Hernando County

Board of County Commissioners

Regular Meeting

Minutes

June 9, 2026

CALL TO ORDER

The meeting was called to order at 9:00 a.m. on Tuesday, June 9, 2026, in the John Law Ayers County Commission Chambers, Government Center, Brooksville, Florida.

Attendee Name	Title
Jerry Campbell	Chairman
Ryan Amsler	Vice Chairman
Steve Champion	Second Vice Chairman
John Allocco	Commissioner
Toni Brady	Deputy County Administrator
Erin Dohren	Office of Management and Budget Director
Scott Harper	Solid Waste Services Manager
Paul Hasenmeier	Public Safety Director/Fire Chief
Scott Herring	Public Works Director
Jon Jouben	County Attorney
Veda Ramirez	Housing and Supportive Services Director
Jeffrey Rogers	County Administrator
Carla Rossiter-Smith	Chief Procurement Officer
Brad Smith	Utilities Director
Erin Thomas	Emergency Management Director
Paige Jefferys	Deputy Clerk
Heidi Prouse	Deputy Clerk

Comm. Brian Hawkins was not present at the meeting.

Invocation

Pledge of Allegiance

AGENDA

Motion
To approve the Agenda.

RESULT:	**ADOPTED**
MOVER:	Ryan Amsler
SECONDER:	Steve Champion
AYES:	Campbell, Amsler, Champion and Allocco
ABSENT:	Hawkins

ELECTED OFFICIALS

There were no Elected Officials' comments.

COMMEMORATIVE RESOLUTION

Resolution Proclaiming June 15, 2026, Through June 21, 2026, as National Men's Health Week

Motion
To approve the staff recommendation (Resolution No. 2026-112).

RESULT:	**ADOPTED**
MOVER:	John Allocco
SECONDER:	Steve Champion
AYES:	Campbell, Amsler, Champion and Allocco
ABSENT:	Hawkins

CITIZENS' COMMENTS

Citizens commented on various topics and issues.

BOARD/STAFF RESPONSES

The Board and/or staff responded to questions and concerns expressed during Citizens' Comments.

CONSENT AGENDA

Corporate Hangar Lease Agreement With Pem-Air, LLC, for Property Located at 16300 Flight Path Drive at Brooksville-Tampa Bay Regional Airport

Ratification of Application to Federal Aviation Administration for Airport Improvements Grant FY 2026 Infrastructure Investment and Jobs Act Grant for Airfield Electrical Improvement Design Project at Brooksville-Tampa Bay Regional Airport

Ratification of Application to Federal Aviation Administration for Airport Improvements Grant FY 2026 Infrastructure Investment and Jobs Act for Air Traffic Control Tower Equipment Project at Brooksville-Tampa Bay Regional Airport

Declaration of Asset as Surplus for Trade-In and Removal From Fixed Asset Inventory

Declaration of Various Tangible Property as Surplus for Disposal and Removal from Fixed Asset Inventory

Discharge of Special Master Order and Satisfaction of Lien for Webb/Moon, Inc.

Modification of Second Mortgage for Aliias Alexis and Alana Alexis Through State Housing Initiative Partnership Homeownership Program Down Payment Assistance Program

Satisfaction of Interim Disposal Special Assessment Lien for Fatima Maria Pico Molina

Satisfaction of Interim Disposal Special Assessment Lien for Gina L. Schmidt

Satisfaction of Second Mortgage for Franklin R. Lewars, Jr., Through Neighborhood Stabilization Program Purchase Assistance Program

Settlement of Workers' Compensation Claim in Case of Kevin Harris vs. Hernando County

Satisfaction of Second Mortgage for Shawnee L. Briggs Through State Housing Initiative Partnership Emergency Repair Program; and Satisfaction of Second Mortgage for Roscoe J. Holly and Tammy M. Holly Through State Housing Initiative Partnership Down Payment Assistance Program

Acceptance of Perpetual Utility Easement From SV Tampa Land, L.P., With Hernando County Water and Sewer District for Pinery Subdivision Located at Seville Clubhouse Drive

Motion
To approve the Consent Agenda.

RESULT:	**ADOPTED**
MOVER:	John Allocco
SECONDER:	Steve Champion
AYES:	Campbell, Amsler, Champion and Allocco
ABSENT:	Hawkins

CORRESPONDENCE TO NOTE

Transmittal of Minutes From Planning and Zoning Commission Meeting of April 13, 2026

Transmittal of Minutes From Fine Arts Council Meeting of February 2026

PUBLIC HEARINGS

Proofs of publication of Notices of Public Hearing were noted for the scheduled public hearings.

Resolution Adopting Revised Rates, Fees and Charges for Solid Waste Disposal at Hernando County Solid Waste Management Facility and Convenience Centers

The Board accepted public input on this matter.

Comm. Champion made the following Motion:

Motion
To deny.

Comm. Amsler requested Board consensus to direct the staff to research options regarding the Construction and Demolition a/k/a C&D Debris disposal/tip fee for solid waste disposal, and to bring it back to Board for discussion on a future Agenda.

The Board concurred.

Comm. Amsler seconded the Motion.

Comm. Champion restated his Motion as follows:

Restated Motion
To deny all fee increases.

RESULT:	**ADOPTED**
MOVER:	Steve Champion
SECONDER:	Ryan Amsler
AYES:	Campbell, Amsler, Champion and Allocco
ABSENT:	Hawkins

RECESS/RECONVENE

The Board recessed at 11:00 a.m. and reconvened at 11:10 a.m.

Resolution Increasing Annual Solid Waste Disposal Assessment Rates

There was no public input.

Motion
To deny any increase in solid waste disposal.

RESULT:	**ADOPTED**
MOVER:	Steve Champion
SECONDER:	John Allocco
AYES:	Campbell, Amsler, Champion and Allocco
ABSENT:	Hawkins

Resolution Amending Non-Ad Valorem Assessment Rates of Municipal Service Benefit Unit for Fire Rescue Services

The Board accepted public input on this matter.

Comm. Champion made the following Motion:

Motion
To deny.

Comm. Champion amended his Motion as follows:

Amendment to Motion
To include the current fire fee for the City of Brooksville (Resolution No. 2026-116).

Comm. Amsler seconded the Motion.

RESULT:	**ADOPTED**
MOVER:	Steve Champion
SECONDER:	Ryan Amsler
AYES:	Campbell, Amsler, Champion and Allocco
ABSENT:	Hawkins

COUNTY ATTORNEY JON JOUBEN

Consideration of Request Submitted by Jesus M. Ariza, Jr., to Reduce Outstanding Special Master Order in Code Enforcement Case for Improper Watering

Motion
To dismiss the fine.

RESULT:	**ADOPTED**
MOVER:	Steve Champion
SECONDER:	Ryan Amsler
AYES:	Campbell, Amsler, Champion and Allocco
ABSENT:	Hawkins

DIRECTOR OF PROCUREMENT & STRATEGIC INITIATIVES CARLA ROSSITER-SMITH

Amendment No. 1 to Contract With Stantec Consulting Services, Inc., for Engineering Services for Lake Townsen Park Boat Ramp Project (Contract No. 20-RG0002; Amount of Amendment: $113,991.00)

Award of Sole Source Purchase From Econolite Control Products, Inc., for Traffic Signal Cabinets for Department of Public Works (Amount: $118,785.00)

Award of Term Contract to Bio-Tech Consulting, LLC, for Removal and Disposal of Invasive Plant Species for Department of Public Works (Contract No. 26-T01215; Amount: $240,000)

Award of Term Contract to TMW Turfplane FL, LLC, for Ridge Manor Field Renovation Project for Parks and Recreation Department and Associated Budget Resolution (Solicitation No. 26-TG01314; Amount: $152,476.00)

Award of Term Sole Source Contract to Southern Rescue Tools, LLC, for Annual Factory Maintenance of TNT Tools and Equipment for Hernando County Fire Rescue (Contract No. 26-TSS00275 Amount: $54,900.00)

Change Order No. 2 to Purchase Order With Traffic Management Solutions, LLC, for Traffic Signal Improvements at Intersection of Mariner Boulevard and Landover Boulevard for Department of Public Works (Contract No. 24-CG00864; Amount of Change Order: $165,979.61)

Change Order No. 4 to Purchase Order With Thomas Howell Ferguson, P.A., for Emergency Planning and Grant Program Management Services for Hurricane Milton (Contract No. 23-TGF0218; Amount: $100,850.00)

Award of Term Contract to Truly Nolan of America, Inc., for Pest Control Services for Facilities Department (Contract No. 26-T01231; Amount: $79,800.27)

Motion
To approve Item Nos. K-1 through K-8 (Budget Resolution No. 2026-113).

RESULT:	**ADOPTED**
MOVER:	John Allocco
SECONDER:	Ryan Amsler
AYES:	Campbell, Amsler, Champion and Allocco
ABSENT:	Hawkins

EMERGENCY MANAGEMENT DIRECTOR ERIN THOMAS

Budget Resolution Recognizing Additional Revenue From Duke Energy Foundation Grant for Emergency Preparedness Initiatives

Motion
To approve the staff recommendation (Budget Resolution No. 2026-114).

RESULT:	**ADOPTED**
MOVER:	John Allocco
SECONDER:	Ryan Amsler
AYES:	Campbell, Amsler, Champion and Allocco
ABSENT:	Hawkins

Budget Resolution to True Up Funds for State Funded Emergency Preparedness Assistance Grant for Emergency Management Department

Motion
To approve the staff recommendation (Budget Resolution No. 2026-115).

RESULT:	**ADOPTED**
MOVER:	John Allocco
SECONDER:	Ryan Amsler
AYES:	Campbell, Amsler, Champion and Allocco
ABSENT:	Hawkins

HOUSING AND SUPPORTIVE SERVICES DIRECTOR VEDA RAMIREZ

Certification of Annual Report for FY 2022-2023 State Housing Initiatives Partnership Program for Submittal to Florida Housing Finance Corporation

Motion
To approve the staff recommendation.

RESULT:	**ADOPTED**
MOVER:	Ryan Amsler
SECONDER:	John Allocco
AYES:	Campbell, Amsler, Champion and Allocco
ABSENT:	Hawkins

UTILITIES DIRECTOR BRAD SMITH

Designation of Utilities Director Brad Smith as Alternate Member to Withlacoochee Regional Water Supply Authority

Motion
To approve the staff recommendation.

RESULT:	**ADOPTED**
MOVER:	John Allocco
SECONDER:	Ryan Amsler
AYES:	Campbell, Amsler, Champion and Allocco
ABSENT:	Hawkins

COUNTY ADMINISTRATOR JEFFREY ROGERS

Appointment of Members to Fine Arts Council Until December 31, 2030

Motion
To appoint Ezequiel Merino and Vanessa Northcott.

RESULT:	**ADOPTED**
MOVER:	Ryan Amsler
SECONDER:	Steve Champion
AYES:	Campbell, Amsler, Champion and Allocco
ABSENT:	Hawkins

Update Regarding Ongoing Board Directives

County Administrator Jeffrey Rogers Presented the Hernando County FY 2027 Budget Update

BOARD OF COUNTY COMMISSIONERS

The Board commented on various issues.

ADJOURNMENT

The meeting was adjourned at 1:25 p.m.

Board of County Commissioners

AGENDA ITEM

Meeting: 06/09/2026
Department: Administration
Prepared By: Demetris Williams-Fagin
Initiator: Jeffrey Rogers
DOC ID: 17372
Legal Request Number:
Bid/Contract Number:

TITLE

Resolution Proclaiming June 15, 2026, Through June 21, 2026, as National Men's Health Week

RESULT:	**ADOPTED**
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BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

RESOLUTION 2026 –

WHEREAS, Men's Health Month is part of an ongoing international effort to educate men, boys, and their families about the importance of preventative health screening, early detection, and healthy lifestyles; and

WHEREAS, Nationwide, men have a life expectancy that is approximately six years shorter than that of women and experience higher rates of chronic disease, including diabetes, obesity, cancer, heart disease, and premature mortality; and

WHEREAS, Men's Health Month provides an opportunity to recognize the mental and physical health needs of men and boys, while encouraging fathers and caregivers to serve as positive role models through preventative care, healthy living, and help-seeking behaviors; and

WHEREAS, the growing epidemic of "Deaths of Despair," including deaths related to suicide, substance use disorders, alcohol misuse, and homelessness, underscores the urgent need to raise awareness of unrecognized and undiagnosed depression, mental stress, and emotional distress among boys and men; and

WHEREAS, the centerpiece of Men's Health Month is **NATIONAL MEN'S HEALTH WEEK**, a special awareness period passed by Congress and signed into law on May 31, 1994, and observed annually through the efforts of Men's Health Network to build health empathy, recognition, and understanding of the unique health needs facing men and boys.

NOW, THEREFORE, BE IT RESOLVED BY THE HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS AS FOLLOWS:

SECTION 1. The Board of County Commissioners hereby proclaim June 15–21, 2026, as **NATIONAL MEN'S HEALTH WEEK** in Hernando County.

SECTION 2. The Board of County Commissioners encourages all residents to observe **NATIONAL MEN'S HEALTH WEEK** and help reinforce the importance of prevention and early intervention by improving health-seeking behaviors to expand the lifespan of men.

ADOPTED in Regular Session this 9th day of June 2026, A.D.

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

Attest:

Douglas A. Chorvat, Jr. Clerk of Circuit Court & Comptroller	Jerry Campbell Chairman
John Allocco Commissioner	Ryan Amsler Vice Chairman
Brian Hawkins Commissioner	Steve Champion Second Vice Chairman

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

RESOLUTION 2026 – 112

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BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

Attest:

Douglas A. Chorvat, Jr.
Clerk of Circuit Court & Comptroller

Jerry Campbell
Chairman

John Allocco
Commissioner

Ryan Amsler
Vice Chairman

ABSENT
Brian Hawkins
Commissioner

Steve Champion
Second Vice Chairman

Board of County Commissioners

AGENDA ITEM

Meeting: 06/09/2026
Department: Airport
Prepared By: Christine Schmidt
Initiator: Steve Miller
DOC ID: 17527
Legal Request Number: 21-581-3
Bid/Contract Number:

TITLE

Corporate Hangar Lease Agreement With Pem-Air, LLC, for Property Located at 16300 Flight Path Drive at Brooksville-Tampa Bay Regional Airport

RESULT:	**ADOPTED**
MOVER:	John Allocco
SECONDER:	Steve Champion
AYES:	Campbell, Amsler, Champion and Allocco
ABSENT:	Hawkins

Instr #2013056186 BK:3044 PG:546 Filed & Recorded:10/4/2013 10:47:51 AM,#Pgs:26
Rec Fees:$222.50 TLM Deputy Clk, Don Barbee Jr, Hernando County Clerk of Court

RM 131

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CORPORATE HANGAR LEASE AGREEMENT

THIS IS A LEASE AGREEMENT dated as of 24th day of September 2013 between **Hernando County**, a political subdivision of the State of Florida (the "**Lessor**" or the "County") whose address is 20 North Main Street, Room 460, Brooksville, Florida 34601 and **Pem-Air, LLC** (the "**Lessee**") whose address is 5921 SW 44th Ct., Davie, FL, 33314.

WHEREAS, the Hernando County Airport (the "Airport") is subject to the requirements of various federal laws and regulations including, without limitation, the Surplus Property Act of 1944, as amended, the Federal Property and Administrative Services Act of 1949, as amended, and the rules and orders promulgated by the Federal Aviation Administration (the FAA); and,

WHEREAS, FAA Compliance Order No. 5190.6A, including but not limited to Chapter 4 thereof, require that surplus property airports (which includes the Airport herein) generate revenue, income or its functional equivalent to the airport; and,

WHEREAS, pursuant to a directive of Congress, as a surplus airport property, the Airport is subject to compliance review by the FAA and the United States Department of Transportation Inspector General Office; and,

WHEREAS, FAA Compliance regulations require that use of Surplus Airport Property be authorized by a written instrument providing for payment of fair, reasonable and non-discriminatory fees, rentals or other user charges; and,

WHEREAS, all leases at the Airport are further governed by Chapter 3 of the Hernando County Code of Ordinances.

NOW THEREFORE, the **Lessor** and the **Lessee** hereby agree as follows:

The above recitals are incorporated herein and made a part hereof.

SECTION 1 - PREMISES

1.A.1. The **Lessor** hereby leases the real property with a street address of 16300 Flight Path Drive, Brooksville, FL, 34604 to include aircraft parking space as governed by the "Licensing Agreement" as described on Exhibit B.

1.A.2. The **Lessor** will lease a building containing approximately 10,000 square feet of interior floor space together with certain improvements as more fully described on Exhibit A attached hereto and made a part hereof (collectively the "Improvements"). The Improvements were constructed in accordance with all applicable building codes and standards in effect at the time of construction.

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SECTION 2 - LEASE TERM

2.A. This Agreement shall be effective upon the last date signed by the **Lessor** and ~~the~~ **Lessee** (the "Effective Date"). The lease term for the Premises shall commence on the _ day of, ___ 2013, and shall end on the anniversary date two (2) years hence (the "Anniversary Date"), unless renewed pursuant to **Section 2.B** below.

2.B. The **Lessee** shall have the option, upon giving written notice to the **Lessor** not less than three months prior to the Anniversary Date, to renew this Agreement for two (2) additional three (3) year terms, provided the **Lessee** has complied with all the terms and conditions of this Agreement and is not in default hereunder. Upon renewal, the facility rent shall not increase more than 3% per year during the during the additional three year terms. Additionally, the **Lessor** and the **Lessee** further reserve the right to renegotiate any and all other terms and conditions herein at time of renewal. The parties further acknowledge that any subsequent renewal of this Agreement will be subject to all then current rules, regulations, and restrictions affecting the Hernando County Airport (the "Airport").

SECTION 3 - SECURITY DEPOSIT

3.A. The **Lessee** shall deposit with the **Lessor** the sum of Six Thousand, Five Hundred dollars ($6,500.00) (the "Security Deposit") no later than ten (10) days prior to this Agreement being presented to the Hernando County Board of County Commissioners for execution, said amount shall be held by the **Lessor** as security for the steadfast performance by the **Lessee** of all the terms, covenants, and conditions of this Agreement during the term hereof.

3.B. If the **Lessee** defaults with respect to any provision of this Agreement, including but not limited to the payment of any rent, the **Lessor** may, but shall not be obligated to, apply or retain all or any portion of said Security Deposit for the payment of any amount due the **Lessor** or to reimburse or compensate the **Lessor** for any liability, cost, defense, loss or damage which the **Lessor** may suffer or incur by reason thereof.

3.C. The **Lessor** shall promptly, at the expiration or earlier termination of the term hereof and after the **Lessee** has vacated the Premises, return to the **Lessee** that portion of the Security Deposit not used or applied by the **Lessor**. Said Security Deposit shall not accrue interest to the **Lessee**.

SECTION 4 - RENT

4.A. Rent shall be as set forth below:

4.A.1. For rental year one (1), the **Lessee** shall pay to the **Lessor** an annual sum of Forty Thousand dollars($40,000.00) for the Premises; such rental shall be paid in monthly installments of Three Thousand Three Hundred, Thirty-Three dollars ($3,333.00). The first

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rental payment shall be due and payable upon commencement of this Lease in accordance with **Section 2.A.**

4.A.2. For rental year two (2), the annual rent for the Premises shall be Forty – One Thousand, and Eighty dollars ($41.000.00), payable in equal monthly installments.

4.A.3. In the event of any renewals pursuant to **Section 2.B.** the rent shall not increase more than 3% per year.

4.B. Rent shall be due monthly (1/12th of the annual Minimum Rent) and shall be due and payable on the first day of each month. A ten percent (10%) penalty will be applied to all rents received after 5:00 p.m. on the tenth (10th) day of the month. The **Lessee** is separately responsible for all applicable taxes, sales tax, late fees, special assessments, etc.

4.C. The acceptance by the **Lessor** of any payment from the **Lessee** in an amount less than that which is due shall in no way affect **Lessor's** rights under this Lease and shall in no way constitute an accord and satisfaction, waiver, or estoppel upon the **Lessor**.

SECTION 5 - USE OF PREMISES

5.A. The **Lessee** shall use the Premises for the storage of **Lessee**-owned aircraft and or third party-owned aircraft and related support equipment. Additionally, Lessee shall conduct aircraft/equipment repair and maintenance on the Premises. No other use shall be permitted without the prior written consent of the **Lessor**.

5.B. The **Lessee** shall comply with all present and future laws, ordinances, orders, rules and regulations or zoning classifications of any lawful governmental authority, agency or other public or private regulatory authority having jurisdiction over the Premises or the operation thereof.

5.C. The **Lessee** shall not commit or permit any act to be committed in or about the Premises which results in any damage of the Premises, damages Airport property or harms others, or in any way constitutes a nuisance or interferes with the rights of other Airport tenants.

5.D. The **Lessee** shall comply with all federal, state and local requirements concerning the disposition of sump drained fuel. The **Lessee** is responsible should any fine, penalty or judgment be handed down to the **Lessor** as a result of the **Lessee's** actions.

5.E. As used herein, the term "hazardous material" shall mean any hazardous or toxic substance, material or waste (including, without limitation, asbestos) which, now or in the future, is determined by any state, federal or local governmental authority to be capable of posing a risk of injury to health, safety or property and/or the use and/or disposal of which is regulated by any governmental authority. The **Lessee** shall not cause or permit any hazardous material to be brought upon, kept or used in or about the Premises by the **Lessee**, its sub-tenants, agents, employees, contractors or invitees, unless permitted by, and used or stored in accordance with,

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any required permits and applicable laws. If the **Lessee** breaches its obligations, as herein above set forth, the **Lessor**, at its election, shall have the right to (1) terminate this Agreement, or (2) cause the **Lessee** to remove and properly dispose of the hazardous material, all at the **Lessee**'s sole cost and expense and in compliance with a removal and disposal plan in conformity with applicable laws and subject to the prior approval of the **Lessor**, or (3) perform the removal and disposal thereof itself, in which event the **Lessee** shall reimburse the **Lessor**, on demand, for the cost incurred by the **Lessor** in doing so and in securing any certifications deemed necessary or desirable by the **Lessor**.

SECTION 6 - UTILITIES, CONNECTIONS, FEES AND SERVICES

6. The **Lessee** shall pay for all water, gas, heat, electricity, light, power, sewer charges, fire protection fees, telephone service, and all other services and utilities supplied or provided to the Premises. The **Lessee** shall further pay for all connection charges and deposits in connection with such utility services.

SECTION 7 - DELIVERY OF POSSESSION

7. The **Lessee** hereby acknowledges it has had adequate opportunity to inspect the proposed Premises and will lease the Premises at the location depicted by Exhibit A Except as provided herein, the **Lessor** makes no warranty or representation to the **Lessee**, and the **Lessee** agrees the **Lessor** has made no representation, respecting the condition of the Premises, or applicable zoning laws and regulations. The taking of possession of the Premises by the **Lessee** shall be conclusive evidence against the **Lessee** that the Premises were in good and satisfactory condition when possession was so taken.

SECTION 8 - INSURANCE

8.A. At all times while this Agreement remains in force, the **Lessor** agrees to maintain fire and casualty insurance on the improvements located on the Premises in such amount deemed acceptable to **Lessor**; however, the **Lessee** shall reimburse the **Lessor** its cost of said casualty insurance for such policy pertaining to the Premises or in such pro rata share if coverage is provided under a master or umbrella policy. The **Lessee** agrees to pay the **Lessor** such amount within thirty (30) days of receipt of invoice from the **Lessor**.

8.B. At all times while this Agreement remains in force, the **Lessee**, at the **Lessee's** sole expense, shall maintain the following insurance with a Best's rating of 'A' or better:

8.B.1. Workers Compensation/Employer's Liability. The minimum limits of insurance (inclusive of any amount provided by an umbrella or excess policy) shall be as required by law.

8.B.2. Liability. At all times while this Agreement remains in force, the **Lessee**, at the **Lessee**'s sole expense, shall maintain with respect to the Premises, primary insurance coverage in an amount not less than One Million Dollars ($1,000,000) in general liability

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insurance (per occurrence) and Two Million Dollars ($2,000,000) (general aggregate) as per the 2012 Insurance Requirements established by the County. On addition, the **Lessee**, at the **Lessee**'s sole expense, shall provide Products/Completed Operations liability insurance in an amount not less One Million Dollars ($1,000,000) (per occurrence) and Two Million Dollars ($2,000,000) (general aggregate) and Hangarkeepers Legal Liability in an amount not less One Million Dollars ($1,000,000) (each aircraft/each occurrence). The **Lessee** shall endorse "Hernando County Board of County Commissioners" as an additional insured on the General Liability Insurance policy. All insurance shall have a Best's Rating of "A" or better. Insurance Certificates shall be provided to the Airport Manager prior to any use or occupation of the premises. Notwithstanding the foregoing, the parties agree that the existence of insurance is not intended to relieve the **Lessee**, its employees or agents of any duty as may be imposed under this Agreement or under applicable law. Notwithstanding the minimum insurance requirements above, the Airport Manager is authorized to reduce the general aggregate insurance limit to One Million Dollars when Umbrella Liability insurance is provided, or such other reduction as approved with the concurrence of the County Administrator.

Reduction Sought. Type/Reason: _____

Approval:_____ . (Airport Manager Initials)

Approval_____ . (County Administrator)

8.B.3. Auto Liability. Coverage shall be provide for all tagged vehicles. The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the work performed pursuant to this Agreement shall be $500,000.

8.C. The **Lessee** shall deliver to the **Lessor** certificates or binders evidencing the existence of the insurance upon execution of this Agreement and shall be obligated to provide evidence of continuing coverage throughout the term of this Agreement. The insurance binder shall provide that the insurance carrier shall notify the **Lessor** twenty (20) days prior to the date of expiration of coverage thereunder. The **Lessee** shall notify the **Lessor** in writing a minimum of twenty (20) days in advance in the event of future insurability cancellation.

8.D. Failure to maintain required insurance and to provide continuing evidence of insurance to the **Lessor** is a material breach of this Agreement and shall be grounds for the **Lessor** to take immediate action to evict the **Lessee** pursuant to applicable law. In addition to any other remedies available to the **Lessor** under this Agreement or applicable law, lapse of insurance coverage required herein on leasehold improvements and/or for liability shall subject the **Lessee** to a penalty of five hundred dollars ($500.00) to be added to the amount of rent due for the first rental period after notice to the **Lessor** of such lapse.

SECTION 9 - INDEMNIFICATION

9.A. The **Lessee** shall indemnify, defend, and save the **Lessor** harmless against any and all claims, suits, demands, actions, fines, damages, and liabilities, and all cost and expenses thereof arising out of injury to persons (including death) or property occurring in, on or about, or arising out of the Premises if caused or occasioned wholly or in part by any acts or omissions of

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the **Lessee**, its agents, contractors, subcontractors, employees, subtenants or invitees. In any litigation arising from this Agreement, the parties to such litigation shall bear their own attorney's fees, costs and other expenses. Further, the **Lessee** shall give the **Lessor** immediate written notice of any such happening causing injury to persons or property.

9.B. The **Lessor** shall not be liable for any injury or damage to persons or property resulting from fire, explosion, steam, gas, electricity, water, rain, or leaks from the Premises or from pipes, appliances, plumbing works, roof, street, subsurface or from any other place or by dampness or by any other cause of whatever nature. The **Lessor** shall not be liable for any damage caused by other tenants or persons in the Premises, occupants of adjacent property, the public, or such damage caused by operations in construction of any public or private work.

9.C. All property of the **Lessee** or any others kept or stored on the Premises shall be so kept or stored at the risk of the **Lessee** only and the **Lessee** shall hold the **Lessor** harmless from any claims arising out of the damage to the same. Without limiting the provisions of this paragraph, the **Lessor** shall not be liable for any damage to fixtures, merchandise, property of whatever kind of the **Lessee**, caused by fire or any other insurable hazard regardless of the nature or cause and including, non-exclusively, fire, wind, flood, water-damage, Acts of God, disasters, war, acts of terrorism, and aviation accidents, and the **Lessee** does hereby expressly release the **Lessor** from all liability for such, damage of all items covered in this paragraph.

9.D. The parties agree that the damages for any tort claim or action are limited to actual damages, incidental damages, costs, and case expenses. In no event shall the Parties be liable for consequential, special, indirect, punitive or exemplary damages, costs, expenses, or loses (including, without limitation, lost profits and opportunity costs).

SECTION 10 - PROTECTION AGAINST LIENS

10. The **Lessee** shall keep the Premises free from any and all liens arising out of any work performed, materials furnished or obligations incurred by the **Lessee**. In the event the **Lessee** fails to discharge any such lien within fifteen (15) days following written notice and demand by the **Lessor** for removal of such lien, the **Lessor**, in addition to all remedies provided herein and by law or in equity, has the right but not the obligation to discharge the lien by means of bond or posting security. If the **Lessor** acts to discharge or secure any lien caused by the **Lessee**, then the **Lessee** shall reimburse the **Lessor** on demand, as additional rent, for all sums paid and all costs and expenses incurred by the **Lessor** involving such lien together with interest on the total expenses and costs at the maximum rate allowed by law.

SECTION 11 - COMMON AREAS

11. The **Lessor** agrees that the **Lessee**, shall have the right throughout the term of this Agreement, running from the Effective Date herein, to use, in common with others entitled to similar use thereof, all of the common use areas of the Airport that may from time to time be constructed or maintained, including but not limited to all taxi lanes, service drives and sidewalks for ingress and egress to and from the Premises and all parking areas provided by the

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Lessor. The **Lessor** shall adequately maintain all such common areas in good, usable condition throughout the term of this Agreement. The **Lessor** may temporarily close the common areas in order to make any necessary repairs. The **Lessor** reserves the right, in its sole discretion, to modify, alter, remove, reduce, redesign or to make changes, additions, alterations, improvements or installments in or to the common areas or any portion thereof; provided, however, that no obstruction of the **Lessee**'s right of reasonable access to the Premises shall be caused by any of the above changes.

SECTION 12 - SIGNS

12.A. No signs will be installed on the exterior of the building without prior written consent of the Airport Manager and in compliance with the Hernando County Sign Regulations.

SECTION 13 - ALTERATIONS BY LESSEE

13.A. The **Lessee** shall make no structural changes respecting the Premises except by and with the prior written consent of the **Lessor**, which consent shall be in **Lessor**'s sole discretion. Any written request by the **Lessee** to the **Lessor** to make any alterations, additions or improvements shall in each instance be accompanied by plans and specifications for such alterations (the "Alterations") in such detail as the **Lessor** may reasonably require. All Alterations to the Premises shall be made or installed in accordance with applicable laws and codes. **Lessor**'s approval of the plans for any alterations, additions or improvements to be constructed by the **Lessee** shall in no event create any responsibility or liability on the part of the **Lessor** for their completeness, design sufficiency or compliance with any and all applicable laws, rules and regulations of any governmental authorities.

13.B. All Alterations, including, without limitation: partitions; walls; railings; carpeting; floor and wall coverings; and other fixtures (excluding, however, the **Lessee**'s trade fixtures as described in the Section entitled "Trade Fixtures and Equipment" herein), shall, when made or installed, at once become the property of the **Lessor** and shall remain for the benefit of the **Lessor** at the expiration date or earlier termination of this Agreement, in as good order and condition as they were when made or installed, reasonable wear and tear excepted.

13.C. In the event of making such Alterations as herein provided, the **Lessee** shall indemnify and save harmless the **Lessor** from all expenses, liens, claims or damages to either persons or property arising out of or resulting from the undertaking or making of such Alterations. The **Lessor**, as a condition of approving any Alterations, may require the **Lessee** to remove any alterations and to restore the Premises to its original condition, ordinary wear and tear excepted.

SECTION 14 - MAINTENANCE OF PREMISES

14.A. The **Lessor** shall keep and maintain the roof over the Premises and the structural portions of the Premises in good order, condition and repair. In the event any damage thereto shall have been caused by any act or negligence of the **Lessee**, its employees, agents, invitees or

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contractors, then such damage shall be repaired by the **Lessee** to the reasonable satisfaction of the **Lessor**.

14.B. At all times while this Agreement remains in force, the **Lessee** shall keep and maintain in good order, condition and repair the Premises and every part thereof, including, without limitation: the interior walls; floors and ceilings; the exterior and interior portions of all doors, windows, glass, security gates, landscaping, utility facilities, plumbing and sewage facilities within the Premises or under the floor slab, fixtures, heating, air-conditioning including exterior mechanical equipment, and interior and exterior electrical equipment serving the Premises, including compliance with all applicable building codes.

SECTION 15 - TRADE FIXTURES AND EQUIPMENT

15. Provided the **Lessee** is not in default under this Agreement, any trade fixtures installed in the Premises, at the **Lessee**'s sole expense, shall remain the **Lessee**'s personal property and the **Lessee** shall have the right at any time during the term of this Agreement to remove such trade fixtures. Upon removal of any trade fixtures, the **Lessee** shall immediately restore the Premises to substantially the same condition as they were when received by the **Lessee**, ordinary wear and tear excepted. Any trade fixtures not removed at termination or end of this Agreement become, at **Lessor**'s sole election, the property of the **Lessor**.

SECTION 16 - COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

16. The **Lessee** will use the Premises and conduct or allow any activities upon the Premises only in compliance with all applicable laws and governmental regulations, together with those regulations generally applicable to Airport tenants as adopted from time to time by the Aviation Authority and the County after due public notice and hearing.

SECTION 17 - AIRPORT MATTERS

17. This Agreement is subordinate to the provisions of the deed and other instruments from the United States of America conveying title to the Airport or otherwise imposing restrictions of record concerning use and operation of the Airport. This Agreement is further governed by all rules, regulations, and orders of the Federal Aviation Administration, including but not limited to Compliance Order 5190.6A, as amended from time to time, relative to the operation of surplus airport property (which includes the Airport herein).

SECTION 18 - EXCLUSIVE RIGHTS

18. Notwithstanding any other provision of this Agreement, it is expressly understood and agreed that the rights granted under this Lease are non-exclusive and the **Lessor** herein reserves the right to grant similar privileges, licenses or use to another operator(s), tenant(s) and/or licensee(s) in other portion(s) of the Airport property.

SECTION 19 - NON-DISCRIMINATION

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19. The **Lessee** for itself, its heirs, personal representatives, successors in interest and assigns, as a part of the consideration hereof does hereby covenant and agree that in the event facilities are constructed, maintained or otherwise operated on said property described in this Agreement for a purpose which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the **Lessee** shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR, Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation, as said regulations may be amended or renumbered.

SECTION 20 - STANDARD PROTECTION CLAUSES

20.A. The **Lessor** reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property herein described together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from, or operating at the Hernando County Airport.

20.B. The **Lessee** expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the herein described real property to such a height so as to comply with Federal Aviation Regulations, Part 77, as said regulations may be amended.

20.C. The **Lessee** expressly agrees for itself, its successors and assigns, to prevent any use of the herein described real property which would interfere with or adversely affect the operation or maintenance of the airport or the air traffic there over, or otherwise constitute an airport hazard.

SECTION 21 - COVENANTS

21.A. As a part of the consideration for this lease, the **Lessee** covenants and agrees:

21.A.1. To further pay or discharge all taxes, assessments, penalties, charges, rates, or liens of any nature whatsoever which may for the period following the effective date of this lease be levied, assessed, charged, imposed, or claimed on or against said Premises or any improvements or fixtures thereon or appurtenances thereto, or any part thereof, or against the Owner or Owners of said land or the improvements, by reason of said ownership, by whatsoever authority levied, assessed, charged, imposed, claimed, and whether the same be on or against the property herein leased, its improvements, fixtures, or appurtenances, or any part thereof, or on or against the income from said land or its improvements, it being the intention of the parties to this lease that the rents herein reserved shall constitute a net income to the **Lessor** from said land herein leased, equal in amount to said rents.

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21.A.2. That if the building is destroyed or rendered untenable by fire or other unavoidable accident through no fault of the **Lessee**, the **Lessor** shall make appropriate repairs or replacement within no later than twelve (12) months or such period which is commercially reasonable and practicable under the circumstances.

21.A.3. That in the event the **Lessee**, without the prior written consent of the **Lessor**, shall sell, assign or in any manner encumber or pledge this lease, or if the **Lessee** shall fail to comply with any statute, ordinance, rule, order, regulation or requirement of the Federal or State governments, or Hernando County, or any of its departments, or bureaus applicable to said Premises, the **Lessor** may, if it elects, at any time thereafter, terminate this lease or any of the terms thereof, on giving the **Lessee** fifteen (15) days notice thereof in writing of its intention to do so, and upon giving such notice the lease or those terms thereof shall terminate, expire and come to an end on the date fixed in this lease for the termination and expiration thereof. However, if **Lessee** cures the default within fifteen (15) days of receipt of the notice mentioned above, then **Lessor's** right to terminate this lease shall be abated, provided, however, if said default cannot be cured within fifteen (15) days upon Lessee' s exercise of reasonable diligence, Lessee shall have such longer time as is reasonably necessary to cure said default provided that Lessee commences said cure within said fifteen (15) day period and thereafter diligently prosecutes said sure to completion.

21.A.4. That if at any time prior to the date fixed as the commencement of the term of this lease or if at any time during the term hereby demised there shall be filed by or against **Lessee** in any court pursuant to any law either of the United States or of any State, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of **Lessee's** property, or if **Lessee** makes an assignment for the benefit of creditors, this lease, at the option of the **Lessor**, exercised within a reasonable time after notice of the happening of any one or more of such events, may be canceled and terminated. In such event neither **Lessee** nor any person claiming through or under **Lessee** by virtue of any statute or of order of any court shall be entitled to possession or to remain in possession of the Premises demised but shall forthwith quit and surrender the Premises. **Lessor**, in addition to the other rights and remedies it has by virtue of any other provision herein or elsewhere in this lease contained or by virtue of any statute or rule of law, may retain as liquidated damages any rent, security, deposit of moneys received by it from **Lessee** or others in behalf of **Lessee**.

21.B. As a part of the consideration for this lease, the **Lessor**, upon its part, hereby covenants and agrees as follows:

21.B.1. That the **Lessee** may quietly hold and enjoy the Premises hereby leased without any interruption by the **Lessor**, or any persons claiming through or under it, provided that on the breach of any of the covenants by the **Lessee** herein contained the **Lessor** may thereupon re-enter said Premises and immediately the said term will be terminated.

21.B.2. That the **Lessor** is unaware of any particular circumstances or information affecting or bearing upon the environmental condition of the Premises, but **Lessor** affirms that,

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to the best of its knowledge, the condition of the property is suitable for the uses permitted herein and that **Lessor** has not disposed of any hazardous materials on the Premises.

21.B.3.Lessor agrees that it will not seek payment or contribution from **Lessee** for any claims or costs of any environmental related clean-up or environmental remediation with respect to the Premises where such claims or costs are the sole result of activities on the Premises prior to the commencement of this Agreement; or where such claims or cost were not caused, influenced, or contributed to by **Lessee**, its employees, agents, contractors, or persons acting under the direction or control of **Lessee**, and such claims or costs are not in any way related to or stems from any of the activities described under this Agreement.

21.B.4. Nothing in the foregoing is intended for **Lessor** to relinquish any of its rights as a sovereign local government and **Lessor** expressly reserves all rights and defenses under applicable sovereign immunity law.

SECTION 22 - DAMAGE TO PREMISES

22.A. If the Premises shall be damaged to the extent of less than twenty-five percent (25%) of the cost of replacement value, by fire or other casualty during the term of this Agreement, except for the last six (6) months of this Agreement, then the **Lessor** shall cause such damage to be repaired or restored without unreasonable delay. If the damage to the Premises occurs during the last six (6) months of this Agreement, then the **Lessor** shall have the option to: (a) terminate this Agreement by giving written notice of termination to the **Lessee** within sixty (60) days after the date of the casualty; or (b) cause such damage to be repaired or restored without unreasonable delay.

22.B. If the Premises shall be damaged to the extent of more than twenty-five percent (25%) of the cost of replacement, by fire or other casualty, then the **Lessor** may compel repair of such damage and restoration of improvements without unreasonable delay. The **Lessee** shall give the **Lessor** immediate written notice of any fire or other casualty on the Premises.

22.C. The **Lessee**, at the **Lessee'** s sole expense, may obtain rental insurance to cover its loss for any period that the Premises may be wholly or partially untenable or otherwise unusable hereunder.

SECTION 23 - SURRENDER OF PREMISES

23. Upon the Expiration Date or earlier termination of this Agreement, the **Lessee** shall quit and surrender the Premises to the **Lessor** in the same condition as when received, ordinary wear and tear excepted, together with all keys and combinations to all locks and all improvements, alterations, additions and equipment at any time made or installed in, upon or to the Premises (except personal property and trade fixtures installed at the **Lessee**'s expense), all of which shall thereupon become the property of the **Lessor** without any subsequent claim by the **Lessee**. The **Lessee** agrees to repair any damage caused by the removal of the **Lessee**'s personal property or trade fixtures. If the **Lessee** fails to remove any personal property or trade fixtures,

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said property shall, at **Lessor**'s sole discretion, be deemed abandoned and become the property of the **Lessor**, or the **Lessor** shall have the right to remove and store such property at the expense of the **Lessee** without further notice to the **Lessee**, and hold the **Lessee** responsible for any and all charges and expenses incurred by the **Lessee** therefor. All expenses incurred by the **Lessor** in the removal and storage of the **Lessee**'s personal property or trade fixtures shall be reimbursed by the **Lessee** on demand as Additional Rent. The provisions of this Section shall survive the expiration date or earlier termination of this Agreement.

SECTION 24 - HOLDING OVER

24. If the **Lessee** remains in possession of the Premises, or any part thereof, after any termination of this Agreement, then the **Lessee** shall be deemed only a tenant-at-will and shall be subject to immediate eviction and removal, with limiting any other remedies the **Lessor** may have. The **Lessor** may, in addition to any other rights which it may have hereunder or at law or in equity, elect in its sole option and discretion to treat any such holding over as the creation of a month-to-month tenancy subject to all of the terms and conditions set forth in this Agreement, except that the rent shall be doubled.

SECTION 25 - EVENTS OF DEFAULT AND REMEDIES

25.A. The occurrence of any one or more of the following events shall constitute a default on the part of the **Lessee**: (1) the **Lessee** fails to pay when due any rental (including Minimum Rent and Additional Rent) or any other sum of money payable hereunder within ten days after such rental or payment is due; (2) the **Lessee** breaches or fails to comply with any other term, provision, covenant or condition of this Agreement and such breach or failure shall continue for a period of fifteen days or more after written notice thereof from the **Lessor**; (3) the **Lessee** transfers, assigns, sublets, mortgages, pledges or encumbers this Agreement, the Premises, or any interest in the whole or in any portion thereof in violation of the provisions hereunder; (4) the **Lessee** abandons, deserts or vacates the Premises; or (5) a receiver is appointed to take possession of all or substantially all of the assets of the **Lessee**, or an assignment is made by **Lessee** for the benefit of its creditors, or any action is taken or suffered by the **Lessee** under any insolvency, bankruptcy or reorganization act.

25.B. Upon the occurrence of any of the above events of default, the **Lessor** shall have the option to perform any one or more of the following, in addition to, and not in limitation of, any other remedy or right permitted by law or in equity: (1) the **Lessor** may at once or any time thereafter, without notice to the **Lessee** or any other person, re-enter and repossess the Premises and remove all persons and effects therefrom, using such forces as may be needed without being deemed guilty in any manner of trespass or forcible entry or detainer; (2) the **Lessor** may at once or any time thereafter, without notice to the **Lessee** or any other person, re-enter the Premises and cure, correct or repair any condition which shall constitute a failure on the **Lessee**'s behalf to keep, observe, perform, satisfy or abide by any term, condition, covenant, agreement or obligation of this Agreement or any alteration, amendment, change or addition thereto, and the **Lessee** shall fully reimburse and compensate the **Lessor** upon demand for any costs and expenses incurred in connection with such cure, correction or repair, which sums shall be

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deemed to be Additional Rent hereunder; (3) the **Lessor** may at once or any time thereafter either declare this Agreement to be terminated without prejudice to any and all rights which the **Lessor** may have against the **Lessee** for rents, damages or breach of this Agreement, or attempt to relet the Premises on such terms as the **Lessor** shall determine. Such reletting shall not be considered as a surrender or acceptance back of the Premises or a termination of this Agreement, and the **Lessee** shall pay the **Lessor** any deficiency between the amount received, if any, from such reletting after such amount is applied first to **Lessor**'s expenses in connection with re-entry, taking possession and reletting, including brokerage fees and commissions, alterations and redecorating as the **Lessor** may deem appropriate to prepare the Premises for reletting, and the amount of Minimum Rent and Additional Rent payable by the **Lessee** hereunder. The **Lessee** expressly waives the service of any notice of intention to terminate this Agreement or to re-enter the Premises, and waives the service of any demand for payment of rent or repossession.

25.C. The **Lessee** hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of the **Lessee** being evicted or dispossessed for any cause, or in the event of the **Lessor** obtaining possession of the Premises by reason of the violation by the **Lessee** of any of the covenants and conditions of this Agreement or otherwise.

25.D. Any obligation imposed by law upon the **Lessor** to relet the Premises shall be subject to the permitted uses provided in this Agreement, and the **Lessor** may relet the Premises on such terms and conditions as the **Lessor** may deem advisable. The failure of the **Lessor** to relet or, if the Premises are relet, to collect the rent under such reletting shall not release or affect the **Lessee**'s liability for damages under this Agreement.

25.E. Unless otherwise specified in this Agreement, no remedy of the **Lessor** or the **Lessee** shall be considered exclusive of any other remedy, but each shall be distinct, separate and cumulative with all other available remedies. Each remedy available under this Agreement or at law or in equity may be exercised by the **Lessor** or the **Lessee** from time to time as often as the need may arise. No course of dealing between the **Lessor** and the **Lessee** or any delay or omission of the **Lessor** or the **Lessee** in exercising any right arising from the other party's default shall impair such right or be construed to be a waiver of a default.

SECTION 26 - VENUE; GOVERNING LAW; ATTORNEYS' FEES

26. Any dispute, claim , action, or appeal arising under this Agreement shall be brought in civil court in Hernando County, Florida. This Agreement shall be governed by the laws of Florida and shall be deemed to have been prepared jointly by the **Lessor** and the **Lessee**, and any uncertainty or ambiguity existing herein, if any, shall not be interpreted against either party, but shall be interpreted according to the application of the rules of interpretation for arm's-length agreements. Each party hereto agrees to bear their own attorneys' fees and costs in the event of any dispute, claim, action, or appeal arising out of our related to this Agreement.

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SECTION 27 - FORCE MAJEURE

27. In the event either party hereto shall be delayed, hindered or prevented from the performance of any act required hereunder, by reason of governmental restrictions, scarcity of labor or materials, strikes, riots, war, acts of God, or any other reason beyond the reasonable control of the party delayed, hindered or prevented from performing the act, then the performance of such act shall be excused for the period of the delay, and the period for performance of any such act shall be extended for a period equivalent to the period of such delay.

SECTION 28 - NOTICES

28. All notices, consents, waivers, demands, requests or other instruments required or permitted by this Agreement shall be deemed to have been sufficiently served if the same shall be in writing and placed in the United States mail, via certified mail or registered mail, return receipt requested, with proper postage prepaid and addressed to the other party hereto at the address shown on page 1 hereof.

SECTION 29 - ASSIGNMENT AND SUBLETTING

29. The **Lessee** may not assign, transfer, sublet, mortgage, pledge or encumber this Agreement or the Premises, in whole or in part without prior written permission of the **Lessor**. This does not exclude 3rd party service agreements pertaining to all lawful business conducted by **Lessee** as approved is Section 5.A above.

SECTION 30 - SUCCESSORS

30. This Agreement and the covenants and conditions contained herein shall be binding upon and inure to the benefit of the **Lessor** and its successors and assigns, and shall be binding upon the **Lessee** and its successors.

SECTION 31 - ENTIRE AGREEMENT

31. This Agreement and the Exhibits hereto set forth the entire understanding between the **Lessor** and the **Lessee** concerning the subject matter of this Agreement and incorporate all prior negotiations and understandings, either oral or written. No alteration, amendment, change or addition to this Agreement shall be binding upon either party unless in writing and executed and delivered by both the **Lessor** and the **Lessee**.

SECTION 32 - SEVERABILITY

32. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be declared invalid or deemed unenforceable by a court of competent jurisdiction or superseding law, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement

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shall be valid and enforced to the fullest extent permitted by law notwithstanding the invalidity of any other term or provision hereof.

SECTION 33 - RECORDING OF LEASE AGREEMENT

33. This Agreement shall be recorded at the **Lessee's** expense.

SECTION 34 - DESIGNATION OF LESSOR AGENT

34. This **Lessor** designates and the **Lessee** agrees that the Manager of the Airport shall do and perform on behalf of the **Lessor** all acts requiring the discretion of its agent hereunder, including at all reasonable times, the right to enter upon the Premises for the inspection of same.

SECTION 35 -ACCESS TO PREMISES

35. The **Lessor** and its authorized representatives and agents shall have the right to enter the Premises during all regular business hours, and in emergencies at all times, for the purpose of making repairs, installing utilities, providing services to the Premises, or making inspections or showing the same to prospective purchasers, lessor, or lenders.

SECTION 36 - QUIET ENJOYMENT

36. The **Lessee**, so long as **Lessee** does not default in the performance of any of the terms of this Agreement, shall peaceably and quietly hold, occupy and enjoy the Premises, during the term hereof without any hindrance by the **Lessor**.

SECTION 37 - EXECUTION IN COUNTERPARTS

37. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

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IN WITNESS WHEREOF, the **Lessor** and the **Lessee** have caused this Agreement to be executed in their respective names and their respective seals to be hereunto affixed and attested by their duly authorized officers.

PATRICIA DINN
Notary Public - State of Florida
My Comm. Expires Jul 18, 2014
Commission # EE 9785

PEM-AIR, LLC **LESSEE**

By: _____ 9-5-2013
Virgil D. Pizer, Manager Date

ATTEST:
SEAL
Donald R. Barbee, Jr.
CLERK OF CIRCUIT COURT

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

By: _____ 9-24-13
David D. Russell, Jr., Chairman Date

WITNESS:

HERNANDO COUNTY AVIATION AUTHORITY CONCURRENCE

By: _____ 9/10/13
Gregory S. LaMont, Vice Chairman Date

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

County Attorney

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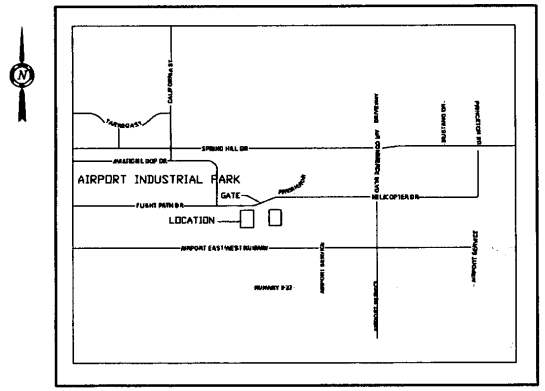
EXHIBIT A

HERNANDO COUNTY AIRPORT
HANGAR 5 OFFICE PROJECT

LOCATION



INDEX OF PLANS

1 KEY SHEET
2 HANGAR OFFICE PLAN

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY RE-PRODUCTION. THIS MUST BE CON-SIDERED WHEN OBTAINING SCALED DATA.

PREPARED BY: **HERNANDO COUNTY, FLORIDA** **Department of Public Works** **ENGINEERING DIVISION** 1525 E. Jefferson Street Brooksville, FL 34601-2807 Ph. (352) 754-4082 Fax (352) 754-4423	*LOCATION:* HERNANDO COUNTY AIRPORT 16300 FLIGHT PATH DRIVE SPRING HILL, FLA. SEC-14 TWP-23S. RNG-18E	REVISIONS	PLANS REVISED PER H.C.B.D. COMMENTS- 4-28-09	GREGG SUTTON PE ASSISTANT COUNTY ENGINEER 1525 EAST JEFFERSON STREET BROOKSVILLE, FL. 34601 P.E. # 57866	DRAWN BY: AL T. SCALE: N.T.S. PAGE: 1 OF 2 DATE: 3-13-09

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EXHIBIT B

HERNANDO COUNTY AIRPORT
REVOCABLE LICENSE AGREEMENT

This License Agreement is made as of this 8th day of May, 2012, by and between Hernando County, a political subdivision of the State of Florida, whose address is 20 North Main Street, Brooksville, Florida 34601 (hereinafter the "Licensor" or "County") and Pem-Air, LLC, a, Florida Limited Liability Corporation, whose address is 5921 SW 44th Ct., Davie, FL, 33314, (hereinafter the "Licensee").

RECITALS

WHEREAS, the County is the owner of the property known as Hernando County Airport, (hereinafter the 'Airport'); and,

WHEREAS, the Airport is subject to the requirements of various federal laws and regulations including, without limitation, the Surplus Property Act of 1944, as amended, the Federal Property and Administrative Services Act of 1949, as amended, and the rules and orders promulgated by the Federal Aviation Administration, including specifically Order 5190.6B; and,

WHEREAS, there are portions of the Airport, including a runway, which are not currently used for aviation or aeronautical related activities; and,

WHEREAS, the Licensee desires to temporarily utilize specified portions of the Airport Property for the purpose of parking of large aircraft for the purpose of maintenance and disassembly ; (hereinafter said "temporary use of the Premises" is also referred to in this Agreement as "use"; and,

WHEREAS, the requested temporary use of the property is consistent with the Hernando County Comprehensive Plan, Zoning Ordinance, Airport Master Plan, Administrative Conditional Use Permit, and other applicable state and federal laws; and

WHEREAS, Licensee agrees to the terms and conditions of temporary use of the Airport property as specified in this License Agreement, including, without limitation, the Release, Indemnity and Hold Harmless provisions, Required Insurance provisions, Fees, and other terms, conditions and requirements as detailed herein;

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Licensor and Licensee do hereby agree as follows:

SECTION 1. RECITALS.

The above Recitals are true and correct and are incorporated herein and made a part hereof by this reference.

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SECTION 2. PREMISES.

The Licensor hereby grants to the Licensee the right to use, consistent with all the terms and conditions of this Agreement, that portion of the Airport property described and shown on Exhibit "A" attached hereto and made a part hereof by this reference, (hereinafter the Premises'). The license shall include a limited right of ingress and egress to the Premises, at such times as are specified herein, using only the access roads specified in Section 8.B. below. All truck access is subject to prior coordination and approval by the Airport Manager, or designee.

SECTION 3. DURATION OF LICENSE.

A. This License Agreement shall commence on May 8, 2012, and shall terminate on December 31, at 11:59 p.m., of the same year the License is issued, unless earlier terminated as set forth herein. The Licensee shall not be privileged to enter or utilize the Premises prior to complete execution and approval of this License Agreement, including acknowledged receipt and sufficiency of Required Insurance.

SECTION 4. NONEXCLUSIVE USE OF PREMISES.

The Licensor and the Licensee further agree that other Airport uses may take place concurrently with Licensee's permitted use of the Premises.

SECTION 5. PERMITTED USE OF PREMISES.

A. The Licensee may use the Premises ONLY for the following purposes, which are fully described as follows: Aircraft parking, maintenance and disassembly. Licensee shall be solely responsible for the proposed use, including doing any and all things necessary to insure the Premises is made safe for the Licensee's proposed use by employees and guests.

B. The Licensee shall not use or permit the use of the Premises for any other purpose, other than that stated above, without a prior written amendment to this Agreement. All activities in connection with proposed use shall be coordinated in advance with the Airport Manager.

SECTION 6. REQUIRED PERMITS.

A. The Licensee, in its own name and at its own expense, shall obtain all permits and/or licenses required or needed in connection with any use or this License

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Agreement. All such permits/licenses shall be obtained prior to the first use and copies shall be provided to the Airport Manager. Failure to obtain said approvals and permits will render the license granted herein null and void.

B. The failure of this Agreement to address a particular permit, condition, term or restriction shall not relieve the Licensee of the necessity of complying with the law governing said permitting requirements, conditions, terms or restrictions. No rights to obtain a temporary conditional use approval nor any other rights to the proposed use have been granted or implied simply by the County's approval of this Revocable License Agreement. Licensee may not attempt to force or coerce County approval authorities to approve any temporary conditional use or other land use approval, by asserting that the County has committed to such approvals based on the theory of vested rights or equitable estoppel or any other legal theory based on the County's approval of this Agreement. Approval of a development order requires strict compliance with applicable approval criterion for the requested use.

C. Licensee shall be solely responsible for obtaining all approvals, permits, licenses, insurance, and authorizations from the responsible Federal, State and local authorities, or other entities, necessary to use the Premises in the manner contemplated. Further, it is expressly agreed and understood that Hernando County has no duty, responsibility or liability for requesting, obtaining, ensuring, or verifying Licensee's compliance with the applicable state and federal agency permit or approval requirements. Any permit or authorization granted by the County, including any development order under County land use regulations shall not in any way be interpreted as a waiver, modification, or grant of any state or Federal or State agency permits or authorizations or permission to violate any state or federal law or regulation. Licensee shall be held strictly liable, and shall hold Licensor Hernando County, its officers, employees and agents harmless for administrative, civil and criminal penalties for any violation of Federal and State statutes or regulations, including but not limited to environmental laws and regulations. Nothing herein shall be interpreted as restricting or limiting Hernando County from bringing an enforcement action under the Hernando County Code of Ordinances.

SECTION 7. LICENSE FEE; OTHER COSTS.

The Licensee agrees that the License Fee for use of the Premises shall be Four Hundred Dollars ($400.00) per month for each required aircraft parking space. The fee is due and payable on or before the 10th of the month following the month of use. If the fee is not paid when due, payment is subject to a 10% late payment fee and this License Agreement is automatically canceled. The Licensee is responsible for all taxes, fees or any other costs associated with each use.

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SECTION 8. MANDATORY CONDITIONS OF USE.

A. IMPROVEMENTS. The Licensee is not permitted to make any alteration to the Premises, to make improvements to the Premises or to place improvements on the Premises, except such alterations or improvements as are specifically identified herein or otherwise authorized in writing by the Airport Manager.

B. ACCESS. The Licensee agrees that all access to/from the Premises shall be via Runway Drive and no other access is authorized. No parking or other use is permitted of the specified access roads. It shall be the responsibility of the Licensee to direct and control all traffic to and from the Premises.

C. RETURN CONDITION / REPAIR OBLIGATION. The Licensee agrees to surrender / return the Premises to the Licensor following each and every use in like-same condition as existed preceding such use. This obligation includes but is not limited to the obligation to return the premises in a clean condition, free from garbage, trash, junk and debris. If the property is not returned in clean condition, the Licensor shall clean the premises and bill the Licensee. Any such bill shall be fully paid within ten days of receipt. Further, the Licensee is strictly obligated to pay the full cost of repair, including administrative costs, for any damage to the Premises caused by the Licensee, its agents, contractors, invitees, patrons and/or guests arising from each use. Licensee acknowledges that said repair may only be performed by County personnel or other authorized and qualified contractors of the County. In addition, Licensee acknowledges that said repair shall be in accordance with all federal, state and local public improvement standards, rules and regulations, including but not limited to public improvement standards, and when triggered, public bidding and contracting rules. If the property is returned with damages necessitating repair, unless otherwise agreed by the parties, the Licensor shall conduct the repair to the premises and bill the Licensee. Any such bill shall be fully paid within thirty days of receipt. Failure to any bill under this section shall disqualify Lessee or its members from any future use of the Premises. In addition, the Licensor may pursue any legal action to recover the debt.

D. ALCOHOL / CONTROLLED SUBSTANCES. The possession or use of alcohol, narcotics and/or controlled substances on the Premises is strictly prohibited by each and every person attending or participating in any Event.

E. SPECIAL CONDITIONS AND RESTRICTIONS: The following Special Conditions and Restrictions apply to the proposed use of the Premises: The Licensee shall adhere to all local, state, and federal environmental regulations pertaining to it's

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operations. This License Agreement is conditioned upon the existence of a valid Corporate Hanger Lease Agreement between Licensee and Licensor.

SECTION 9. LICENSEE ACKNOWLEDGEMENT / LICENSOR DISCLAIMER CONCERNING CONDITION OF RUNWAY/SURFACE AREAS – LICENSEE ASSUMPTION OF ALL RISKS.

The Licensee acknowledges and agrees, that the Premises consist of portions of an unused runway, which runway is not presently maintained in a condition suitable for aircraft use, and that the runway may have or contain cracks, depressions, uneven surfaces, presence of rocks or other debris, or other conditions which may or may not create a hazard to vehicles operating thereon.

SECTION 10. INDEMNITY / HOLD HARMLESS.

A. Licensee, to the fullest extent permitted by Florida law, covenants, and agrees that it will indemnify and hold harmless the Licensor, its officers, employees and agents, from any and all claims, actions, losses, damages, costs, charges, liabilities and expenses, (as well as attorney's fees and costs, at both trial and appellate levels), including, but not limited to claims in connection with any loss of life, personal injury, (including death), or property damage, arising from, or out of, the occupancy or use of the Premises or use of any other part of the Licensor's property, by the Licensee, its employees, volunteers, participants, agents, contractors, invitees, or guests, or due to or occasioned wholly or in part by any act or omission of the Licensee, its employees, volunteers, participants, agents, contractors, invitees or guests. Notwithstanding anything to the contrary in this License Agreement, the parties hereto shall retain for themselves all claims and defenses under Florida's sovereign immunity laws.

B. The Parties agree that the damages for any tort claim or action are limited to actual damages, incidental damages, costs, and case expenses. In no event shall the Parties be liable for consequential, special, indirect, punitive or exemplary damages, costs, expenses, of losses (including without limitation, lost profits and opportunity costs).

SECTION 11. REQUIRED INSURANCES.

A. LIABILITY. At all times while this Agreement remains in force, the Lessee, at the Lessee's sole expense, shall maintain with respect to the Premises, primary insurance coverage in an amount not less than One Million Dollars ($1,000,000) in general liability insurance (per occurrence) and Two Million Dollars ($2,000,000) (general aggregate) as per the 2012 Insurance Requirements established by the County. On addition, the Lessee, at the Lessee's sole expense, shall provide Products/Completed Operations liability

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insurance in an amount not less One Million Dollars ($1,000,000) (per occurrence) and Two Million Dollars ($2,000,000) (general aggregate) and Hangarkeepers Legal Liability in an amount not less One Million Dollars ($1,000,000) (each aircraft/each occurrence). The Lessee shall endorse "Hernando County Board of County Commissioners" as an additional insured on the General Liability Insurance policy. All insurance shall have a Best's Rating of "A" or better. Insurance Certificates shall be provided to the Airport Manager prior to any use or occupation of the premises. Notwithstanding the foregoing, the parties agree that the existence of insurance is not intended to relieve the Lessee, its employees or agents of any duty as may be imposed under this Agreement or under applicable law. Notwithstanding the minimum insurance requirements above, the Airport Manager is authorized to reduce the general aggregate insurance limit to One Million Dollars when Umbrella Liability insurance is provided or such other reduction as approved with the concurrence of the County Administrator.

B. AUTO LIABILITY. Coverage shall be provided for all tagged vehicles. The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the work performed pursuant to this Agreement shall be $500,000.

C. WORKERS COMPENSATION. Licensee shall maintain Workers Compensation Insurance for all covered individuals present on site in accordance with State and Federal Law. (i.e., all persons required to be covered by such insurance shall be covered). When applicable, the Licensee shall provide a true and correct copy of the Workers Compensation Insurance Certificate to the Airport Manager, prior to any use of the Premises hereunder.

D. REJECTION / NOTICE. Licensor 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, Licensor 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. If the Licensee 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, Contractor agrees to notify the Licensor by fax within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance.

E. The terms "LICENSOR", "COUNTY" or "HERNANDO COUNTY" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments, and offices of the County and individual officers, members, employees, volunteers, and agents thereof in their official capacities, and/or while acting on behalf of Hernando County.

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SECTION 12. TERMINATION.

This License Agreement may be terminated by the Licensor, for any material violation under this license agreement, upon 30 days notice to the Licensee. This License Agreement may also be terminated by the Licensor, for any reason or no reason, upon 180 days notice. This license agreement may also be terminated by mutual written agreement, between Licensee and Licensor at any time.

SECTION 13. NOTICES.

All notices, demands, requests, or replies provided for or permitted by this License Agreement shall be in writing and may be delivered by any one of the following methods: (a) by personal delivery; (b) by deposit with the United States Postal Service as certified or registered mail, return receipt requested, postage prepaid, to the addresses stated below; (c) by prepaid nationally-recognized overnight courier (such as UPS, overnight mail, or Federal Express), or be by facsimile transmission). Notice deposited with the United States Postal Service in the manner described above shall be deemed effective three (3) business days after deposit with the Postal service. Notice by facsimile or overnight express delivery service shall be deemed effective one (1) business day after transmission or after deposit with the express delivery service. Notice by personal delivery shall be deemed effective at the time of personal delivery.

For purposes of notice or communication to the Licensee:

_____
_____
_____
_____

In the case of notice or communication to the Licensor:

Hernando County
c/o County Administrator
20 North Main Street, Suite 263
Brooksville, Florida 34601
Phone: (352) 754-4000
Fax: (352) 754-4477

copy to:

Don Silvernell, Airport Manager
Hernando County Airport
15800 Flight Path Drive
Brooksville, Fl 34604
Phone: (352)-754-4061
Fax: (352) 799-1711

AP.

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SECTION 14. NO ASSIGNMENT.

The Licensee shall not assign this License Agreement to any other person or entity. Any attempt to assign this Agreement will revoke the license granted herein and the Agreement will be deemed terminated.

SECTION 15. ENTIRE AGREEMENT.

This Agreement incorporates or references all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in, incorporated into, or referenced in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 16. AMENDMENT -MODIFICATION.

This License Agreement may only be modified by a written document duly executed by the Licensor and the Licensee.

SECTION 17. SEVERABILITY.

If any clause, section, sentence or any other portion or any part of this License Agreement is contrary to, prohibited by, or deemed invalid or null and void for any reason under any applicable law or regulation, such provisions shall be inapplicable and deemed omitted to the extent so contrary, prohibited, invalid or void, however, the remainder hereof shall not be invalidated thereby and shall be given full force and effect to the fullest extent permitted by law.

SECTION 18. VENUE; ATTORNEY FEES.

Any dispute, claim or action relating to or arising under this License Agreement shall be brought solely in the Circuit Court, in Hernando County, Florida. Venue shall be limited to Hernando County, Florida. This License Agreement shall be governed by Florida Law. Each party hereto agrees to bear their own attorney fees and costs in the event of any dispute.

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IN WITNESS WHEREOF, the Licensor and the Licensee have caused this License Agreement to be executed in their respective names and their respective seals to be hereunto affixed and attested by their duly authorized officers, as of the date last executed below.

WITNESS

PATRICIA DINN
Notary Public - State of Florida
My Comm. Expires Jul 18, 2014
Commission # EE 9785

Licensee
Pem-Air, LLC.

By: _____ 5-1-12
Virgil Pizer, Manager **Date**

WITNESS:

BOARD OF COUNTY COMMISSIONERS HERNANDO COUNTY, FLORIDA SEAL

Licensor
Board of County Commissioners
Hernando County, Florida

By: _____ 5/8/12
Wayne Dukes, Chairman **Date**

WITNESS:

Concurrence
Hernando County Aviation Authority

By: _____ 5/2/12
Gary Schraut, Chairman **Date**

Approved for Form
and Legal Sufficiency:

Richard Appicello
Assistant County Attorney

INSTR #2021087542 BK: 4087 PG: 1343 Page 1 of 18
FILED & RECORDED 11/18/2021 9:47 AM CVW Deputy Clk
Doug Chorvat, Jr., HERNANDO County Clerk of the Circuit Court
Rec Fees: $154.50

CORPORATE HANGAR LEASE AGREEMENT

THIS IS A LEASE AGREEMENT dated as of 10th day of November 2021, between **Hernando County**, a political subdivision of the State of Florida (the "**Lessor**" or the "County") whose address is 15470 Flight Path Drive, Brooksville, Florida 34604 and **Pem-Air, LLC** (the "**Lessee**") whose address is 16300 Flight Path Drive, Brooksville, Florida 34604.

WHEREAS, the Brooksville - Tampa Bay Regional Airport (the "Airport") is subject to the requirements of various federal laws and regulations including, without limitation, the Surplus Property Act of 1944, as amended, the Federal Property and Administrative Services Act of 1949, as amended, and the rules and orders promulgated by the Federal Aviation Administration (the FAA); and,

WHEREAS, FAA Compliance Order No. 5190.6A, including but not limited to Chapter 4 thereof, require that surplus property airports (which includes the Airport herein) generate revenue, income or its functional equivalent to the airport; and,

WHEREAS, pursuant to a directive of Congress, as a surplus airport property, the Airport is subject to compliance review by the FAA and the United States Department of Transportation Inspector General Office; and,

WHEREAS, FAA Compliance regulations require that use of Surplus Airport Property be authorized by a written instrument providing for payment of fair, reasonable and non-discriminatory fees, rentals or other user charges; and,

WHEREAS, all leases at the Airport are further governed by Chapter 3 of the Hernando County Code of Ordinances.

WHEREAS, the **Lessee** currently occupies the Premises under a lease entered into September 24, 2013, which expired September 30, 2021.

NOW THEREFORE, the **Lessor** and the **Lessee** hereby agree as follows:

The above recitals are incorporated herein and made a part hereof.

SECTION 1 - PREMISES

1.A.1. The **Lessor** hereby leases the real property with a street address of 16300 Flight Path Drive, Brooksville, FL, 34604.

1.A.2. The **Lessor** will lease a building containing approximately 10,000 square feet of interior floor space together with certain improvements (collectively the "Improvements"). The Improvements were constructed in accordance with all applicable building codes and standards in effect at the time of construction.

SECTION 2 - LEASE TERM

2.A. This Agreement shall be effective upon the last date signed by the **Lessor** and the **Lessee** (the "Effective Date"). The lease term for the Premises shall commence on the 1st day of October, 2021, and shall end on the anniversary date five (5) years hence (the "Anniversary Date").

2.B. Either party to this Agreement shall have the right, with or without cause, to terminate the Agreement by giving sixty (60) days prior written notice to the other party, provided that the terminating party has otherwise complied with all of the terms and conditions of this Agreement and is not in default hereunder.

SECTION 3 - SECURITY DEPOSIT

3.A. The **Lessee** shall deposit with the **Lessor** the sum of Six Thousand Five Hundred and no/100 Dollars ($6,500.00) (the "Security Deposit") no later than ten (10) days prior to this Agreement being presented to the Hernando County Board of County Commissioners for execution, which shall be held by the **Lessor** as security for the steadfast performance by the **Lessee** of all the terms, covenants, and conditions of this Agreement during the term hereof.

3.B. If the **Lessee** defaults with respect to any provision of this Agreement, including but not limited to the payment of any rent, the **Lessor** may, but shall not be obligated to, apply or retain all or any portion of said Security Deposit for the payment of any amount due the **Lessor** or to reimburse or compensate the **Lessor** for any liability, cost, defense, loss or damage which the **Lessor** may suffer or incur by reason thereof.

3.C. The **Lessor** shall promptly, at the expiration or earlier termination of the term hereof and after the **Lessee** has vacated the Premises, return to the **Lessee** that portion of the Security Deposit not used or applied by the **Lessor**. Said Security Deposit shall not accrue interest to the **Lessee**.

SECTION 4 - RENT

4.A. **Lessee** shall pay to the **Lessor** the following Facility Rent:

4.A.1. **Lessee** shall pay monthly Facility Rent ($1/12^{th}$ of annual Facility Rent) in advance and without demand, on or before the first day of each month upon commencement of the term of this Agreement pursuant to the schedule below for the lease term:

	Annual Rent		Annual Rent
Year 1	$49,378.03	Year 4	$53,956.71
Year 2	$50,859.37	Year 5	$55,575.41
Year 3	$52,385.15		

4.B. Rent shall be due monthly (1/12th of the annual Minimum Rent) and shall be due and payable on the first day of each month. A ten percent (10%) penalty will be applied to all rents received after 5:00 p.m. on the tenth (10th) day of the month. The **Lessee** is separately responsible for all applicable taxes, sales tax, late fees, special assessments, etc.

4.C. The acceptance by the **Lessor** of any payment from the **Lessee** in an amount less than that which is due shall in no way affect **Lessor's** rights under this Lease and shall in no way constitute an accord and satisfaction, waiver, or estoppel upon the **Lessor**.

SECTION 5 - USE OF PREMISES

5.A. The **Lessee** shall use the Premises for the storage of **Lessee**-owned or managed aircraft and / or related support equipment. Additionally, Lessee shall conduct equipment repair and maintenance on the premises. No other use shall be permitted without the prior written consent of the Airport Manager.

5.B. The **Lessee** shall comply with all present and future laws, ordinances, orders, rules and regulations or zoning classifications of any lawful governmental authority, agency or other public or private regulatory authority having jurisdiction over the Premises or the operation thereof.

5.C. The **Lessee** shall not commit or permit any act to be committed in or about the Premises which results in any damage of the Premises, damages Airport property or harms others, or in any way constitutes a nuisance or interferes with the rights of other Airport tenants.

5.D. The **Lessee** shall comply with all federal, state and local requirements concerning the disposition of sump drained fuel. The **Lessee** is responsible should any fine, penalty or judgment be handed down to the **Lessor** as a result of the **Lessee's** actions.

5.E. As used herein, the term "hazardous material" shall mean any hazardous or toxic substance, material or waste (including, without limitation, asbestos) which, now or in the future, is determined by any state, federal or local governmental authority to be capable of posing a risk of injury to health, safety or property and/or the use and/or disposal of which is regulated by any governmental authority. The **Lessee** shall not cause or permit any hazardous material to be brought upon, kept or used in or about the Premises by the **Lessee**, its sub-tenants, agents, employees, contractors or invitees, unless permitted by, and used or stored in

obligations, as herein above set forth, the **Lessor**, at its election, shall have the right to (1) terminate this Agreement, or (2) cause the **Lessee** to remove and properly dispose of the hazardous material, all at the **Lessee**'s sole cost and expense and in compliance with a removal and disposal plan in conformity with applicable laws and subject to the prior approval of the **Lessor**, or (3) perform the removal and disposal thereof itself, in which event the **Lessee** shall reimburse the **Lessor**, on demand, for the cost incurred by the **Lessor** in doing so and in securing any certifications deemed necessary or desirable by the **Lessor**.

SECTION 6 - UTILITIES, CONNECTIONS, FEES AND SERVICES

6. The **Lessee** shall pay for all water, gas, heat, electricity, light, power, sewer charges, fire protection fees, telephone service, and all other services and utilities supplied or provided to the Premises. The **Lessee** shall further pay for all connection charges and deposits in connection with such utility services.

SECTION 7 - DELIVERY OF POSSESSION

7. The **Lessee** hereby acknowledges it has had adequate opportunity to inspect the proposed Premises and will lease the Premises at 16300 Flight Path Drive. The **Lessor** makes no warranty or representation to the **Lessee**, and the **Lessee** agrees the **Lessor** has made no representation, respecting the condition of the Premises, or applicable zoning laws and regulations. The taking of possession of the Premises by the **Lessee** shall be conclusive evidence against the **Lessee** that the Premises were in good and satisfactory condition when possession was so taken.

SECTION 8 - INSURANCE

8.A. At all times while this Agreement remains in force, the **Lessor** agrees to maintain fire and casualty insurance on the improvements located on the Premises in such amount deemed acceptable to **Lessor**; however, the **Lessee** shall reimburse the **Lessor** its cost of said casualty insurance for such policy pertaining to the Premises or in such pro rata share if coverage is provided under a master or umbrella policy. The **Lessee** agrees to pay the **Lessor** such amount within thirty (30) days of receipt of invoice from the **Lessor**.

8.B. At all times while this Agreement remains in force, the **Lessee**, at the **Lessee's** sole expense, shall maintain the following insurance with a Best's rating of 'A' or better:

8.B.1. Workers Compensation/Employer's Liability. The minimum limits of insurance (inclusive of any amount provided by an umbrella or excess policy) shall be as required by law.

8.B.2. Liability. At all times while this Agreement remains in force, the **Lessee**, at the **Lessee's** sole expense, shall maintain with respect to the Premises, primary insurance

coverage in an amount not less than One Million Dollars ($1,000,000) in general liability insurance (per occurrence) and Two Million Dollars ($2,000,000) (general aggregate) as per the 2012 Insurance Requirements established by the County. In addition, the **Lessee**, at the **Lessee's** sole expense, shall provide Products/Completed Operations liability insurance in an amount not less One Million Dollars ($1,000,000) (per occurrence) and Two Million Dollars ($2,000,000) (general aggregate) and Hangarkeepers Legal Liability in an amount not less than One Million Dollars ($1,000,000) (each aircraft/each occurrence). The **Lessee** shall endorse "Hernando County Board of County Commissioners" as an additional insured on the General Liability Insurance policy. All insurance shall have a Best's Rating of "A" or better. Insurance Certificates shall be provided to the Airport Manager prior to any use or occupation of the premises. Notwithstanding the foregoing, the parties agree that the existence of insurance is not intended to relieve the **Lessee**, its employees or agents of any duty as may be imposed under this Agreement or under applicable law. Notwithstanding the minimum insurance requirements above, the Airport Manager is authorized to reduce the general aggregate insurance limit to One Million Dollars when Umbrella Liability insurance is provided, or such other reduction as approved with the concurrence of the County Administrator.

Reduction Sought. Type/Reason:_____
Approval:_____ (Airport Manager Initials)
Approval:_____ (County Administrator)

8.B.3. Auto Liability. Coverage shall be provided for all tagged vehicles. The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the work performed pursuant to this Agreement shall be $500,000.

8.C. The **Lessee** shall deliver to the **Lessor** certificates or binders evidencing the existence of the insurance upon execution of this Agreement and shall be obligated to provide evidence of continuing coverage throughout the term of this Agreement. The insurance binder shall provide that the insurance carrier shall notify the **Lessor** twenty (20) days prior to the date of expiration of coverage thereunder. The **Lessee** shall notify the **Lessor** in writing a minimum of twenty (20) days in advance in the event of future insurability cancellation.

8.D. Failure to maintain required insurance and to provide continuing evidence of insurance to the **Lessor** is a material breach of this Agreement and shall be grounds for the **Lessor** to take immediate action to evict the **Lessee** pursuant to applicable law. In addition to any other remedies available to the **Lessor** under this Agreement or applicable law, lapse of insurance coverage required herein on leasehold improvements and/or for liability shall subject the **Lessee** to a penalty of five hundred dollars ($500.00) to be added to the amount of rent due for the first rental period after notice to the **Lessor** of such lapse.

SECTION 9 - INDEMNIFICATION

9.A. The **Lessee** shall indemnify, defend, and save the **Lessor** harmless against any and all claims, suits, demands, actions, fines, damages, and liabilities, and all cost and expenses thereof arising out of injury to persons (including death) or property occurring in, on or about, or arising out of the Premises if caused or occasioned wholly or in part by any acts or omissions of the **Lessee**, its agents, contractors, subcontractors, employees, subtenants or invitees. In any litigation arising from this Agreement, the parties to such litigation shall bear their own attorney's fees, costs and other expenses. Further, the **Lessee** shall give the **Lessor** immediate written notice of any such happening causing injury to persons or property.

9.B. The **Lessor** shall indemnify, defend, and save the **Lessee** harmless against any and all claims, suits, demands, actions, fines, damages, and liabilities, and all cost and expenses thereof arising out of injury to persons (including death) or property occurring in, on or about, or arising out of the Premises if caused or occasioned wholly or in part by any acts or omissions of the **Lessor**, its agents, contractors, subcontractors, employees, subtenants or invitees. In any litigation arising from this Agreement, the parties to such litigation shall bear their own attorney's fees, costs, and other expenses. Further, the **Lessor** shall give the **Lessee** immediate written notice of any such happening causing injury to persons or property.

9.C. The **Lessor** shall not be liable for any injury or damage to persons or property resulting from fire, explosion, steam, gas, electricity, water, rain, or leaks from the Premises or from pipes, appliances, plumbing works, roof, street, subsurface or from any other place or by dampness or by any other cause of whatever nature. The **Lessor** shall not be liable for any damage caused by other tenants or persons in the Premises, occupants of adjacent property, the public, or such damage caused by operations in construction of any public or private work.

9.D. All property of the **Lessee** or any others kept or stored on the Premises shall be so kept or stored at the risk of the **Lessee** only and the **Lessee** shall hold the **Lessor** harmless from any claims arising out of the damage to the same. Without limiting the provisions of this paragraph, the **Lessor** shall not be liable for any damage to fixtures, merchandise, property of whatever kind of the **Lessee**, caused by fire or any other insurable hazard regardless of the nature or cause and including, non-exclusively, fire, wind, flood, water-damage, Acts of God, disasters, war, acts of terrorism, and aviation accidents, and the **Lessee** does hereby expressly release the **Lessor** from all liability for such damage of all items covered in this paragraph.

9.E. The parties agree that the damages for any tort claim, or action are limited to actual damages, incidental damages, costs, and case expenses. In no event shall the Parties be liable for consequential, special, indirect, punitive, or exemplary damages, costs, expenses, or loses (including, without limitation, lost profits and opportunity costs).

SECTION 10 - PROTECTION AGAINST LIENS

10. The **Lessee** shall keep the Premises free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by the **Lessee**. In the event the **Lessee** fails to discharge any such lien within fifteen (15) days following written notice and demand by the **Lessor** for removal of such lien, the **Lessor**, in addition to all remedies provided herein and by law or in equity, has the right but not the obligation to discharge the lien by means of bond or posting security. If the **Lessor** acts to discharge or secure any lien caused by the **Lessee**, then the **Lessee** shall reimburse the **Lessor** on demand, as additional rent, for all sums paid and all costs and expenses incurred by the **Lessor** involving such lien together with interest on the total expenses and costs at the maximum rate allowed by law.

SECTION 11 - COMMON AREAS

11. The **Lessor** agrees that the **Lessee**, shall have the right throughout the term of this Agreement, running from the Effective Date herein, to use, in common with others entitled to similar use thereof, all of the common use areas of the Airport that may from time to time be constructed or maintained, including but not limited to all taxi lanes, service drives and sidewalks for ingress and egress to and from the Premises and all parking areas provided by the **Lessor**. The **Lessor** shall adequately maintain all such common areas in good, usable condition throughout the term of this Agreement. The **Lessor** may temporarily close the common areas in order to make any necessary repairs. The **Lessor** reserves the right, in its sole discretion, to modify, alter, remove, reduce, redesign or to make changes, additions, alterations, improvements or installments in or to the common areas or any portion thereof; provided, however, that no obstruction of the **Lessee**'s right of reasonable access to the Premises shall be caused by any of the above changes.

SECTION 12 - SIGNS

12.A. No signs will be installed on the exterior of the building without prior written consent of the Airport Manager and in compliance with the Hernando County Sign Regulations.

SECTION 13 - ALTERATIONS BY LESSEE

13.A. The **Lessee** shall make no structural changes respecting the Premises except by and with the prior written consent of the **Lessor**, which consent shall be in **Lessor**'s sole discretion. Any written request by the **Lessee** to the **Lessor** to make any alterations, additions or improvements shall in each instance be accompanied by plans and specifications for such alterations (the "Alterations") in such detail as the **Lessor** may reasonably require. All Alterations to the Premises shall be made or installed in accordance with applicable laws and codes. **Lessor**'s approval of the plans for any alterations, additions, or improvements to be constructed by the **Lessee** shall in no event create any responsibility or liability on the part of

the **Lessor** for their completeness, design sufficiency or compliance with any and all applicable laws, rules and regulations of any governmental authorities.

13.B. All Alterations, including, without limitation: partitions; walls; railings; carpeting; floor and wall coverings; and other fixtures (excluding, however, the **Lessee**'s trade fixtures as described in the Section entitled "Trade Fixtures and Equipment" herein), shall, when made or installed, at once become the property of the **Lessor** and shall remain for the benefit of the **Lessor** at the expiration date or earlier termination of this Agreement, in as good order and condition as they were when made or installed, reasonable wear and tear excepted.

13.C. In the event of making such Alterations as herein provided, the **Lessee** shall indemnify and save harmless the **Lessor** from all expenses, liens, claims or damages to either persons or property arising out of or resulting from the undertaking or making of such Alterations. The **Lessor**, as a condition of approving any Alterations, may require the **Lessee** to remove any alterations and to restore the Premises to its original condition, ordinary wear and tear excepted.

SECTION 14 - MAINTENANCE OF PREMISES

14.A. The **Lessor** shall keep and maintain the roof over the Premises and the structural portions of the Premises in good order, condition, and repair. In the event any damage thereto shall have been caused by any act or negligence of the **Lessee**, its employees, agents, invitees, or contractors, then such damage shall be repaired by the **Lessee** to the reasonable satisfaction of the **Lessor**.

14.B. Except as provided in Section 14.A., at all times while this Agreement remains in force, the **Lessee** shall keep and maintain in good order, condition and repair the Premises and every part thereof, including, without limitation: the interior walls; floors and ceilings; the exterior and interior portions of all doors, windows, glass, security gates, landscaping, utility facilities, plumbing and sewage facilities within the Premises or under the floor slab, fixtures, heating, air-conditioning including exterior mechanical equipment, and interior and exterior electrical equipment serving the Premises, including compliance with all applicable building codes.

SECTION 15 - TRADE FIXTURES AND EQUIPMENT

15. Provided the **Lessee** is not in default under this Agreement, any trade fixtures installed in the Premises, at the **Lessee**'s sole expense, shall remain the **Lessee**'s personal property and the **Lessee** shall have the right at any time during the term of this Agreement to remove such trade fixtures. Upon removal of any trade fixtures, the **Lessee** shall immediately restore the Premises to substantially the same condition as they were when received by the **Lessee**, ordinary wear and tear excepted. Any trade fixtures not removed at termination or end of this Agreement become, at **Lessor**'s sole election, the property of the **Lessor**.

SECTION 16 - COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

16. The **Lessee** will use the Premises and conduct or allow any activities upon the Premises only in compliance with all applicable laws and governmental regulations, together with those regulations generally applicable to Airport tenants as adopted from time to time by the County after due public notice and hearing.

SECTION 17 - AIRPORT MATTERS

17. This Agreement is subordinate to the provisions of the deed and other instruments from the United States of America conveying title to the Airport or otherwise imposing restrictions of record concerning use and operation of the Airport. This Agreement is further governed by all rules, regulations, and orders of the Federal Aviation Administration, including but not limited to Compliance Order 5190.6A, as amended from time to time, relative to the operation of surplus airport property (which includes the Airport herein).

SECTION 18 - EXCLUSIVE RIGHTS

18. Notwithstanding any other provision of this Agreement, it is expressly understood and agreed that the rights granted under this Lease are non-exclusive and the **Lessor** herein reserves the right to grant similar privileges, licenses or use to another operator(s), tenant(s) and/or licensee(s) in other portion(s) of the Airport property.

SECTION 19 - NON-DISCRIMINATION

19. The **Lessee** for itself, its heirs, personal representatives, successors in interest and assigns, as a part of the consideration hereof does hereby covenant and agree that in the event facilities are constructed, maintained or otherwise operated on said property described in this Agreement for a purpose which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the **Lessee** shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR, Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation, as said regulations may be amended or renumbered.

SECTION 20 - STANDARD PROTECTION CLAUSES

20.A. The **Lessor** reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property herein described together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or

flight in the said airspace, and for use of said airspace for landing on, taking off from, or operating at the Brooksville - Tampa Bay Regional Airport.

20.B. The **Lessee** expressly agrees for itself, its successors, and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the herein described real property to such a height so as to comply with Federal Aviation Regulations, Part 77, as said regulations may be amended.

20.C. The **Lessee** expressly agrees for itself, its successors and assigns, to prevent any use of the herein described real property which would interfere with or adversely affect the operation or maintenance of the airport, or the air traffic there over, or otherwise constitute an airport hazard.

SECTION 21 - COVENANTS

21.A. As a part of the consideration for this lease, the **Lessee** covenants and agrees:

21.A.1. To further pay or discharge all taxes, assessments, penalties, charges, rates, or liens of any nature whatsoever which may for the period following the effective date of this lease be levied, assessed, charged, imposed, or claimed on or against said Premises or any improvements or fixtures thereon or appurtenances thereto, or any part thereof, or against the Owner or Owners of said land or the improvements, by reason of said ownership, by whatsoever authority levied, assessed, charged, imposed, claimed, and whether the same be on or against the property herein leased, its improvements, fixtures, or appurtenances, or any part thereof, or on or against the income from said land or its improvements, it being the intention of the parties to this lease that the rents herein reserved shall constitute a net income to the **Lessor** from said land herein leased, equal in amount to said rents.

21.A.2. That if the building is destroyed or rendered untenable by fire or other unavoidable accident through no fault of the **Lessee**, the **Lessor** shall make appropriate repairs or replacement within no later than twelve (12) months or such period which is commercially reasonable and practicable under the circumstances.

21.A.3. That in the event the **Lessee**, without the prior written consent of the **Lessor**, shall sell, assign or in any manner encumber or pledge this lease, or if the **Lessee** shall fail to comply with any statute, ordinance, rule, order, regulation or requirement of the Federal or State governments, or Hernando County, or any of its departments, or bureaus applicable to said Premises, the **Lessor** may, if it elects, at any time thereafter, terminate this lease or any of the terms thereof, on giving the **Lessee** fifteen (15) days notice thereof in writing of its intention to do so, and upon giving such notice the lease or those terms thereof shall terminate, expire and come to an end on the date fixed in this lease for the termination and expiration thereof. However, if **Lessee** cures the default within fifteen (15) days of receipt of the notice mentioned above, then **Lessor's** right to terminate this lease shall be abated,

provided, however, if said default cannot be cured within fifteen (15) days upon **Lessee's** exercise of reasonable diligence, **Lessee** shall have such longer time as is reasonably necessary to cure said default provided that **Lessee** commences said cure within said fifteen (15) day period and thereafter diligently prosecutes said cure to completion.

21.A.4. That if at any time prior to the date fixed as the commencement of the term of this lease or if at any time during the term hereby demised there shall be filed by or against **Lessee** in any court pursuant to any law either of the United States or of any State, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of **Lessee's** property, or if **Lessee** makes an assignment for the benefit of creditors, this lease, at the option of the **Lessor**, exercised within a reasonable time after notice of the happening of any one or more of such events, may be canceled and terminated. In such event neither **Lessee** nor any person claiming through or under **Lessee** by virtue of any statute or of order of any court shall be entitled to possession or to remain in possession of the Premises demised but shall forthwith quit and surrender the Premises. **Lessor**, in addition to the other rights and remedies it has by virtue of any other provision herein or elsewhere in this lease contained or by virtue of any statute or rule of law, may retain as liquidated damages any rent, security, deposit of moneys received by it from **Lessee** or others in behalf of **Lessee**.

21.B. As a part of the consideration for this lease, the **Lessor**, upon its part, hereby covenants and agrees as follows:

21.B.1. That the **Lessee** may quietly hold and enjoy the Premises hereby leased without any interruption by the **Lessor**, or any persons claiming through or under it, provided that on the breach of any of the covenants by the **Lessee** herein contained the **Lessor** may thereupon re-enter said Premises and immediately the said term will be terminated.

21.B.2. That the **Lessor** is unaware of any particular circumstances or information affecting or bearing upon the environmental condition of the Premises, but **Lessor** affirms that, to the best of its knowledge, the condition of the property is suitable for the uses permitted herein and that **Lessor** has not disposed of any hazardous materials on the Premises.

21.B.3. **Lessor** agrees that it will not seek payment or contribution from **Lessee** for any claims or costs of any environmental related clean-up or environmental remediation with respect to the Premises where such claims or costs are the sole result of activities on the Premises prior to the commencement of this Agreement; or where such claims or cost were not caused, influenced, or contributed to by **Lessee**, its employees, agents, contractors, or persons acting under the direction or control of **Lessee**, and such claims or costs are not in any way related to or stem from any of the activities described under this Agreement.

21.B.4. Nothing in the foregoing is intended for **Lessor** to relinquish any of its rights as a sovereign local government and **Lessor** expressly reserves all rights and defenses under applicable sovereign immunity law.

SECTION 22 - DAMAGE TO PREMISES

22.A. If the Premises shall be damaged to the extent of less than twenty-five percent (25%) of the cost of replacement value, by fire or other casualty during the term of this Agreement, except for the last six (6) months of this Agreement, then the **Lessor** shall cause such damage to be repaired or restored without unreasonable delay. If the damage to the Premises occurs during the last six (6) months of this Agreement, then the **Lessor** shall have the option to: (a) terminate this Agreement by giving written notice of termination to the **Lessee** within sixty (60) days after the date of the casualty; or (b) cause such damage to be repaired or restored without unreasonable delay.

22.B. If the Premises shall be damaged to the extent of more than twenty-five percent (25%) of the cost of replacement, by fire or other casualty, then the **Lessor** may compel repair of such damage and restoration of improvements without unreasonable delay. The **Lessee** shall give the **Lessor** immediate written notice of any fire or other casualty on the Premises.

22.C. The **Lessee**, at the **Lessee**'s sole expense, may obtain rental insurance to cover its loss for any period that the Premises may be wholly or partially untenable or otherwise unusable hereunder.

SECTION 23 - SURRENDER OF PREMISES

23. Upon the Expiration Date or earlier termination of this Agreement, the **Lessee** shall quit and surrender the Premises to the **Lessor** in the same condition as when received, ordinary wear and tear excepted, together with all keys and combinations to all locks and all improvements, alterations, additions and equipment at any time made or installed in, upon or to the Premises (except personal property and trade fixtures installed at the **Lessee**'s expense), all of which shall thereupon become the property of the **Lessor** without any subsequent claim by the **Lessee**. The **Lessee** agrees to repair any damage caused by the removal of the **Lessee**'s personal property or trade fixtures. If the **Lessee** fails to remove any personal property or trade fixtures, said property shall, at **Lessor**'s sole discretion, be deemed abandoned and become the property of the **Lessor**, or the **Lessor** shall have the right to remove and store such property at the expense of the **Lessee** without further notice to the **Lessee**, and hold the **Lessee** responsible for any and all charges and expenses incurred by the **Lessee** therefor. All expenses incurred by the **Lessor** in the removal and storage of the **Lessee**'s personal property or trade fixtures shall be reimbursed by the **Lessee** on demand as Additional Rent. The provisions of this Section shall survive the expiration date or earlier termination of this Agreement.

SECTION 24 - HOLDING OVER

24. If the **Lessee** remains in possession of the Premises, or any part thereof, after any termination of this Agreement, then the **Lessee** shall be deemed only a tenant-at-will and shall be subject to immediate eviction and removal, without limiting any other remedies the **Lessor** may have. The **Lessor** may, in addition to any other rights which it may have hereunder or at law or in equity, elect in its sole option and discretion to treat any such holding over as the creation of a month-to-month tenancy subject to all the terms and conditions set forth in this Agreement, except that the rent shall be doubled.

SECTION 25 - EVENTS OF DEFAULT AND REMEDIES

25.A. The occurrence of any one or more of the following events shall constitute a default on the part of the **Lessee**: (1) the **Lessee** fails to pay when due any rental (including Minimum Rent and Additional Rent) or any other sum of money payable hereunder within ten (10) days after such rental or payment is due; (2) the **Lessee** breaches or fails to comply with any other term, provision, covenant or condition of this Agreement and such breach or failure shall continue for a period of fifteen (15) days or more after written notice thereof from the **Lessor**; (3) the **Lessee** transfers, assigns, sublets, mortgages, pledges or encumbers this Agreement, the Premises, or any interest in the whole or in any portion thereof in violation of the provisions hereunder; (4) the **Lessee** abandons, deserts or vacates the Premises; or (5) a receiver is appointed to take possession of all or substantially all of the assets of the **Lessee**, or an assignment is made by **Lessee** for the benefit of its creditors, or any action is taken or suffered by the **Lessee** under any insolvency, bankruptcy or reorganization act.

25.B. Upon the occurrence of any of the above events of default, the **Lessor** shall have the option to perform any one or more of the following, in addition to, and not in limitation of, any other remedy or right permitted by law or in equity: (1) the **Lessor** may at once or any time thereafter, without notice to the **Lessee** or any other person, re-enter and repossess the Premises and remove all persons and effects therefrom, using such forces as may be needed without being deemed guilty in any manner of trespass or forcible entry or detainer; (2) the **Lessor** may at once or any time thereafter, without notice to the **Lessee** or any other person, re-enter the Premises and cure, correct or repair any condition which shall constitute a failure on the **Lessee**'s behalf to keep, observe, perform, satisfy or abide by any term, condition, covenant, agreement or obligation of this Agreement or any alteration, amendment, change or addition thereto, and the **Lessee** shall fully reimburse and compensate the **Lessor** upon demand for any costs and expenses incurred in connection with such cure, correction or repair, which sums shall be deemed to be Additional Rent hereunder; (3) the **Lessor** may at once or any time thereafter either declare this Agreement to be terminated without prejudice to any and all rights which the **Lessor** may have against the **Lessee** for rents, damages or breach of this Agreement, or attempt to relet the Premises on such terms as the **Lessor** shall determine. Such reletting shall not be considered as a surrender or acceptance back of the Premises or a termination of this Agreement, and the **Lessee** shall pay the **Lessor** any deficiency between the

amount received, if any, from such reletting after such amount is applied first to **Lessor**'s expenses in connection with re-entry, taking possession and reletting, including brokerage fees and commissions, alterations and redecorating as the **Lessor** may deem appropriate to prepare the Premises for reletting, and the amount of Minimum Rent and Additional Rent payable by the **Lessee** hereunder. The foregoing remedies shall be available to **Lessor** on giving the **Lessee** fifteen (15) days' notice thereof in writing of its intention. However, if **Lessee** cures the default within fifteen (15) days of receipt of the notice mentioned above, then **Lessor's** foregoing remedies shall be abated, provided, however, if said default cannot be cured within fifteen (15) days upon **Lessee's** exercise of reasonable diligence, **Lessee** shall have such longer time as is reasonably necessary to cure said default provided that **Lessee** commences said cure within said fifteen (15) day period and thereafter diligently prosecutes said cure to completion.

25.C. The **Lessee** hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of the **Lessee** being evicted or dispossessed for any cause, or in the event of the **Lessor** obtaining possession of the Premises by reason of the violation by the **Lessee** of any of the covenants and conditions of this Agreement or otherwise.

25.D. Any obligation imposed by law upon the **Lessor** to relet the Premises shall be subject to the permitted uses provided in this Agreement, and the **Lessor** may relet the Premises on such terms and conditions as the **Lessor** may deem advisable. The failure of the **Lessor** to relet or, if the Premises are relet, to collect the rent under such reletting shall not release or affect the **Lessee**'s liability for damages under this Agreement.

25.E. Unless otherwise specified in this Agreement, no remedy of the **Lessor** or the **Lessee** shall be considered exclusive of any other remedy, but each shall be distinct, separate, and cumulative with all other available remedies. Each remedy available under this Agreement or at law or in equity may be exercised by the **Lessor** or the **Lessee** from time to time as often as the need may arise. No course of dealing between the **Lessor** and the **Lessee** or any delay or omission of the **Lessor** or the **Lessee** in exercising any right arising from the other party's default shall impair such right or be construed to be a waiver of a default.

SECTION 26 - VENUE; GOVERNING LAW; ATTORNEYS' FEES; JURY WAIVER

26. Any dispute, claim, action, or appeal arising under this Agreement shall be brought in civil court in Hernando County, Florida. This Agreement shall be governed by the laws of Florida and shall be deemed to have been prepared jointly by the **Lessor** and the **Lessee**, and any uncertainty or ambiguity existing herein, if any, shall not be interpreted against either party, but shall be interpreted according to the application of the rules of interpretation for arm's-length agreements. Each party hereto agrees to bear their own attorneys' fees and costs in the event of any dispute, claim, action, or appeal arising out of our related to this Agreement. To the extent permitted by law, the respective parties to this Lease agree to and do waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties against the other on any matters whatsoever arising out of or in any way connected with this

Lease, **Lessee's** use or occupancy of the unit, or any claim of damage resulting from any act or omission of the parties or either of them in any way connected with this Lease or the unit.

SECTION 27 - FORCE MAJEURE

27. In the event either party hereto shall be delayed, hindered or prevented from the performance of any act required hereunder, by reason of governmental restrictions, scarcity of labor or materials, strikes, riots, war, acts of God, or any other reason beyond the reasonable control of the party delayed, hindered or prevented from performing the act, then the performance of such act shall be excused for the period of the delay, and the period for performance of any such act shall be extended for a period equivalent to the period of such delay.

SECTION 28 - NOTICES

28. All notices, consents, waivers, demands, requests, or other instruments required or permitted by this Agreement shall be deemed to have been sufficiently served if the same shall be in writing and placed in the United States mail, via certified mail or registered mail, return receipt requested, with proper postage prepaid and addressed to the other party hereto at the address shown on page 1 hereof.

SECTION 29 - ASSIGNMENT AND SUBLETTING

29. The **Lessee** may not assign, transfer, sublet, mortgage, pledge or encumber this Agreement or the Premises, in whole or in part without prior written permission of the **Lessor**. This does not exclude 3rd party service agreements pertaining to all lawful business conducted by **Lessee** as approved is Section 5.A above.

SECTION 30 - SUCCESSORS

30. This Agreement and the covenants and conditions contained herein shall be binding upon and inure to the benefit of the **Lessor** and its successors and assigns and shall be binding upon the **Lessee** and its successors.

SECTION 31 - ENTIRE AGREEMENT

31. This Agreement and the Exhibits hereto set forth the entire understanding between the **Lessor** and the **Lessee** concerning the subject matter of this Agreement and incorporate all prior negotiations and understandings, either oral or written. No alteration, amendment, change or addition to this Agreement shall be binding upon either party unless in writing and executed and delivered by both the **Lessor** and the **Lessee**.

SECTION 32 - SEVERABILITY

32. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be declared invalid or deemed unenforceable by a court of competent jurisdiction or superseding law, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law notwithstanding the invalidity of any other term or provision hereof.

SECTION 33 - RECORDING OF LEASE AGREEMENT

33. This Agreement shall be recorded at the **Lessee's** expense.

SECTION 34 - DESIGNATION OF LESSOR AGENT

34. This **Lessor** designates, and the **Lessee** agrees that the Manager of the Airport shall do and perform on behalf of the **Lessor** all acts requiring the discretion of its agent hereunder, including at all reasonable times, the right to enter upon the Premises for the inspection of same.

SECTION 35 - ACCESS TO PREMISES

35. The **Lessor** and its authorized representatives and agents shall have the right to enter the Premises during all regular business hours, and in emergencies at all times, for the purpose of making repairs, installing utilities, providing services to the Premises, making inspections or showing the same to prospective purchasers, lessor, or lenders.

SECTION 36 - QUIET ENJOYMENT

36. The **Lessee**, so long as **Lessee** does not default in the performance of any of the terms of this Agreement, shall peaceably and quietly hold, occupy, and enjoy the Premises, during the term hereof without any hindrance by the **Lessor**.

SECTION 37 - EXECUTION IN COUNTERPARTS

37. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[The remainder of this page has intentionally been left blank.]

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Agreement to be executed in their respective names and their respective seals to be hereunto affixed and attested by their duly authorized officers.

WITNESS:

Valerie M Pizarro

PEM-AIR, LLC (LESSEE)

By: _____ NOV-1-2021
Virgil D. Pizer, Manager **Date**

ATTEST:

BOARD OF COUNTY COMMISSIONERS HERNANDO COUNTY, FLORIDA SEAL

Susan Burns, Deputy Clerk
for **Douglas A. Chorvat, Jr., Clerk**

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA (LESSOR)

By: _____ 11-16-2021
Steve Champion, Chairman **Date**

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

_____
County Attorney

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 1st day of November, 2021, by Virgil D. Pizer as Manager of Pem-Air, LLC, who is personally known to me or who has produced _____ as identification.

GINA GRIMMER
State of Florida-Notary Public
Commission # GG 267690
My Commission Expires
February 10, 2023

Gina Grimmer
(Signature of person taking acknowledgment)
Gina Grimmer
(Name typed, printed or stamped)
_____
(Title or rank)

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 16th day of November, 2021, by Steve Champion as Chairman of the Hernando County Board of County Commissioners, who is personally known to me or who has produced _____ as identification.

MARY E. SPENCER
Notary Public - State of Florida
Commission # GG 281964
My Comm. Expires Mar 31, 2023
Bonded through National Notary Assn.

Mary E. Spencer
(Signature of person taking acknowledgment)
Mary E. Spencer
(Name typed, printed or stamped)
Notary
(Title or rank)

CORPORATE HANGAR LEASE AGREEMENT

THIS IS A LEASE AGREEMENT dated as of ____ day of _____ 2026 between **Hernando County**, a political subdivision of the State of Florida (the "**Lessor**" or the "County") whose address is 15470 Flight Path Drive, Brooksville, FL 34604 and **Pem-Air, LLC** (the "**Lessee**") whose address is 15741 Technology Drive, Brooksville, FL 34606.

WHEREAS, the Brooksville - Tampa Bay Regional Airport (the "Airport") is subject to the requirements of various federal laws and regulations including, without limitation, the Surplus Property Act of 1944, as amended, the Federal Property and Administrative Services Act of 1949, as amended, and the rules and orders promulgated by the Federal Aviation Administration (the FAA); and,

WHEREAS, FAA Compliance Order No. 5190.6A, including but not limited to Chapter 4 thereof, require that surplus property airports (which includes the Airport herein) generate revenue, income or its functional equivalent to the airport; and,

WHEREAS, pursuant to a directive of Congress, as a surplus airport property, the Airport is subject to compliance review by the FAA and the United States Department of Transportation Inspector General Office; and,

WHEREAS, FAA Compliance regulations require that use of Surplus Airport Property be authorized by a written instrument providing for payment of fair, reasonable and non-discriminatory fees, rentals or other user charges; and,

WHEREAS, all leases at the Airport are further governed by Chapter 3 of the Hernando County Code of Ordinances.

WHEREAS, the Lessee currently occupies the Premises under a lease entered into October 1, 2021, which expires September 30, 2026.

NOW THEREFORE, the **Lessor** and the **Lessee** hereby agree as follows:

The above recitals are incorporated herein and made a part hereof.

SECTION 1 - PREMISES

1.A.1. The **Lessor** hereby leases the real property with a street address of 16300 Flight Path Drive, Brooksville, FL, 34604.

1.A.2. The **Lessor** will lease a building containing approximately 10,000 square feet of interior floor space together with certain improvements (collectively the "Improvements"). The Improvements were constructed in accordance with all applicable building codes and standards in effect at the time of construction.

SECTION 2 - LEASE TERM

2.A. This Agreement shall be effective upon the last date signed by the **Lessor** and the **Lessee** (the "Effective Date"). The lease term for the Premises shall commence on the 1st day of October 2026 and shall end on the anniversary date five years hence (the "Anniversary Date"), unless it is terminated earlier in accordance with the terms of this Agreement.

2.B. Renewal Option: **Lessee** shall have the option to renew this Agreement for one (1) additional five (5) year term, with the renewal term commencing immediately upon expiration of the initial lease term. The option may be exercised at **Lessee's** sole discretion by providing written notice to **Lessor** no less than one hundred twenty (120) days prior to the expiration of the initial lease term. The renewal term shall be on the same terms and conditions as this Agreement, unless otherwise agreed in writing by the parties, and unless terminated in accordance with this Agreement.

SECTION 3 - SECURITY DEPOSIT

3.A. The **Lessee** has on deposit with the **Lessor** the sum of Six Thousand Five Hundred and no/100 dollars ($6,500) (the "Security Deposit") which deposit shall be held by the **Lessor** as security for the steadfast performance by the **Lessee** of all the terms, covenants, and conditions of this Agreement during the term hereof.

3.B. If the **Lessee** defaults with respect to any provision of this Agreement, including but not limited to the payment of any rent, the **Lessor** may, but shall not be obligated to, apply or retain all or any portion of said Security Deposit for the payment of any amount due the **Lessor** or to reimburse or compensate the **Lessor** for any liability, cost, defense, loss or damage which the **Lessor** may suffer or incur by reason thereof.

3.C. The **Lessor** shall promptly, at the expiration or earlier termination of the term hereof and after the **Lessee** has vacated the Premises, return to the **Lessee** that portion of the

Security Deposit not used or applied by the **Lessor**. Said Security Deposit shall not accrue interest to the **Lessee**.

SECTION 4 - RENT

4.A. **Lessee** shall pay **Lessor** the following Facility Rent:

4.A.1. **Lessee** shall pay monthly Facility Rent ($1/12^{th}$ of annual Facility Rent) in advance and without demand, on or before the first day of each month upon commencement of the term of this Agreement pursuant to the schedule below:

	$ per square foot	Annual Rent	Monthly Rent
Year 1	$6.55	$65,500.00	$5,458.33
Year 2	$7.53	$75,300.00	$6,275.00
Year 3	$8.70	$87,000.00	$7,250.00
Year 4	$9.00	$90,000.00	$7,500.00
Year 5	$9.27	$92,700.00	$7,725.00

4.A.2. In the event the Lessee exercises its option to renew pursuant to Section 2.B. above, the Annual Rent shall increase by three percent (3%) annually on each anniversary of the commencement date of the renewal term.

4.B. Late Payment Penalty: A ten percent (10%) monthly penalty will be applied to all rents received after 5:00 p.m. on the tenth (10th) day of the month. The **Lessee** is separately responsible for all applicable taxes, sales tax, late fees, special assessments, fire assessments, etc.

4.C. The acceptance by the **Lessor** of any payment from the **Lessee** in an amount less than that which is due shall in no way affect **Lessor's** rights under this Agreement and shall in no way constitute an accord and satisfaction, waiver, or estoppel upon the **Lessor**.

SECTION 5 - USE OF PREMISES

5.A. The **Lessee** shall use the Premises for the storage of **Lessee**-owned or managed aircraft and related support equipment. Additionally, Lessee shall conduct equipment repair and maintenance on the premises. No other use shall be permitted without the prior written consent of the Airport Manager.

5.B. The **Lessee** shall comply with all present and future laws, ordinances, orders, rules and regulations or zoning classifications of any lawful governmental authority, agency or

other public or private regulatory authority having jurisdiction over the Premises or the operation thereof.

5.C. The **Lessee** shall not commit or permit any act to be committed in or about the Premises which results in any damage of the Premises, damages Airport property or harms others, or in any way constitutes a nuisance or interferes with the rights of other Airport tenants.

5.D. The **Lessee** shall comply with all federal, state and local requirements concerning the disposition of sump drained fuel. The **Lessee** is responsible should any fine, penalty or judgment be handed down to the **Lessor** as a result of the **Lessee's** actions.

5.E. As used herein, the term "hazardous material" shall mean any hazardous or toxic substance, material or waste (including, without limitation, asbestos) which, now or in the future, is determined by any state, federal or local governmental authority to be capable of posing a risk of injury to health, safety or property and/or the use and/or disposal of which is regulated by any governmental authority. The **Lessee** shall not cause or permit any hazardous material to be brought upon, kept or used in or about the Premises by the **Lessee**, its sub-tenants, agents, employees, contractors or invitees, unless permitted by, and used or stored in accordance with, any required permits and applicable laws. If the **Lessee** breaches its obligations, as herein above set forth, the **Lessor**, at its election, shall have the right to (1) terminate this Agreement, or (2) cause the **Lessee** to remove and properly dispose of the hazardous material, all at the **Lessee**'s sole cost and expense and in compliance with a removal and disposal plan in conformity with applicable laws and subject to the prior approval of the **Lessor**, or (3) perform the removal and disposal thereof itself, in which event the **Lessee** shall reimburse the **Lessor**, on demand, for the cost incurred by the **Lessor** in doing so and in securing any certifications deemed necessary or desirable by the **Lessor**.

SECTION 6 - UTILITIES, CONNECTIONS, FEES AND SERVICES

6. The **Lessee** shall pay for all water, gas, heat, electricity, light, power, sewer charges, fire protection fees, telephone service, and all other services and utilities supplied or provided to the Premises. The **Lessee** shall further pay for all connection charges and deposits in connection with such utility services.

SECTION 7 - DELIVERY OF POSSESSION

7. The **Lessee** hereby acknowledges it has had adequate opportunity to inspect the proposed Premises and will lease the Premises at 16300 Flight Path Drive. The **Lessor** makes no warranty or representation to the **Lessee**, and the **Lessee** agrees the **Lessor** has made no representation, respecting the condition of the Premises, or applicable zoning laws and

regulations. The taking of possession of the Premises by the **Lessee** shall be conclusive evidence against the **Lessee** that the Premises were in good and satisfactory condition when possession was so taken.

SECTION 8 - INSURANCE

8.A. At all times while this Agreement remains in force, the **Lessor** agrees to maintain fire and casualty insurance on the improvements located on the Premises in such amount deemed acceptable to **Lessor**; however, the **Lessee** shall reimburse the **Lessor** its cost of said casualty insurance for such policy pertaining to the Premises or in such pro rata share if coverage is provided under a master or umbrella policy. The **Lessee** agrees to pay the **Lessor** such amount within thirty (30) days of receipt of invoice from the **Lessor**.

8.B. At all times while this Agreement remains in force, the **Lessee**, at the **Lessee's** sole expense, shall maintain the following insurance with a Best's rating of 'A' or better:

8.B.1. Workers Compensation/Employer's Liability. The minimum limits of insurance (inclusive of any amount provided by an umbrella or excess policy) shall be as required by law.

8.B.2. Liability. At all times while this Agreement remains in force, the **Lessee**, at the **Lessee's** sole expense, shall maintain with respect to the Premises, primary insurance coverage in an amount not less than One Million Dollars ($1,000,000) in general liability insurance (per occurrence) and Two Million Dollars ($2,000,000) (general aggregate) as per the 2012 Insurance Requirements established by the County. In addition, the **Lessee**, at the **Lessee's** sole expense, shall provide Products/Completed Operations liability insurance in an amount not less One Million Dollars ($1,000,000) (per occurrence) and Two Million Dollars ($2,000,000) (general aggregate) and Hangarkeepers Legal Liability in an amount not less One Million Dollars ($1,000,000) (each aircraft/each occurrence). The **Lessee** shall endorse "Hernando County Board of County Commissioners" as an additional insured on the General Liability Insurance policy. All insurance shall have a Best's Rating of "A" or better. Insurance Certificates shall be provided to the Airport Manager prior to any use or occupation of the premises. Notwithstanding the foregoing, the parties agree that the existence of insurance is not intended to relieve the **Lessee**, its employees or agents of any duty as may be imposed under this Agreement or under applicable law. Notwithstanding the minimum insurance requirements above, the Airport Manager is authorized to reduce the general aggregate insurance limit to One Million Dollars when Umbrella Liability insurance is provided, or such other reduction as approved with the concurrence of the County Administrator.

Reduction Sought. Type/Reason:_____ .
Approval:_____ . (Airport Manager Initials)
Approval_____ . (County Administrator)

8.B.3. Auto Liability. Coverage shall be provided for all tagged vehicles. The minimum limits of auto liability insurance (inclusive of any amounts provided by an umbrella or excess policy) is $1,000,000.

8.C. The **Lessee** shall deliver to the **Lessor** certificates or binders evidencing the existence of the insurance upon execution of this Agreement and shall be obligated to provide evidence of continuing coverage throughout the term of this Agreement. The insurance binder shall provide that the insurance carrier shall notify the **Lessor** twenty (20) days prior to the date of expiration of coverage thereunder. The **Lessee** shall notify the **Lessor** in writing a minimum of twenty (20) days in advance in the event of future insurability cancellation.

8.D. Failure to maintain required insurance and to provide continuing evidence of insurance to the **Lessor** is a material breach of this Agreement and shall be grounds for the **Lessor** to take immediate action to evict the **Lessee** pursuant to applicable law. In addition to any other remedies available to the **Lessor** under this Agreement or applicable law, lapse of insurance coverage required herein on leasehold improvements and/or for liability shall subject the **Lessee** to a penalty of five hundred dollars ($500.00) to be added to the amount of rent due for the first rental period after notice to the **Lessor** of such lapse.

SECTION 9 - INDEMNIFICATION

9.A. The **Lessee** shall indemnify, defend, and save the **Lessor** harmless against any and all claims, suits, demands, actions, fines, damages, and liabilities, and all cost and expenses thereof arising out of injury to persons (including death) or property occurring in, on or about, or arising out of the Premises if caused or occasioned wholly or in part by any acts or omissions of the **Lessee**, its agents, contractors, subcontractors, employees, subtenants or invitees. In any litigation arising from this Agreement, the parties to such litigation shall bear their own attorney's fees, costs and other expenses. Further, the **Lessee** shall give the **Lessor** immediate written notice of any such happening causing injury to persons or property.

9.B. The **Lessor** shall indemnify, defend, and save the **Lessee** harmless against any and all claims, suits, demands, actions, fines, damages, and liabilities, and all cost and expenses thereof arising out of injury to persons (including death) or property occurring in, on or about, or arising out of the Premises if caused or occasioned wholly or in part by any acts or omissions of the **Lessor**, its agents, contractors, subcontractors, employees, subtenants or invitees. In any litigation arising from this Agreement, the parties to such litigation shall bear their own attorney's fees, costs and other expenses. Further, the **Lessor** shall give the **Lessee** immediate written notice of any such happening causing injury to persons or property.

9.C. The **Lessor** shall not be liable for any injury or damage to persons or property resulting from fire, explosion, steam, gas, electricity, water, rain, or leaks from the Premises or from pipes, appliances, plumbing works, roof, street, subsurface or from any other place or by dampness or by any other cause of whatever nature. The **Lessor** shall not be liable for any damage caused by other tenants or persons in the Premises, occupants of adjacent property, the public, or such damage caused by operations in construction of any public or private work.

9.D. All property of the **Lessee** or any others kept or stored on the Premises shall be so kept or stored at the risk of the **Lessee** only and the **Lessee** shall hold the **Lessor** harmless from any claims arising out of the damage to the same. Without limiting the provisions of this paragraph, the **Lessor** shall not be liable for any damage to fixtures, merchandise, property of whatever kind of the **Lessee**, caused by fire or any other insurable hazard regardless of the nature or cause and including, non-exclusively, fire, wind, flood, water-damage, Acts of God, disasters, war, acts of terrorism, and aviation accidents, and the **Lessee** does hereby expressly release the **Lessor** from all liability for such, damage of all items covered in this paragraph.

9.E. Damages for any tort claim or action are limited to actual damages, incidental damages, costs, and case expenses. In no event shall the parties be liable for consequential, special, indirect, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs).

SECTION 10 - PROTECTION AGAINST LIENS

10. The **Lessee** shall keep the Premises free from any and all liens arising out of any work performed, materials furnished or obligations incurred by the **Lessee**. In the event the **Lessee** fails to discharge any such lien within fifteen (15) days following written notice and demand by the **Lessor** for removal of such lien, the **Lessor**, in addition to all remedies provided herein and by law or in equity, has the right but not the obligation to discharge the lien by means of bond or posting security. If the **Lessor** acts to discharge or secure any lien caused by the **Lessee**, then the **Lessee** shall reimburse the **Lessor** on demand, as additional rent, for all sums paid and all costs and expenses incurred by the **Lessor** involving such lien together with interest on the total expenses and costs at the maximum rate allowed by law.

SECTION 11 - COMMON AREAS

11. The **Lessor** agrees that the **Lessee**, shall have the right throughout the term of this Agreement, running from the Effective Date herein, to use, in common with others entitled to similar use thereof, all of the common use areas of the Airport that may from time to time be constructed or maintained, including but not limited to all taxi lanes, service drives and sidewalks for ingress and egress to and from the Premises and all parking areas provided by the **Lessor**. The **Lessor** shall adequately maintain all such common areas in good, usable condition

throughout the term of this Agreement. The **Lessor** may temporarily close the common areas in order to make any necessary repairs. The **Lessor** reserves the right, in its sole discretion, to modify, alter, remove, reduce, redesign or to make changes, additions, alterations, improvements or installments in or to the common areas or any portion thereof; provided, however, that no obstruction of the **Lessee**'s right of reasonable access to the Premises shall be caused by any of the above changes.

SECTION 12 - SIGNS

12.A. The Lessee shall install no signs on the exterior of the Improvements without prior written consent of the Airport Manager and shall install any such approved signage in compliance with the Hernando County Sign Regulations.

SECTION 13 - ALTERATIONS BY LESSEE

13.A. The **Lessee** shall make no structural changes respecting the Premises except by and with the prior written consent of the **Lessor**, which consent shall be in **Lessor**'s sole discretion. Any written request by the **Lessee** to the **Lessor** to make any alterations, additions or improvements shall in each instance be accompanied by plans and specifications for such alterations (the "Alterations") in such detail as the **Lessor** may reasonably require. All Alterations to the Premises shall be made or installed in accordance with applicable laws and codes. **Lessor**'s approval of the plans for any alterations, additions or improvements to be constructed by the **Lessee** shall in no event create any responsibility or liability on the part of the **Lessor** for their completeness, design sufficiency or compliance with any and all applicable laws, rules and regulations of any governmental authorities.

13.B. All Alterations, including, without limitation: partitions; walls; railings; carpeting; floor and wall coverings; and other fixtures (excluding, however, the **Lessee**'s trade fixtures as described in the Section entitled "Trade Fixtures and Equipment" herein), shall, when made or installed, at once become the property of the **Lessor** and shall remain for the benefit of the **Lessor** at the expiration date or earlier termination of this Agreement, in as good order and condition as they were when made or installed, reasonable wear and tear excepted.

13.C. In the event of making such Alterations as herein provided, the **Lessee** shall indemnify and save harmless the **Lessor** from all expenses, liens, claims or damages to either persons or property arising out of or resulting from the undertaking or making of such Alterations. The **Lessor**, as a condition of approving any Alterations, may require the **Lessee** to remove any alterations and to restore the Premises to its original condition, ordinary wear and tear excepted.

SECTION 14 - MAINTENANCE OF PREMISES

14.A. The **Lessor** shall keep and maintain the roof over the Premises and the structural portions of the Premises in good order, condition and repair. In the event any damage thereto shall have been caused by any act or negligence of the **Lessee**, its employees, agents, invitees or contractors, then such damage shall be repaired by the **Lessee** to the reasonable satisfaction of the **Lessor**.

14.B. Except as provided in Section 14.A., at all times while this Agreement remains in force, the **Lessee** shall keep and maintain in good order, condition and repair the Premises and every part thereof, including, without limitation: the interior walls; floors and ceilings; the exterior and interior portions of all doors, windows, glass, security gates, landscaping, utility facilities, plumbing and sewage facilities within the Premises or under the floor slab, fixtures, heating, air-conditioning including exterior mechanical equipment, and interior and exterior electrical equipment serving the Premises, including compliance with all applicable building codes.

SECTION 15 - TRADE FIXTURES AND EQUIPMENT

15. Provided the **Lessee** is not in default under this Agreement, any trade fixtures installed in the Premises, at the **Lessee**'s sole expense, shall remain the **Lessee**'s personal property and the **Lessee** shall have the right at any time during the term of this Agreement to remove such trade fixtures. Upon removal of any trade fixtures, the **Lessee** shall immediately restore the Premises to substantially the same condition as they were when received by the **Lessee**, ordinary wear and tear excepted. Any trade fixtures not removed at termination or end of this Agreement become, at **Lessor**'s sole election, the property of the **Lessor**.

SECTION 16 - COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

16. The **Lessee** will use the Premises and conduct or allow any activities upon the Premises only in compliance with all applicable laws and governmental regulations, together with those regulations generally applicable to Airport tenants as adopted from time to time by the Aviation Authority and the County after due public notice and hearing.

SECTION 17 - AIRPORT MATTERS

17. This Agreement is subordinate to the provisions of the deed and other instruments from the United States of America conveying title to the Airport or otherwise imposing restrictions of record concerning use and operation of the Airport. This Agreement is further governed by all rules, regulations, and orders of the Federal Aviation Administration,

including but not limited to Compliance Order 5190.6A, as amended from time to time, relative to the operation of surplus airport property (which includes the Airport herein).

SECTION 18 - EXCLUSIVE RIGHTS

18. Notwithstanding any other provision of this Agreement, it is expressly understood and agreed that the rights granted under this Lease are non-exclusive and the **Lessor** herein reserves the right to grant similar privileges, licenses or use to another operator(s), tenant(s) and/or licensee(s) in other portion(s) of the Airport property.

SECTION 19 - NON-DISCRIMINATION

19. The **Lessee** for itself, its heirs, personal representatives, successors in interest and assigns, as a part of the consideration hereof does hereby covenant and agree that in the event facilities are constructed, maintained or otherwise operated on said property described in this Agreement for a purpose which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the **Lessee** shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR, Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation, as said regulations may be amended or renumbered.

SECTION 20 - STANDARD PROTECTION CLAUSES

20.A. The **Lessor** reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property herein described together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from, or operating at the Brooksville - Tampa Bay Regional Airport.

20.B. The **Lessee** expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the herein described real property to such a height so as to comply with Federal Aviation Regulations, Part 77, as said regulations may be amended.

20.C. The **Lessee** expressly agrees for itself, its successors and assigns, to prevent any use of the herein described real property which would interfere with or adversely affect the operation or maintenance of the airport or the air traffic there over or otherwise constitute an airport hazard.

SECTION 21 - COVENANTS

21.A. As a part of the consideration for this lease, the **Lessee** covenants and agrees:

21.A.1. To further pay or discharge all taxes, assessments, penalties, charges, rates, or liens of any nature whatsoever which may for the period following the effective date of this lease be levied, assessed, charged, imposed, or claimed on or against said Premises or any improvements or fixtures thereon or appurtenances thereto, or any part thereof, or against the Owner or Owners of said land or the improvements, by reason of said ownership, by whatsoever authority levied, assessed, charged, imposed, claimed, and whether the same be on or against the property herein leased, its improvements, fixtures, or appurtenances, or any part thereof, or on or against the income from said land or its improvements, it being the intention of the parties to this lease that the rents herein reserved shall constitute a net income to the **Lessor** from said land herein leased, equal in amount to said rents.

21.A.2. That if the building is destroyed or rendered untenable by fire or other unavoidable accident through no fault of the **Lessee**, the **Lessor** shall make appropriate repairs or replacement within no later than twelve (12) months or such period which is commercially reasonable and practicable under the circumstances.

21.A.3. That in the event the **Lessee**, without the prior written consent of the **Lessor**, shall sell, assign or in any manner encumber or pledge this lease, or if the **Lessee** shall fail to comply with any statute, ordinance, rule, order, regulation or requirement of the Federal or State governments, or Hernando County, or any of its departments, or bureaus applicable to said Premises, the **Lessor** may, if it elects, at any time thereafter, terminate this lease or any of the terms thereof, on giving the **Lessee** fifteen (15) days notice thereof in writing of its intention to do so, and upon giving such notice the lease or those terms thereof shall terminate, expire and come to an end on the date fixed in this lease for the termination and expiration thereof. However, if **Lessee** cures the default within fifteen (15) days of receipt of the notice mentioned above, then **Lessor's** right to terminate this lease shall be abated, provided, however, if said default cannot be cured within fifteen (15) days upon Lessee's exercise of reasonable diligence, Lessee shall have such longer time as is reasonably necessary to cure said default provided that Lessee commences said cure within said fifteen (15) day period and thereafter diligently prosecutes said cure to completion.

21.A.4. That if at any time prior to the date fixed as the commencement of the term of this lease or if at any time during the term hereby demised there shall be filed by or against **Lessee** in any court pursuant to any law either of the United States or of any State, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of **Lessee's** property, or if **Lessee** makes an assignment for the benefit of creditors, this lease, at the option of the **Lessor**, exercised within a reasonable time

after notice of the happening of any one or more of such events, may be canceled and terminated. In such event neither **Lessee** nor any person claiming through or under **Lessee** by virtue of any statute or of order of any court shall be entitled to possession or to remain in possession of the Premises demised but shall forthwith quit and surrender the Premises. **Lessor**, in addition to the other rights and remedies it has by virtue of any other provision herein or elsewhere in this lease contained or by virtue of any statute or rule of law, may retain as liquidated damages any rent, security, deposit of monies received by it from **Lessee** or others on behalf of **Lessee**.

21.B. As a part of the consideration for this lease, the **Lessor**, upon its part, hereby covenants and agrees as follows:

21.B.1. That the **Lessee** may quietly hold and enjoy the Premises hereby leased without any interruption by the **Lessor**, or any persons claiming through or under it, provided that on the breach of any of the covenants by the **Lessee** herein contained, the **Lessor** may thereupon re-enter said Premises and immediately this Agreement shall be terminated.

21.B.2. That the **Lessor** is unaware of any particular circumstances or information affecting or bearing upon the environmental condition of the Premises, but **Lessor** affirms that, to the best of its knowledge, the condition of the property is suitable for the uses permitted herein and that **Lessor** has not disposed of any hazardous materials on the Premises.

21.B.3. Lessor agrees that it will not seek payment or contribution from **Lessee** for any claims or costs of any environmental related clean-up or environmental remediation with respect to the Premises where such claims or costs are the sole result of activities on the Premises prior to the commencement of this Agreement; or where such claims or cost were not caused, influenced, or contributed to by **Lessee**, its employees, agents, contractors, or persons acting under the direction or control of **Lessee**, and such claims or costs are not in any way related to or stems from any of the activities described under this Agreement.

21.B.4. Nothing in the foregoing is intended for **Lessor** to relinquish any of its rights as a sovereign local government and **Lessor** expressly reserves all rights and defenses under applicable sovereign immunity law.

SECTION 22 - DAMAGE TO PREMISES

22.A. If the Premises shall be damaged to the extent of less than twenty-five percent (25%) of the cost of replacement value, by fire or other casualty during the term of this Agreement, except for the last six (6) months of this Agreement, then the **Lessor** shall cause such damage to be repaired or restored without unreasonable delay. If the damage to the Premises occurs during the last six (6) months of this Agreement, then the **Lessor** shall have the

option to: (a) terminate this Agreement by giving written notice of termination to the **Lessee** within sixty (60) days after the date of the casualty; or (b) cause such damage to be repaired or restored without unreasonable delay.

22.B. If the Premises shall be damaged to the extent of more than twenty-five percent (25%) of the cost of replacement, by fire or other casualty, then the **Lessor** may compel repair of such damage and restoration of improvements without unreasonable delay. The **Lessee** shall give the **Lessor** immediate written notice of any fire or other casualty on the Premises.

22.C. The **Lessee**, at the **Lessee**'s sole expense, may obtain rental insurance to cover its loss for any period that the Premises may be wholly or partially untenable or otherwise unusable hereunder.

SECTION 23 - SURRENDER OF PREMISES

23. Upon the Expiration Date or earlier termination of this Agreement, the **Lessee** shall quit and surrender the Premises to the **Lessor** in the same condition as when received, ordinary wear and tear excepted, together with all keys and combinations to all locks and all improvements, alterations, additions and equipment at any time made or installed in, upon or to the Premises (except personal property and trade fixtures installed at the **Lessee**'s expense), all of which shall thereupon become the property of the **Lessor** without any subsequent claim by the **Lessee**. The **Lessee** agrees to repair any damage caused by the removal of the **Lessee**'s personal property or trade fixtures. If the **Lessee** fails to remove any personal property or trade fixtures, said property shall, at **Lessor**'s sole discretion, be deemed abandoned and become the property of the **Lessor**, or the **Lessor** shall have the right to remove and store such property at the expense of the **Lessee** without further notice to the **Lessee**, and hold the **Lessee** responsible for any and all charges and expenses incurred by the **Lessee** therefor. All expenses incurred by the **Lessor** in the removal and storage of the **Lessee**'s personal property or trade fixtures shall be reimbursed by the **Lessee** on demand as Additional Rent. The provisions of this Section shall survive the expiration date or earlier termination of this Agreement.

SECTION 24 - HOLDING OVER

24. If the **Lessee** remains in possession of the Premises, or any part thereof, after any termination of this Agreement, then the **Lessee** shall be deemed only a tenant-at-will and shall be subject to immediate eviction and removal, with limiting any other remedies the **Lessor** may have. The **Lessor** may, in addition to any other rights which it may have hereunder or at law or in equity, elect in its sole option and discretion to treat any such holding over as the creation of a month-to-month tenancy subject to all of the terms and conditions set forth in this Agreement, except that the rent shall be doubled.

SECTION 25 - EVENTS OF DEFAULT AND REMEDIES

25.A. The occurrence of any one or more of the following events shall constitute a default on the part of the **Lessee**: (1) the **Lessee** fails to pay when due any rental (including Minimum Rent and Additional Rent) or any other sum of money payable hereunder within ten days after such rental or payment is due; (2) the **Lessee** breaches or fails to comply with any other term, provision, covenant or condition of this Agreement and such breach or failure shall continue for a period of fifteen days or more after written notice thereof from the **Lessor**; (3) the **Lessee** transfers, assigns, sublets, mortgages, pledges or encumbers this Agreement, the Premises, or any interest in the whole or in any portion thereof in violation of the provisions hereunder; (4) the **Lessee** abandons, deserts or vacates the Premises; or (5) a receiver is appointed to take possession of all or substantially all of the assets of the **Lessee**, or an assignment is made by **Lessee** for the benefit of its creditors, or any action is taken or suffered by the **Lessee** under any insolvency, bankruptcy or reorganization act.

25.B. Upon the occurrence of any of the above events of default, the **Lessor** shall have the option to perform any one or more of the following, in addition to, and not in limitation of, any other remedy or right permitted by law or in equity: (1) the **Lessor** may at once or any time thereafter, without notice to the **Lessee** or any other person, re-enter and repossess the Premises and remove all persons and effects therefrom, using such forces as may be needed without being deemed guilty in any manner of trespass or forcible entry or detainer; (2) the **Lessor** may at once or any time thereafter, without notice to the **Lessee** or any other person, re-enter the Premises and cure, correct or repair any condition which shall constitute a failure on the **Lessee**'s behalf to keep, observe, perform, satisfy or abide by any term, condition, covenant, agreement or obligation of this Agreement or any alteration, amendment, change or addition thereto, and the **Lessee** shall fully reimburse and compensate the **Lessor** upon demand for any costs and expenses incurred in connection with such cure, correction or repair, which sums shall be deemed to be Additional Rent hereunder; (3) the **Lessor** may at once or any time thereafter either declare this Agreement to be terminated without prejudice to any and all rights which the **Lessor** may have against the **Lessee** for rents, damages or breach of this Agreement, or attempt to relet the Premises on such terms as the **Lessor** shall determine. Such reletting shall not be considered as a surrender or acceptance back of the Premises or a termination of this Agreement, and the **Lessee** shall pay the **Lessor** any deficiency between the amount received, if any, from such reletting after such amount is applied first to **Lessor**'s expenses in connection with re-entry, taking possession and reletting, including brokerage fees and commissions, alterations and redecorating as the **Lessor** may deem appropriate to prepare the Premises for reletting, and the amount of Minimum Rent and Additional Rent payable by the **Lessee** hereunder. The foregoing remedies shall be available to **Lessor** on giving the **Lessee** fifteen (15) days notice thereof in writing of its intention. However, if **Lessee** cures the default within fifteen (15) days of receipt of the notice mentioned above, then **Lessor's** foregoing remedies shall be abated, provided, however, if said default cannot be cured within fifteen (15)

days upon Lessee's exercise of reasonable diligence, Lessee shall have such longer time as is reasonably necessary to cure said default provided that Lessee commences said cure within said fifteen (15) day period and thereafter diligently prosecutes said cure to completion.

25.C. The **Lessee** hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of the **Lessee** being evicted or dispossessed for any cause, or in the event of the **Lessor** obtaining possession of the Premises by reason of the violation by the **Lessee** of any of the covenants and conditions of this Agreement or otherwise.

25.D. Any obligation imposed by law upon the **Lessor** to relet the Premises shall be subject to the permitted uses provided in this Agreement, and the **Lessor** may relet the Premises on such terms and conditions as the **Lessor** may deem advisable. The failure of the **Lessor** to relet or, if the Premises are relet, to collect the rent under such reletting shall not release or affect the **Lessee**'s liability for damages under this Agreement.

25.E. Unless otherwise specified in this Agreement, no remedy of the **Lessor** or the **Lessee** shall be considered exclusive of any other remedy, but each shall be distinct, separate and cumulative with all other available remedies. Each remedy available under this Agreement or at law or in equity may be exercised by the **Lessor** or the **Lessee** from time to time as often as the need may arise. No course of dealing between the **Lessor** and the **Lessee** or any delay or omission of the **Lessor** or the **Lessee** in exercising any right arising from the other party's default or violation shall impair such right or be construed to be a waiver of a default or violation.

SECTION 26 - VENUE; GOVERNING LAW; ATTORNEYS' FEES

26. Any dispute, claim, action, or appeal arising under this Agreement shall be brought in civil court in Hernando County, Florida. This Agreement shall be governed by the laws of Florida and shall be deemed to have been prepared jointly by the **Lessor** and the **Lessee**, and any uncertainty or ambiguity existing herein, if any, shall not be interpreted against either party, but shall be interpreted according to the application of the rules of interpretation for arm's-length agreements. Each party hereto agrees to bear their own attorneys' fees and costs in the event of any dispute, claim, action, or appeal arising out of our related to this Agreement.

SECTION 27 - FORCE MAJEURE

27. In the event either party hereto shall be delayed, hindered or prevented from the performance of any act required hereunder, by reason of governmental restrictions, scarcity of labor or materials, strikes, riots, war, acts of God, or any other reason beyond the reasonable control of the party delayed, hindered or prevented from performing the act, then

the performance of such act shall be excused for the period of the delay, and the period for performance of any such act shall be extended for a period equivalent to the period of such delay.

SECTION 28 - NOTICES

28. All notices, consents, waivers, demands, requests or other instruments required or permitted by this Agreement shall be deemed to have been sufficiently served if the same shall be in writing and placed in the United States mail, via certified mail or registered mail, return receipt requested, with proper postage prepaid and addressed to the other party hereto at the address shown on page 1 hereof. Any such notice shall be deemed received on the third business day from the date it is sent, or on the date of receipt indicated on the certified mail or registered mail receipt, whichever is earlier.

SECTION 29 - ASSIGNMENT AND SUBLETTING

29. The **Lessee** may not assign, transfer, sublet, mortgage, pledge or encumber this Agreement or the Premises, in whole or in part without prior written permission of the **Lessor**. This does not exclude 3rd party service agreements pertaining to all lawful business conducted by **Lessee** as approved in Section 5.A above.

SECTION 30 - SUCCESSORS

30. This Agreement and the covenants and conditions contained herein shall be binding upon and inure to the benefit of the **Lessor** and its successors and assigns, and shall be binding upon the **Lessee** and its successors and assigns.

SECTION 31 - ENTIRE AGREEMENT

31. This Agreement and the Exhibits hereto set forth the entire understanding between the **Lessor** and the **Lessee** concerning the subject matter of this Agreement and incorporate all prior negotiations and understandings, either oral or written. No alteration, amendment, change or addition to this Agreement shall be binding upon either party unless in writing and executed and delivered by both the **Lessor** and the **Lessee**.

SECTION 32 - SEVERABILITY

32. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be declared invalid or deemed unenforceable by a court of competent jurisdiction or superseding law, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which

it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law notwithstanding the invalidity of any other term or provision hereof.

SECTION 33 - RECORDING OF LEASE AGREEMENT

33. This Agreement shall be recorded at the **Lessee's** expense.

SECTION 34 - DESIGNATION OF LESSOR AGENT

34. This **Lessor** designates, and the **Lessee** agrees that the Manager of the Airport shall do and perform on behalf of the **Lessor** all acts requiring the discretion of its agent hereunder, including at all reasonable times, the right to enter upon the Premises for the inspection of same.

SECTION 35 -ACCESS TO PREMISES

35. The **Lessor** and its authorized representatives and agents shall have the right to enter the Premises during all regular business hours, and in emergencies at all times, for the purpose of making repairs, installing utilities, providing services to the Premises, or making inspections or showing the same to prospective purchasers, lessor, or lenders.

SECTION 36 - QUIET ENJOYMENT

36. The **Lessee**, so long as **Lessee** does not default in the performance of any of the terms of this Agreement, shall peaceably and quietly hold, occupy and enjoy the Premises, during the term hereof without any hindrance by the **Lessor**.

SECTION 37 - EXECUTION IN COUNTERPARTS

37. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[The remainder of this page has intentionally been left blank.]

IN WITNESS WHEREOF, the **Lessor** and the **Lessee** have caused this Agreement to be executed in their respective names and their respective seals to be hereunto affixed and attested by their duly authorized officers.

ATTEST: **PEM-AIR, LLC LESSEE**

_____ By:_____

Virgil D. Pizer, Manager Date

STATE OF FLORIDA

COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this ____ day of _____, 2026 by Virgil D. Pizer as Manager of Pem-Air, LLC, who is personally known to me or who has produced _____ as identification.

_____

(Signature of person taking acknowledgment)

_____

(Name typed, printed or stamped)

_____

(Title or rank) (Serial number, if any)

ATTEST:

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

By:_____

Douglas Chorvat, Jr.
CLERK OF CIRCUIT COURT

Jerry Campbell, Chairman Date

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

County Attorney

CORPORATE HANGAR LEASE AGREEMENT

THIS IS A LEASE AGREEMENT dated as of 9 day of June 2026 between **Hernando County**, a political subdivision of the State of Florida (the "**Lessor**" or the "County") whose address is 15470 Flight Path Drive, Brooksville, FL 34604 and **Pem-Air, LLC** (the "**Lessee**") whose address is 15741 Technology Drive, Brooksville, FL 34606.

WHEREAS, the Brooksville - Tampa Bay Regional Airport (the "Airport") is subject to the requirements of various federal laws and regulations including, without limitation, the Surplus Property Act of 1944, as amended, the Federal Property and Administrative Services Act of 1949, as amended, and the rules and orders promulgated by the Federal Aviation Administration (the FAA); and,

WHEREAS, FAA Compliance Order No. 5190.6A, including but not limited to Chapter 4 thereof, require that surplus property airports (which includes the Airport herein) generate revenue, income or its functional equivalent to the airport; and,

WHEREAS, pursuant to a directive of Congress, as a surplus airport property, the Airport is subject to compliance review by the FAA and the United States Department of Transportation Inspector General Office; and,

WHEREAS, FAA Compliance regulations require that use of Surplus Airport Property be authorized by a written instrument providing for payment of fair, reasonable and non-discriminatory fees, rentals or other user charges; and,

WHEREAS, all leases at the Airport are further governed by Chapter 3 of the Hernando County Code of Ordinances.

WHEREAS, the Lessee currently occupies the Premises under a lease entered into October 1, 2021, which expires September 30, 2026.

NOW THEREFORE, the **Lessor** and the **Lessee** hereby agree as follows:

The above recitals are incorporated herein and made a part hereof.

SECTION 1 - PREMISES

1.A.1. The **Lessor** hereby leases the real property with a street address of 16300 Flight Path Drive, Brooksville, FL, 34604.

1.A.2. The **Lessor** will lease a building containing approximately 10,000 square feet of interior floor space together with certain improvements (collectively the "Improvements"). The Improvements were constructed in accordance with all applicable building codes and standards in effect at the time of construction.

SECTION 2 - LEASE TERM

2.A. This Agreement shall be effective upon the last date signed by the **Lessor** and the **Lessee** (the "Effective Date"). The lease term for the Premises shall commence on the 1st day of October 2026 and shall end on the anniversary date five years hence (the "Anniversary Date"), unless it is terminated earlier in accordance with the terms of this Agreement.

2.B. Renewal Option: **Lessee** shall have the option to renew this Agreement for one (1) additional five (5) year term, with the renewal term commencing immediately upon expiration of the initial lease term. The option may be exercised at **Lessee's** sole discretion by providing written notice to **Lessor** no less than one hundred twenty (120) days prior to the expiration of the initial lease term. The renewal term shall be on the same terms and conditions as this Agreement, unless otherwise agreed in writing by the parties, and unless terminated in accordance with this Agreement.

SECTION 3 - SECURITY DEPOSIT

3.A. The **Lessee** has on deposit with the **Lessor** the sum of Six Thousand Five Hundred and no/100 dollars ($6,500) (the "Security Deposit") which deposit shall be held by the **Lessor** as security for the steadfast performance by the **Lessee** of all the terms, covenants, and conditions of this Agreement during the term hereof.

3.B. If the **Lessee** defaults with respect to any provision of this Agreement, including but not limited to the payment of any rent, the **Lessor** may, but shall not be obligated to, apply or retain all or any portion of said Security Deposit for the payment of any amount due the **Lessor** or to reimburse or compensate the **Lessor** for any liability, cost, defense, loss or damage which the **Lessor** may suffer or incur by reason thereof.

3.C. The **Lessor** shall promptly, at the expiration or earlier termination of the term hereof and after the **Lessee** has vacated the Premises, return to the **Lessee** that portion of the

Security Deposit not used or applied by the **Lessor**. Said Security Deposit shall not accrue interest to the **Lessee**.

SECTION 4 - RENT

4.A. **Lessee** shall pay **Lessor** the following Facility Rent:

4.A.1. **Lessee** shall pay monthly Facility Rent ($1/12^{th}$ of annual Facility Rent) in advance and without demand, on or before the first day of each month upon commencement of the term of this Agreement pursuant to the schedule below:

	$ per square foot	Annual Rent	Monthly Rent
Year 1	$6.55	$65,500.00	$5,458.33
Year 2	$7.53	$75,300.00	$6,275.00
Year 3	$8.70	$87,000.00	$7,250.00
Year 4	$9.00	$90,000.00	$7,500.00
Year 5	$9.27	$92,700.00	$7,725.00

4.A.2. In the event the Lessee exercises its option to renew pursuant to Section 2.B. above, the Annual Rent shall increase by three percent (3%) annually on each anniversary of the commencement date of the renewal term.

4.B. Late Payment Penalty: A ten percent (10%) monthly penalty will be applied to all rents received after 5:00 p.m. on the tenth (10th) day of the month. The **Lessee** is separately responsible for all applicable taxes, sales tax, late fees, special assessments, fire assessments, etc.

4.C. The acceptance by the **Lessor** of any payment from the **Lessee** in an amount less than that which is due shall in no way affect **Lessor's** rights under this Agreement and shall in no way constitute an accord and satisfaction, waiver, or estoppel upon the **Lessor**.

SECTION 5 - USE OF PREMISES

5.A. The **Lessee** shall use the Premises for the storage of **Lessee**-owned or managed aircraft and related support equipment. Additionally, Lessee shall conduct equipment repair and maintenance on the premises. No other use shall be permitted without the prior written consent of the Airport Manager.

5.B. The **Lessee** shall comply with all present and future laws, ordinances, orders, rules and regulations or zoning classifications of any lawful governmental authority, agency or

other public or private regulatory authority having jurisdiction over the Premises or the operation thereof.

5.C. The **Lessee** shall not commit or permit any act to be committed in or about the Premises which results in any damage of the Premises, damages Airport property or harms others, or in any way constitutes a nuisance or interferes with the rights of other Airport tenants.

5.D. The **Lessee** shall comply with all federal, state and local requirements concerning the disposition of sump drained fuel. The **Lessee** is responsible should any fine, penalty or judgment be handed down to the **Lessor** as a result of the **Lessee's** actions.

5.E. As used herein, the term "hazardous material" shall mean any hazardous or toxic substance, material or waste (including, without limitation, asbestos) which, now or in the future, is determined by any state, federal or local governmental authority to be capable of posing a risk of injury to health, safety or property and/or the use and/or disposal of which is regulated by any governmental authority. The **Lessee** shall not cause or permit any hazardous material to be brought upon, kept or used in or about the Premises by the **Lessee**, its sub-tenants, agents, employees, contractors or invitees, unless permitted by, and used or stored in accordance with, any required permits and applicable laws. If the **Lessee** breaches its obligations, as herein above set forth, the **Lessor**, at its election, shall have the right to (1) terminate this Agreement, or (2) cause the **Lessee** to remove and properly dispose of the hazardous material, all at the **Lessee**'s sole cost and expense and in compliance with a removal and disposal plan in conformity with applicable laws and subject to the prior approval of the **Lessor**, or (3) perform the removal and disposal thereof itself, in which event the **Lessee** shall reimburse the **Lessor**, on demand, for the cost incurred by the **Lessor** in doing so and in securing any certifications deemed necessary or desirable by the **Lessor**.

SECTION 6 - UTILITIES, CONNECTIONS, FEES AND SERVICES

6. The **Lessee** shall pay for all water, gas, heat, electricity, light, power, sewer charges, fire protection fees, telephone service, and all other services and utilities supplied or provided to the Premises. The **Lessee** shall further pay for all connection charges and deposits in connection with such utility services.

SECTION 7 - DELIVERY OF POSSESSION

7. The **Lessee** hereby acknowledges it has had adequate opportunity to inspect the proposed Premises and will lease the Premises at 16300 Flight Path Drive. The **Lessor** makes no warranty or representation to the **Lessee**, and the **Lessee** agrees the **Lessor** has made no representation, respecting the condition of the Premises, or applicable zoning laws and

regulations. The taking of possession of the Premises by the **Lessee** shall be conclusive evidence against the **Lessee** that the Premises were in good and satisfactory condition when possession was so taken.

SECTION 8 - INSURANCE

8.A. At all times while this Agreement remains in force, the **Lessor** agrees to maintain fire and casualty insurance on the improvements located on the Premises in such amount deemed acceptable to **Lessor**; however, the **Lessee** shall reimburse the **Lessor** its cost of said casualty insurance for such policy pertaining to the Premises or in such pro rata share if coverage is provided under a master or umbrella policy. The **Lessee** agrees to pay the **Lessor** such amount within thirty (30) days of receipt of invoice from the **Lessor**.

8.B. At all times while this Agreement remains in force, the **Lessee**, at the **Lessee's** sole expense, shall maintain the following insurance with a Best's rating of 'A' or better:

8.B.1. Workers Compensation/Employer's Liability. The minimum limits of insurance (inclusive of any amount provided by an umbrella or excess policy) shall be as required by law.

8.B.2. Liability. At all times while this Agreement remains in force, the **Lessee**, at the **Lessee's** sole expense, shall maintain with respect to the Premises, primary insurance coverage in an amount not less than One Million Dollars ($1,000,000) in general liability insurance (per occurrence) and Two Million Dollars ($2,000,000) (general aggregate) as per the 2012 Insurance Requirements established by the County. In addition, the **Lessee**, at the **Lessee's** sole expense, shall provide Products/Completed Operations liability insurance in an amount not less One Million Dollars ($1,000,000) (per occurrence) and Two Million Dollars ($2,000,000) (general aggregate) and Hangarkeepers Legal Liability in an amount not less One Million Dollars ($1,000,000) (each aircraft/each occurrence). The **Lessee** shall endorse "Hernando County Board of County Commissioners" as an additional insured on the General Liability Insurance policy. All insurance shall have a Best's Rating of "A" or better. Insurance Certificates shall be provided to the Airport Manager prior to any use or occupation of the premises. Notwithstanding the foregoing, the parties agree that the existence of insurance is not intended to relieve the **Lessee**, its employees or agents of any duty as may be imposed under this Agreement or under applicable law. Notwithstanding the minimum insurance requirements above, the Airport Manager is authorized to reduce the general aggregate insurance limit to One Million Dollars when Umbrella Liability insurance is provided, or such other reduction as approved with the concurrence of the County Administrator.

Reduction Sought. Type/Reason:_____ .
Approval:_____ . (Airport Manager Initials)
Approval_____ . (County Administrator)

8.B.3. Auto Liability. Coverage shall be provided for all tagged vehicles. The minimum limits of auto liability insurance (inclusive of any amounts provided by an umbrella or excess policy) is $1,000,000.

8.C. The **Lessee** shall deliver to the **Lessor** certificates or binders evidencing the existence of the insurance upon execution of this Agreement and shall be obligated to provide evidence of continuing coverage throughout the term of this Agreement. The insurance binder shall provide that the insurance carrier shall notify the **Lessor** twenty (20) days prior to the date of expiration of coverage thereunder. The **Lessee** shall notify the **Lessor** in writing a minimum of twenty (20) days in advance in the event of future insurability cancellation.

8.D. Failure to maintain required insurance and to provide continuing evidence of insurance to the **Lessor** is a material breach of this Agreement and shall be grounds for the **Lessor** to take immediate action to evict the **Lessee** pursuant to applicable law. In addition to any other remedies available to the **Lessor** under this Agreement or applicable law, lapse of insurance coverage required herein on leasehold improvements and/or for liability shall subject the **Lessee** to a penalty of five hundred dollars ($500.00) to be added to the amount of rent due for the first rental period after notice to the **Lessor** of such lapse.

SECTION 9 - INDEMNIFICATION

9.A. The **Lessee** shall indemnify, defend, and save the **Lessor** harmless against any and all claims, suits, demands, actions, fines, damages, and liabilities, and all cost and expenses thereof arising out of injury to persons (including death) or property occurring in, on or about, or arising out of the Premises if caused or occasioned wholly or in part by any acts or omissions of the **Lessee**, its agents, contractors, subcontractors, employees, subtenants or invitees. In any litigation arising from this Agreement, the parties to such litigation shall bear their own attorney's fees, costs and other expenses. Further, the **Lessee** shall give the **Lessor** immediate written notice of any such happening causing injury to persons or property.

9.B. The **Lessor** shall indemnify, defend, and save the **Lessee** harmless against any and all claims, suits, demands, actions, fines, damages, and liabilities, and all cost and expenses thereof arising out of injury to persons (including death) or property occurring in, on or about, or arising out of the Premises if caused or occasioned wholly or in part by any acts or omissions of the **Lessor**, its agents, contractors, subcontractors, employees, subtenants or invitees. In any litigation arising from this Agreement, the parties to such litigation shall bear their own attorney's fees, costs and other expenses. Further, the **Lessor** shall give the **Lessee** immediate written notice of any such happening causing injury to persons or property.

9.C. The **Lessor** shall not be liable for any injury or damage to persons or property resulting from fire, explosion, steam, gas, electricity, water, rain, or leaks from the Premises or from pipes, appliances, plumbing works, roof, street, subsurface or from any other place or by dampness or by any other cause of whatever nature. The **Lessor** shall not be liable for any damage caused by other tenants or persons in the Premises, occupants of adjacent property, the public, or such damage caused by operations in construction of any public or private work.

9.D. All property of the **Lessee** or any others kept or stored on the Premises shall be so kept or stored at the risk of the **Lessee** only and the **Lessee** shall hold the **Lessor** harmless from any claims arising out of the damage to the same. Without limiting the provisions of this paragraph, the **Lessor** shall not be liable for any damage to fixtures, merchandise, property of whatever kind of the **Lessee**, caused by fire or any other insurable hazard regardless of the nature or cause and including, non-exclusively, fire, wind, flood, water-damage, Acts of God, disasters, war, acts of terrorism, and aviation accidents, and the **Lessee** does hereby expressly release the **Lessor** from all liability for such, damage of all items covered in this paragraph.

9.E. Damages for any tort claim or action are limited to actual damages, incidental damages, costs, and case expenses. In no event shall the parties be liable for consequential, special, indirect, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs).

SECTION 10 - PROTECTION AGAINST LIENS

10. The **Lessee** shall keep the Premises free from any and all liens arising out of any work performed, materials furnished or obligations incurred by the **Lessee**. In the event the **Lessee** fails to discharge any such lien within fifteen (15) days following written notice and demand by the **Lessor** for removal of such lien, the **Lessor**, in addition to all remedies provided herein and by law or in equity, has the right but not the obligation to discharge the lien by means of bond or posting security. If the **Lessor** acts to discharge or secure any lien caused by the **Lessee**, then the **Lessee** shall reimburse the **Lessor** on demand, as additional rent, for all sums paid and all costs and expenses incurred by the **Lessor** involving such lien together with interest on the total expenses and costs at the maximum rate allowed by law.

SECTION 11 - COMMON AREAS

11. The **Lessor** agrees that the **Lessee**, shall have the right throughout the term of this Agreement, running from the Effective Date herein, to use, in common with others entitled to similar use thereof, all of the common use areas of the Airport that may from time to time be constructed or maintained, including but not limited to all taxi lanes, service drives and sidewalks for ingress and egress to and from the Premises and all parking areas provided by the **Lessor**. The **Lessor** shall adequately maintain all such common areas in good, usable condition

throughout the term of this Agreement. The **Lessor** may temporarily close the common areas in order to make any necessary repairs. The **Lessor** reserves the right, in its sole discretion, to modify, alter, remove, reduce, redesign or to make changes, additions, alterations, improvements or installments in or to the common areas or any portion thereof; provided, however, that no obstruction of the **Lessee**'s right of reasonable access to the Premises shall be caused by any of the above changes.

SECTION 12 - SIGNS

12.A. The Lessee shall install no signs on the exterior of the Improvements without prior written consent of the Airport Manager and shall install any such approved signage in compliance with the Hernando County Sign Regulations.

SECTION 13 - ALTERATIONS BY LESSEE

13.A. The **Lessee** shall make no structural changes respecting the Premises except by and with the prior written consent of the **Lessor**, which consent shall be in **Lessor**'s sole discretion. Any written request by the **Lessee** to the **Lessor** to make any alterations, additions or improvements shall in each instance be accompanied by plans and specifications for such alterations (the "Alterations") in such detail as the **Lessor** may reasonably require. All Alterations to the Premises shall be made or installed in accordance with applicable laws and codes. **Lessor**'s approval of the plans for any alterations, additions or improvements to be constructed by the **Lessee** shall in no event create any responsibility or liability on the part of the **Lessor** for their completeness, design sufficiency or compliance with any and all applicable laws, rules and regulations of any governmental authorities.

13.B. All Alterations, including, without limitation: partitions; walls; railings; carpeting; floor and wall coverings; and other fixtures (excluding, however, the **Lessee**'s trade fixtures as described in the Section entitled "Trade Fixtures and Equipment" herein), shall, when made or installed, at once become the property of the **Lessor** and shall remain for the benefit of the **Lessor** at the expiration date or earlier termination of this Agreement, in as good order and condition as they were when made or installed, reasonable wear and tear excepted.

13.C. In the event of making such Alterations as herein provided, the **Lessee** shall indemnify and save harmless the **Lessor** from all expenses, liens, claims or damages to either persons or property arising out of or resulting from the undertaking or making of such Alterations. The **Lessor**, as a condition of approving any Alterations, may require the **Lessee** to remove any alterations and to restore the Premises to its original condition, ordinary wear and tear excepted.

SECTION 14 - MAINTENANCE OF PREMISES

14.A. The **Lessor** shall keep and maintain the roof over the Premises and the structural portions of the Premises in good order, condition and repair. In the event any damage thereto shall have been caused by any act or negligence of the **Lessee**, its employees, agents, invitees or contractors, then such damage shall be repaired by the **Lessee** to the reasonable satisfaction of the **Lessor**.

14.B. Except as provided in Section 14.A., at all times while this Agreement remains in force, the **Lessee** shall keep and maintain in good order, condition and repair the Premises and every part thereof, including, without limitation: the interior walls; floors and ceilings; the exterior and interior portions of all doors, windows, glass, security gates, landscaping, utility facilities, plumbing and sewage facilities within the Premises or under the floor slab, fixtures, heating, air-conditioning including exterior mechanical equipment, and interior and exterior electrical equipment serving the Premises, including compliance with all applicable building codes.

SECTION 15 - TRADE FIXTURES AND EQUIPMENT

15. Provided the **Lessee** is not in default under this Agreement, any trade fixtures installed in the Premises, at the **Lessee**'s sole expense, shall remain the **Lessee**'s personal property and the **Lessee** shall have the right at any time during the term of this Agreement to remove such trade fixtures. Upon removal of any trade fixtures, the **Lessee** shall immediately restore the Premises to substantially the same condition as they were when received by the **Lessee**, ordinary wear and tear excepted. Any trade fixtures not removed at termination or end of this Agreement become, at **Lessor**'s sole election, the property of the **Lessor**.

SECTION 16 - COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

16. The **Lessee** will use the Premises and conduct or allow any activities upon the Premises only in compliance with all applicable laws and governmental regulations, together with those regulations generally applicable to Airport tenants as adopted from time to time by the Aviation Authority and the County after due public notice and hearing.

SECTION 17 - AIRPORT MATTERS

17. This Agreement is subordinate to the provisions of the deed and other instruments from the United States of America conveying title to the Airport or otherwise imposing restrictions of record concerning use and operation of the Airport. This Agreement is further governed by all rules, regulations, and orders of the Federal Aviation Administration,

including but not limited to Compliance Order 5190.6A, as amended from time to time, relative to the operation of surplus airport property (which includes the Airport herein).

SECTION 18 - EXCLUSIVE RIGHTS

18. Notwithstanding any other provision of this Agreement, it is expressly understood and agreed that the rights granted under this Lease are non-exclusive and the **Lessor** herein reserves the right to grant similar privileges, licenses or use to another operator(s), tenant(s) and/or licensee(s) in other portion(s) of the Airport property.

SECTION 19 - NON-DISCRIMINATION

19. The **Lessee** for itself, its heirs, personal representatives, successors in interest and assigns, as a part of the consideration hereof does hereby covenant and agree that in the event facilities are constructed, maintained or otherwise operated on said property described in this Agreement for a purpose which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the **Lessee** shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR, Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation, as said regulations may be amended or renumbered.

SECTION 20 - STANDARD PROTECTION CLAUSES

20.A. The **Lessor** reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property herein described together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from, or operating at the Brooksville - Tampa Bay Regional Airport.

20.B. The **Lessee** expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the herein described real property to such a height so as to comply with Federal Aviation Regulations, Part 77, as said regulations may be amended.

20.C. The **Lessee** expressly agrees for itself, its successors and assigns, to prevent any use of the herein described real property which would interfere with or adversely affect the operation or maintenance of the airport or the air traffic there over or otherwise constitute an airport hazard.

SECTION 21 - COVENANTS

21.A. As a part of the consideration for this lease, the **Lessee** covenants and agrees:

21.A.1. To further pay or discharge all taxes, assessments, penalties, charges, rates, or liens of any nature whatsoever which may for the period following the effective date of this lease be levied, assessed, charged, imposed, or claimed on or against said Premises or any improvements or fixtures thereon or appurtenances thereto, or any part thereof, or against the Owner or Owners of said land or the improvements, by reason of said ownership, by whatsoever authority levied, assessed, charged, imposed, claimed, and whether the same be on or against the property herein leased, its improvements, fixtures, or appurtenances, or any part thereof, or on or against the income from said land or its improvements, it being the intention of the parties to this lease that the rents herein reserved shall constitute a net income to the **Lessor** from said land herein leased, equal in amount to said rents.

21.A.2. That if the building is destroyed or rendered untenable by fire or other unavoidable accident through no fault of the **Lessee**, the **Lessor** shall make appropriate repairs or replacement within no later than twelve (12) months or such period which is commercially reasonable and practicable under the circumstances.

21.A.3. That in the event the **Lessee**, without the prior written consent of the **Lessor**, shall sell, assign or in any manner encumber or pledge this lease, or if the **Lessee** shall fail to comply with any statute, ordinance, rule, order, regulation or requirement of the Federal or State governments, or Hernando County, or any of its departments, or bureaus applicable to said Premises, the **Lessor** may, if it elects, at any time thereafter, terminate this lease or any of the terms thereof, on giving the **Lessee** fifteen (15) days notice thereof in writing of its intention to do so, and upon giving such notice the lease or those terms thereof shall terminate, expire and come to an end on the date fixed in this lease for the termination and expiration thereof. However, if **Lessee** cures the default within fifteen (15) days of receipt of the notice mentioned above, then **Lessor's** right to terminate this lease shall be abated, provided, however, if said default cannot be cured within fifteen (15) days upon Lessee's exercise of reasonable diligence, Lessee shall have such longer time as is reasonably necessary to cure said default provided that Lessee commences said cure within said fifteen (15) day period and thereafter diligently prosecutes said cure to completion.

21.A.4. That if at any time prior to the date fixed as the commencement of the term of this lease or if at any time during the term hereby demised there shall be filed by or against **Lessee** in any court pursuant to any law either of the United States or of any State, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of **Lessee's** property, or if **Lessee** makes an assignment for the benefit of creditors, this lease, at the option of the **Lessor**, exercised within a reasonable time

after notice of the happening of any one or more of such events, may be canceled and terminated. In such event neither **Lessee** nor any person claiming through or under **Lessee** by virtue of any statute or of order of any court shall be entitled to possession or to remain in possession of the Premises demised but shall forthwith quit and surrender the Premises. **Lessor**, in addition to the other rights and remedies it has by virtue of any other provision herein or elsewhere in this lease contained or by virtue of any statute or rule of law, may retain as liquidated damages any rent, security, deposit of monies received by it from **Lessee** or others on behalf of **Lessee**.

21.B. As a part of the consideration for this lease, the **Lessor**, upon its part, hereby covenants and agrees as follows:

21.B.1. That the **Lessee** may quietly hold and enjoy the Premises hereby leased without any interruption by the **Lessor**, or any persons claiming through or under it, provided that on the breach of any of the covenants by the **Lessee** herein contained, the **Lessor** may thereupon re-enter said Premises and immediately this Agreement shall be terminated.

21.B.2. That the **Lessor** is unaware of any particular circumstances or information affecting or bearing upon the environmental condition of the Premises, but **Lessor** affirms that, to the best of its knowledge, the condition of the property is suitable for the uses permitted herein and that **Lessor** has not disposed of any hazardous materials on the Premises.

21.B.3. Lessor agrees that it will not seek payment or contribution from **Lessee** for any claims or costs of any environmental related clean-up or environmental remediation with respect to the Premises where such claims or costs are the sole result of activities on the Premises prior to the commencement of this Agreement; or where such claims or cost were not caused, influenced, or contributed to by **Lessee**, its employees, agents, contractors, or persons acting under the direction or control of **Lessee**, and such claims or costs are not in any way related to or stems from any of the activities described under this Agreement.

21.B.4. Nothing in the foregoing is intended for **Lessor** to relinquish any of its rights as a sovereign local government and **Lessor** expressly reserves all rights and defenses under applicable sovereign immunity law.

SECTION 22 - DAMAGE TO PREMISES

22.A. If the Premises shall be damaged to the extent of less than twenty-five percent (25%) of the cost of replacement value, by fire or other casualty during the term of this Agreement, except for the last six (6) months of this Agreement, then the **Lessor** shall cause such damage to be repaired or restored without unreasonable delay. If the damage to the Premises occurs during the last six (6) months of this Agreement, then the **Lessor** shall have the

option to: (a) terminate this Agreement by giving written notice of termination to the **Lessee** within sixty (60) days after the date of the casualty; or (b) cause such damage to be repaired or restored without unreasonable delay.

22.B. If the Premises shall be damaged to the extent of more than twenty-five percent (25%) of the cost of replacement, by fire or other casualty, then the **Lessor** may compel repair of such damage and restoration of improvements without unreasonable delay. The **Lessee** shall give the **Lessor** immediate written notice of any fire or other casualty on the Premises.

22.C. The **Lessee**, at the **Lessee**'s sole expense, may obtain rental insurance to cover its loss for any period that the Premises may be wholly or partially untenable or otherwise unusable hereunder.

SECTION 23 - SURRENDER OF PREMISES

23. Upon the Expiration Date or earlier termination of this Agreement, the **Lessee** shall quit and surrender the Premises to the **Lessor** in the same condition as when received, ordinary wear and tear excepted, together with all keys and combinations to all locks and all improvements, alterations, additions and equipment at any time made or installed in, upon or to the Premises (except personal property and trade fixtures installed at the **Lessee**'s expense), all of which shall thereupon become the property of the **Lessor** without any subsequent claim by the **Lessee**. The **Lessee** agrees to repair any damage caused by the removal of the **Lessee**'s personal property or trade fixtures. If the **Lessee** fails to remove any personal property or trade fixtures, said property shall, at **Lessor**'s sole discretion, be deemed abandoned and become the property of the **Lessor**, or the **Lessor** shall have the right to remove and store such property at the expense of the **Lessee** without further notice to the **Lessee**, and hold the **Lessee** responsible for any and all charges and expenses incurred by the **Lessee** therefor. All expenses incurred by the **Lessor** in the removal and storage of the **Lessee**'s personal property or trade fixtures shall be reimbursed by the **Lessee** on demand as Additional Rent. The provisions of this Section shall survive the expiration date or earlier termination of this Agreement.

SECTION 24 - HOLDING OVER

24. If the **Lessee** remains in possession of the Premises, or any part thereof, after any termination of this Agreement, then the **Lessee** shall be deemed only a tenant-at-will and shall be subject to immediate eviction and removal, with limiting any other remedies the **Lessor** may have. The **Lessor** may, in addition to any other rights which it may have hereunder or at law or in equity, elect in its sole option and discretion to treat any such holding over as the creation of a month-to-month tenancy subject to all of the terms and conditions set forth in this Agreement, except that the rent shall be doubled.

SECTION 25 - EVENTS OF DEFAULT AND REMEDIES

25.A. The occurrence of any one or more of the following events shall constitute a default on the part of the **Lessee**: (1) the **Lessee** fails to pay when due any rental (including Minimum Rent and Additional Rent) or any other sum of money payable hereunder within ten days after such rental or payment is due; (2) the **Lessee** breaches or fails to comply with any other term, provision, covenant or condition of this Agreement and such breach or failure shall continue for a period of fifteen days or more after written notice thereof from the **Lessor**; (3) the **Lessee** transfers, assigns, sublets, mortgages, pledges or encumbers this Agreement, the Premises, or any interest in the whole or in any portion thereof in violation of the provisions hereunder; (4) the **Lessee** abandons, deserts or vacates the Premises; or (5) a receiver is appointed to take possession of all or substantially all of the assets of the **Lessee**, or an assignment is made by **Lessee** for the benefit of its creditors, or any action is taken or suffered by the **Lessee** under any insolvency, bankruptcy or reorganization act.

25.B. Upon the occurrence of any of the above events of default, the **Lessor** shall have the option to perform any one or more of the following, in addition to, and not in limitation of, any other remedy or right permitted by law or in equity: (1) the **Lessor** may at once or any time thereafter, without notice to the **Lessee** or any other person, re-enter and repossess the Premises and remove all persons and effects therefrom, using such forces as may be needed without being deemed guilty in any manner of trespass or forcible entry or detainer; (2) the **Lessor** may at once or any time thereafter, without notice to the **Lessee** or any other person, re-enter the Premises and cure, correct or repair any condition which shall constitute a failure on the **Lessee**'s behalf to keep, observe, perform, satisfy or abide by any term, condition, covenant, agreement or obligation of this Agreement or any alteration, amendment, change or addition thereto, and the **Lessee** shall fully reimburse and compensate the **Lessor** upon demand for any costs and expenses incurred in connection with such cure, correction or repair, which sums shall be deemed to be Additional Rent hereunder; (3) the **Lessor** may at once or any time thereafter either declare this Agreement to be terminated without prejudice to any and all rights which the **Lessor** may have against the **Lessee** for rents, damages or breach of this Agreement, or attempt to relet the Premises on such terms as the **Lessor** shall determine. Such reletting shall not be considered as a surrender or acceptance back of the Premises or a termination of this Agreement, and the **Lessee** shall pay the **Lessor** any deficiency between the amount received, if any, from such reletting after such amount is applied first to **Lessor**'s expenses in connection with re-entry, taking possession and reletting, including brokerage fees and commissions, alterations and redecorating as the **Lessor** may deem appropriate to prepare the Premises for reletting, and the amount of Minimum Rent and Additional Rent payable by the **Lessee** hereunder. The foregoing remedies shall be available to **Lessor** on giving the **Lessee** fifteen (15) days notice thereof in writing of its intention. However, if **Lessee** cures the default within fifteen (15) days of receipt of the notice mentioned above, then **Lessor's** foregoing remedies shall be abated, provided, however, if said default cannot be cured within fifteen (15)

days upon Lessee's exercise of reasonable diligence, Lessee shall have such longer time as is reasonably necessary to cure said default provided that Lessee commences said cure within said fifteen (15) day period and thereafter diligently prosecutes said cure to completion.

25.C. The **Lessee** hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of the **Lessee** being evicted or dispossessed for any cause, or in the event of the **Lessor** obtaining possession of the Premises by reason of the violation by the **Lessee** of any of the covenants and conditions of this Agreement or otherwise.

25.D. Any obligation imposed by law upon the **Lessor** to relet the Premises shall be subject to the permitted uses provided in this Agreement, and the **Lessor** may relet the Premises on such terms and conditions as the **Lessor** may deem advisable. The failure of the **Lessor** to relet or, if the Premises are relet, to collect the rent under such reletting shall not release or affect the **Lessee**'s liability for damages under this Agreement.

25.E. Unless otherwise specified in this Agreement, no remedy of the **Lessor** or the **Lessee** shall be considered exclusive of any other remedy, but each shall be distinct, separate and cumulative with all other available remedies. Each remedy available under this Agreement or at law or in equity may be exercised by the **Lessor** or the **Lessee** from time to time as often as the need may arise. No course of dealing between the **Lessor** and the **Lessee** or any delay or omission of the **Lessor** or the **Lessee** in exercising any right arising from the other party's default or violation shall impair such right or be construed to be a waiver of a default or violation.

SECTION 26 - VENUE; GOVERNING LAW; ATTORNEYS' FEES

26. Any dispute, claim, action, or appeal arising under this Agreement shall be brought in civil court in Hernando County, Florida. This Agreement shall be governed by the laws of Florida and shall be deemed to have been prepared jointly by the **Lessor** and the **Lessee**, and any uncertainty or ambiguity existing herein, if any, shall not be interpreted against either party, but shall be interpreted according to the application of the rules of interpretation for arm's-length agreements. Each party hereto agrees to bear their own attorneys' fees and costs in the event of any dispute, claim, action, or appeal arising out of our related to this Agreement.

SECTION 27 - FORCE MAJEURE

27. In the event either party hereto shall be delayed, hindered or prevented from the performance of any act required hereunder, by reason of governmental restrictions, scarcity of labor or materials, strikes, riots, war, acts of God, or any other reason beyond the reasonable control of the party delayed, hindered or prevented from performing the act, then

the performance of such act shall be excused for the period of the delay, and the period for performance of any such act shall be extended for a period equivalent to the period of such delay.

SECTION 28 - NOTICES

28. All notices, consents, waivers, demands, requests or other instruments required or permitted by this Agreement shall be deemed to have been sufficiently served if the same shall be in writing and placed in the United States mail, via certified mail or registered mail, return receipt requested, with proper postage prepaid and addressed to the other party hereto at the address shown on page 1 hereof. Any such notice shall be deemed received on the third business day from the date it is sent, or on the date of receipt indicated on the certified mail or registered mail receipt, whichever is earlier.

SECTION 29 - ASSIGNMENT AND SUBLETTING

29. The **Lessee** may not assign, transfer, sublet, mortgage, pledge or encumber this Agreement or the Premises, in whole or in part without prior written permission of the **Lessor**. This does not exclude 3rd party service agreements pertaining to all lawful business conducted by **Lessee** as approved in Section 5.A above.

SECTION 30 - SUCCESSORS

30. This Agreement and the covenants and conditions contained herein shall be binding upon and inure to the benefit of the **Lessor** and its successors and assigns, and shall be binding upon the **Lessee** and its successors and assigns.

SECTION 31 - ENTIRE AGREEMENT

31. This Agreement and the Exhibits hereto set forth the entire understanding between the **Lessor** and the **Lessee** concerning the subject matter of this Agreement and incorporate all prior negotiations and understandings, either oral or written. No alteration, amendment, change or addition to this Agreement shall be binding upon either party unless in writing and executed and delivered by both the **Lessor** and the **Lessee**.

SECTION 32 - SEVERABILITY

32. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be declared invalid or deemed unenforceable by a court of competent jurisdiction or superseding law, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which

it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law notwithstanding the invalidity of any other term or provision hereof.

SECTION 33 - RECORDING OF LEASE AGREEMENT

33. This Agreement shall be recorded at the **Lessee's** expense.

SECTION 34 - DESIGNATION OF LESSOR AGENT

34. This **Lessor** designates, and the **Lessee** agrees that the Manager of the Airport shall do and perform on behalf of the **Lessor** all acts requiring the discretion of its agent hereunder, including at all reasonable times, the right to enter upon the Premises for the inspection of same.

SECTION 35 -ACCESS TO PREMISES

35. The **Lessor** and its authorized representatives and agents shall have the right to enter the Premises during all regular business hours, and in emergencies at all times, for the purpose of making repairs, installing utilities, providing services to the Premises, or making inspections or showing the same to prospective purchasers, lessor, or lenders.

SECTION 36 - QUIET ENJOYMENT

36. The **Lessee**, so long as **Lessee** does not default in the performance of any of the terms of this Agreement, shall peaceably and quietly hold, occupy and enjoy the Premises, during the term hereof without any hindrance by the **Lessor**.

SECTION 37 - EXECUTION IN COUNTERPARTS

37. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[The remainder of this page has intentionally been left blank.]

IN WITNESS WHEREOF, the **Lessor** and the **Lessee** have caused this Agreement to be executed in their respective names and their respective seals to be hereunto affixed and attested by their duly authorized officers.

ATTEST:

Madison Brannon

PEM-AIR, LLC LESSEE

By: _____ Jun-8-2026

Virgil D. Pizer, Manager Date

STATE OF FLORIDA

COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 8 day of June 2026 by Virgil D. Pizer as Manager of Pem-Air, LLC, who is personally known to me or who has produced _____ as identification.

CHRISTINE ANN SCHMIDT
Notary Public - State of Florida
Commission # HH 329056
My Comm. Expires Nov 3, 2026
Bonded through National Notary Assn.

_____

(Signature of person taking acknowledgment)

Christine Ann Schmidt

(Name typed, printed or stamped)

Administrative Asst. III

(Title or rank) (Serial number, if any)

ATTEST:

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

Paige Jeffreys, Deputy Clerk

Douglas Chorvat, Jr.
CLERK OF CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
SEAL
HERNANDO COUNTY, FLORIDA

By: Jerry Campbell 6/9/2026

Jerry Campbell, Chairman Date

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Jon Jouben
County Attorney

Board of County Commissioners

AGENDA ITEM

Meeting: 06/09/2026
Department: Airport
Prepared By: Gina Grimmer
Initiator: Steve Miller
DOC ID: 17555
Legal Request Number:
Bid/Contract Number:

TITLE

Ratification of Application to Federal Aviation Administration for Airport Improvements Grant FY 2026 Infrastructure Investment and Jobs Act Grant for Airfield Electrical Improvement Design Project at Brooksville-Tampa Bay Regional Airport

RESULT:	**ADOPTED**
MOVER:	John Allocco
SECONDER:	Steve Champion
AYES:	Campbell, Amsler, Champion and Allocco
ABSENT:	Hawkins

Hernando County Board of County Commissioners
Brooksville-Tampa Bay Regional Airport
15800 Flight Path Drive
Brooksville, FL 34604

May 5, 2026

Jennifer Ganley, P.E.
Program Manager
Federal Aviation Administration
Orlando Airports District Office
8427 SouthPark Circle, Suite 524
Orlando, FL 32819

Dear Ms. Ganley,

Subject: Brooksville-Tampa Bay Regional Airport (BKV)
FY 2026 Infrastructure Investment and Jobs Act (IIJA)
Grant Application

In accordance with the Airport Improvements Grant (AIG) for Airfield Electrical Improvements, enclosed please find the 2026 grant application for the following projects:

1. Airfield Electrical Improvements – Phase 1 Design
    a. Total Project Cost: $66,248.00
        i. FAA Eligible: $53,138.00
        ii. FAA Ineligible: $13,110.00 (Signage Map & Vault Inspection)

The following items are enclosed for each of the above projects in this grant application:

- Application Checklist
- Standard Form 424 - Application for Federal Assistance
- SF 5100-100: Parts II and III
- Program Narrative and Sketch
- FAA ADO Required Detailed Information Sheet
- Project Line Item Cost Breakdown
- Project Specific Checklist
- Project Schedule
- Environmental Documentation (Categorical Exclusion)
- Airport Sponsor Certifications

We are requesting $50,481.00 of the IIJA eligible federal share of project costs. Please let me know if you should have any questions or comments.

Sincerely,

5/11/26

Andrew Johns
Sr. Project Manager
Brooksville-Tampa Bay Regional Airport

Airport Improvement Program
Federal Assistance Request Checklist

APPLICATION CHECKLIST

Airport:	Brooksville-Tampa Bay Regional Airport (BKV)
Sponsor:	Hernando County Board of County Commissioners
City, State:	Brooksville, Florida
Date of Application:	May 5, 2026

Cover Letter:

N/A Letter of Credit method of payment requested.
X Project(s) identified. (Any changes from previous meetings/discussions should be discussed prior to submission.)
N/A If pre-application, proposed application date identified.
N/A If application, any changes to requested amount are identified and reasons provided.
N/A If application, identify if any changes have taken place on Exhibit "A" Property Map since last grant.
N/A If application, identify if any changes have taken place on Exhibit "C" Title Opinion since last grant.

Application:

X Standard Form 424 - Application for Federal Assistance and Associated Forms
X Program Narrative and Sketch
X Detailed Project Information Sheet
X Project Line Item Cost Breakdown
X Project Specific Checklist
X Project Schedule
X CATEX
N/A Public Hearing Information
X Airport Sponsor Certifications
N/A Airport Layout Plan, Title Opinion, and Airport Property Map
X Project Contract/Scope, and Fee
NA Independent Fee Estimate
NA Bid Tabulation
NA Recommendation for Award Letter

OMB Number: 2120-0569
Expiration Date: 12/31/2026

Application for Federal Assistance SF-424

*1. Type of Submission:
- ☐ Preapplication
- ☒ Application
- ☐ Changed/Corrected Application

*2. Type of Application
- ☒ New
- ☐ Continuation
- ☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify)

*3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:
FAA

*5b. Federal Award Identifier:

State Use Only:

6. Date Received by **State**:

7. **State** Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: Hernando County Board of County Commissioners

*b. Employer/Taxpayer Identification Number (EIN/TIN):
73212920

*c. UEI:

d. Address:

*Street 1: 15800 Flight Path Drive

Street 2:

*City: Brooksville

County/Parish:

*State: Province: FL

*Country: United States

*Zip / Postal Code 34604

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr. *First Name: Steve

Middle Name:

*Last Name: Miller

Suffix:

Title: Aviation Manager

Organizational Affiliation:
Brooksville-Tampa Bay Regional Airport (BKV)

*Telephone Number: 352-540-6342 Fax Number:

*Email: smiller@flybkv.com

Application for Federal Assistance SF-424

***9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

***10. Name of Federal Agency:**

Federal Aviation Administration

***11. Catalog of Federal Domestic Assistance Number:**

CFDA No: CFDA Title:

20.117 Airport Infrastructure Grants (AIG)

***12. Funding Opportunity Number:**

Not Aplicable

*Title:

Not Applicable

13. Competition Identification Number:

Not Applicable

Title:

Not Applicable

14. Areas Affected by Project (Cities, Counties, States, etc.):

Brooksville-Tampa Bay Regional Airport - Brooksville, Florida

***15. Descriptive Title of Applicant's Project:**

Airfield Electrical Rehabilitation Phase 1 (Design)

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

*a. Applicant: FL-14 *b. Program/Project: FL-14

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 07/27/2026 *b. End Date: 03/11/2027

18. Estimated Funding ($):

*a. Federal	$ 50,481
*b. Applicant	$ 0
*c. State	$ 12,614
*d. Local	$ 3,153
*e. Other	$ 0
*f. Program Income	$ 0
*g. TOTAL	$ 66,248

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____.

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

***20. Is the Applicant Delinquent On Any Federal Debt?**

☐ Yes ☒ No

If "Yes", explain:

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. *First Name: Jeffrey

Middle Name:

*Last Name: Rogers

Suffix:

*Title: County Administrator

*Telephone Number: 352-754-4002 Fax Number:

* Email: smiller@flybkv.com

*Signature of Authorized Representative:  *Date Signed: 3-11-26

OMB EXPIRATION DATE: 12/31/2026

PART III - BUDGET INFORMATION - CONSTRUCTION

SECTION A - GENERAL

1. Federal Domestic Assistance Catalog No. **20-117**

2. Functional or Other Breakout **Airport Infrastructure Grant**

SECTION B - CALCULATION OF FEDERAL GRANT

Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount (Use only for Rvisions)	Adjustment + or (-) (Use only for Revisions)	
1. Administration expense	$1,300.00		$ 1,300.00
2. Preliminary expense	$0.00		$ -
3. Land, structures. right-of-way	$0.00		$ -
4. Engineering basic fees	$64,948.32		$ 64,948.32
5. Other engineering fees (Survey Services)	$0.00		$ -
6. Other engineering fees (Leboratory Services)	$0.00		$ -
7. Other engineering fees (Independent Fee Estimate)	$0.00		$ -
8. Project inspection fees	$0.00		$ -
9. Relocation payments to Individuals and businesses	$0.00		$ -
10. Demolition and removal	$0.00		$ -
11. Construction and project improvement	$0.00		$ -
12. Equipment	$0.00		$ -
13. Miscellaneous	$0.00		$ -
14. **Subtotal** *(Line 1 through 13)*	$66,248.32		$ 66,248.32
15. Estimated Income *(if applicable)*	$0.00		$ -
16. Net Project Amount *(Line 14 minus 15)*	$66,248.32		$ 66,248.32
17. **Less:** Ineligible Exclusions (Section C, Line 23 g.)	$0.00		$ -
18 **Subtotal** (Line 16 through 17)	$ 66,248.32		$ 66,248.32
19 Federal Share requested of Line 19	$ 50,481.40		$ 50,481.40
20 Grantee share	$ 3,153.38		$ 3,153.38
21 Other shares	$ 12,613.53		$ 12,613.53
22 **Total project** *(Lines 19, 20 & 21)*	$ 66,248.32		$ 66,248.32

FAA Form 5100-100 (3/16) SUPERSEDS PREVIOUS EDITIONS

SECTION C - EXCLUSIONS

23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g . Totals	$ -

SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

24. Grantee Share	$ 3,153.38
a. Securities	
b. Mortgages	
c. Appropriations (By Applicant)	
d. Bonds	
e. Tax Levies	
f. Non Cash	
g. Other (Explain)	
h. TOTAL -Grantee Share	$ 3,153.38
25.Other Shares	
a. State	$ 12,613.53
b. Other	$ -
c. Total Other Shares	$ 12,613.53
26. TOTAL NON-FEDERAL-FINANCING	$ 15,766.92

SECTION E - REMARKS

(Attach sheets if additional space is required)

Brooksville-Tampa Bay Regionla Airport (BKV)
PROJECT COSTS

Airfield Electrical Improvements - Phase 1 Design	**Cost (100%)**
Administrative Costs	***$1,300***
Engineering Basic Fees	
Design	$64,948
Other Engineering Fees	
Survey Services	$0
Laboratory Services	$0
Independent Fee Estimate	$0
Total Engineering Fees	***$64,948***

Total Project Cost (100%)	**$66,248**	
FAA Eligible (80.2%)	**$53,138**	
FAA Inelligible (19.8%)	**$13,110**	
TOTAL FAA SHARE	**$50,481**	76.20%
TOTAL FDOT SHARE	**$12,614**	19.04%
TOTAL LOCAL SHARE	**$3,153**	4.76%

PART IV
PROGRAM NARRATIVE

DEPARTMENT OF TRANSPORTATION – FEDERAL AVIATION ADMINISTRATION OMB NO. 2120-0569

1. PROJECT: Airfield Electical Improvements – Phase 1 Design

AIRPORT: Brooksville-Tampa Bay Regional Airport (BKV)

1. Objective:

a. Install new Runway 9-27 REILs and PAPIs
b. Scope is Appropriate: Yes. *See Approved Scope of Work.*

2. **Benefits Anticipated:**

These electrical improvements will improve visilibity for safety and increase efficiency while eliminating the need for frequent maintenance.

3. Approach:

Hernando County Board of County Commissioners (HCBCC) intends to implement a number of improvements at BKV. These improvements include the installation of LED REILs and PAPIs for Runway 9-27 and retrofitting the existing wind cone with LED lighting.

See Approved Scope of Work and Schedule.

4. Geographic Location:

Brooksville-Tampa Bay Regional Airport, Brooksville, Florida

5. If Applicable, Provide Additional Information:

Not applicable

6. Sponsor's Representative: *(incl. address & tel. no)*

Steve Miller
Airport Manager
Brooksville-Tampa Bay Regional Airport
15800 Flight Path Drive
Brooksville, FL 34604
352-540-6342

Detailed Project Information Sheet
Airport Improvement Program
Grant Application

Airport: BROOKSVILLE-TAMPA BAY REGIONAL AIRPORT (BKV)

City, ST: Brooksville, Florida

Project Description: This project will include design services for the following airfield electrical improvements:

- New LED REILs for Runway 9
- New LED REILs for Runway 27
- New LED PAPIs for Runway 9
- New LED PAPIs for Runway 27
- Retrofitting the existing primary wind cone with new LED lighting

Construction costs is estimated at $400,000 broken up as follows:

- PAPIs (62% = $248,000)
- REILs (35% = $140,000)
- Wind cone (3% = $12,000)

Project Justification: Currently neither end of Runway 9-27 is equipped with REILs and the PAPIs are over 20 years old. They are outdated and require on-going maintenance. The new LED lights will be brighter and more visible while also being more efficient. The existing wind cone is also over 20 years old, and LED lighted wind cone will be more visible for nighttime operations or during lower visibility.

Special Circumstances: None

Project Cost Information:

Total Cost	FAA Share	State	Local
$66,248.00	$50,481.00	$12,614.00	$3,153.00

Type of Funding Proposed (FAA Share Only)			
Fund Type	**Funding Available**	**Funds to be Used**	**Funds Remaining**
2023 AIG	$197,011.00	$50,481.00	$146,530.00
2024 AIG	$851,000.00	$0.00	$851,000.00
2025 AIG	$687,000.00	$0.00	$687,000.00
Total	$1,735,011.00	$50,481.00	$1,684,530.00

Alternate Funding Plan: In the event that the AIG funding is not granted, the Owner will either utilize the FDOT funds or move the project to a fiscal year that has funding available.

Project Specific Checklist
Application for Federal Assistance

Project Description:

Airfield Electrical Improvements

Airport Name / City, FL:

BROOKSVILLE-TAMPA BAY REGIONAL AIRPORT, BROOKSVILLE, FLORIDA

	Items a. thru pp. must be answered for each individual project: (Ref. Order 5100-38D, Chapter 3, Table 3-1)	Yes (y)	No (n)	N/A (n/a)
a.	Is the project eligible?	Y		
aa.	Identify eligibility "chapter & verse" from Order 5100-38D, AIP Handbook	Section 3-3 Airport Development		
b.	Is the project justifiied? Does your project narrative address the "Three Basic Tests" as identified in Table 3-4, Order 5100-38D?	Y		
c.	Is the project on airport property (with good title)?	Y		
cc.	Date of your current Airport Exhibit A on file in ADO:	June 2015		
d.	Is the project on the FAA approved airport layout plan?	Y		
dd.	Identify date of FAA approved ALP on file in the ADO:	Signed 8/18/2016 by FAA		
e.	Has the Sponsor satisfied the intergovernmental review and airport user	Y		
f.	Has the FAA completed an environmental finding for the project?	Y		
ff.	Provide date of environmental finding/Cat. Ex.?	TBD		
g.	Will the project result in a usable unit of work?	Y		
h.	Will the project be planned, designed, and/or constructed to FAA standards?	Y		
hh.	If applicable, identify date MOS was approved by FAA.			N/A
i.	Has the project been procurred correctly?	Y		
j.	Are the project costs allowable?	Y		
k.	directly necessary to accomplish the project. Ref. Order 5100-38D, Ch. 3, Section 12).	Y		
l.	Were the project costs incurred after the grant was executed? (Ref. Order 5100-38D, Ch. 3, Section 13, for exceptions).	Y		
m.	Are the project costs reasonable? (Are Sponsor cost analyses attached? Ref. Order 5100-38D, Ch. 3, Section 14). See Engineer's Estimate, Bid Tabs, and sponsor letter.	Y		
n.	Is this the only federal grant containing these project costs? (No "double-dipping"!!!)	Y		
o.	Are the project costs within the allowable federal share?	Y		
p.	Can the project be completed without unreasonable delay?	Y		
pp.	Identify number of calendar days and date after the grant execution date when notice-to-proceed will be issued.	Immediately		
	If discretionary funding is being requested for this project answer the following:			
1	Is this project phased?			
1a.	If yes, what phase is this?			
1b.	If phased, how does this phase fit into the larger development need?			
2	What is the total AIP funds spent on previous phases of the project?			
2a.	What is the total AIP funds requested for this phase in this Application?			
2b.	What is the total AIP funds needed to complete the project beyond this Application ?			
	If funding requested for this project is for an LOI, provide the following:			
i.	Enter the number of the LOI payment this grant will provide.			
ii.	Enter the total number of LOI payments - past grant(s), this grant, future grant(s)			
iii.	Total AIP funds provided to-date including the funds requested in this Application			
iv.	Total AIP funds approved for the project LOI. (Total LOI payments for entire project).			

U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-130, Drug-Free Workplace – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Drug-Free Workplace
Airport Improvement Program Sponsor Certification

Sponsor: Hernando County Board of County Commissioners

Airport: Brooksville-Tampa Bay Regional Airport (BKV)

Project Number:

Description of Work: Airfield Electrical Improvements - Phase 1 Design

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

   ☒ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

   a. The dangers of drug abuse in the workplace;

   b. The sponsor's policy of maintaining a drug-free workplace;

   c. Any available drug counseling, rehabilitation, and employee assistance programs; and

   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

   ☒ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

   ☒ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

   a. Abide by the terms of the statement; and

   b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

   ☒ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

   ☒ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

   a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and

   b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

   ☒ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

   ☒ Yes ☐ No ☐ N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1
Name of Location: Brooksville-Tampa Bay Regional Airport
Address: 15800 Flight Path Drive Brooksville, FL 34604

Location 2 (if applicable)
Name of Location:
Address:

Location 3 (if applicable)
Name of Location:
Address:

Attach documentation clarifying any above item marked with a "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 11th day of May , 2026 .

Name of Sponsor: Hernando County Board of County Commissioners

Name of Sponsor's Authorized Official: Andrew Johns

Title of Sponsor's Authorized Official: Sr. Project Manager

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-132, Project Plans and Specifications – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Project Plans and Specifications
Airport Improvement Program Sponsor Certification

Sponsor: Hernando County Board of County Commissioners

Airport: Brooksville-Tampa Bay Regional Airport (BKV)

Project Number:

Description of Work: Airfield Electrical Improvements - Phase 1 Design

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).

   ☒ Yes ☐ No ☐ N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).

   ☒ Yes ☐ No ☐ N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).

   ☒ Yes ☐ No ☐ N/A

4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).

   ☒ Yes ☐ No ☐ N/A

5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).

   ☒ Yes ☐ No ☐ N/A

6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).

   ☒ Yes ☐ No ☐ N/A

7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).

   ☒ Yes ☐ No ☐ N/A

8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).

   ☒ Yes ☐ No ☐ N/A

9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).

   ☒ Yes ☐ No ☐ N/A

10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).

    ☒ Yes ☐ No ☐ N/A

11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)

    ☐ Yes ☐ No ☒ N/A

12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:

    a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.

       ☒ Yes ☐ No ☐ N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

☐ Yes ☐ No ☒ N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

☐ Yes ☐ No ☒ N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

☒ Yes ☐ No ☐ N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 11th day of May, 2026.

Name of Sponsor: Hernando County Board of County Commissioners

Name of Sponsor's Authorized Official: Andrew Johns

Title of Sponsor's Authorized Official: Sr. Project Manager

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-134, Selection of Consultants – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Selection of Consultants
Airport Improvement Program Sponsor Certification

Sponsor: Hernando County Board of County Commissioners

Airport: Brooksville-Tampa Bay Regional Airport (BKV)

Project Number:

Description of Work: Airfield Electrical Improvements - Phase 1 Design

Application
49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements
Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).

   ☒ Yes ☐ No ☐ N/A

2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).

   ☒ Yes ☐ No ☐ N/A

3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).

   ☒ Yes ☐ No ☐ N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).

☒ Yes ☐ No ☐ N/A

5. Sponsor has publicized or will publicize a RFQ that:

   a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and

   b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).

☒ Yes ☐ No ☐ N/A

6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).

☒ Yes ☐ No ☐ N/A

7. Sponsor has verified or will verify that agreements exceeding $25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).

☒ Yes ☐ No ☐ N/A

8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:

   a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and

   b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).

☒ Yes ☐ No ☐ N/A

9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).

☒ Yes ☐ No ☐ N/A

10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).

☒ Yes ☐ No ☐ N/A

11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).

☒ Yes ☐ No ☐ N/A

12. Sponsor has incorporated or will incorporate mandatory contact provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)

☒ Yes ☐ No ☐ N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

    a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));

    b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and

    c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

    ☒ Yes ☐ No ☐ N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

    ☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 11th day of May , 2026

Name of Sponsor: Hernando County Board of County Commissioners

Name of Sponsor's Authorized Official: Andrew Johns

Title of Sponsor's Authorized Official: Sr. Project Manager

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-135, Certification and Disclosure Regarding Potential Conflicts of Interest – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Certification and Disclosure Regarding Potential Conflicts of Interest
Airport Improvement Program Sponsor Certification

Sponsor: Hernando County Board of County Commissioners

Airport: Brooksville-Tampa Bay Regional Airport (BKV)

Project Number:

Description of Work: Airfield Electrical Improvements - Phase 1 Design

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

a) The employee, officer or agent,

b) Any member of his immediate family,

c) His or her partner, or

d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

   ☒ Yes ☐ No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

   ☒ Yes ☐ No

3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

   ☒ Yes ☐ No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this 11th day of May, 2026

Name of Sponsor: Hernando County Board of County Commissioners

Name of Sponsor's Authorized Official: Andrew Johns

Title of Sponsor's Authorized Official: Sr. Project Manager

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Airfield Electrical Improvements - Design

PROPOSED PROJECT SCHEDULE

Task	Dates:
Application Submittal to FAA ADO Engineer	**5/5/2026**
Grant Offer	**7/1/2026**
Execution of FAA Grant	**7/3/2026**
Pre-design Conference	**7/27/2026**
CSPP and Airspace Coordination in OE/AAA[1]	**10/27/2026**
Completion of Plans, Specifications and Engineers Report	**11/27/2026**
Submit Plans and Specs to FAA[2]	**12/11/2026**
Design Grant Close-Out[3]	**3/11/2027**

[1] Coordination of CSPP and airspace in OE/AAA shall be completed / determined before grant application submittal. Refer to CSPP SOP 1.00 for CSPP project applicability requirements.

[2] For any construction grants, Plans / Specs & the Engineers Report must be submitted to the ADO PM for review and approval prior to bid advertisement in accordance with 2 CFR 200. Sponsor will be responsible for removing / prorating all non-AIP eligible bid items identified prior to grant execution.

[3] Project shall remain on schedule as shown above. Note that closeout of an AIP grant must not exceed four (4) years after grant execution date. You may refer to the AIP Handbook - Chapter 5, Section 8, Grant Closeout for additional details.

FAA ORLANDO AIRPORTS DISTRICT OFFICE – CATEGORICAL EXCLUSION (CATEX) SHORT FORM

Airport: Brooksville-Tampa Bay Regional Airport (BKV) Project Title: Airfield Electrical Improvements (Design)

Use this CATEX Short Form if the Proposed Action is a federal action subject to NEPA and normally would not have a significant effect(s) on the human environment. **Identify the applicable category on the line below from FAA Order 1050.1G, Appendix B, sections B-2.1 through B-2.6 for the Proposed Action.**

B-2.3(b)

_____.

List all components of the Proposed Action and Connected Actions (if any) on a separate sheet. *A CATEX should not be used for a segment or an interdependent part of a larger proposed action.* **Include** a summary of existing conditions at the Proposed Action site. **Attach** a site map identifying the Proposed Action area on the airport's current ALP and a recent aerial of the Proposed Action area.

Certify that the Proposed Action and Connected Actions are **NOT** likely to have extraordinary circumstances or significant impacts. Significance thresholds and factors to consider are in FAA Order 1050.1G, Appendix A, Exhibit A-1. Extraordinary circumstances are listed in FAA Order 1050.1G, Appendix B, B-1(b), and summarized below:

(1) An adverse effect on cultural resources protected under the National Historic Preservation Act of 1966, as amended, 54 U.S.C. § 300101, *et seq.*;
(2) An effect on resources protected under Section 4(f) of the Department of Transportation Act;
(3) An effect on natural, ecological, or scenic resources of Federal, state, Tribal (including Tribal trust or treaty protected resources), or local significance (e.g., federally listed or proposed endangered, threatened, or candidate species, or designated or proposed critical habitat under the Endangered Species Act, 16 U.S.C. §§ 1531-1544);
(4) An effect on the following resources: resources protected by the Fish and Wildlife Coordination Act, 16 U.S.C. §§ 661-667d; wetlands; floodplains; coastal zones; national marine sanctuaries; wilderness areas; National Resource Conservation Service-designated prime and unique farmlands; energy supply and natural resources; resources protected under the Wild and Scenic Rivers Act, 16 U.S.C. §§ 1271-1287, and rivers or river segments listed on the Nationwide Rivers Inventory (NRI); and solid waste management;
(5) A division or disruption of an established community, or a disruption of orderly, planned development, or an inconsistency with plans or goals that have been adopted by the community in which the project is located;
(6) An increase in congestion from surface transportation (by causing a decrease in the level of service below acceptable levels determined by the appropriate transportation agency, such as a highway agency);
(7) An effect on noise levels of noise sensitive areas;
(8) An effect on air quality or violation of Federal, state, tribal, or local air quality standards under the Clean Air Act, 42 U.S.C. §§ 7401-7671q;
(9) An effect on water quality, sole source aquifers, a public water supply system, or state or tribal water quality standards established under the Clean Water Act, 33 U.S.C. §§ 1251-1387, and the Safe Drinking Water Act, 42 U.S.C. §§ 300f-300j-26;
(10) Effects on the quality of the human environment that are likely to be highly controversial on environmental grounds. The term "highly controversial on environmental grounds" means there is a substantial dispute regarding the analytical outcomes of the environmental review. Controversies on environmental grounds relate to a substantive issue pertaining to the analysis of effects, such as reasonable disagreement over the degree, extent, or nature of a proposed action's environmental impacts or over the action's risks of causing environmental harm. Mere opposition is not sufficient for a proposed action or its impacts to be considered highly controversial on environmental grounds. Opposition on environmental grounds by a Federal, state, or local government agency or by a tribe or a substantial number of the persons affected by the action should be considered in determining whether or not reasonable disagreement regarding the impacts of a proposed action exists. However, while a substantial number of persons affected by the action is a consideration, it is not necessarily determinative that extraordinary circumstances exist. If in doubt about whether a proposed action is highly controversial on environmental grounds, consult with the Orlando ADO;
(11) Likelihood to be inconsistent with any Federal, state, tribal, or local law relating to the environmental aspects of the proposed action; or
(12) Likelihood to create a significant impact on the human environment, including, but not limited to, actions likely to cause a significant lighting impact on residential areas or commercial use of business properties, likely to cause a significant impact on the visual nature of surrounding land uses, likely to cause environmental contamination by hazardous materials, or likely to disturb an existing hazardous material contamination site such that new environmental contamination risks are created.

Based on the information in this Short Form CATEX and supporting information, I certify that the Proposed Action and Connected Actions meet(s) all requirements for a CATEX in accordance with FAA Order 1050.1G and do not have any extraordinary circumstances or significant impacts.

Signature of Authorized Airport Representative, Andrew Johns, Sr. Project Manager

Date FAA Determination (signature of the Responsible FAA Official):

Categorically Excluded:_____Date:_____

CATEGORICAL EXCLUSION ENVIRONMENTAL DETERMINATION CHECKLIST

Airport: Brooksville-Tampa Bay Regional Airport (BKV)

Prepared and certified by: Timeka Carter, MDG Date: 5/4/2026

	YES**	NO	COMMENTS
THE PROPOSED ACTION MUST BE LISTED IN FAA ORDER 1050.1G, APPENDIX B, SECTIONS B-2.1 THROUGH B-2.6 AS AN ACTIVITY THAT WOULD NORMALLY BE CATEGORICALLY EXCLUDED			
THE PROPOSED ACTION CONSISTS OF:			
Helicopter facilities or operations		✓	
Land acquisition		✓	
New airport serving general aviation		✓	
Access or service road construction		✓	
New airport location		✓	
New runway		✓	
Runway extension, strengthening, reconstruction, resurfacing or widening		✓	
Converting prime or unique farmland		✓	
Runway Safety Area (RSA) improvements		✓	
ILS or ALS installation		✓	
Airport development (hangars, terminal expansion)		✓	
On-airport aboveground or underground fuel storage tanks		✓	
Construction, reconstruction, or relocation of an ATCT		✓	
THE PROPOSED ACTION WILL AFFECT:			
Historic/Archeological/Cultural Resources		✓	
Section 4(f) or 6(f) resources		✓	
Federally listed, endangered, threatened, or candidate species, or designated/proposed critical habitat		✓	
Federal, state, tribal, or local natural, ecological, or scenic resources		✓	
Wetlands, floodplains, waterways, coastal zones		✓	
Energy supply or natural resources		✓	
Protected rivers or river segments		✓	
Established community(s), planned development, or plans/goals adopted by the local community		✓	
Surface vehicular traffic (reduce LOS)		✓	
Air quality or violate Federal, state, tribal or local standards		✓	
Water quality, a sole source aquifer, public water supply system, or federal, state, or tribal water quality standards		✓	
THE PROPOSED ACTION IS LIKELY TO:			
Be Highly Controversial on Environmental Grounds		✓	
Be Inconsistent with Federal, state, tribal, or local law relating to environmental aspects		✓	
Cause residential or business relocations		✓	
Increase noise levels over Noise Sensitive Land Uses within the 65 dBA noise contour or newly include Noise Sensitive Land Uses within the 65 dBA noise contour.		✓	
Contain Hazardous Materials or Affect Hazardous Materials/Sites		✓	
Create a Wildlife Hazard per AC 150/5200-33		✓	
Increase lighting impacts on residential communities or impact the visual nature of surrounding land uses		✓	

** Attach detailed explanations or analysis for all "yes" answers on a separate sheet that supports a Categorical Exclusion determination.

Brooksville-Tampa Bay Regional Airport (BKV)
Categorical Exclusion (Orlando ADO Short Form) Project Description
Airfield Electrical Improvements

Order 1050.1G NEPA Exclusion for airfield electrical:
B-2.3(b) Establishment, installation, upgrade, or relocation of any of the following on designated airport or FAA property: airfield or approach lighting systems, visual approach aids, beacons, and electrical distribution systems as described in FAA Order JO 6850.2, Visual Guidance Lighting Systems, and other related facilities. (ATO, ARP)

Project Description

This project will include design services for the following airfield electrical improvements:

- New LED REILs for Runway 9
- New LED REILs for Runway 27
- New LED PAPIs for Runway 9
- New LED PAPIs for Runway 27
- Retrofitting the existing primary wind cone with new LED lighting
- Airfield Lighting Vault inspection and report of findings
- Removal of the Runway 9-27 hold signs and markings on Taxiway A
- Development of an airport-wide signage map

Exhibit A – Scope of Work
Miscellaneous Airfield Electrical Improvements
Brooksville–Tampa Bay Regional Airport (BKV)
Design Services

Project Description

The Brooksville–Tampa Bay Regional (BKV) and Hernando County (OWNER) has requested that Michael Baker International, Inc. (MICHAEL BAKER) provide design services for the project which will include:

- New LED REILs for Runway 9
- New LED REILs for Runway 27
- New LED PAPIs for Runway 9
- New LED PAPIs for Runway 27
- Retrofitting the existing primary wind cone with new LED lighting
- Airfield Lighting Vault inspection and report of findings
- Removal of the Runway 9-27 hold signs and markings on Taxiway A
- Development of an airport-wide signage map

It is assumed that the existing conduit and cable to the PAPIs and primary wind cone are in good condition and will be reused.

The PROJECT will likely receive FAA grant funding. Therefore, the design schedule will be dictated by the FAA AIP Grant preapplication and application deadlines.

Team Organization

Ohmega, Inc. will provide electrical engineering services. Michael Baker will provide project management, civil engineering, and development of the airport-wide signage map.

Scope Organization

This scope of work has been dividing into the following parts, listed in chronological order. Project Management runs from project initiation through bidding.

- Part 1 – Project Management
- Part 2 – Data Collection
- Part 3 – Airport-Wide Signage Map
- Part 4 – Miscellaneous Airfield Electrical Design

Part 1 - Project Management

1.1 Contract Management and Team Coordination

This task includes the internal management of the contract including accounting, cost tracking, billing, and record keeping. MICHAEL BAKER will prepare and maintain the Project Management and Quality Management Plans for the project. MICHAEL BAKER will assign tasks to appropriate internal production staff, monitor schedule, and confirm internal quality control procedures are being followed.

MICHAEL BAKER will maintain communications and coordination with OWNER and subconsultant throughout the PROJECT. Task will include coordinating schedule and site activities and deliverables with overall project schedule.

Deliverables: Invoices (electronic pdf format); Email correspondence (upon request)

1.2 Grant Applications

MICHAEL BAKER will prepare the design grant application and construction grant pre-application and final application for the project. The design grant will be for an FAA Airport Infrastructure Grant (AIG) under the Bipartisan Infrastructure Law (BIL). The construction grant will be either for an FAA AIG or AIP grant.

Part 2 – Data Collection

2.1 Review of Pertinent Documents

MICHAEL BAKER will review all available documents that are pertinent to PROJECT to include the following:

- Latest Airport Layout Plan
- Pertinent as-built drawings
- Prior airport-wide signage map

Deliverables: None

2.2 Engineer's Field Visit

After **Task 2.1** is completed, MICHAEL BAKER will visit the site with Ohmega to review existing conditions and verify the documents reviewed in **Task 2.1.** The site visit will include a detailed review of the existing airfield lighting vault by Ohmega. MICHAEL BAKER's will coordinate Ohmega's site visit. Ohmega will prepare a site visit report with photographic documentation.

Deliverables: Site visit report with photographic documentation (electronic email or PDF format)

Part 3 – Airfield-Wide Signage Map

3.1 Signage Map

MICHAEL BAKER will prepare a 22x34 color exhibit of the existing airport signage.

Meetings: MICHAEL BAKER's Project Manager will attend one (1) virtual meeting with BKV to review the Signage Map.

Deliverables: One (1) 22x34 color exhibit (PDF format only), meeting notes (Email format)

Part 4 – Miscellaneous Airfield Electrical Design

4.1 Airfield Electrical Design

MICHAEL BAKER will prepare general plan sheets and pavement marking removal plans. Ohmega will prepare electrical plans. The package will include draft final and final bid plans, technical specifications, and cost estimate for the project.

Deliverables: Plans, specifications, and cost estimate (PDF format)

4.2 Construction Safety and Phasing Plan (CSPP)

MICHAEL BAKER will prepare a CSPP document for the plans developed in **Task 4.1.** The report will be structured as outlined in FAA AC 150/5370-2G – Operational Safety on Airport During Construction, Section 2.4. The CSPP will be incorporated into the construction bid package. MICHAEL BAKER will perform an internal Quality Control review of the CSPP. The project will not require coordination related to the FAA's Safety Management System (SMS) and associated Safety Risk Management (SRM) Program.

Deliverables: CSPP (PDF format)

4.3 FAA Form 7460

MICHAEL BAKER will prepare an exhibit of the temporary and permanent structures associated with the project with above ground height, mean sea level height, and coordinates and input the data into the FAA's online system.

Deliverables: 7460 Exhibit (PDF format), FAA Determination (email format)

4.4 Design Review Meeting

After OWNER has had about a week to review the final design documents, MICHAEL BAKER will prepare the required meeting topics to facilitate a meeting with the OWNER to review the final documents. The meeting will be attended virtually by MICHAEL BAKER and Ohmega.

Meetings: Described above.

Deliverables: Meeting topics (Email format)

Schedule

The manhour fee estimate is based on the following schedule durations and review periods.

TASK	DURATION (Weeks)
Part 2 – Data Collection	3
Part 3 – Airport-Wide Signage Map	3
OWNER Review Period	2

Part 4 – Miscellaneous Airfield Electrical Design	4
OWNER Review Period / Finalize Design	2
Design Phase Duration	14

Design Criteria, Design Methodology, and Specifications:

Michael will prepare the design drawings and specifications in accordance with the following technical design criteria and methodology as provided by the following agencies and appropriate publications:

FAA Advisory Circular 150/5340-30, "Design and Installation Details for Airport Visual Aids"

FA Advisory Circular 150/5345-53, "Airport Lighting Equipment Certification Program (ALECP)"

FAA Advisory Circular 150/5370-2G, "Operational Safety on Airport During Construction"

FAA Advisory Circular 150/5370-10H, "Standards for Specifying Construction of Airports"

Assumptions and Exclusions

- Scope excludes bidding and construction phase services. A separate agreement will be executed later for those services.
- Scope excludes splitting the project into more than one bid alternate. It is assumed that a single bid schedule and cost estimate will be prepared.
- The scope includes preparing only a single set of bid / construction documents.
- Scope excludes preparing an update to the Airport Layout Plan (ALP), the Airport Master Plan (AMP), or the Airport Master Drainage Plan (AMDP).
- Scope excludes payment of any permitting fees. It is assumed the Contractor will apply for and pay for the NPDES construction permit.
- Scope excludes the design of any new fencing or gates or adjustments to existing fencing and gates.
- Scope excludes wetland delineation or wetland mitigation and associated permitting. It is assumed that the site has been formally cleared of these items.
- Scope excludes hazardous materials surveys and mitigation and associated permitting.
- The scope excludes permitting other than the FAA Form 7460 application.
- OWNER will provide MICHAEL BAKER with access to the site to perform site investigations as necessary. MICHAEL BAKER will not require badges.
- OWNER will provide all available information pertinent to the design and construction of this project.
- There are no DBE goals for the engineering services associated with this project.
- The civil/site design will be prepared in AutoDesk Civil 3D, version 2020 or newer.
- There will only be an FAA grant application associated with this project.

- RPR, Quality Assurance Materials Testing, and Quality Control Materials testing are excluded. QA testing will not be required, and, if required, QC testing will be performed by the Contractor.
- Environmental work of any kind is excluded from this scope of work including:
  - Flagging of surface water limits.
  - U.S. Army Corps of Engineers (USACE) Section 404 Permit Application.
  - Gopher tortoise and burrowing owl surveys.
  - Special purpose protected species surveys for the Florida bonneted bat, the Florida scrub-jay, bald eagles and/or the crested caracara.
  - Formal consultation meetings or correspondence with the USFWS to address potential protected species impacts.
- Hard copy deliverables are not included in this scope of work.
- OWNER may request additional services from MICHAEL BAKER for PROJECT related services not specifically identified above.

Miscellaneous Airfield Electrical Improvements
Brooksville-Tampa Bay Regional Airport (BKV)
Design, Bidding, and CA Services

Travel Required (4 Trips)

Item/Task Description	Project Manager	Sr. Airfield Engineer (QC)	Airfield Engineer	Sr. Designer	Project Controls Specialist	Administrative Assistant	Totals
Rates	$255.00	$241.00	$182.00	$182.00	$118.00	$92.00	
Part 1 - Project Management							
1.1 Contract Management and Team Coordination	16					12	28
1.2 Grant Applications	12		10	10			32
Part 1 - Project Management Hours	*28*	*0*	*10*	*10*	*0*	*12*	*60*
Part 1 - Project Management Fee	*$7,140.00*	*$0.00*	*$1,820.00*	*$1,820.00*	*$0.00*	*$1,104.00*	*$11,884.00*
Part 2 - Data Collection							
2.1 Review of Pertinent Documents	1		6	6			13
2.2 Engineer's Field Visit	5						5
Part 2 - Data Collection Hours	*6*	*0*	*6*	*6*	*0*	*0*	*18*
Part 2 - Data Collection Fee	*$1,530.00*	*$0.00*	*$1,092.00*	*$1,092.00*	*$0.00*	*$0.00*	*$3,714.00*
Part 3 - Airfield-Wide Signage Map							
3.1 Signage Map		2	12	12			26
Part 3 - Airfield-Wide Signage Map Hours	*0*	*2*	*12*	*12*	*0*	*0*	*26*
Part 3 - Airfield-Wide Signage Map Fee	*$0.00*	*$482.00*	*$2,184.00*	*$2,184.00*	*$0.00*	*$0.00*	*$4,850.00*
Part 4 - Miscellaneous Airfield Electrical Design							
4.1 Airfield Electrical Design	1	6	20	20		4	51
4.2 CSPP		2	8	4			14
4.3 FAA Form 7460		1		8			9
4.4 Design Review Meeting (30%)	3						3
Part 4 - Miscellaneous Airfield Electrical Design Hours	*4*	*9*	*28*	*32*	*0*	*4*	*77*
Part 4 - Miscellaneous Airfield Electrical Design Fee	*$1,020.00*	*$2,169.00*	*$5,096.00*	*$5,824.00*	*$0.00*	*$368.00*	*$14,477.00*
Labor Totals (Michael Baker Basic Services)							
Total Estimated Hours:	38	11	56	60	0	16	181
Total Labor Costs (Michael Baker):	*$9,690.00*	*$2,651.00*	*$10,192.00*	*$10,920.00*	*$0.00*	*$1,472.00*	*$34,925.00*
Direct Reimbursable Expenses							
Travel (1 Trip, Mileage & Meals)							$ 80.00
Printing, Copying, Shipping							$ 50.00
Total Direct Reimbursable Expenses (NTE)							$130.00
Subconsultants							
Ohmega (Electrical Engineering)							$ 29,893.32
TOTAL LUMP SUM AMOUNT							$64,948.32

Total project cost = $64,948.32
FAA Eligible Costs = $52,098.32
FAA Ineligible Costs = $12,850.00(Removed $4,850 for signage map & $8,000 for vault)

G/L ACCOUNT - MASTER INQUIRY

Org code: B4441001 AIRPORT OPERATIONS FUND Type: E
Object code: 599902 BUDGET RESERVE OTHER Status: A
Project code: Budgetary: Y

Fund	B402	AIRPORT OPERATIONS FUND
Department	131	AIRPORT
Group	00000	UNDEFINED
Area of Op	44	ECONOMIC DEVELOPMENT
Function	54200	AIRPORTS
		*UNKNOWN
		*UNKNOWN

Full description: BUDGET RESERVE OTHER Short desc: 599902
Reference Acct: Auto-encumber? (Y/N) N

CURRENT YEAR MONTHLY AMOUNTS

PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	.00	.00	.00	5,588,768.00
02	.00	.00	-28,736.00	-28,736.00
03	.00	.00	.00	.00
04	.00	.00	.00	.00
05	.00	.00	-248,013.00	-248,013.00
06	.00	.00	.00	.00
07	.00	.00	.00	.00
08	.00	.00	.00	.00
09	.00	.00	.00	.00
10	.00	.00	.00	.00
11	.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	.00	.00	-276,749.00	5,312,019.00

CURRENT YEAR TOTAL AMOUNTS

Actual (Memo)	.00	Original Budget	5,588,768.00
Encumbrances	.00	Budget Tranfr In	.00
Requisitions	.00	Budget Tranfr Out	-276,749.00
Total	.00	Carry Fwd Budget	.00
Available Budget	5,312,019.00	Carry Fwd Bud Tfr	.00
Percent Used	.00	Revised Budget	5,312,019.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00		.00
Actual-Last Yr	.00		.00
Estim-Actual	5,312,019.00		.00
	.00		.00
			.00

Board of County Commissioners

AGENDA ITEM

Meeting: 06/09/2026
Department: Airport
Prepared By: Gina Grimmer
Initiator: Steve Miller
DOC ID: 17556
Legal Request Number:
Bid/Contract Number:

TITLE

Ratification of Application to Federal Aviation Administration for Airport Improvements Grant FY 2026 Infrastructure Investment and Jobs Act for Air Traffic Control Tower Equipment Project at Brooksville-Tampa Bay Regional Airport

RESULT:	**ADOPTED**
MOVER:	John Allocco
SECONDER:	Steve Champion
AYES:	Campbell, Amsler, Champion and Allocco
ABSENT:	Hawkins

Hernando County Board of County Commissioners
Brooksville-Tampa Bay Regional Airport
15800 Flight Path Drive
Brooksville, FL 34604

May 5, 2026

Jennifer Ganley, P.E.
Program Manager
Federal Aviation Administration
Orlando Airports District Office
8427 SouthPark Circle, Suite 524
Orlando, FL 32819

Dear Ms. Ganley,

Subject: Brooksville-Tampa Bay Regional Airport (BKV)
FY 2026 Infrastructure Investment and Jobs Act (IIJA)
Grant Application

In accordance with the Airport Improvements Grant (AIG) for Tower Equipment Acquisition, enclosed please find the 2026 grant application for the following projects:

1. Air Traffic Control Tower Equipment Acquisition

The following items are enclosed for each of the above projects in this grant application:

- Application Checklist
- Standard Form 424 - Application for Federal Assistance
- SF 5100-100: Parts II and III
- Program Narrative and Sketch
- FAA ADO Required Detailed Information Sheet
- Project Line Item Cost Breakdown
- Project Specific Checklist
- Project Schedule
- Environmental Documentation (Categorical Exclusion)
- Airport Sponsor Certifications

We are requesting $121,125.00 of the IIJA eligible federal share of project costs. Please let me know if you should have any questions or comments.

Sincerely,

Andrew Johns
Sr. Project Manager
Brooksville-Tampa Bay Regional Airport

Airport Improvement Program
Federal Assistance Request Checklist

APPLICATION CHECKLIST

Airport:	Brooksville-Tampa Bay Regional Airport (BKV)
Sponsor:	Hernando County Board of County Commissioners
City, State:	Brooksville, Florida
Date of Application:	May 5, 2026

Cover Letter:

N/A Letter of Credit method of payment requested.
X Project(s) identified. (Any changes from previous meetings/discussions should be discussed prior to submission.)
N/A If pre-application, proposed application date identified.
N/A If application, any changes to requested amount are identified and reasons provided.
N/A If application, identify if any changes have taken place on Exhibit "A" Property Map since last grant.
N/A If application, identify if any changes have taken place on Exhibit "C" Title Opinion since last grant.

Application:

X Standard Form 424 - Application for Federal Assistance and Associated Forms
X Program Narrative and Sketch
X Detailed Project Information Sheet
X Project Line Item Cost Breakdown
X Project Specific Checklist
X Project Schedule
X CATEX
N/A Public Hearing Information
X Airport Sponsor Certifications
X Airport Layout Plan, Title Opinion, and Airport Property Map
N/A Project Contract/Scope, and Fee
N/A Independent Fee Estimate
N/A Bid Tabulation
N/A Recommendation for Award Letter

OMB Number: 2120-0569
Expiration Date: 12/31/2026

Application for Federal Assistance SF-424

*1. Type of Submission:	*2. Type of Application	* If Revision, select appropriate letter(s):
☐ Preapplication	☒ New	
☒ Application	☐ Continuation	* Other (Specify)
☐ Changed/Corrected Application	☐ Revision	

*3. Date Received:	4. Applicant Identifier:

5a. Federal Entity Identifier:	*5b. Federal Award Identifier:
FAA	

State Use Only:

6. Date Received by **State**:	7. **State** Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: Hernando County Board of County Commissioners

*b. Employer/Taxpayer Identification Number (EIN/TIN):	*c. UEI:
73212920	

d. Address:

*Street 1: 15800 Flight Path Drive
Street 2:
*City: Brooksville
County/Parish:
*State: Province: FL
*Country: United States
*Zip / Postal Code 34604

e. Organizational Unit:

Department Name:	Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr. *First Name: Steve
Middle Name:
*Last Name: Miller
Suffix:

Title: Aviation Manager

Organizational Affiliation:
Brooksville-Tampa Bay Regional Airport (BKV)

*Telephone Number: 352-540-6342 Fax Number:

*Email: smiller@flybkv.com

Application for Federal Assistance SF-424

***9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

***10. Name of Federal Agency:**

Federal Aviation Administration

***11. Catalog of Federal Domestic Assistance Number:**

CFDA No: CFDA Title:

20.117 Airport Infrastructure Grants (AIG)

***12. Funding Opportunity Number:**

Not Aplicable

*Title:

Not Applicable

13. Competition Identification Number:

Not Applicable

Title:

Not Applicable

14. Areas Affected by Project (Cities, Counties, States, etc.):

Brooksville-Tampa Bay Regional Airport - Brooksville, Florida

***15. Descriptive Title of Applicant's Project:**

Tower Equipment Acquisition

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

*a. Applicant: FL-14 *b. Program/Project: FL-14

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 09/03/2026 *b. End Date: 01/06/2027

18. Estimated Funding ($):

*a. Federal	$ 121,125
*b. Applicant	$ 0
*c. State	$ 5,100
*d. Local	$ 1,275
*e. Other	$ 0
*f. Program Income	$ 0
*g. TOTAL	$ 127,500

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____ .

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

***20. Is the Applicant Delinquent On Any Federal Debt?**

☐ Yes ☒ No

If "Yes", explain:

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. *First Name: Jeffrey

Middle Name:

*Last Name: Rogers

Suffix:

*Title: County Administrator

*Telephone Number: 352-540-6342 Fax Number:

* Email: smiller@flybkv.com

*Signature of Authorized Representative: *Date Signed: 5-11-26

OMB EXPIRATION DATE: 12/31/2026

PART III - BUDGET INFORMATION - CONSTRUCTION

SECTION A - GENERAL

1. Federal Domestic Assistance Catalog No. **20-117**

2. Functional or Other Breakout **Airport Infrastructure Grant**

SECTION B - CALCULATION OF FEDERAL GRANT

Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount (Use only for Rvisions)	Adjustment + or (-) (Use only for Revisions)	
1. Administration expense	$2,500.00		$ 2,500.00
2. Preliminary expense	$0.00		$ -
3. Land, structures. right-of-way	$0.00		$ -
4. Engineering basic fees	$0.00		$ -
5. Other engineering fees (Survey Services)	$0.00		$ -
6. Other engineering fees (Leboratory Services)	$0.00		$ -
7. Other engineering fees (Independent Fee Estimate)	$0.00		$ -
8. Project inspection fees	$0.00		$ -
9. Relocation payments to Individuals and businesses	$0.00		$ -
10. Demolition and removal	$0.00		$ -
11. Construction and project improvement	$0.00		$ -
12. Equipment	$125,000.00		$125,000.00
13. Miscellaneous	$0.00		$ -
14. **Subtotal** *(Line 1 through 13)*	$127,500.00		$ 127,500.00
15. Estimated Income *(if applicable)*	$0.00		$ -
16. Net Project Amount *(Line 14 minus 15)*	$127,500.00		$ 127,500.00
17. **Less:** Ineligible Exclusions (Section C, Line 23 g.)	$0.00		$ -
18 **Subtotal** (Line 16 through 17)	$ 127,500.00		$ 127,500.00
19 Federal Share requested of Line 19	$ 121,125.00		$ 121,125.00
20 Grantee share	$ 1,275.00		$ 1,275.00
21 Other shares	$ 5,100.00		$ 5,100.00
22 **Total project** *(Lines 19, 20 & 21)*	$ 127,500.00		$ 127,500.00

FAA Form 5100-100 (3/16) SUPERSEDS PREVIOUS EDITIONS

SECTION C - EXCLUSIONS

23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g . Totals	$ -

SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

24. Grantee Share	$ 1,275.00
a. Securities	
b. Mortgages	
c. Appropriations (By Applicant)	
d. Bonds	
e. Tax Levies	
f. Non Cash	
g. Other (Explain)	
h. TOTAL -Grantee Share	$ 1,275.00
25.Other Shares	
a. State	$ 5,100.00
b. Other	$ -
c. Total Other Shares	$ 5,100.00
26. TOTAL NON-FEDERAL-FINANCING	$ 6,375.00

SECTION E - REMARKS

(Attach sheets if additional space is required)

Brooksville-Tampa Bay Regionla Airport (BKV)
PROJECT COSTS

Tower Equipment Acquisition	**Cost (100%)**
Administrative Costs	***$2,500.00***
Equipment	
Equipment Acquisition	$125,000.00
Total Engineering Fees	***$125,000.00***

Total Project Cost (100%)	**$127,500.00**	
TOTAL FAA SHARE	**$121,125.00**	**95.0%**
TOTAL FDOT SHARE	**$5,100.00**	**4.0%**
TOTAL LOCAL SHARE	**$1,275.00**	**1.0%**

PART IV
PROGRAM NARRATIVE

DEPARTMENT OF TRANSPORTATION – FEDERAL AVIATION ADMINISTRATION OMB NO. 2120-0569

1. PROJECT: Tower Equipment Acquisition

AIRPORT: Brooksville-Tampa Bay Regional Airport (BKV)

1. Objective:

a. Replace a 14-year old VHF radio in the ATCT

2. **Benefits Anticipated:**

Improved radio communications and management of the surrounding airspace and ground operations.

3. Approach:

Hernando County Board of County Commissioners (HCBCC) intends to replace a 14-year old VHF radio to improve reception clarity, range and reliability for continued safe aircraft operations. The equipment is eligilble based upon JO 7210.78, FAA Contract Tower Minimum Equipment And Facilities List, Section 1(c).

4. Geographic Location:

Brooksville-Tampa Bay Regional Airport, Brooksville, Florida

5. If Applicable, Provide Additional Information:

Not applicable

6. Sponsor's Representative: *(incl. address & tel. no)*

Steve Miller
Airport Manager
Brooksville-Tampa Bay Regional Airport
15800 Flight Path Drive
Brooksville, FL 34604
352-540-6342

Detailed Project Information Sheet
Airport Improvement Program
Grant Application

Airport: BROOKSVILLE-TAMPA BAY REGIONAL AIRPORT (BKV)

City, ST: Brooksville, Florida

Project Description: Replace One (1) Air Traffic Control Tower VHF Radio

Project Justification: VHF radios, 118.55 and 121.4 are now 14 years old. The average life span of ATC digital radios is typically 7 years. ATCT has been experiencing issues with reduced reception clarity and range capability for the last few years. Both indicators of impending radio failure. ATCT is also experiencing random interference on both frequencies, squelch break that renders the receiving frequency unusable for duration of the interference. ATCT traffic count in the last 10 years has doubled increasing the use of transmitter and receivers expediating the reception and range reduced capability. Requesting new radio equipment as soon as can be accomplished.

This equipment is eligilble in accordance with JO 7210.78 FAA Contract Tower (FCT) New Start and Replacement Tower Process - FAA Contract Tower Minimum Equipment And Facilities List, Section 1(c).

Special Circumstances: None

Project Cost Information:

Total Cost	FAA Share	State	Local
$127,500.00	$121,125.00	$5,100.00	$1,275.00

Type of Funding Proposed (FAA Share Only)			
Fund Type	**Funding Available**	**Funds to be Used**	**Funds Remaining**
2023 AIG	$134,075.00	$121,125.00	$12,950.00
2024 AIG	$851,000.00	$0.00	$851,000.00
2025 AIG	$687,000.00	$0.00	$687,000.00
Total	$1,672,075.00	$121,125.00	$1,550,950.00

Alternate Funding Plan: In the event that the AIG funding is not granted, the Owner will move the project to a fiscal year that has funding available.

Project Specific Checklist
Application for Federal Assistance

Project Description:

Tower Equipment Acquition

Airport Name / City, FL:

BROOKSVILLE-TAMPA BAY REGIONAL AIRPORT, BROOKSVILLE, FLORIDA

	Items a. thru pp. must be answered for each individual project: (Ref. Order 5100-38D, Chapter 3, Table 3-1)	Yes (y)	No (n)	N/A (n/a)
a.	Is the project eligible?	Y		
aa.	Identify eligibility "chapter & verse" from Order 5100-38D, AIP Handbook	Section 3-3 Airport Development		
b.	Is the project justifiied? Does your project narrative address the "Three Basic Tests" as identified in Table 3-4, Order 5100-38D?	Y		
c.	Is the project on airport property (with good title)?	Y		
cc.	Date of your current Airport Exhibit A on file in ADO:	June 2015		
d.	Is the project on the FAA approved airport layout plan?	Y		
dd.	Identify date of FAA approved ALP on file in the ADO:	Signed 8/18/2016 by FAA		
e.	Has the Sponsor satisfied the intergovernmental review and airport user	Y		
f.	Has the FAA completed an environmental finding for the project?	Y		
ff.	Provide date of environmental finding/Cat. Ex.?	TBD		
g.	Will the project result in a usable unit of work?	Y		
h.	Will the project be planned, designed, and/or constructed to FAA standards?			N/A
hh.	If applicable, identify date MOS was approved by FAA.			N/A
i.	Has the project been procurred correctly?	Y		
j.	Are the project costs allowable?	Y		
k.	directly necessary to accomplish the project. Ref. Order 5100-38D, Ch. 3, Section 12).	Y		
l.	Were the project costs incurred after the grant was executed? (Ref. Order 5100-38D, Ch. 3, Section 13, for exceptions).	Y		
m.	Are the project costs reasonable? (Are Sponsor cost analyses attached? Ref. Order 5100-38D, Ch. 3, Section 14). See Engineer's Estimate, Bid Tabs, and sponsor letter.	Y		
n.	Is this the only federal grant containing these project costs? (No "double-dipping"!!!)	Y		
o.	Are the project costs within the allowable federal share?	Y		
p.	Can the project be completed without unreasonable delay?	Y		
pp.	Identify number of calendar days and date after the grant execution date when notice-to-proceed will be issued.	Immediately		
	<u>If discretionary funding is being requested for this project answer the following:</u>			
1	Is this project phased?			
1a.	If yes, what phase is this?			
1b.	If phased, how does this phase fit into the larger development need?			
2	What is the total AIP funds spent on previous phases of the project?			
2a.	What is the total AIP funds requested for this phase in this Application?			
2b.	What is the total AIP funds needed to complete the project beyond this Application ?			
	<u>If funding requested for this project is for an LOI, provide the following:</u>			
i.	Enter the number of the LOI payment this grant will provide.			
ii.	Enter the total number of LOI payments - past grant(s), this grant, future grant(s)			
iii.	Total AIP funds provided to-date including the funds requested in this Application			
iv.	Total AIP funds approved for the project LOI. (Total LOI payments for entire project).			

U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-130, Drug-Free Workplace – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Drug-Free Workplace
Airport Improvement Program Sponsor Certification

Sponsor: Hernando County Board of County Commissioners

Airport: Brooksville-Tampa Bay Regional Airport (BKV)

Project Number:

Description of Work: Tower Equipment Acquisition

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

   ☒ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

   a. The dangers of drug abuse in the workplace;

   b. The sponsor's policy of maintaining a drug-free workplace;

   c. Any available drug counseling, rehabilitation, and employee assistance programs; and

   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

   ☒ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

   ☒ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

   a. Abide by the terms of the statement; and

   b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

   ☒ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

   ☒ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

   a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and

   b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

   ☒ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

   ☒ Yes ☐ No ☐ N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1
Name of Location: Brooksville-Tampa Bay Regional Airport
Address: 15800 Flight Path Drive Brooksville, FL 34604

Location 2 (if applicable)
Name of Location:
Address:

Location 3 (if applicable)
Name of Location:
Address:

Attach documentation clarifying any above item marked with a "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 11th day of May , 2026 .

Name of Sponsor: Hernando County Board of County Commissioners

Name of Sponsor's Authorized Official: Andrew Johns

Title of Sponsor's Authorized Official: Sr. Project Manager

Signature of Sponsor's Authorized Official: 

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-132, Project Plans and Specifications – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Project Plans and Specifications
Airport Improvement Program Sponsor Certification

Sponsor: Hernando County Board of County Commissioners

Airport: Brooksville-Tampa Bay Regional Airport (BKV)

Project Number:

Description of Work: Tower Equipment Acquisition

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).

   ☒ Yes ☐ No ☐ N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).

   ☒ Yes ☐ No ☐ N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).

☐ Yes ☐ No ☒ N/A

4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).

☒ Yes ☐ No ☐ N/A

5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).

☒ Yes ☐ No ☐ N/A

6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).

☒ Yes ☐ No ☐ N/A

7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).

☒ Yes ☐ No ☐ N/A

8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).

☒ Yes ☐ No ☐ N/A

9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).

☐ Yes ☐ No ☒ N/A

10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).

☒ Yes ☐ No ☐ N/A

11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)

☐ Yes ☐ No ☒ N/A

12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:

    a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.

    ☒ Yes ☐ No ☐ N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

☐ Yes ☐ No ☒ N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

☐ Yes ☐ No ☒ N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

☒ Yes ☐ No ☐ N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

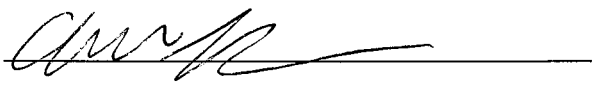
I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 11th day of May , 2026 .

Name of Sponsor: Hernando County Board of County Commissioners

Name of Sponsor's Authorized Official: Andrew Johns

Title of Sponsor's Authorized Official: Sr. Project Manager

Signature of Sponsor's Authorized Official: 

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-134, Selection of Consultants – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Selection of Consultants
Airport Improvement Program Sponsor Certification

Sponsor: Hernando County Board of County Commissioners

Airport: Brooksville-Tampa Bay Regional Airport (BKV)

Project Number:

Description of Work: Tower Equipment Acquisition

Application
49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements
Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).

   ☒ Yes ☐ No ☐ N/A

2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).

   ☒ Yes ☐ No ☐ N/A

3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).

   ☒ Yes ☐ No ☐ N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).

☒ Yes ☐ No ☐ N/A

5. Sponsor has publicized or will publicize a RFQ that:

   a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and

   b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).

☒ Yes ☐ No ☐ N/A

6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).

☒ Yes ☐ No ☐ N/A

7. Sponsor has verified or will verify that agreements exceeding $25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).

☒ Yes ☐ No ☐ N/A

8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:

   a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and

   b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).

☒ Yes ☐ No ☐ N/A

9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).

☒ Yes ☐ No ☐ N/A

10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).

☒ Yes ☐ No ☐ N/A

11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).

☒ Yes ☐ No ☐ N/A

12. Sponsor has incorporated or will incorporate mandatory contact provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)

☒ Yes ☐ No ☐ N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:
    a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
    b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
    c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

    ☒ Yes ☐ No ☐ N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

    ☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 11th day of May , 2026 .

Name of Sponsor: Hernando County Board of County Commissioners

Name of Sponsor's Authorized Official: Andrew Johns

Title of Sponsor's Authorized Official: Sr. Airport Manager

Signature of Sponsor's Authorized Official: 

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-135, Certification and Disclosure Regarding Potential Conflicts of Interest – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Certification and Disclosure Regarding Potential Conflicts of Interest
Airport Improvement Program Sponsor Certification

Sponsor: Hernando County Board of County Commissioners

Airport: Brooksville-Tampa Bay Regional Airport (BKV)

Project Number:

Description of Work: Tower Equipment Acquisition

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

a) The employee, officer or agent,

b) Any member of his immediate family,

c) His or her partner, or

d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

   ☒ Yes ☐ No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

   ☒ Yes ☐ No

3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

   ☒ Yes ☐ No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this 11th day of May , 2026 .

Name of Sponsor: Hernando County Board of County Commissioners

Name of Sponsor's Authorized Official: Andrew Johns

Title of Sponsor's Authorized Official: Sr. Project Manager

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Tower Equipment Acquisition
PROPOSED PROJECT SCHEDULE

Task	Dates:
Application Submittal to FAA ADO Engineer	**5/5/2026**
Grant Offer	**7/1/2026**
Execution of FAA Grant	**7/3/2026**
Equipment Procurement	**9/3/2026**
Equipment Installation	**11/3/2026**
Design Grant Close-Out[1]	**1/6/2027**

[1] Project shall remain on schedule as shown above. Note that closeout of an AIP grant must not exceed four (4) years after grant execution date. You may refer to the AIP Handbook - Chapter 5, Section 8, Grant Closeout for additional details.

FAA ORLANDO AIRPORTS DISTRICT OFFICE – CATEGORICAL EXCLUSION (CATEX) SHORT FORM

Airport: Brooksville-Tampa Bay Regional Airport (BKV) Project Title: Tower Equipment Acquisition

Use this CATEX Short Form if the Proposed Action is a federal action subject to NEPA and normally would not have a significant effect(s) on the human environment. **Identify the applicable category on the line below from FAA Order 1050.1G, Appendix B, sections B-2.1 through B-2.6 for the Proposed Action.**

B-2.3(c)

_____.

List all components of the Proposed Action and Connected Actions (if any) on a separate sheet. ***A CATEX should not be used for a segment or an interdependent part of a larger proposed action.*** **Include a summary of existing conditions at the Proposed Action site. Attach a site map identifying the Proposed Action area on the airport's current ALP and a recent aerial of the Proposed Action area.**

Certify that the Proposed Action and Connected Actions are **NOT** likely to have extraordinary circumstances or significant impacts. Significance thresholds and factors to consider are in FAA Order 1050.1G, Appendix A, Exhibit A-1. Extraordinary circumstances are listed in FAA Order 1050.1G, Appendix B, B-1(b), and summarized below:

(1) An adverse effect on cultural resources protected under the National Historic Preservation Act of 1966, as amended, 54 U.S.C. § 300101, *et seq.*;
(2) An effect on resources protected under Section 4(f) of the Department of Transportation Act;
(3) An effect on natural, ecological, or scenic resources of Federal, state, Tribal (including Tribal trust or treaty protected resources), or local significance (e.g., federally listed or proposed endangered, threatened, or candidate species, or designated or proposed critical habitat under the Endangered Species Act, 16 U.S.C. §§ 1531-1544);
(4) An effect on the following resources: resources protected by the Fish and Wildlife Coordination Act, 16 U.S.C. §§ 661-667d; wetlands; floodplains; coastal zones; national marine sanctuaries; wilderness areas; National Resource Conservation Service-designated prime and unique farmlands; energy supply and natural resources; resources protected under the Wild and Scenic Rivers Act, 16 U.S.C. §§ 1271-1287, and rivers or river segments listed on the Nationwide Rivers Inventory (NRI); and solid waste management;
(5) A division or disruption of an established community, or a disruption of orderly, planned development, or an inconsistency with plans or goals that have been adopted by the community in which the project is located;
(6) An increase in congestion from surface transportation (by causing a decrease in the level of service below acceptable levels determined by the appropriate transportation agency, such as a highway agency);
(7) An effect on noise levels of noise sensitive areas;
(8) An effect on air quality or violation of Federal, state, tribal, or local air quality standards under the Clean Air Act, 42 U.S.C. §§ 7401-7671q;
(9) An effect on water quality, sole source aquifers, a public water supply system, or state or tribal water quality standards established under the Clean Water Act, 33 U.S.C. §§ 1251-1387, and the Safe Drinking Water Act, 42 U.S.C. §§ 300f-300j-26;
(10) Effects on the quality of the human environment that are likely to be highly controversial on environmental grounds. The term "highly controversial on environmental grounds" means there is a substantial dispute regarding the analytical outcomes of the environmental review. Controversies on environmental grounds relate to a substantive issue pertaining to the analysis of effects, such as reasonable disagreement over the degree, extent, or nature of a proposed action's environmental impacts or over the action's risks of causing environmental harm. Mere opposition is not sufficient for a proposed action or its impacts to be considered highly controversial on environmental grounds. Opposition on environmental grounds by a Federal, state, or local government agency or by a tribe or a substantial number of the persons affected by the action should be considered in determining whether or not reasonable disagreement regarding the impacts of a proposed action exists. However, while a substantial number of persons affected by the action is a consideration, it is not necessarily determinative that extraordinary circumstances exist. If in doubt about whether a proposed action is highly controversial on environmental grounds, consult with the Orlando ADO;
(11) Likelihood to be inconsistent with any Federal, state, tribal, or local law relating to the environmental aspects of the proposed action; or
(12) Likelihood to create a significant impact on the human environment, including, but not limited to, actions likely to cause a significant lighting impact on residential areas or commercial use of business properties, likely to cause a significant impact on the visual nature of surrounding land uses, likely to cause environmental contamination by hazardous materials, or likely to disturb an existing hazardous material contamination site such that new environmental contamination risks are created.

Based on the information in this Short Form CATEX and supporting information, I certify that the Proposed Action and Connected Actions meet(s) all requirements for a CATEX in accordance with FAA Order 1050.1G and do not have any extraordinary circumstances or significant impacts.

Signature of Authorized Airport Representative Andrew Johns, Sr. Project Manager

Date FAA Determination (signature of the Responsible FAA Official):

Categorically Excluded:_____Date:_____

CATEGORICAL EXCLUSION ENVIRONMENTAL DETERMINATION CHECKLIST

Airport: Brooksville-Tampa Bay Regional Airport (BKV)

Prepared and certified by: Timeka Carter, MDG Date: 5/4/2026

	YES**	NO	COMMENTS
THE PROPOSED ACTION MUST BE LISTED IN FAA ORDER 1050.1G, APPENDIX B, SECTIONS B-2.1 THROUGH B-2.6 AS AN ACTIVITY THAT WOULD NORMALLY BE CATEGORICALLY EXCLUDED			
THE PROPOSED ACTION CONSISTS OF:			
Helicopter facilities or operations		✓	
Land acquisition		✓	
New airport serving general aviation		✓	
Access or service road construction		✓	
New airport location		✓	
New runway		✓	
Runway extension, strengthening, reconstruction, resurfacing or widening		✓	
Converting prime or unique farmland		✓	
Runway Safety Area (RSA) improvements		✓	
ILS or ALS installation		✓	
Airport development (hangars, terminal expansion)		✓	
On-airport aboveground or underground fuel storage tanks		✓	
Construction, reconstruction, or relocation of an ATCT		✓	
THE PROPOSED ACTION WILL AFFECT:			
Historic/Archeological/Cultural Resources		✓	
Section 4(f) or 6(f) resources		✓	
Federally listed, endangered, threatened, or candidate species, or designated/proposed critical habitat		✓	
Federal, state, tribal, or local natural, ecological, or scenic resources		✓	
Wetlands, floodplains, waterways, coastal zones		✓	
Energy supply or natural resources		✓	
Protected rivers or river segments		✓	
Established community(s), planned development, or plans/goals adopted by the local community		✓	
Surface vehicular traffic (reduce LOS)		✓	
Air quality or violate Federal, state, tribal or local standards		✓	
Water quality, a sole source aquifer, public water supply system, or federal, state, or tribal water quality standards		✓	
THE PROPOSED ACTION IS LIKELY TO:			
Be Highly Controversial on Environmental Grounds		✓	
Be Inconsistent with Federal, state, tribal, or local law relating to environmental aspects		✓	
Cause residential or business relocations		✓	
Increase noise levels over Noise Sensitive Land Uses within the 65 dBA noise contour or newly include Noise Sensitive Land Uses within the 65 dBA noise contour.		✓	
Contain Hazardous Materials or Affect Hazardous Materials/Sites		✓	
Create a Wildlife Hazard per AC 150/5200-33		✓	
Increase lighting impacts on residential communities or impact the visual nature of surrounding land uses		✓	

** Attach detailed explanations or analysis for all "yes" answers on a separate sheet that supports a Categorical Exclusion determination.

Brooksville-Tampa Bay Regional Airport (BKV)
Categorical Exclusion (Orlando ADO Short Form) Project Description
Tower Equipment Acquisition

Order 1050.1G:
B-2.3(c) Federal financial assistance for, or Airport Layout Plan (ALP) approval of, or FAA installation or upgrade of facilities and equipment, other than radars, on designated airport or FAA property or commercial space launch sites. Facilities and equipment mean FAA communications, navigation, surveillance, and weather systems.

Project Description

This replaces the 14-year-old VHF radios in the Air Traffic Control Tower (ATCT).

CHANGE

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
National Policy

JO 7210.78
CHG 1

Effective Date:
07/25/2018

SUBJ: JO 7210.78 FAA Contract Tower (FCT) New Start and Replacement Tower Process

1. Purpose. This change includes the Minimum Equipment and Facilities List (MEL) into the FAA Contract Tower (FCT) New Start and Replacement Tower Process.

2. Audience. This order applies to Airport Sponsors that are requesting air traffic control services through the FCT Program, all Air Traffic Organization (ATO) personnel, and anyone using ATO directives.

3. Where I can find this order. This order is available on the FAA Web site at http://faa.gov/air_traffic/publications and on the MyFAA employee website at http://employees.faa.gov/tools_resources/orders_notices/.Audience

4. Explanation of Changes. This change adds the MEL as an appendix into FAA JO 7210.78, FAA Contract Tower (FCT) New Start and Replacement Tower Process.

PAGE CHANGE CONTROL CHART

Remove	Dated	Insert Pages	Dated
2	11/29/2017	2	7/25/2018
		Appendix A	7/25/2018

5. Disposition of Transmittal. Retain this transmittal sheet until the directive is replaced by a new directive.

6. Distribution. This order is distributed to all Washington Headquarters and Service Area ATO offices, the Office of Security and Hazardous Materials Safety (ASH), Office of Aviation Policy and Plans (APL), Office of Airports (ARP), Office of Aviation Safety (AVS), Acquisitions and Contracting (AAQ), FAA Academy (AMA), Office of Finance and Management (AFN), Regions and Property Operations (ARO) and all Regional Offices, to all Air Traffic Services and Technical Operations field offices with a standard distribution, and to all FCT locations.

Glen A. Martin
Vice President, Air Traffic Services
Air Traffic Organization

Distribution: Electronic

Initiated By: AJT-2

c. Estimated Tower Completion Date. The date the Airport Sponsor expects the construction of the air traffic control tower to be complete. This includes building construction, the issuance of all occupancy permits, the installation of required air traffic control equipment, and that all systems (electrical, plumbing, etc.) are working properly. This date is used to develop a timeline for conducting the air traffic study, operational inspections, and staffing analysis.

d. FAA Contract Tower (FCT). An air traffic control tower providing ATC services under contract with FAA, staffed by contracted air traffic control specialists.

e. FCT Operational Date. The date the vendor will begin providing ATC service in accordance with the FCT contract and FAA directives.

f. FCT Program Entrance Date. A new tower is considered to be "in the FCT Program" on the date the Contracting Officer (CO) signs the Tower Operating Agreement (TOA). After this date, the CO can authorize the vendor to staff the facility.

g. FCT Program Implementation Manager (FCT PIM). The FCT PIM is the Service Center point of contact (POC) responsible for coordinating issues affecting the FCT Program.

h. FCT Vendor (Vendor). The person(s), company, state or local organization/authority under contractual agreement to provide air traffic control service through the FCT program.

i. Minimum Equipment List (MEL). The MEL identifies those items that are required for any "new start" or existing tower seeking acceptance into the FCT Program (see Appendix A).

j. New Start. Any air traffic control tower which has been proposed, is currently under construction, or has been completed but has not been accepted as a participant in the FCT Program.

k. Non-Federal Control Tower (NFCT). An air traffic control tower that is not staffed by FAA or FAA contracted controllers. An NFCT is not associated with the FCT Program or funded by the FAA.

l. Phases. The four phases and activities outlining the process for the Airport Sponsor to become a member of the FCT program are as follows:

1) **Phase 1: Interest Phase** - The Airport Sponsor has expressed interest in the FCT Program but has not submitted an application package.

2) **Phase 2: Applicant Phase** - The Airport Sponsor has submitted a completed application package with all of the required supporting documentation.

3) **Phase 3: Candidate Phase** - The Airport Sponsor has received a Benefit to Cost Ratio (B/C) of 1.0 or greater.

Appendix A. FAA Contract Tower Minimum Equipment And Facilities List

The FAA Contract Tower (FCT) Minimum Equipment and Facilities List (MEL) identifies those items that are required for any "new start" or existing non-Federal tower seeking acceptance into the FCT program. Furthermore, the MEL applies to any new control tower that will replace an existing tower (replacement tower) that is already a participant in the FCT program. All FCTs are expected to be fully compliant with this MEL. Existing towers that are already participants in the FCT program and do not meet the requirements of this MEL must develop an action plan that addresses and resolves the deficiencies within 5 years. For those locations that do not have the structural capacity to meet the infrastructure requirements, a waiver request must be submitted.

Exclusion of any piece of equipment from the FCT MEL should not be considered as justification for removal, decommissioning, or failure to maintain/replace existing equipment. Installation or removal/decommissioning of equipment which interfaces with the National Airspace System requires a Safety Management System (SMS) review. Additional equipment may be required based upon actual or anticipated operations. All items on this list must be calibrated properly and maintained in good working condition.

1. Communications Equipment.

a. Voice switch communication equipment, with direct access line to controlling instrument flight rules facility, capable of radio and telephone ATC communication. This must include the capability of headset use and instructor/student override capabilities.

b. One headset per controller and one handset per position with appropriate spares.

c. Very High Frequency (VHF) radios, as required, to support level of traffic; i.e., Local Control, Ground Control, Automatic Terminal Information Service, Clearance Delivery, and Emergency; one transmitter and one receiver for each frequency. Handheld radios are not authorized as primary units.

d. Tunable emergency transceiver with backup power supply (to provide backup VHF communication).

e. A multi-channel, multi-line digital voice recorder system with a remote alarm, for continuous unattended recording of each position used for receiving/transmitting ATC clearances and ATIS. It must meet the requirements of FAA Orders JO 7210.3 and JO 8020.16.

f. An administrative telephone line with long distance capability and handsets in the operating and administrative quarters. To support a single person on duty, contingency plan and emergency operations, the administrative line must be available in both the office and tower cab environment.

g. Telecommunication requirements to sustain high speed internet communication, to include the following:

1) FTI Mission Support connection and Router;

2) Local Area Network consisting of a network switch, an Uninterruptible Power Supply (UPS), a rack with patch panel, and network cabling to the wall jacks.

Note: Requires reimbursable agreement with FAA.

h. Alert system to notify airport emergency equipment operator.

i. Automatic Terminal Information Service (ATIS), (for towers with 50,000 or more annual operations).

j. ASOS Automatic Terminal Information Service (ATIS) Interface Unit (AAIU).

Note: Facilities equipped with an ATIS and an automated weather system with broadcast capability must be equipped with an FAA-approved interface switch which inhibits the automated system from broadcasting the weather while the FCT is open.

2. Weather Equipment.

a. Manual Limited Aviation Weather Reporting Stations (LAWRS) stations must possess the following primary weather reporting equipment in accordance with FAA Order JO 7900.5, JO 7210.3, and JO 7230.8:

1) Wind Measuring Equipment (Speed and Azimuth), must be visible from each operational position.

2) Altimeter (in accordance with FAA JO 7210.3 paragraph 2-10-3), must be visible from each operational position.

3) Temperature

4) Dew Point

b. Automated LAWRS stations must possess the following equipment to provide augmentation/backup of the automated weather system with SPECI capability in accordance with FAA Order JO 7900.5, JO 7210.3 and JO 7230.8:

1) Operator Interface Device (OID) located in the tower cab.

2) Wind Measuring Equipment (Speed and Azimuth), independent of the automated weather system, must be visible from each operational position.

3) Altimeter, independent of the automated weather system, must be visible from each operational position.

4) Temperature Equipment, independent of the automated weather system.

5) Dew Point Equipment, independent of the automated weather system.

3. Operations Floor Equipment:

a. Two pair of operable binoculars (7x50 or greater).

b. Signal Light Gun with a back-up power source.

c. At least one digital 24-hour time source with hours-minutes-seconds display visible from operating positions.

d. Manual or automated traffic counting device.

e. Controller Chairs – safety issues within the controllers' work area require:

1) Chairs must be Electro Static Discharge (ESD) compliant.

2) Chairs must meet the high intensity use 24/7 standard.

3) Chairs must have fully adjustable mechanisms that are easy and safe to manipulate.

4. **Non-Operations Equipment.** Appropriate non-operational space, furniture, and equipment must be provided, including:

a. Lockable Air Traffic Manager's office with a locking file cabinet.

b. Training/break room with appropriate desk, chairs, and table.

c. Refrigerator.

d. Microwave.

e. Dish Sink.

5. Building Equipment/Specifications.

a. Generator for any ATCT with an elevator.

b. Airport lighting controls located in the tower cab, including on/off switch for rotating beacon.

c. FAA-approved window shades for all tower cab windows. (Must not have any imperfections that would obstruct vision.)

d. Position lighting with rheostat control for each operating position and tower cab administrative area.

e. Restroom one floor below the tower cab.

f. Floor covering must be ESD resistant.

Note: Other floor grounding apparatus may be necessary depending upon specifications of the electronic equipment installed.

G/L ACCOUNT - MASTER INQUIRY

Org code: B4441001 AIRPORT OPERATIONS FUND Type: E
Object code: 599902 BUDGET RESERVE OTHER Status: A
Project code: Budgetary: Y

Fund	B402	AIRPORT OPERATIONS FUND
Department	131	AIRPORT
Group	00000	UNDEFINED
Area of Op	44	ECONOMIC DEVELOPMENT
Function	54200	AIRPORTS
		*UNKNOWN
		*UNKNOWN

Full description: BUDGET RESERVE OTHER Short desc: 599902
Reference Acct: Auto-encumber? (Y/N) N

--- CURRENT YEAR MONTHLY AMOUNTS ---

PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	.00	.00	.00	5,588,768.00
02	.00	.00	-28,736.00	-28,736.00
03	.00	.00	.00	.00
04	.00	.00	.00	.00
05	.00	.00	-248,013.00	-248,013.00
06	.00	.00	.00	.00
07	.00	.00	.00	.00
08	.00	.00	.00	.00
09	.00	.00	.00	.00
10	.00	.00	.00	.00
11	.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	.00	.00	-276,749.00	5,312,019.00

--- CURRENT YEAR TOTAL AMOUNTS ---

Actual (Memo)	.00	Original Budget	5,588,768.00
Encumbrances	.00	Budget Tranfr In	.00
Requisitions	.00	Budget Tranfr Out	-276,749.00
Total	.00	Carry Fwd Budget	.00
Available Budget	5,312,019.00	Carry Fwd Bud Tfr	.00
Percent Used	.00	Revised Budget	5,312,019.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00		.00
Actual-Last Yr	.00		.00
Estim-Actual	5,312,019.00		.00
	.00		.00
			.00

Board of County Commissioners

AGENDA ITEM

Meeting: 06/09/2026
Department: Fleet
Prepared By: Lindsey Brown
Initiator: Doug Livermore
DOC ID: 17501
Legal Request Number:
Bid/Contract Number:

TITLE

Declaration of Asset as Surplus for Trade-In and Removal From Fixed Asset Inventory

RESULT:	**ADOPTED**
MOVER:	John Allocco
SECONDER:	Steve Champion
AYES:	Campbell, Amsler, Champion and Allocco
ABSENT:	Hawkins

REQUEST FORM

Qty	Items Requested	Estimated Cost	Vendor
1	New Z930M Mower	13,350	Everglades
	Contract # FSA23-EQU21.0		
	LINE ITEM 07604-562401		
VISA OR PURCHASE ORDER	TOTAL		

IF THE ITEM YOU ARE REQUESTING TO PURCHASE IS UNBUDGETED, WHAT BUDGETED ITEM WILL YOU GIVE UP?

REASON FOR PURCHASE: Replace old Mower w/s Transfer # 18476
Dept. Purchased on 6/25/15

Activity	Activity Name	Amount per Activity
1-1	07602 - Class I Landfill	
1-2	07605 - C&D Debris Facility	
1-3	07602 - Yard Trash Processing	
1-4	07604 - Convenience Centers	
1-5	07606 - HHW Program	
1-6	07606 - SQG Program	
2-1	07603 - Drop-Off Recycling Collection	
2-2	07603 - Curbside Recycling Collection	
2-3	07603 - RMPC	
2-4	07603 - End-of-Life Electronics Program	
2-5	07603 - Metal Recycling	
2-6	07607 - Waste Tire Management	
2-7	07603 - Office Paper Collection Program	
	TOTAL	$0.00

Requested From: [signature] 3/23/20

Supervisor Approval:

Date:

Budget Approval:

Date:

S.W. Manager Approval: [signature]

Date: 3/23/2020

Florida Sheriffs Contract Quote

GOVERNMENT AGENCY INFORMATION

Invoice to:	Hernando County BOCC	Ship to:	Hernando County Solid Waste
Address:	1525 E Jefferson St	Address:	
City, State, Zip:	Brooksville, FL, 34601	City, State, Zip:	
Contact Name:	Doug Livermore	Contact Name:	Jerry Pike
Phone:	352-540-6508	Phone:	352-540-0705

VENDOR
Everglades Equipment Group
138 Professional Way,
Wellington FL 33414

DELIVERING DEALER
Everglades Equipment Group
1800 US Hwy 441
Leesburg, FL 34748

Contact : Michael Crowe 407-607-7158

Florida Sheriffs Contract
Contract # FSA23-EQU21.0 Heavy Equipment
Effective Date: Oct 1, 2025 - Sept. 30, 2026

Date 3/23/2026

**Discounts off MSRP prices on non-spec options per contract

Order Codes	Description	Up-Downgrade/Option	QTY	Contract Price per Unit	Total Contract Price
ITEM 291	Z930M Ztrak 60" Pneumatic Tires, High Back Seat	Base	1	$ 11,500.00	$11,500.00
Z950M-60	Z950M 27HP 60" 7-IRON DECK	Upgrade	1	$ 750.00	$750.00
SUSPENSION SEAT	Isolation Suspension Seat	Option	1	$ 250.00	$250.00
TWEEL WHEEL	TWEEL WHEEL FOR Z900 FACTORY ORDER (PUNCTURE PROOF NO FLAT TIRES- AIRLESS TIRES)	Option	1	$ 1,100.00	$1,100.00
Non-Contract:					
Trade-In:					
GRAVELY	Gravley Zero Turn	Trade In	1	$ 250.00	$250.00

Equipment Price	$ 13,600.00
Non-Contract Equipment (if applicable)	$ -
Total Purchase Price	$ 13,600.00
Quantity Purchased	1
Less Trade-in (if applicable)	$ 250.00
Subtotal	$13,350.00
Plus Tax: % (if applicable)	
Total Contract Price	$13,350.00

Municipal Lease? Yes ___ No ___ Contract # ___

Retail Note? Yes ___ No ___ Contract # ___

Everglades Equipment Group - John Deere Authorized Vendor & Delivering Dealer-FSA Contract # FSA23-VEH21.0 Heavy Equipment

If tax exempt please submit tax exemption certificate with purchase order.
Please submit this form along with the purchase order.

Lindsey Brown

From: Michael Crowe <mcrowe@evergladesfarmequipment.com>
Sent: Monday, April 27, 2026 9:51 AM
To: Lindsey Brown; Jerry Pike
Subject: RE: po as discussed yesterday

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

Yes it is the same.

Thanks,

Michael Crowe
Government Account Manager

Mobile 407-607-7158
Web www.EFE1963.com **Email**
mcrowe@EFE1963.com
Get Financed Today: https://finance.efe1963.com
1800 US Hwy 441 Leesburg, FL 34784

From: Lindsey Brown <lindseyb@co.hernando.fl.us>
Sent: Monday, April 27, 2026 7:11 AM
To: Michael Crowe <mcrowe@evergladesfarmequipment.com>; Jerry Pike <JPike@co.hernando.fl.us>
Subject: RE: po as discussed yesterday

[EXTERNAL EMAIL] This Message did not come from inside EEG.

EEG IT Alert-Link Neutralized. If you need the link, please contact our Help Desk - send us a ticket to help@efe1963.com

Good morning,

This should do it, thank you!

Can you please confirm the price is still $13,350?

FY26 Surplus Vehicles and Equipment									
Asset ID	Plate number	Submitting Department	Year	Description	Serial #	Mileage / Hours	Reason for Action	Reviewed by Grants	BOCC Board mtg date
18476	N/A	7604 - Landfill - Conv Ctr Ops	2015	Gravely zero-turn mower	40221	510 - meter has been replaced, not accurate	trade-in	Not a grant	06/09/26

Board of County Commissioners

AGENDA ITEM

Meeting: 06/09/2026
Department: Fleet
Prepared By: Lindsey Brown
Initiator: Doug Livermore
DOC ID: 17549
Legal Request Number:
Bid/Contract Number:

TITLE

Declaration of Various Tangible Property as Surplus for Disposal and Removal from Fixed Asset Inventory

RESULT:	**ADOPTED**
MOVER:	John Allocco
SECONDER:	Steve Champion
AYES:	Campbell, Amsler, Champion and Allocco
ABSENT:	Hawkins

FY26 Surplus Vehicles and Equipment									
Asset ID	Plate number	Submitting Department	Year	Description	Serial #	Mileage / Hours	Reason for Action	Reviewed by Grants	BOCC Board mtg date
9490	N/A	3051 - Road Maintenance	2001	Nissan PJ01-A15PV Forklift	9G1684	5,873	Meets replacement criteria	Not a grant	06/09/26
19440	N/A	8021 - Vehicle Maintenance	2015	CAT GP25N Forklift	AT35A00601	Unknown	Meets replacement criteria	Not a grant	06/09/26
19465	TC5410	4601 - Library	2016	Ford Escape	1FMCU9GX5GUB00442	28,333	Meets replacement criteria	Not a grant	06/09/26
20043	TE2665	1463 - Natural Resources	2016	Ford F150 4x4	1FTMF1E82GFD00540	64,590	Meets replacement criteria	Not a grant	06/09/26
20077	TE6309	3081 - Traffic Division	2017	Ford F550 4x4	1FDUF5GY3HDA05136	132,668	Meets replacement criteria	Not a grant	06/09/26
21382	TG0828	3302 - Mosquito Control	2017	Ford F250 4x4	1FT7W2B69HEE86428	104,238	Meets replacement criteria	Not a grant	06/09/26

Board of County Commissioners

AGENDA ITEM

Meeting: 06/09/2026
Department: Building
Prepared By: Julie Crull
Initiator: Dennis O'Keefe
DOC ID: 17482
Legal Request Number: 2026-260-1
Bid/Contract Number:

TITLE

Discharge of Special Master Order and Satisfaction of Lien for Webb/Moon, Inc.

RESULT:	**ADOPTED**
MOVER:	John Allocco
SECONDER:	Steve Champion
AYES:	Campbell, Amsler, Champion and Allocco
ABSENT:	Hawkins

Instr #2018074791 BK: 3652 PG: 449, Filed & Recorded: 12/17/2018 10:26 AM TT Deputy Clk, #Pgs:3
Don Barbee Jr,Clerk of the Circuit Court Hernando CO FL Rec Fees: $27.00

(R) Rm 462
CAC

BEFORE THE SPECIAL MASTER
IN AND FOR HERNANDO COUNTY, FLORIDA

HERNANDO COUNTY
DEVELOPMENT DEPARTMENT,
Plaintiff,

vs.

Case No. 335392
335391

WEBB/MOON INC,
Defendant.
_____/

SPECIAL MASTER'S ORDER

THIS MATTER came before the Special Master for hearing on October 3, 2018, after notice to the Defendant, on Citations #BD-6134 (case 335392) and #BD-6136 (case 335391) issued by the Plaintiff, HERNANDO COUNTY DEVELOPMENT DEPARTMENT, CONTRACTOR CERTIFICATION DIVISION, 789 Providence Blvd., Brooksville, Florida 34601, to the Defendant, WEBB/MOON INC, 11155 Sunshine Grove Rd., Brooksville, FL 34614. The citations, with the date and time of the hearing inscribed thereon, were mailed to the Defendant by certified mail, return receipt requested, and were subsequently posted at the Defendant's address at the location of the violation, 10273 Charmel St., Brooksville, FL 34613 and at the Hernando County Courthouse. Subsequent to that the citations were hand delivered to Todd Webb on September 13, 2018. The Defendant, being duly informed and advised, failed to appear for the hearing. The Plaintiff was represented by JON JOUBEN, ESQ., Deputy County Attorney. Proceedings were had in the absence of the Defendant.

The Special Master heard the testimony of Hernando County Field Investigator, JANE BROWN.

Upon **CONSIDERATION**, the Special Master finds as follows:

A. Upon testimony and evidence presented, Hernando County Building Department Investigator, Jane Brown, testified that on July 11, 2018 she received an email from the Hernando County Attorney's Office regarding an unsafe building case for a three bay garage located at 10273 Charmel St., Brooksville, Hernando County, Florida. The County had sued for an unsafe structure of this three bay garage with attached mobile home. Attorney Darryl Johnston, representing the Defendant, sent a photograph showing the repair of the building as a courtesy to Deputy County Attorney, Jon Jouben. No permits were taken out to abate the situation. On July 20, 2018 an inspection was made to verify the work done. Photographs taken on that date showed that the garage had been taken down to a bare structure; only the shell remained. Investigator Brown testified that because the Defendant is a corporation it is not entitled to an owner/builder permit. Investigator Brown testified that a demolition permit and a licensed contractor are required. Investigator Brown further testified that the Defendant is in charge of this property and is responsible for all

work that occurred on the property.

UPON THESE FINDINGS, it is therefore **ORDERED**:

1. Regarding Citation #BD-6134 and the charge of commencing or performing work for which a building permit is required by local law without such permit being in effect at 10273 Charmel St., Brooksville, Hernando County, Florida, the Defendant, WEBB/MOON INC, is found GUILTY of the cited violation, in violation of Chapter 8, Article II, Section 8-46(5)(i), Hernando County Code of Ordinances.

a) The Defendant shall pay a civil penalty in the amount of $500.00, payable to the Hernando County Development Department, 789 Providence Blvd., Brooksville, Florida 34601, pursuant to Chapter 8, Article 2, Section 8-48(15) of the Hernando County Code of Ordinances.

b) That pursuant to authority granted by Chapter 2, Article III, Section 2-54(k) of the Hernando County Code of Ordinances and Section 162.09(2)(d), Florida Statutes, the Defendant is hereby ordered to pay administrative costs on behalf of the Hernando County Building Department in the amount of $189.84, on behalf of the County Attorney in the amount of $70.00, and mail costs in the amount of 20.90.

2. Regarding Citation #BD-6136 and the charge of engaging in the business or acting in the capacity of a contractor without being duly registered or certified as a residential demolition contractor, the Defendant, WEBB/MOON INC, is found GUILTY of the cited violation, in violation of Chapter 8, Article II, Section 8-46(5)(f), Hernando County Code of Ordinances.

a) The Defendant shall pay a civil penalty in the amount of $500.00, payable to the Hernando County Development Department, 789 Providence Blvd., Brooksville, Florida 34601, pursuant to Chapter 8, Article 2, Section 8-48(15) of the Hernando County Code of Ordinances.

b) That pursuant to authority granted by Chapter 2, Article III, Section 2-54(k) of the Hernando County Code of Ordinances and Section 162.09(2)(d), Florida Statutes, the Defendant is hereby ordered to pay administrative costs on behalf of the Hernando County Building Department in the amount of $189.84 and on behalf of the County Attorney in the amount of $70.00.

3. **The total of penalties and costs due and payable to the Plaintiff, Hernando County Development Department, 789 Providence Blvd., Brooksville, Florida 34601 is $1,540.58. This order shall bear interest at the legal rate established pursuant to Section 55.01, Florida Statutes, beginning 30 days after the clerk signs this order, FOR WHICH LET EXECUTION NOW ISSUE. In the event that this Special Master's Order is recorded in the public records pursuant to paragraph 4, herein, Hernando County shall be entitled to collect for their actual costs of recording this Order and a Satisfaction, which additional costs shall be added to the total of penalties and costs stated herein.**

4. If the Defendant fails to comply with this Order within 30 days, pursuant to Chapter 8, Article 2, Section 8-49(1)(a) of the Hernando County Code of Ordinances, this Order shall be recorded in the public records of Hernando County, Florida and wherever else the Defendant may live or own property and

thereafter shall constitute a lien against real and personal property owned by the Defendant.

REQUESTS FOR FURTHER REVIEW shall be addressed as follows:

An aggrieved party, including the local governing body, may appeal a decision of the Special Master to the Circuit Court. Such appeal shall not be a hearing de novo, but shall be limited to appellate review of the record created before the Special Master. An appeal shall be filed within thirty (30) days of the execution of the Order to be appealed.

YOU ARE FURTHER advised that if you decide to seek further review of any decision made by the Special Master with respect to any matter considered at such hearing, you will need a record of the proceedings, and that, for such purpose, you may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the further review is to be based. Production of verbatim transcripts shall be the responsibility and at the personal expense of the party seeking review of the Special Master's Order.

DONE AND ORDERED at Brooksville, Hernando County, Florida this 5th day of October, 2018.

KENNETH L. WARNSTADT
Special Master

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Special Master's Order has been sent by Regular U.S. Mail and certified mail, return receipt requested to WEBB/MOON INC, 11155 Sunshine Grove Rd., Brooksville, FL 34614 and by Courthouse Mail to Hernando County Development Dept., Contractor Certification Division, 789 Providence Blvd., Brooksville, Florida 34601 on October 8, 2018.

Pursuant to Section 119.07, Florida Statutes, as amended from time to time, as Record Custodian for this document, I hereby certify that this is a true and correct copy of the original document on file.

Record Custodian: Irene T Tencza
Print Name: Irene T. Tencza **Date:** 12-3-2018
Hernando County Government, Brooksville, FL
Department/Office: County Attorney's Office

Irene T. Tencza
Clerk to Special Master

HERNANDO COUNTY DEVELOPMENT DEPARTMENT
789 PROVIDENCE BLVD
BROOKSVILLE FL. 34601

PHONE (352) 754-4165

R E C E I P T

ISSUING AGENCY: BUILDING DIVISION
CITATION NUMBER: 6134 - BD CASE NUMBER: 335392
NAME: WEBB/MOON INC
ADDRESS: 11155 SUNSHINE GROVE RD
CITY ST ZIP: BROOKSVILLE FL 0

	DATE	SEQ	CHAPTER	ARTICLE	SECTION	PAGE
VIOLATION:	08-08-18	1	8	II	46 (5) I	

VIOLATION DESCRIPTION

PERMITTING

DESCRIPTION	AMOUNT
BLDG COUNTY ATTORNEY FE	70.00
BD RECORDING FEE	27.00
BD SATISFACTION FEE	10.00
BD MISC REVENUE	20.90
LIC - ADMIN CITATIONS	189.84

DATE: 04/30/26 PAID BY: HOME LAND TITLE INC

RCPT# 13495010 BATCH #: 043026DS
CREDIT CARD: CASH:

CHECK:	$1098.80
TOTAL PAID:	$1098.80
TOTAL BAL DUE:	$0.00

Requested by JCrull - BCC11336
04 May 2026 at 08:51:37

SPECIAL MASTERS CHARGES SEARCH

FUNCTION [ ] DATA [ ] ACTION [I] RETURN TO SMCHM RETURN TO SMCIM

AGENCY BD BUILDING DIVISION STATUS PAID
CITATION 6134 - BD CASE NUMBER 335392
OFFICER BADGE NUM 1107 BROWN JANE A
NAME WEBB/MOON INC
ADDRESS 11155 SUNSHINE GROVE RD

DUE DATE	VIO	FUND	DESCRIPTION	CHG SEQ	CHARGE	PAYMENTS	AMT DUE
11-07-2018	01	0051	BLDG COUNTY ATTORNEY FEES	01	70.00	70.00	0.00
11-07-2018	01	0053	BD RECORDING FEE	01	27.00	27.00	0.00
11-07-2018	01	0054	BD SATISFACTION FEE	01	10.00	10.00	0.00
11-07-2018	01	0055	BD SM INTEREST	01	281.06	281.06	0.00
11-07-2018	01	0056	BD MISC REVENUE	01	20.90	20.90	0.00
11-07-2018	01	0080	LIC - ADMIN CITATIONS	01	189.84	189.84	0.00
11-07-2018	01	0081	LIC - ADMIN FINES	01	500.00	500.00	0.00

$1,098.80

HERNANDO COUNTY DEVELOPMENT DEPARTMENT
789 PROVIDENCE BLVD
BROOKSVILLE FL. 34601

PHONE (352) 754-4165

R E C E I P T

ISSUING AGENCY: BUILDING DIVISION
CITATION NUMBER: 4136 - BD CASE NUMBER: 335391
NAME: WEBB/MOON INC
ADDRESS: 11155 SUNSHINE GROVE RD
CITY ST ZIP: BROOKSVILLE FL O

	DATE	SEQ	CHAPTER	ARTICLE	SECTION	PAGE
VIOLATION:	08-08-18	1				

VIOLATION DESCRIPTION
WORKING W/O LICENSE

DESCRIPTION	AMOUNT
BLDG COUNTY ATTORNEY FE	70.00
LIC - ADMIN CITATIONS	189.84
LIC - ADMIN FINES	500.00
BD-SM INTEREST	273.54

DATE: 04/30/26 PAID BY: HOME LAND TITLE INC

RCPT# 13495009 **BATCH #: 043026DS**
CREDIT CARD: **CASH:** **CHECK: $1033.38**
TOTAL PAID: $1033.38
TOTAL BAL DUE: $0.00

Requested by JCrull - BCC11336
04 May 2026 at 08:51:57

SPECIAL MASTERS CHARGES SEARCH

FUNCTION [ ] **DATA** [ ] **ACTION** [I] RETURN TO SMCHM RETURN TO SMCIM

AGENCY BD BUILDING DIVISION **STATUS** PAID
CITATION 6136 - BD **CASE NUMBER** 335391
OFFICER BADGE NUM 1107 BROWN JANE A
NAME WEBB/MOON INC
ADDRESS 11155 SUNSHINE GROVE RD

DUE DATE	VIO	FUND	DESCRIPTION	CHG SEQ	CHARGE	PAYMENTS	AMT DUE
11-07-2018	01	0051	BLDG COUNTY ATTORNEY FEES	01	70.00	70.00	0.00
11-07-2018	01	0055	BD SM INTEREST	01	273.54	273.54	0.00
11-07-2018	01	0080	LIC - ADMIN CITATIONS	01	189.84	189.84	0.00
11-07-2018	01	0081	LIC - ADMIN FINES	01	500.00	500.00	0.00

$1,033.38

SATISFACTION OF LIEN

-For Recording Use Only Above Line-

WITNESSETH that the Hernando County Board of County Commissioners hereby acknowledges satisfaction of that certain lien in the amount of **$2,132.18** (interest included) for Citation Nos. BD-6134 and BD-6136 as reflected in that Special Master's Order for Case Nos. **335392** and. **335391**, filed on December 17, 2018, by Hernando County, against **Webb/Moon Inc**, as recorded in Official Records Book **3652** Page **449**, Instrument No. **2018074791** in the Public Records of Hernando County, Florida.

Mailing Address: ***11155 Sunshine Grove Rd., Brooksville, FL 34614***

FURTHER, that the lien provided for in said Order has been satisfied in full, and the Hernando County Board of County Commissioners hereby releases its lien of said Order, and consents that the same be discharged of record.

IN WITNESS WHEREOF, Hernando County has set its hand and seal this ____ day of _____, 2026.

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

_____
Jerry Campbell, Chairman

ATTEST:

_____
Douglas A. Chorvat Jr, Clerk of the Circuit Court

Approved for Form and Legal Sufficiency:

By: Natasha López Perez
County Attorney's Office

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2026, by Jerry Campbell, Chairman of the Hernando County Board of County Commissioners, who is ☐ personally known to me or who has ☐ produced _____ as identification.

_____
(Signature of person taking acknowledgement)

_____
(Print, Type or stamp Commissioned Name of Notary Public)

_____
(Title or rank) (Serial number, if any)

RETURN TO: Hernando County Building Division, Attn: Julie Crull, at 789 Providence Blvd, Brooksville, FL 34601

SATISFACTION OF LIEN

For Recording Use Only Above Line

WITNESSETH that the Hernando County Board of County Commissioners hereby acknowledges satisfaction of that certain lien in the amount of **$2,132.18** (interest included) for Citation Nos. BD-6134 and BD-6136 as reflected in that Special Master's Order for Case Nos. **335392** and. **335391**, filed on December 17, 2018, by Hernando County, against **Webb/Moon Inc**, as recorded in Official Records Book **3652** Page **449**, Instrument No. **2018074791** in the Public Records of Hernando County, Florida.

Mailing Address: ***11155 Sunshine Grove Rd., Brooksville, FL 34614***

FURTHER, that the lien provided for in said Order has been satisfied in full, and the Hernando County Board of County Commissioners hereby releases its lien of said Order, and consents that the same be discharged of record.

IN WITNESS WHEREOF, Hernando County has set its hand and seal this 9 day of June, 2026.

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

Jerry Campbell, Chairman

ATTEST:

Douglas A. Chorvat Jr, Clerk of the Circuit Court

SEAL

Approved for Form and Legal Sufficiency:

By: Natasha López Perez
County Attorney's Office

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9 day of June, 2026, by Jerry Campbell, Chairman of the Hernando County Board of County Commissioners, who is ☒ personally known to me or who has ☐ produced _____ as identification.

Jessica Wright
(Signature of person taking acknowledgement)

Jessica Wright
(Print, Type or stamp Commissioned Name of Notary Public)

Notary # HH 720462
(Title or rank) (Serial number, if any)

JESSICA WRIGHT
Notary Public - State of Florida
Commission # HH 720462
My Comm. Expires Dec 12, 2029
Bonded through National Notary Assn.

RETURN TO: Hernando County Building Division, Attn: Julie Crull, at 789 Providence Blvd, Brooksville, FL 34601

Board of County Commissioners

AGENDA ITEM

Meeting: 06/09/2026
Department: Health and Human Services
Prepared By: Velvet Burris
Initiator: Velvet Burris
DOC ID: 17468
Legal Request Number: 2026 243 1
Bid/Contract Number:

TITLE

Modification of Second Mortgage for Aliias Alexis and Alana Alexis Through State Housing Initiative Partnership Homeownership Program Down Payment Assistance Program

RESULT:	**ADOPTED**
MOVER:	John Allocco
SECONDER:	Steve Champion
AYES:	Campbell, Amsler, Champion and Allocco
ABSENT:	Hawkins

Instr #2024043623 BK: 4447 PG: 606, Filed & Recorded: 7/17/2024 11:27 AM ADM Deputy Clk, #Pgs:6
Doug Chorvat, Jr.,Clerk of the Circuit Court Hernando CO FL Rec Fees: $52.50 Mtg Stamp: $91.70 Int Tax $52.32

HERNANDO COUNTY
HOUSING & SUPPORTIVE SERVICES
621 West Jefferson St.
BROOKSVILLE, FL 34601

SECOND MORTGAGE
UNDER
HERNANDO COUNTY, FLORIDA
State Housing Initiative Partnership Program (SHIP)
Down Payment/Purchase Assistance Program

This is a Mortgage in which the Balance is due at the time the home is sold, transferred, foreclosed upon or ceases to be the borrower/recipient's primary residence, which ever may occur first. After thirty (30) years, if the Borrower continues to live in the unit, the loan is forgiven.

THIS SECOND MORTGAGE is made this _____day of_____, **20___**, between the Mortgagor, **Aliias Alexis and Alana Alexis, husband and wife** , (herein the "Borrower") and the Mortgagee, Hernando County, a political sub-division of the State of Florida whose address is 15470 Flight Path Drive, Brooksville, Florida 34604. (herein the "County").

WHEREAS, the Borrower has applied for a loan under the County's Down Payment Assistance Program for the purchase of the Property (as defined herein), which Mortgage Loan shall be secured by a first mortgage lien (the "First Mortgage") in favor of, **Cross Country Mortgage, LLC, ISAOA, ATIMA .** The Borrower has applied to the County for a Down Payment Assistance Loan in the amount of **Twenty Six Thousand One Hundred Sixty One Dollars and 06/100 ($26,161.06)** , (the "Loan"). The Borrower, along with his/her/their family, intends to reside as a household in the Property (as defined herein), which Property is a single-family residence. The Borrower's total family income at the time of its application for the Loan is less than One Hundred Twenty Percent (120%) of Hernando County's median family income. The Borrower is eligible to participate in the County's Down Payment Assistance Program, and the County has agreed to extend and has extended a loan to the Borrower pursuant to said program; and

WHEREAS, the Borrower is indebted to the County in the principal amount of **Twenty Six Thousand One Hundred Sixty One Dollars and 06/100 ($26,161.06)** , which indebtedness is evidenced by the Borrower's Promissory Note dated _____**, 20___**, and extensions, additions, fees and renewals dated thereof (herein "Note"), providing for payment of the principal indebtedness. If not sooner paid, the Note is due and payable upon any of the occurrences shown in section 3 ("Payments") of the Note.

TO SECURE to the County the repayment of the indebtedness evidenced by the Note; the payment of all other sums, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of the Borrower herein contained, the Borrower does hereby mortgage, grant and convey to the County the following described property located in the County of Hernando, State of Florida:

Lot 24, Block 1272, Spring Hill, Unit 20, according to the map or plat thereof, as recorded in Plat Book 9, Page(s) 65 through 80, inclusive, of the Public Records of Hernando County, Florida.

which has an address of **12075 Rockford Street, Spring Hill**
(Street) *(City)*
Florida ***34608*** (herein the "Property Address"); Key # **00688349**

*intangible tax is not be collected on the mortgage

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage;

and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

BORROWER COVENANTS, represents and warrants to the County and its successors and assigns that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for the mortgage lien of the First Mortgage in **Cross Country Mortgage, LLC, ISAOA, ATIMA .** and that Borrower will defend generally the title to the Property against all claims and demands, subject to the mortgage lien of the First Mortgage and other encumbrances of record.

BORROWER FURTHER COVENANTS and agrees with the County as follows:

1. Payment. The Borrower shall promptly pay when due the indebtedness evidenced by the Note. Borrower may repay the loan at any time in a lump sum payment.

2. Prior Mortgages and Deeds of Trust; Charges; Liens. The Borrower shall perform all of the Borrower's obligations under the First Mortgage and any other mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including the Borrower's covenants to make payments when due. The Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

3. Hazard Insurance. The Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as the County may require and in such amounts and for such periods as the County may require.

The insurance carrier providing the insurance shall be chosen by the Borrower subject to approval by the County; such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to the County and shall include a standard mortgage clause in favor of, and in a form acceptable to, the County. The County shall have the right to hold the policies and renewals thereof, subject to the terms of the First Mortgage and any other mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, the Borrower shall give prompt notice to the insurance carrier and to the County. The County may make proof of loss if not made promptly by the Borrower.

If the Property is abandoned by the Borrower, or if the Borrower fails to respond to the County within thirty (30) days from the date notice is mailed by the County to the Borrower that the insurance carrier offers to settle a claim for insurance benefits, the County is authorized to collect and apply the insurance proceeds at the County's option either to restoration or repair of the Property or to the sums secured by this Mortgage subject to the actions of First Mortgagee.

4. Preservation and Maintenance of Property, Leaseholds; Condominiums; Planned Unit Developments. The Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property. If this Mortgage is on a unit in a condominium or a planned unit development, the Borrower shall perform all of the Borrower's obligations under the declaration or covenants creating or governing such condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

5. Protection of County's Security. If the Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects the County's interest in the Property, then the County may do and pay whatever is necessary to protect the value of the Property and County's rights in the Property, including payment of taxes, hazard insurance and other items as may be required by this Mortgage. Pursuant thereto, the County may disburse such sums on Borrower's behalf, including reasonable attorneys' fees, and take such action as is necessary to protect the County's interest in the Property. If the County required mortgage insurance as a condition of making the Loan secured by this Mortgage, the Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with the Borrower's and the County's written agreement or applicable law.

Any amounts disbursed by the County pursuant to this Paragraph 5, with interest thereon, at the rate of twelve percent (12%) per annum, shall become additional indebtedness of the Borrower secured by this Mortgage. Unless the parties agree to other terms of payment, such amounts shall be payable upon notice from the County to the Borrower requesting payment thereof. Nothing contained in this Paragraph 5 shall require the County to incur any expense or take any action hereunder.

6. Inspection. The County may make or cause to be made reasonable entries upon and inspections of the Property; the County shall give the Borrower notice prior to any such inspection specifying reasonable cause therefore related to the County's interest in the Property.

7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to the County, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

8. Borrower Not Released; Forbearance By County Not a Waiver. Extension of the time for payment or modification of the sums secured by this Mortgage granted by the County to any successor in interest of the Borrower shall not operate to release, in any manner, the liability of the original Borrower and the Borrower's successors in interest. By not commencing proceedings against the Borrower or any successor of Borrower, by extending time for payment or otherwise modifying the sums secured by this Mortgage, or by not exercising any right or remedy, the County shall not be deemed to have waived, nor shall it be be precluded, from exercising any right or remedy afforded by this instrument or applicable law.

9. Successors and Assigns Bound; Joint and Several Liability, Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of the County subject to the provisions of Paragraph 14 hereof. If more than one Borrower executes this Mortgage, all covenants, representations, warranties and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage agrees that County and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations regarding the terms of this Mortgage or the Note without that co-signing Borrower's consent and without releasing that co-signing Borrower or modifying this Mortgage as to that co-signing Borrower's interest in the Property.

10. Notice. Except for any notice required under applicable law to be given in another manner: (a) any notice to the Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified or registered mail, postage prepaid, addressed to the Borrower at the Property Address or at such other address as the Borrower may designate by notice to the County as provided herein; and (b) any notice to the County shall be given by certified or registered mail, postage prepaid, to the County's address stated on page 1 hereof, or to such other address as the County may designate by notice to the Borrower as provided herein. Any notice provided for in this mortgage shall be deemed to have been given to the Borrower or the County when given in the manner designated herein.

11. Governing Law; Severability; Costs. This Mortgage shall be governed by the laws of the State of Florida, and, to the extent applicable hereto, the laws and regulations of the United States of America. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this extent the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

12. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

13. Rehabilitation Loan Agreement. Borrower shall fulfill all of the Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into. At the County's option, the County may require Borrower to execute and deliver to the County, in a form acceptable to the County, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

14. Transfer of the Property. If all or any part of the Property or any interest in it is sold, transferred, gifted or otherwise conveyed, whether by voluntary act, involuntarily, by operation of law or otherwise, or if the Borrower is divested of title by judicial sale, levy or other proceeding, or if foreclosure action is instituted against the Property, or if the Property is leased or rented, the Note secured by this Mortgage shall immediately become due and payable as provided herein.

The County shall give Borrower notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is given as provided in Paragraph 10 hereof within which the Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, the County may invoke any remedies permitted by this Mortgage without further notice or demand on the Borrower.

15. Acceleration; Remedies. Except as provided in Paragraph 14 hereof, upon the Borrower's breach of any

covenant or agreement of the Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, or in the event that the Borrower shall have made material misrepresentations or material omissions in his/her/their application for a Down Payment Assistance Loan, the County, at the County's option, may declare the Note secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Prior to acceleration of the Note, the County shall give notice to the Borrower as provided in Paragraph 10, specifying: (a) the breach (if the breach is curable); (b) the action required to cure such breach; (c) a date, not less than ten (10) days from the date the notice is mailed to Borrower, by which such breach must be cured; and (d) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the Note secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. The County shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, court costs, and cost of documentary evidence, abstracts and title reports.

16. Borrower's Right to Reinstate. Notwithstanding the County's acceleration of the Note secured by this Mortgage due to the Borrower's breach, the Borrower shall have the right to have any proceedings begun by the County to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) the Borrower pays the County all sums which would then be due had no acceleration occurred; (b) the Borrower cures all breaches of any other covenants or agreements of the Borrower contained in this Mortgage; (c) the Borrower pays all reasonable expenses incurred by the County in enforcing the covenants and agreements of the Borrower contained in this Mortgage, and in enforcing the County's remedies as provided in Paragraph 15 hereof, including, but not limited to, reasonable attorneys' fees and court costs; and (d) the Borrower takes such action as the County may reasonably require to assure that the lien of this Mortgage, the County's interest in the Property and the Borrower's obligation to pay the Note secured by this Mortgage shall continue unimpaired. Upon such payment and cure by the Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

17. Release. Upon payment of all sums secured by this Mortgage, the County shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

18. Attorney's Fees. As used in this Mortgage and in the Note, "attorneys' fees" shall include attorneys' fees, if any, incurred in connection with the collection or enforcement of this Mortgage or of the Note, whether or not suit is brought and whether incurred at trial, on appeal, in bankruptcy proceedings or otherwise.

19. Refinancing of First Mortgage. In the event the Borrower refinances the first mortgage during the term of this loan, the County will only subordinate to the new first mortgage lender if the amount of the new mortgage does not exceed the total of the remaining principal balance of the original first mortgage plus reasonable and actually incurred refinancing costs (i.e. there can be no cash back to the homeowner or any payout not related to the original first mortgage payoff and actual refinancing costs).

20. Special Homeownership Assistance Program; Down Payment Assistance Program; Covenants, Representations. The Borrower covenants, represents and warrants to the County that: (a) the Borrower, along with his/her/their family, intends to reside as a household in the Property; (b) the Property is a single-family residence, (c) the Borrower's total family income at the time of its application for the Loan was less than eighty percent (120%) of Hernando County's median income; and (d) the Borrower is eligible to participate in the County's Down Payment Assistance Program.

The County consents to any agreement or arrangement in which the First Lender waives, postpones, extends, reduces or modifies any provisions of the First Note and the First Mortgage, including any provision requiring the repayment of money.

If any provision of the Promissory Note secured by the Second Mortgage conflicts with any provision of the First Note or the First Mortgage, the terms and provisions of the First Note and the First Mortgage shall govern.

In the event of a foreclosure or a deed in lieu of foreclosure of the First Mortgage, any provision herein or in any collateral agreement restricting the use of the Property or restricting the Borrower's ability to sell the Property shall have no further force or effect on subsequent owners or purchasers of the Property. Any person, including his successors and assigns (other than the Borrower or a related entity or person to the Borrower), receiving title to the

Property through a foreclosure or deed in lieu of foreclosure of the First Mortgage shall receive title to the Property free and clear from such restrictions. Furthermore, if the First Lender acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of this Second Mortgage shall automatically terminate upon the First Lender's acquisition of title.

NOTICE TO BORROWER

DO NOT SIGN THIS MORTGAGE IF IT CONTAINS BLANK SPACES. ALL SPACES SHOULD BE COMPLETED BEFORE YOU SIGN.

THIS IS A MORTGAGE WHERE THE PRINCIPAL BALANCE DUE IS $26,161.06, TOGETHER WITH ACCRUED INTEREST, IF ANY, UNDER THE TERMS OF THIS SECOND MORTGAGE.

Signed, sealed and delivered in the presence of:

Borrower

Aliias Alexis

Aliias Alexis

12075 Rockford St

Address

Aliias Alexis

Signature

Witness #1

Name: GABRIELA TRACEY

Witness #2

Kim Marks

Name:

Borrower

Alana Alexis

Alana Alexis

12075 Rockford St.

Address

Alana Alexis

Signature

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing was acknowledged before me this 28 day of JUNE, 2024, by ALLIAS ALEXIS & ALANA ALEXIS who is personally known to me or who has produced a valid driver's license as identification and who did not take an oath.

Signature Notary

PREPARED BY:
HERNANDO COUNTY
HOUSING & SUPPORTIVE SERVICES
621 West Jefferson Street
BROOKSVILLE, FL 34601
(352)540-4338

NOTARY PUBLIC
Expires 3/28/2028
Gabriela Tracey
My Commission HH 509626
STATE OF FLORIDA

MODIFICATION OF MORTGAGE

HERNANDO COUNTY, FLORIDA
Homeownership Program
Down Payment Assistance Program

_____

-For Recording Use Only Above Line-

THIS MODIFICATION OF MORTGAGE is made this _____ day of _____, 2026, between **Aliias Alexis and Alana Alexis** (husband and wife) whose address is **12075 Rockford Street, Spring Hill, Florida 34608** (hereinafter the "Mortgagor") and **Hernando County**, a political subdivision of the State of Florida, whose address is 15470 Flight Path Drive, Brooksville, FL 34604 (hereinafter the "Mortgagee").

The Mortgagee is the owner and holder of that certain mortgage dated **June 28, 2024**, made by the Mortgagor, as recorded in **Official Records Book 4447 Page 606** in the Public Records of Hernando County, Florida, securing a debt evidenced by a certain promissory note of the same date, in the original amount of **$26,161.06**, and which mortgage encumbers the real property described as follows:

Lot 24, Block 1272, Spring Hill, Unit 20, according to the map or plat thereof, as recorded in Plat Book 9, Page(s) 65 through 80, inclusive, of the Public Records of Hernando County, Florida.

Parcel Key No. 00688349

The Mortgagor and the Mortgagee have mutually agreed to modify the mortgage and promissory note as set forth herein.

THEREFORE, in consideration of the mutual covenants herein, the sufficiency of which is hereby acknowledged, the Mortgagor and the Mortgagee mutually covenant and agree as follows:

1. This Modification reflects a revision of the loan amount contained in the mortgage and promissory note due to rehabilitation funds not utilized.

2. Nothing herein shall invalidate or shall impair or release any covenants, condition, agreement or stipulation in the mortgage, and the mortgage as modified herein shall continue in full force and effect.

3. Nothing herein shall invalidate or shall impair or release any covenants, condition, agreement or stipulation in the promissory note, and the promissory note shall continue in full force and effect.

4. The Mortgagee reserves all rights under the mortgage and promissory note.

5. This Modification shall be effective when signed by the last party hereto and shall be recorded at the expense of the Mortgagor.

6. The prior loan amount of $26,161.06 is being modified to **$20,000.00** to reflect the unused rehabilitation funds.

----------*CONTINUED ON NEXT PAGE* ----------

IN WITNESS WHEREOF, the parties hereto have set their hands and seals below.

MORTGAGOR

_____
Aliias Alexis

MORTGAGOR

_____
Alana Alexis

WITNESS:

_____
[Signature of Witness]

_____
[Print name of witness]

WITNESS:

_____
[Signature of Witness]

_____
[Print name of witness]

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2026, by Aliias Alexis and Alana Alexis, who are ☐ personally known to me or who have ☐ produced _____ as identification.

_____
(Signature of person taking acknowledgment)

_____
(Name typed, printed or stamped)

_____
(Title or rank) (Serial number, if any)

Hernando County

_____
Jerry Campbell, Chairman

ATTEST:

_____
Douglas A. Chorvat, Jr., Clerk of the Circuit Court

Approved as to Form and Legal Sufficiency

By: Natasha López Perez
County Attorney's Office

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2026, by Jerry Campbell, as Chairman of the Hernando County Board of County Commissioners, who is ☐ personally known to me or who has ☐ produced _____ as identification.

_____
(Signature of person taking acknowledgment)

_____
(Name typed, printed or stamped)

_____
(Title or rank) (Serial number, if any)

Prepared by and Return to: Hernando County Housing & Supportive Services, 621 West Jefferson Street, Brooksville, FL 34601 / Tel: (352) 540-4338

MODIFICATION OF MORTGAGE

HERNANDO COUNTY, FLORIDA
Homeownership Program
Down Payment Assistance Program

-For Recording Use Only Above Line-

THIS MODIFICATION OF MORTGAGE is made this 9 day of June, 2026, between **Aliias Alexis and Alana Alexis** (husband and wife) whose address is **12075 Rockford Street, Spring Hill, Florida 34608** (hereinafter the "Mortgagor") and **Hernando County**, a political subdivision of the State of Florida, whose address is 15470 Flight Path Drive, Brooksville, FL 34604 (hereinafter the "Mortgagee").

The Mortgagee is the owner and holder of that certain mortgage dated **June 28, 2024**, made by the Mortgagor, as recorded in **Official Records Book 4447 Page 606** in the Public Records of Hernando County, Florida, securing a debt evidenced by a certain promissory note of the same date, in the original amount of **$26,161.06**, and which mortgage encumbers the real property described as follows:

> **Lot 24, Block 1272, Spring Hill, Unit 20, according to the map or plat thereof, as recorded in Plat Book 9, Page(s) 65 through 80, inclusive, of the Public Records of Hernando County, Florida.**
>
> **Parcel Key No. 00688349**

The Mortgagor and the Mortgagee have mutually agreed to modify the mortgage and promissory note as set forth herein.

THEREFORE, in consideration of the mutual covenants herein, the sufficiency of which is hereby acknowledged, the Mortgagor and the Mortgagee mutually covenant and agree as follows:

1. This Modification reflects a revision of the loan amount contained in the mortgage and promissory note due to rehabilitation funds not utilized.

2. Nothing herein shall invalidate or shall impair or release any covenants, condition, agreement or stipulation in the mortgage, and the mortgage as modified herein shall continue in full force and effect.

3. Nothing herein shall invalidate or shall impair or release any covenants, condition, agreement or stipulation in the promissory note, and the promissory note shall continue in full force and effect.

4. The Mortgagee reserves all rights under the mortgage and promissory note.

5. This Modification shall be effective when signed by the last party hereto and shall be recorded at the expense of the Mortgagor.

6. The prior loan amount of $26,161.06 is being modified to **$20,000.00** to reflect the unused rehabilitation funds.

----------*CONTINUED ON NEXT PAGE* ----------

IN WITNESS WHEREOF, the parties hereto have set their hands and seals below.

MORTGAGOR

_____
Aliias Alexis

MORTGAGOR

_____
Alana Alexis

WITNESS:

_____
[Signature of Witness]

_____
[Print name of witness]

WITNESS:

_____
[Signature of Witness]

_____
[Print name of witness]

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2026, by Aliias Alexis and Alana Alexis, who are ☐ personally known to me or who have ☐ produced _____ as identification.

_____
(Signature of person taking acknowledgment)

_____
(Name typed, printed or stamped)

_____
(Title or rank) (Serial number, if any)

Hernando County

_____
Jerry Campbell, Chairman

ATTEST:

_____
Douglas A. Chorvat, Jr., Clerk of the Circuit Court

Approved as to Form and Legal Sufficiency

By: Natasha López Perez
County Attorney's Office

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 9 day of June, 2026, by Jerry Campbell, as Chairman of the Hernando County Board of County Commissioners, who is ☒ personally known to me or who has ☐ produced _____ as identification.

Jessica Wright
(Signature of person taking acknowledgment)

Jessica Wright
(Name typed, printed or stamped)

Notary # HH 720462
(Title or rank) (Serial number, if any)

JESSICA WRIGHT
Notary Public - State of Florida
Commission # HH 720462
My Comm. Expires Dec 12, 2029
Bonded through National Notary Assn.

Prepared by and Return to: Hernando County Housing & Supportive Services, 621 West Jefferson Street, Brooksville, FL 34601 / Tel: (352) 540-4338

Board of County Commissioners

AGENDA ITEM

Meeting: 06/09/2026
Department: Landfill
Prepared By: Aliza Torres
Initiator: grace sheppard
DOC ID: 17502
Legal Request Number: LR26-239
Bid/Contract Number:

TITLE

Satisfaction of Interim Disposal Special Assessment Lien for Fatima Maria Pico Molina

RESULT:	**ADOPTED**
MOVER:	John Allocco
SECONDER:	Steve Champion
AYES:	Campbell, Amsler, Champion and Allocco
ABSENT:	Hawkins

INTERIM DISPOSAL
SPECIAL ASSESSMENT LIEN

INSTR #2025066946 BK: 4614 PG: 841 Page 1 of 1
FILED & RECORDED 9/25/2025 10:23 AM ALD Deputy Clk
Doug Chorvat, Jr., HERNANDO County Clerk of the Circuit Court
Rec Fees: $10.00

-For Recording Use Only Above Line-

This Interim Disposal Special Assessment Lien is hereby created, established and levied as provided by ordinance, and this Notice effective as of the date set forth below, having been brought before and acted upon by the Board of County Commissioners of Hernando County, a political subdivision of the State of Florida ("County"), whose address is 15470 Flight Path Dr., Brooksville, FL 34604, pursuant to the Hernando County Code of Ordinances, Chapter 14, Sec. 14-64.26, and Chapter 125, Florida Statutes:

WHEREAS, County has determined that an Interim Disposal Special Assessment in the amount of $279.84, as provided for by Hernando County Code, assessed against the subject property legally described below has not been paid as required by said Code; and,

WHEREAS, Hernando County Code Sec. 14-64.26 provides for the creation, establishment, and levy of a lien in the amount of such assessment against the property specially benefited, and the subject property described herein has been determined as having been specially benefited.

NOW THEREFORE, IT IS HEREBY ORDERED, upon this matter coming before the Hernando County Board of County Commissioners and in consideration of the special benefit to the subject property described herein, there is hereby created, established, and levied by operation of law, running from the thirty-first (31st) day from the date set forth below, a lien upon the following described real property situated and lying in Hernando County, Florida, to wit:

11517 TIMBER GROVE LN
WATERFORD PHASE 1 LOT 34
HERNANDO COUNTY, FLORIDA
PARCEL ID: R30 222 18 3781 0000 0340; KEY NO. 01800803

Owner's name: FATIMA MARIA PICO MOLINA

Mailing address: 11517 TIMBER GROVE LN
BROOKSVILLE, FL 34613-6489

Said lien may be foreclosed by County pursuant to Hernando County Code and in accordance with the procedure set forth in general law or may be enforced in any other manner allowed by law.

Said lien shall bear interest at the statutory rate from _____, 2025, until paid in full.

IN WITNESS WHEREOF, Hernando County has set its hand and seal this 23rd day of September 2025.

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

Brian Hawkins, Chairman

BOARD OF COUNTY COMMISSIONERS HERNANDO COUNTY, FLORIDA SEAL

ATTEST:

Doug Chorvat, Jr., Clerk of the Circuit Court

Approved for Form and Legal Sufficiency:

By: _____
County Attorney's Office

COLLEEN CONKO
Notary Public - State of Florida
Commission # HH 281269
My Comm. Expires Jun 27, 2026
Bonded through National Notary Assn.

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 23rd day of September, 2025, by Brian Hawkins, Chairperson of the Hernando County Board of County Commissioners, who is personally known to me or who has produced _____ as identification.

_____
(Signature of person taking acknowledgment)

Colleen Conko
Name typed, printed, or stamped)

Notary
(Title or rank)

HH281269
(Serial number, if any)

Prepared By, Return To, and Payable at: Hernando Co. Solid Waste & Recycling Department, 14450 Landfill Road, Brooksville, FL 34614

HERNANDO COUNTY CODE ENFORCEMENT
773 PROVIDENCE BLVD
BROOKSVILLE, FL 34601-2893
PHONE (352) 754-4056

R E C E I P T

KEY: 1800803 REFERENCE: 346431 PARCEL: R30 222 18 3781 0000 0340
LOC: LEGAL: WATERFORD PHASE 1
OWNER: MOLINA FATIMA MARIA PICO LOT 34

DESCRIPTION	AMOUNT
LIEN AMOUNT	279.84
LIEN INTEREST	16.32

TOTAL CHARGE: 296.16 PAYMENT TYPE: FULL
RCPT# 0002621782 CASH: CHECK: $296.16
BATCH #: 042726AT CREDIT CARD:
DATE: 04/27/26 PAID BY: Milestone Title Services
FOR: Fatima Maria Pico Molina

SATISFACTION OF LIEN

-For Recording Use Only Above Line-

WITNESSETH THAT, the lien in the sum of **$296.16** (lien filed plus interest) filed by the Hernando County Board of County Commissioners dated September 23, 2025, and recorded in Official Record Book 4614, Page 841, of the Public Records of Hernando County, Florida, against the following described real property:

11517 TIMBER GROVE LN
WATERFORD PHASE 1, LOT 34
HERNANDO COUNTY, FLORIDA
PARCEL ID: R30 222 18 3781 0000 0340; KEY NO.: 01800803

Owner's name (on lien): **FATIMA MARIA PICO MOLINA**
Mailing address: 11517 TIMBER GROVE LN
BROOKSVILLE, FL 34613-6489

has been satisfied in full, and the Hernando County Board of County Commissioners hereby releases its lien as to the whole of the above-described real property, and consents that the same be discharged of record.

IN WITNESS WHEREOF, Hernando County has set its hand and seal this _____day of _____, 2026.

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

_____
Jerry Campbell, Chairman

ATTEST:

_____
Douglas A. Chorvat Jr., Clerk of Circuit Court

Approved for Form and Legal Sufficiency:
By: Natasha López Perez
County Attorney's Office

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ___ day of _____, 2026, by **Jerry Campbell**, Chairman of the Hernando County Board of County Commissioners, who ☐ is personally known to me or ☐ has produced _____ as identification.

_____
(Signature of person taking acknowledgment)

_____
(Name typed, printed or stamped)

_____
(Title) (Serial number, if any)

Prepared By & Return To: Hernando County Utilities Dept., Solid Waste Division, 14450 Landfill Road, Brooksville FL 34614

SATISFACTION OF LIEN

For Recording Use Only Above Line

WITNESSETH THAT, the lien in the sum of **$296.16** (lien filed plus interest) filed by the Hernando County Board of County Commissioners dated September 23, 2025, and recorded in Official Record Book 4614, Page 841, of the Public Records of Hernando County, Florida, against the following described real property:

11517 TIMBER GROVE LN
WATERFORD PHASE 1, LOT 34
HERNANDO COUNTY, FLORIDA
PARCEL ID: R30 222 18 3781 0000 0340; KEY NO.: 01800803

Owner's name (on lien): **FATIMA MARIA PICO MOLINA**
Mailing address: 11517 TIMBER GROVE LN
BROOKSVILLE, FL 34613-6489

has been satisfied in full, and the Hernando County Board of County Commissioners hereby releases its lien as to the whole of the above-described real property, and consents that the same be discharged of record.

IN WITNESS WHEREOF, Hernando County has set its hand and seal this 9 day of June, 2026.

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

Jerry Campbell, Chairman

ATTEST:

Douglas A. Chorvat Jr., Clerk of Circuit Court

SEAL

Approved for Form and Legal Sufficiency:

By: Natasha López Perez
County Attorney's Office

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 9 day of June, 2026, by **Jerry Campbell**, Chairman of the Hernando County Board of County Commissioners, who ☒ is personally known to me or ☐ has produced _____ as identification.

Jessica Wright
(Signature of person taking acknowledgment)

Jessica Wright
(Name typed, printed or stamped)

Notary # HH 720462
(Title) (Serial number, if any)

JESSICA WRIGHT
Notary Public - State of Florida
Commission # HH 720462
My Comm. Expires Dec 12, 2029
Bonded through National Notary Assn.

Prepared By & Return To: Hernando County Utilities Dept., Solid Waste Division, 14450 Landfill Road, Brooksville FL 34614

Board of County Commissioners

AGENDA ITEM

Meeting: 06/09/2026
Department: Landfill
Prepared By: Aliza Torres
Initiator: grace sheppard
DOC ID: 17519
Legal Request Number: 2026-248-1
Bid/Contract Number:

TITLE

Satisfaction of Interim Disposal Special Assessment Lien for Gina L. Schmidt

RESULT:	**ADOPTED**
MOVER:	John Allocco
SECONDER:	Steve Champion
AYES:	Campbell, Amsler, Champion and Allocco
ABSENT:	Hawkins

INTERIM DISPOSAL
SPECIAL ASSESSMENT LIEN

INSTR #2023016020 BK: 4278 PG: 381 Page 1 of 1
FILED & RECORDED 3/24/2023 9:15 AM CW Deputy Clk
Doug Chorvat, Jr., HERNANDO County Clerk of the Circuit Court
Rec Fees: $10.00

-For Recording Use Only Above Line-

This Interim Disposal Special Assessment Lien is hereby created, established and levied as provided by ordinance, and this Notice effective as of the date set forth below, having been brought before and acted upon by the Board of County Commissioners of Hernando County, a political subdivision of the State of Florida ("County"), whose address is 15470 Flight Path Dr, Brooksville, FL 34604, pursuant to the Hernando County Code of Ordinances, Chapter 14, Sec. 14-64.26, and Chapter 125, Florida Statutes:

WHEREAS, County has determined that an Interim Disposal Special Assessment in the amount of $150.60, as provided for by Hernando County Code, assessed against the subject property legally described below has not been paid as required by said Code; and,

WHEREAS, Hernando County Code Sec. 14-64.26 provides for the creation, establishment, and levy of a lien in the amount of such assessment against the property specially benefited, and the subject property described herein has been determined as having been specially benefited.

NOW THEREFORE, IT IS HEREBY ORDERED, upon this matter coming before the Hernando County Board of County Commissioners and in consideration of the special benefit to the subject property described herein, there is hereby created, established, and levied by operation of law, running from the thirty-first (31st) day from the date set forth below, a lien upon the following described real property situated and lying in Hernando County, Florida, to wit:

12290 QUIGLEY AVENUE, KEY #754053
ROYAL HIGHLANDS UNIT 7 BLK 457 LOT 4
HERNANDO COUNTY, FLORIDA

Owner's name: GINA L. SCHMIDT

Mailing address: 12290 QUIGLEY AVE
WEEKI WACHEE, FLORIDA 34614-0000

Said lien may be foreclosed by County pursuant to Hernando County Code and in accordance with the procedure set forth in general law or may be enforced in any other manner allowed by law.

Said lien shall bear interest at the statutory rate from _____, 2023, until paid in full.

IN WITNESS WHEREOF, Hernando County has set its hand and seal this 14th day of March 2023.

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

John Allocco, Chairman

ATTEST:

Heidi Kruppe, Deputy Clerk
Doug Chorvat, Jr., Clerk of the Circuit Court

Approved for Form and Legal Sufficiency:

By: _____
County Attorney's Office

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 14th day of March, 2023, by John Allocco, Chairperson of the Hernando County Board of County Commissioners, who is personally known to me or who has produced _____ as identification.

Colleen Conko
(Signature of person taking acknowledgment)
Colleen Conko
Name typed, printed, or stamped)
Notary HH281269
(Title or rank) (Serial number, if any)

COLLEEN CONKO
Notary Public - State of Florida
Commission # HH 281269
My Comm. Expires Jun 27, 2026
Bonded through National Notary Assn.

Prepared By, Return To, and Payable at: Hernando Co. Solid Waste & Recycling Department, 14450 Landfill Road, Brooksville, FL 34614

HERNANDO COUNTY CODE ENFORCEMENT
773 PROVIDENCE BLVD
BROOKSVILLE, FL 34601-2893
PHONE (352) 754-4056

R E C E I P T

KEY: 754053 REFERENCE: 344673 PARCEL: R01 221 17 3357 0457 0040
LOC: LEGAL: ROYAL HIGHLANDS UNIT 7
OWNER: ITTERLY WARREN BLK 457 LOT 4

DESCRIPTION	AMOUNT
LIEN AMOUNT	150.60
LIEN INTEREST	46.44

TOTAL CHARGE: 197.04 PAYMENT TYPE: FULL
RCPT# 0002621783 CASH: CHECK: $197.04
BATCH #: 042826AT CREDIT CARD:
DATE: 04/28/26 PAID BY: university title agency
FOR: gina l schmidt

SATISFACTION OF LIEN

-For Recording Use Only Above Line-

WITNESSETH THAT, the lien in the sum of **$197.04** (lien filed plus interest) filed by the HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS dated March 14, 2023, and recorded in Official Record Book 4278, Page 381, of the Public Records of Hernando County, Florida, against the following described real property:

12290 QUIGLEY AVENUE
ROYAL HIGHLANDS UNIT 7 BLK 457 LOT 4
HERNANDO COUNTY, FLORIDA
PARCEL ID – R01 221 17 3357 0457 0040; KEY NO. 754053

Owner's name (on lien): **GINA L. SCHMIDT**

Mailing address: 12290 QUIGLEY AVE
WEEKI WACHEE, FL 34614-0000

has been satisfied in full, and the Hernando County Board of County Commissioners hereby releases its lien as to the whole of the above-described real property, and consents that the same be discharged of record.

IN WITNESS WHEREOF, Hernando County has set its hand and seal this _____day of _____, 2026.

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

_____
Jerry Campbell, Chairman

ATTEST:

_____
Douglas A. Chorvat Jr., Clerk of Circuit Court

Approved for Form and Legal Sufficiency:

By: Natasha López Perez
County Attorney's Office

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2026, by Jerry Campbell, Chairman of the Hernando County Board of County Commissioners, who is ☐ personally known to me or who has ☐ produced _____ as identification.

_____
(Signature of person taking acknowledgment)

_____
(Name typed, printed or stamped)

_____
(Title)

Prepared By & Return To: Hernando County Utilities Dept., Solid Waste Division, 14450 Landfill Road, Brooksville FL 34614

SATISFACTION OF LIEN

For Recording Use Only Above Line

WITNESSETH THAT, the lien in the sum of **$197.04** (lien filed plus interest) filed by the HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS dated March 14, 2023, and recorded in Official Record Book 4278, Page 381, of the Public Records of Hernando County, Florida, against the following described real property:

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PARCEL ID – R01 221 17 3357 0457 0040; KEY NO. 754053

Owner's name (on lien): **GINA L. SCHMIDT**

Mailing address: 12290 QUIGLEY AVE
WEEKI WACHEE, FL 34614-0000

has been satisfied in full, and the Hernando County Board of County Commissioners hereby releases its lien as to the whole of the above-described real property, and consents that the same be discharged of record.

IN WITNESS WHEREOF, Hernando County has set its hand and seal this 9 day of June, 2026.

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

Jerry Campbell, Chairman

ATTEST:

Douglas A. Chorvat Jr., Clerk of Circuit Court

SEAL

Approved for Form and Legal Sufficiency.

By: Natasha López Perez
County Attorney's Office

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 9 day of June, 2026, by Jerry Campbell, Chairman of the Hernando County Board of County Commissioners, who is ☒ personally known to me or who has ☐ produced _____ as identification.

Jessica Wright
(Signature of person taking acknowledgment)

Jessica Wright
(Name typed, printed or stamped)

Notary # HH 720462
(Title)

JESSICA WRIGHT
Notary Public - State of Florida
Commission # HH 720462
My Comm. Expires Dec 12, 2029
Bonded through National Notary Assn.

Prepared By & Return To: Hernando County Utilities Dept., Solid Waste Division, 14450 Landfill Road, Brooksville FL 34614

Board of County Commissioners

AGENDA ITEM

Meeting: 06/09/2026
Department: Health and Human Services
Prepared By: Velvet Burris
Initiator: Velvet Burris
DOC ID: 17469
Legal Request Number: 2026 251 1
Bid/Contract Number:

TITLE

Satisfaction of Second Mortgage for Franklin R. Lewars, Jr., Through Neighborhood Stabilization Program Purchase Assistance Program

RESULT:	**ADOPTED**
MOVER:	John Allocco
SECONDER:	Steve Champion
AYES:	Campbell, Amsler, Champion and Allocco
ABSENT:	Hawkins

2010038456
TRACEY 2756/1133



HERNANDO COUNTY HEALTH AND Human Services
Neighborhood Stabilization Program (NSP)
20 N. Main Street
BROOKSVILLE, FL 34601



SECOND MORTGAGE UNDER HERNANDO COUNTY, FLORIDA NSP PURCHASE ASSISTANCE PROGRAM

This is a Mortgage where the Balance is due upon the sale or when the Unit should no longer be the primary residence of the borrower.

THIS SECOND MORTGAGE is made this 25th day of June, **2010,** between the Mortgagor(s), **(A single man)** Franklin R. Lewars Jr. (herein the "Borrower") and the Mortgagee, Hernando County, a political sub-division of the State of Florida whose address is 20 North Main Street, Brooksville, FL 34601-2800 (herein the "County").

WHEREAS, the Borrower has applied for a loan under the County's NSP Purchase Assistance Program for the purchase and rehabilitation of the Property (as defined herein), which Mortgage Loan shall be secured by a first mortgage lien (the "First Mortgage") in favor of, **Residential Acceptance Corporation 8910 N. Dale Mabry Hwy Ste 17 Tampa, FL 33614** the Borrower has applied to the County for a NSP Purchase Payment Assistance Loan in the amount of **Forty One Thousand Seven Hundred Twenty-Seven Dollars and 00/100 DOLLARS ($41,727.00)** (the "Loan"), the Borrower, along with his/her/their family, intends to reside as a household in the Property (as defined herein), which Property is a single-family residence, the Borrower's total family income at the time of its application for the Loan is less than One Hundred Twenty Percent (120%) of Hernando County's median family income, as defined by HUD in its 2009 Income Limits Documentation System as it pertains to the Federal NSP Register, the Borrower is eligible to participate in the County's NSP Purchase Assistance Program, and the County has agreed to extend and has extended a loan to the Borrower pursuant to said program; and

WHEREAS, the Borrower is indebted to the County in the principal amount **Forty One Thousand Seven Hundred Twenty-Seven Dollars and 00/100 DOLLARS ($41,727.00),** which indebtedness is evidenced by the Borrower's Promissory Note dated **June 25, 2010** and extensions and renewals dated thereof (herein "Note"), providing for payment of principal indebtedness, if not sooner paid, due and payable on the sale of the property or when it is no longer the Borrower's primary residence.

TO SECURE to the County the repayment of the indebtedness evidenced by the Note; the payment of all other sums, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of the Borrower herein contained, the Borrower does hereby mortgage, grant and convey to the County the following described property located in the County of Hernando, State of Florida:

Lot 4 Block 950, Spring Hill Unit 15, According to the Plat Thereof, as Recorded in Plat Book 9, Pages 10-15, Inclusive, of The Public Records of Hernando County, Florida

Which has an address of: **10442 Lansfield Dr Spring Hill, FL 34608** (herein the "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

BORROWER COVENANTS, represents and warrants to the County and its successors and assigns that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property that the Property is unencumbered, except for the mortgage lien of the First Mortgage in favor; **Residential Acceptance Corporation 8910 N. Dale Mabry Hwy Ste 17 Tampa, FL 33614** and for other encumbrances of record. Borrower

RECORDING FEES $ 52.50
MORTGAGE DOC STAMP $ 146.30
07/20/2010 _____Deputy Clk

INTANGIBLE TAX EXEMPT
07/20/2010 _____Deputy Clk

OFFICIAL RECORDS
BK: 2756 PG: 1133

07/20/2010 12:09PM # Pages 6
Filed & Recorded in Official Records of
HERNANDO COUNTY CLERK OF COURT
KAREN NICOLAI

covenants, represents and warrants to the County and its successors and assigns that Borrower will defend generally the title to the Property against all claims and demands, subject to the mortgage lien of the First Mortgage and other encumbrances of record.

BORROWER FURTHER COVENANTS and agrees with the County as follows:

1. Payment. The Borrower shall promptly pay when due the indebtedness evidenced by the Note.

2. Prior Mortgages and Deeds of Trust; Charges; Liens. The Borrower shall perform all of the Borrower's obligations under the First Mortgage and any other mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including the Borrower's covenants to make payments when due. The Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

3. Hazard Insurance. The Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as the County may require and in such amounts and for such periods as the County may require.

The insurance carrier providing the insurance shall be chosen by the Borrower subject to approval by the County; provided that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to the County and shall include a standard mortgage clause in favor of, and in a form acceptable to the County. The County shall have the right to hold the policies and renewals thereof, subject to the terms of the First Mortgage and any other mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, the Borrower shall give prompt notice to the insurance carrier and to the County. The County may make proof of loss if not made promptly by the Borrower.

If the Property is abandoned by the Borrower, or if the Borrower fails to respond to the County within thirty (30) days from the date notice is mailed by the County to the Borrower that the insurance carrier offers to settle a claim for insurance benefits, the County is authorized to collect and apply the insurance proceeds at the County's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

4. Preservation and Maintenance of Property, Leaseholds; Condominiums; Planned Unit Developments. The Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property. If this Mortgage is on a unit in a condominium or a planned unit development, the Borrower shall perform all of the Borrower's obligations under the declaration or covenants creating or governing such condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

5. Protection of County's Security. If the Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects the County's interest in the Property, then the County may do and pay whatever is necessary to protect the value of the Property and County's rights in the Property, including payment of taxes, hazard insurance and other items as may be required by this Mortgage. Pursuant thereto, the County may disburse such sums on Borrower's behalf, including reasonable attorneys' fees, and take such action as is necessary to protect the County's interest in the Property. If the County required mortgage insurance as a condition of making the Loan secured by this Mortgage, the Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with the Borrower's and the County's written agreement or applicable law.

Any amounts disbursed by the County pursuant to this Paragraph 5, with interest thereon, at the rate of twelve percent (12%) per annum, shall become additional indebtedness of the Borrower secured by this Mortgage. Unless the parties agree to other terms of payment, such amounts shall be payable upon notice from the County to the Borrower requesting payment thereof. Nothing contained in this Paragraph 5 shall require the County to incur any expense or take any action hereunder.

6. Inspection. The County may make or cause to be made reasonable entries upon and inspections of the Property; provided that the County shall give the Borrower notice prior to any such inspection specifying reasonable cause therefore related to the County's interest in the Property.

7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to the County, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

OFFICIAL RECORDS
BK: 2756 PG: 1134

8. Borrower Not Released; Forbearance By County Not a Waiver. Extension of the time for payment or modification of the sums secured by this Mortgage granted by the County to any successor in interest of the Borrower shall not operate to release, in any manner, the liability of the original Borrower and the Borrower's successors in interest. The County shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify the sums secured by this Mortgage by reason of any demand made by the original Borrower and the Borrower's successors or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

9. Successors and Assigns Bound; Joint and Several Liability, Co-signers. The covenants and agreements herein contained shall find, and the rights hereunder shall insure to, the respective successors and assigns of the County and the Borrower, subject to the provisions of Paragraph 14 hereof. If more than one Borrower executes this Mortgage, all covenants, representations, warranties and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note; (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to the County under the terms of this Mortgage; (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that County and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

10. Notice. Except for any notice required under applicable law to be given in another manner; (a) any notice to the Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified or registered mail, postage prepaid, addressed to the Borrower at the Property Address or at such other address as the Borrower may designate by notice to the County as provided herein, and (b) any notice to the County shall be given by certified or registered mail, postage prepaid, to the County's address stated on page 1 hereof, or to such other address as the County may designate by notice to the Borrower as provided herein. Any notice provided for in this mortgage shall be deemed to have been given to the Borrower or the County when given in the manner designated herein.

11. Governing Law; Severability; Costs. This Mortgage shall be governed by the laws of the State of Florida, and, to the extent applicable hereto, the laws and regulations of the United States of America. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this and the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

12. Borrower's Copy. Borrower shall be furnished a conformed copy of the Notice and of this Mortgage at the time of execution or after recordation hereof.

13. Rehabilitation Loan Agreement. Borrower shall fulfill all of the Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with the County, at the County's option, may require Borrower to execute and deliver to the County, in a form acceptable to the County, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

14. Transfer of the Property. If all or any part of the Property or any interest in it is sold, transferred gifted or otherwise conveyed, whether by voluntary act, involuntarily, by operation of law or otherwise, or if the Borrower is divested of title by judicial sale, levy or other proceeding, or if foreclosure action is instituted against the Property, or if the Property is leased or rented, all sums secured by this Mortgage shall immediately become due and payable as provided herein.

The County shall give Borrower notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is given as provided in Paragraph 10 hereof within which the Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, the County may invoke any remedies permitted by this Mortgage without further notice or demand on the Borrower.

15. Acceleration; Remedies. Except as provided in Paragraph 14 hereof, upon the Borrower's breach of any covenant or agreement of the Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, or in the event that the Borrower shall have made material misrepresentations or material omissions in his/her/their application for a Down Payment Assistance Loan, the County, at the County's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Prior to acceleration of this Mortgage, the County shall give notice to the Borrower as provided in Paragraph 10, thereof specifying (1) the breach (if the breach is curable); (2) the action required to cure such breach; (3) a date, not less than ten (10) days from the date the notice is mailed to Borrower, by which such breach must

OFFICIAL RECORDS
BK: 2756 PG: 1135

be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. The County shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, court costs, and cost of documentary evidence, abstracts and title reports.

16. Borrower's Right to Reinstate. Notwithstanding the County's acceleration of the sums secured by this Mortgage due to the Borrower's breach, the Borrower shall have the right to have any proceedings begun by the County to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) the Borrower pays the County all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) the Borrower cures all breaches of any other covenants or agreements of the Borrower contained in this Mortgage; (c) the Borrower pays all reasonable expenses incurred by the County in enforcing the covenants and agreements of the Borrower contained in this Mortgage, and in enforcing the County's remedies as provided in Paragraph 15 hereof, including, but not limited to, reasonable attorneys' fees and court costs; and (d) the Borrower takes such action as the County may reasonably require to assure that the lien of this Mortgage, the County's interest in the Property and the Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by the Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

17. Assignment of Rents; Appointment of Receiver. As additional security hereunder, the Borrower hereby assigns to the County the rents of the Property, provided that the Borrower shall, prior to acceleration under Paragraph 15, hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under Paragraph 15 hereof or abandonment of the Property, the County shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

18. Release. Upon payment of all sums secured by this Mortgage, the County shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

19. Attorney's Fees. As used in this Mortgage and in the Note, "attorneys' fees" shall include attorneys' fees, if any, incurred in connection with the collection or enforcement of this Mortgage or of the Note, whether or not suit is brought and whether incurred at trial, on appeal, in bankruptcy proceedings or otherwise.

20. Special Homeownership Assistance Program; NSP Purchase Assistance Program; Covenants, Representations. The Borrower covenants, represents and warrants to the County that: (a) the Borrower, along with his/her/their family, intends to permanently reside as a household in the Property; (b) the Property is a single-family residence, (c) the Borrower's total family income at the time of its application for the Loan was less than or equal to one hundred twenty percent (120%) of the Hernando County area median income levels set forth by HUD for FY 2009, and (d) the Borrower is eligible to participate in the County's NSP Purchase Assistance Program.

The County consents to any agreement or arrangement in which the First Lender waives, postpones, extends, reduces or modifies any provisions of the First Note and the First Mortgage, including any provision requiring the repayment of money.

If any provision of the Promissory Note of the Second Mortgage conflicts with any provision of the First Note or the First Mortgage, the terms and provisions of the First Note and the First Mortgage shall govern.

In the event of a foreclosure or a deed in lieu of foreclosure of the First Mortgage, any provision herein or in any collateral agreement restricting the use of the Property or restricting the Borrower's ability to sell the Property shall have no further force or effect on subsequent owners or purchasers of the Property. Any person, including his successors and assigns (other than the Borrower or a related entity or person to the Borrower), receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the First Mortgage shall receive title to the Property free and clear from such restrictions. Furthermore, if the First Lender acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of this Second Mortgage shall automatically terminate upon the First Lender's acquisition of title.

OFFICIAL RECORDS
BK: 2756 PG: 1136

NOTICE TO BORROWER

DO NOT SIGN THIS MORTGAGE IF IT CONTAINS BLANK SPACES. ALL SPACES SHOULD BE COMPLETED BEFORE YOU SIGN. THIS IS A MORTGAGE WHERE THE PRINCIPAL BALANCE DUE IS $ 41,727.00 TOGETHER WITH ACCRUED INTEREST, IF ANY, UNDER THE TERMS OF THIS SECOND MORTGAGE, UNLESS THE TERMS OF AGREEMENT OF THIS DOCUMENT AND ANY OF THE NSP GUIDELINES INCLUDING THE PERIOD OF AFFORDIBLITY ARE DEFAULTED UPON THEN PAYMENT WILL BE DUE IN FULL BASED ON THE SCALE AND CONDITIONS SET FORTH BELOW:

Borrower(s) receiving NSP purchase assistance and/or rehabilitation assistance funds will be required to sign a repayment agreement that will be filed against the property. The terms of the repayment agreement will require the borrower(s) to pay back 100% of the NSP funds if they sell, transfer, no longer occupy, rent, or refinance the property within Fifteen (15) years. The Fifteen years will begin with the date the repayment agreement is signed, and ends at midnight 15 years from that said date. If the property is sold, transferred, or ceases to be used for an eligible NSP activity and/or use a provided for in the NSP federal guidelines and all applicable Titles/§ of the USC ,and/or CFR statutes within a period of Fifteen (15) years after the Effective Date, the Owner shall repay to Grantor a sum equal to the full amount of the 2nd Differed Payment Loan (DPL), as set forth above subject to the availability based on net proceeds. Net proceeds are defined as the amount available from the sale less non-NSP debt recorded prior to the date of the Agreement and closing costs. If the amount of net proceeds is not sufficient to repay the entire DPL amount, then the amount to be repaid shall be as follows: where this statement of recapture conflicts with any statement in the body of this loan agreement and the accompanying Promissory Note, this statement shall take president as it pertains to repayment and recapture of NSP funding by reason of borrower(s) default.

OFFICIAL RECORDS
BK: 2756 PG: 1137

Signed, sealed and delivered in the presence of: Jean Rags, Director

Borrower

Franklin R Lewars
Name

10442 Lansfield dr.
Address

Signature

Witness #1

Deborah Marshall
Name:

Witness #2

MARILYN SANDHOLM
Name:

~~Co Borrower~~

Rachel E. Grosso
Name

10442 Lansfield dr.
Address

Signature

OFFICIAL RECORDS
BK: 2756 PG: 1138

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing was acknowledged before me this 25 day of June, 2010, by Franklin & Rachel _____, who is personally known to me or who has produced a valid ~~driver's license~~ as identification and who did not take an oath.

Laura Guzman
Name (type, print or stamp name)
Notary Public
My Commission Expires

PREPARED BY: Antonio Jenkins
C/O
HERNANDO COUNTY HEALTH & HUMAN SERVICES
20 NORTH MAIN STREET
BROOKSVILLE, FL. 34601

NOTARY PUBLIC-STATE OF FLORIDA
Laura P Guzman
Comission # DD905250
Expires: JULY 07, 2013
BONDED THRU ATLANTIC BONDING CO., INC.

2010054604
LORINDA 2775/1614
OFFICIAL RECORDS
BK: 2775 PG: 1614

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HERNANDO COUNTY HEALTH AND Human Services
Neighborhood Stabilization Program (NSP)
20 N. Main Street
BROOKSVILLE, FL 34601



SECOND MORTGAGE UNDER HERNANDO COUNTY, FLORIDA NSP PURCHASE ASSISTANCE PROGRAM

This is a Mortgage where the Balance is due upon the sale or when the Unit should no longer be the primary residence of the borrower.

THIS SECOND MORTGAGE is made this 25th day of June, **2010,** between the Mortgagor(s), **(A single man)** Franklin R. Lewars Jr. (herein the "Borrower") and the Mortgagee, Hernando County, a political sub-division of the State of Florida whose address is 20 North Main Street, Brooksville, FL 34601-2800 (herein the "County").

WHEREAS, the Borrower has applied for a loan under the County's NSP Purchase Assistance Program for the purchase and rehabilitation of the Property (as defined herein), which Mortgage Loan shall be secured by a first mortgage lien (the "First Mortgage") in favor of, **Residential Acceptance Corporation 8910 N. Dale Mabry Hwy Ste 17 Tampa, FL 33614** the Borrower has applied to the County for a NSP Purchase Payment Assistance Loan in the amount of **Forty Two Thousand Six Hundred Twenty-Seven Dollars and 00/100 DOLLARS ($42,627.00.00)** (the "Loan"), the Borrower, along with his/her/their family, intends to reside as a household in the Property (as defined herein), which Property is a single-family residence, the Borrower's total family income at the time of its application for the Loan is less than One Hundred Twenty Percent (120%) of Hernando County's median family income, as defined by HUD in its 2009 Income Limits Documentation System as it pertains to the Federal NSP Register, the Borrower is eligible to participate in the County's NSP Purchase Assistance Program, and the County has agreed to extend and has extended a loan to the Borrower pursuant to said program; and

WHEREAS, the Borrower is indebted to the County in the principal amount **Forty Two Thousand Six Hundred Twenty-Seven Dollars and 00/100 DOLLARS ($42,627.00.00),** which indebtedness is evidenced by the Borrower's Promissory Note dated **June 25, 2010** and extensions and renewals dated thereof (herein "Note"), providing for payment of principal indebtedness, if not sooner paid, due and payable on the sale of the property or when it is no longer the Borrower's primary residence.

TO SECURE to the County the repayment of the indebtedness evidenced by the Note; the payment of all other sums, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of the Borrower herein contained, the Borrower does hereby mortgage, grant and convey to the County the following described property located in the County of Hernando, State of Florida:

Lot 4 Block 950, Spring Hill Unit 15, According to the Plat Thereof, as Recorded in Plat Book 9, Pages 10-15, Inclusive, of The Public Records of Hernando County, Florida

Which has an address of: **10442 Lansfield Dr Spring Hill, FL 34608** (herein the "Property Address"):

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

BORROWER COVENANTS, represents and warrants to the County and its successors and assigns that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property that the Property is unencumbered, except for the mortgage lien of the First Mortgage in favor; **Residential Acceptance Corporation 8910 N. Dale Mabry Hwy Ste 17 Tampa, FL 33614** and for other encumbrances of record. Borrower

INTANGIBLE TAX EXEMPT
10/13/2010 Deputy Clk

10/13/2010 3:51PM # Pages 6
Filed & Recorded in Official Records of
HERNANDO COUNTY CLERK OF COURT
KAREN NICOLAI

RECORDING FEES $ 52.50
MORTGAGE DOC STAMP $ 3.15
10/13/2010 Deputy Clk

" Modification to mortgage amount on BK 2756 pg. 1133, change from $41,727.00 to $42,627.00 new money difference of $900.00 "

covenants, represents and warrants to the County and its successors and assigns that Borrower will defend generally the title to the Property against all claims and demands, subject to the mortgage lien of the First Mortgage and other encumbrances of record.

BORROWER FURTHER COVENANTS and agrees with the County as follows:

1. Payment. The Borrower shall promptly pay when due the indebtedness evidenced by the Note.

2. Prior Mortgages and Deeds of Trust; Charges; Liens. The Borrower shall perform all of the Borrower's obligations under the First Mortgage and any other mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including the Borrower's covenants to make payments when due. The Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

3. Hazard Insurance. The Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as the County may require and in such amounts and for such periods as the County may require.

The insurance carrier providing the insurance shall be chosen by the Borrower subject to approval by the County; provided that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to the County and shall include a standard mortgage clause in favor of, and in a form acceptable to the County. The County shall have the right to hold the policies and renewals thereof, subject to the terms of the First Mortgage and any other mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, the Borrower shall give prompt notice to the insurance carrier and to the County. The County may make proof of loss if not made promptly by the Borrower.

If the Property is abandoned by the Borrower, or if the Borrower fails to respond to the County within thirty (30) days from the date notice is mailed by the County to the Borrower that the insurance carrier offers to settle a claim for insurance benefits, the County is authorized to collect and apply the insurance proceeds at the County's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

4. Preservation and Maintenance of Property, Leaseholds; Condominiums; Planned Unit Developments. The Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property. If this Mortgage is on a unit in a condominium or a planned unit development, the Borrower shall perform all of the Borrower's obligations under the declaration or covenants creating or governing such condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

5. Protection of County's Security. If the Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects the County's interest in the Property, then the County may do and pay whatever is necessary to protect the value of the Property and County's rights in the Property, including payment of taxes, hazard insurance and other items as may be required by this Mortgage. Pursuant thereto, the County may disburse such sums on Borrower's behalf, including reasonable attorneys' fees, and take such action as is necessary to protect the County's interest in the Property. If the County required mortgage insurance as a condition of making the Loan secured by this Mortgage, the Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with the Borrower's and the County's written agreement or applicable law.

Any amounts disbursed by the County pursuant to this Paragraph 5, with interest thereon, at the rate of twelve percent (12%) per annum, shall become additional indebtedness of the Borrower secured by this Mortgage. Unless the parties agree to other terms of payment, such amounts shall be payable upon notice from the County to the Borrower requesting payment thereof. Nothing contained in this Paragraph 5 shall require the County to incur any expense or take any action hereunder.

6. Inspection. The County may make or cause to be made reasonable entries upon and inspections of the Property; provided that the County shall give the Borrower notice prior to any such inspection specifying reasonable cause therefore related to the County's interest in the Property.

7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to the County, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

OFFICIAL RECORDS
BK: 2756 PG: 1134

OFFICIAL RECORDS
BK: 2775 PG: 1615

8. Borrower Not Released; Forbearance By County Not a Waiver. Extension of the time for payment or modification of the sums secured by this Mortgage granted by the County to any successor in interest of the Borrower shall not operate to release, in any manner, the liability of the original Borrower and the Borrower's successors in interest. The County shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify the sums secured by this Mortgage by reason of any demand made by the original Borrower and the Borrower's successors or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

9. Successors and Assigns Bound; Joint and Several Liability, Co-signers. The covenants and agreements herein contained shall find, and the rights hereunder shall insure to, the respective successors and assigns of the County and the Borrower, subject to the provisions of Paragraph 14 hereof. If more than one Borrower executes this Mortgage, all covenants, representations, warranties and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note; (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to the County under the terms of this Mortgage; (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that County and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

10. Notice. Except for any notice required under applicable law to be given in another manner; (a) any notice to the Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified or registered mail, postage prepaid, addressed to the Borrower at the Property Address or at such other address as the Borrower may designate by notice to the County as provided herein, and (b) any notice to the County shall be given by certified or registered mail, postage prepaid, to the County's address stated on page 1 hereof, or to such other address as the County may designate by notice to the Borrower as provided herein. Any notice provided for in this mortgage shall be deemed to have been given to the Borrower or the County when given in the manner designated herein.

11. Governing Law; Severability; Costs. This Mortgage shall be governed by the laws of the State of Florida, and, to the extent applicable hereto, the laws and regulations of the United States of America. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this and the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

12. Borrower's Copy. Borrower shall be furnished a conformed copy of the Notice and of this Mortgage at the time of execution or after recordation hereof.

13. Rehabilitation Loan Agreement. Borrower shall fulfill all of the Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with the County, at the County's option, may require Borrower to execute and deliver to the County, in a form acceptable to the County, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

14. Transfer of the Property. If all or any part of the Property or any interest in it is sold, transferred gifted or otherwise conveyed, whether by voluntary act, involuntarily, by operation of law or otherwise, or if the Borrower is divested of title by judicial sale, levy or other proceeding, or if foreclosure action is instituted against the Property, or if the Property is leased or rented, all sums secured by this Mortgage shall immediately become due and payable as provided herein.

The County shall give Borrower notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is given as provided in Paragraph 10 hereof within which the Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, the County may invoke any remedies permitted by this Mortgage without further notice or demand on the Borrower.

15. Acceleration; Remedies. Except as provided in Paragraph 14 hereof, upon the Borrower's breach of any covenant or agreement of the Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, or in the event that the Borrower shall have made material misrepresentations or material omissions in his/her/their application for a Down Payment Assistance Loan, the County, at the County's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Prior to acceleration of this Mortgage, the County shall give notice to the Borrower as provided in Paragraph 10, thereof specifying (1) the breach (if the breach is curable); (2) the action required to cure such breach; (3) a date, not less than ten (10) days from the date the notice is mailed to Borrower, by which such breach must

be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. The County shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, court costs, and cost of documentary evidence, abstracts and title reports.

16. Borrower's Right to Reinstate. Notwithstanding the County's acceleration of the sums secured by this Mortgage due to the Borrower's breach, the Borrower shall have the right to have any proceedings begun by the County to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) the Borrower pays the County all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) the Borrower cures all breaches of any other covenants or agreements of the Borrower contained in this Mortgage; (c) the Borrower pays all reasonable expenses incurred by the County in enforcing the covenants and agreements of the Borrower contained in this Mortgage, and in enforcing the County's remedies as provided in Paragraph 15 hereof, including, but not limited to, reasonable attorneys' fees and court costs; and (d) the Borrower takes such action as the County may reasonably require to assure that the lien of this Mortgage, the County's interest in the Property and the Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by the Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

17. Assignment of Rents; Appointment of Receiver. As additional security hereunder, the Borrower hereby assigns to the County the rents of the Property, provided that the Borrower shall, prior to acceleration under Paragraph 15, hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under Paragraph 15 hereof or abandonment of the Property, the County shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

18. Release. Upon payment of all sums secured by this Mortgage, the County shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

19. Attorney's Fees. As used in this Mortgage and in the Note, "attorneys' fees" shall include attorneys' fees, if any, incurred in connection with the collection or enforcement of this Mortgage or of the Note, whether or not suit is brought and whether incurred at trial, on appeal, in bankruptcy proceedings or otherwise.

20. Special Homeownership Assistance Program; NSP Purchase Assistance Program; Covenants, Representations. The Borrower covenants, represents and warrants to the County that: (a) the Borrower, along with his/her/their family, intends to permanently reside as a household in the Property; (b) the Property is a single-family residence, (c) the Borrower's total family income at the time of its application for the Loan was less than or equal to one hundred twenty percent (120%) of the Hernando County area median income levels set forth by HUD for FY 2009, and (d) the Borrower is eligible to participate in the County's NSP Purchase Assistance Program.

The County consents to any agreement or arrangement in which the First Lender waives, postpones, extends, reduces or modifies any provisions of the First Note and the First Mortgage, including any provision requiring the repayment of money.

If any provision of the Promissory Note of the Second Mortgage conflicts with any provision of the First Note or the First Mortgage, the terms and provisions of the First Note and the First Mortgage shall govern.

In the event of a foreclosure or a deed in lieu of foreclosure of the First Mortgage, any provision herein or in any collateral agreement restricting the use of the Property or restricting the Borrower's ability to sell the Property shall have no further force or effect on subsequent owners or purchasers of the Property. Any person, including his successors and assigns (other than the Borrower or a related entity or person to the Borrower), receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the First Mortgage shall receive title to the Property free and clear from such restrictions. Furthermore, if the First Lender acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of this Second Mortgage shall automatically terminate upon the First Lender's acquisition of title.

OFFICIAL RECORDS
BK: 2775 PG: 1617

OFFICIAL RECORDS
BK: 2756 PG: 1136

NOTICE TO BORROWER

DO NOT SIGN THIS MORTGAGE IF IT CONTAINS BLANK SPACES. ALL SPACES SHOULD BE COMPLETED BEFORE YOU SIGN. THIS IS A MORTGAGE WHERE THE PRINCIPAL BALANCE DUE IS $ 42,627.00 TOGETHER WITH ACCRUED INTEREST, IF ANY, UNDER THE TERMS OF THIS SECOND MORTGAGE, UNLESS THE TERMS OF AGREEMENT OF THIS DOCUMENT AND ANY OF THE NSP GUIDELINES INCLUDING THE PERIOD OF AFFORDIBLITY ARE DEFAULTED UPON THEN PAYMENT WILL BE DUE IN FULL BASED ON THE SCALE AND CONDITIONS SET FORTH BELOW:

Borrower(s) receiving NSP purchase assistance and/or rehabilitation assistance funds will be required to sign a repayment agreement that will be filed against the property. The terms of the repayment agreement will require the borrower(s) to pay back 100% of the NSP funds if they sell, transfer, no longer occupy, rent, or refinance the property within Fifteen (15) years. The Fifteen years will begin with the date the repayment agreement is signed, and ends at midnight 15 years from that said date. If the property is sold, transferred, or ceases to be used for an eligible NSP activity and/or use a provided for in the NSP federal guidelines and all applicable Titles/§ of the USC ,and/or CFR statutes within a period of Fifteen (15) years after the Effective Date, the Owner shall repay to Grantor a sum equal to the full amount of the 2nd Differed Payment Loan (DPL), as set forth above subject to the availability based on net proceeds. Net proceeds are defined as the amount available from the sale less non-NSP debt recorded prior to the date of the Agreement and closing costs. If the amount of net proceeds is not sufficient to repay the entire DPL amount, then the amount to be repaid shall be as follows: where this statement of recapture conflicts with any statement in the body of this loan agreement and the accompanying Promissory Note, this statement shall take president as it pertains to repayment and recapture of NSP funding by reason of borrower(s) default.

OFFICIAL RECORDS
BK: 2775 PG: 1618

Signed, sealed and delivered in the presence of: Jean Rags, Director

Borrower

Franklin R Lewars
Name

10442 Lansfield dr.
Address

Signature

Witness #1

Deborah Marshall
Name:

Witness #2

MARILYN SANDHOLM
Name:

~~Co Borrower~~

Rachel E. Grosso

10442 Lansfield dr.
Address

Signature

OFFICIAL RECORDS
BK: 2756 PG: 1138

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing was acknowledged before me this 25 day of June, 2010, by Franklin & Rachel _____, who is personally known to me or who has produced a valid ~~driver's license~~ as identification and who did not take an oath.

Laura Guzman
Name (type, print or stamp name)
Notary Public
My Commission Expires

PREPARED BY: Antonio Jenkins
C/O
HERNANDO COUNTY HEALTH & HUMAN SERVICES
20 NORTH MAIN STREET
BROOKSVILLE, FL. 34601

NOTARY PUBLIC-STATE OF FLORIDA
Laura P. Guzman
Commission #DD905250
Expires: JULY 07, 2013
BONDED THRU ATLANTIC BONDING CO., INC.

OFFICIAL RECORDS
BK: 2775 PG: 1619

SATISFACTION OF MORTGAGE

HERNANDO COUNTY, FLORIDA

Neighborhood Stabilization Program

Purchase Assistance Program

-For Recording Use Only Above Line-

KNOWN ALL MEN BY THESE PRESENTS: That **HERNANDO COUNTY**, a political subdivision of the State of Florida, whose address is 15470 Flight Path Drive, Brooksville, Florida 34604; the owner and holder of a certain mortgage executed by **FRANKLIN R. LEWARS, JR.**, to **HERNANDO COUNTY**, bearing date of June 25, 2010, recorded in Book 2756, Page 1133, of the Official Records of Hernando County, Florida, securing certain note in the principal sum of Forty-One Thousand Seven Hundred Twenty-Seven and 00/100 Dollars ($41,727.00) and that second mortgage bearing date of June 25, 2010, recorded in Book 2775, Page 1614, of the Official Records of Hernando County, Florida, that modified the principal sum of the note to Forty-Two Thousand Six Hundred Twenty-Seven and 00/100 Dollars ($42,627.00), and certain promises and obligations set forth in said mortgages, upon the property situated in Hernando County, Florida as follows, to wit:

Lot 4 Block 950, Spring Hill Unit 15, According to the Plat Thereof, as Recorded in Plat Book 9, Pages 10-15, Inclusive, of the Public Records of Hernando County, Florida

Which has an address of: **10442 Lansfield Dr., Spring Hill, Florida 34608**

hereby acknowledges satisfaction of said notes and mortgage deed, and surrenders the same as canceled, and hereby directs the Clerk of the Circuit Court of Hernando County, Florida to cancel same of record.

IN WITNESS WHEREOF, Hernando County has set its hand and seal this _____ day of _____, 2026.

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

_____

Jerry Campbell, Chairman

ATTEST:

_____

Doug Chorvat, Jr., Clerk of the Circuit Court

Approved for Form and Legal Sufficiency:

By: Natasha López Perez

County Attorney's Office

STATE OF FLORIDA

COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2026, by Jerry Campbell, Chairman of the Hernando County Board of County Commissioners, who ☐ is personally known to me or ☐ has produced _____ as identification.

_____

(Signature of person taking acknowledgment)

_____

(Name typed, printed or stamped)

_____

(Title or rank) (Serial number, if any)

Prepared By & Return To: Hernando County Housing & Supportive Services, 621 West Jefferson Street, Brooksville, FL 34601

INSTR #2026041247 BK: 4724 PG: 410 Page 1 of 1
FILED & RECORDED 6/17/2026 3:26 PM AMJ Deputy Clk
Doug Chorvat, Jr., HERNANDO County Clerk of the Circuit Court
Rec Fees: $10.00

SATISFACTION OF MORTGAGE

HERNANDO COUNTY, FLORIDA

Neighborhood Stabilization Program

Purchase Assistance Program

-For Recording Use Only Above Line-

KNOWN ALL MEN BY THESE PRESENTS: That **HERNANDO COUNTY**, a political subdivision of the State of Florida, whose address is 15470 Flight Path Drive, Brooksville, Florida 34604; the owner and holder of a certain mortgage executed by **FRANKLIN R. LEWARS, JR.**, to **HERNANDO COUNTY**, bearing date of June 25, 2010, recorded in Book 2756, Page 1133, of the Official Records of Hernando County, Florida, securing certain note in the principal sum of Forty-One Thousand Seven Hundred Twenty-Seven and 00/100 Dollars ($41,727.00) and that second mortgage bearing date of June 25, 2010, recorded in Book 2775, Page 1614, of the Official Records of Hernando County, Florida, that modified the principal sum of the note to Forty-Two Thousand Six Hundred Twenty-Seven and 00/100 Dollars ($42,627.00), and certain promises and obligations set forth in said mortgages, upon the property situated in Hernando County, Florida as follows, to wit:

Lot 4 Block 950, Spring Hill Unit 15, According to the Plat Thereof, as Recorded in Plat Book 9, Pages 10-15, Inclusive, of the Public Records of Hernando County, Florida

Which has an address of: **10442 Lansfield Dr., Spring Hill, Florida 34608**

hereby acknowledges satisfaction of said notes and mortgage deed, and surrenders the same as canceled, and hereby directs the Clerk of the Circuit Court of Hernando County, Florida to cancel same of record.

IN WITNESS WHEREOF, Hernando County has set its hand and seal this 9 day of June, 2026.

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

Jerry Campbell, Chairman

ATTEST:

Paige Jeffreys, Deputy Clerk

Doug Chorvat, Jr., Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS SEAL HERNANDO COUNTY, FLORIDA

Approved for Form and Legal Sufficiency:

By: Natasha López Perez

County Attorney's Office

JESSICA WRIGHT Notary Public - State of Florida Commission # HH 720462 My Comm. Expires Dec 12, 2029 Bonded through National Notary Assn.

STATE OF FLORIDA

COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 9 day of June, 2026, by Jerry Campbell, Chairman of the Hernando County Board of County Commissioners, who ☒ is personally known to me or ☐ has produced _____ as identification.

Jessica Wright

(Signature of person taking acknowledgment)

Jessica Wright

(Name typed, printed or stamped)

Notary # HH 720462

(Title or rank) (Serial number, if any)

Prepared By & Return To: Hernando County Housing & Supportive Services, 621 West Jefferson Street, Brooksville, FL 34601

Board of County Commissioners

AGENDA ITEM

Meeting: 06/09/2026
Department: Workers Compensation
Prepared By: Karen Stroud
Initiator: Jeffrey Rogers
DOC ID: 17540
Legal Request Number:
Bid/Contract Number:

TITLE

Settlement of Workers' Compensation Claim in Case of Kevin Harris vs. Hernando County

RESULT:	**ADOPTED**
MOVER:	John Allocco
SECONDER:	Steve Champion
AYES:	Campbell, Amsler, Champion and Allocco
ABSENT:	Hawkins

Board of County Commissioners

AGENDA ITEM

Meeting: 06/09/2026
Department: Health and Human Services
Prepared By: Velvet Burris
Initiator: Velvet Burris
DOC ID: 17471
Legal Request Number: 2026 245 1
Bid/Contract Number:

TITLE

Satisfaction of Second Mortgage for Shawnee L. Briggs Through State Housing Initiative Partnership Emergency Repair Program; and Satisfaction of Second Mortgage for Roscoe J. Holly and Tammy M. Holly Through State Housing Initiative Partnership Down Payment Assistance Program

RESULT:	**ADOPTED**
MOVER:	John Allocco
SECONDER:	Steve Champion
AYES:	Campbell, Amsler, Champion and Allocco
ABSENT:	Hawkins

Instr #2013056928 BK:3045 PG:420 Filed & Recorded:10/8/2013 4:07:38 PM,#Pgs:3
Rec Fees:$27.00 CAR Deputy Clk, Don Barbee Jr, Hernando County Clerk of Court

3/2

Return To:
Hernando County Housing Authority
1661 Blaise Road
Brooksville, FL 34601

R

HERNANDO COUNTY EMERGENCY ROOF REPAIR PROGRAM
DEFERRED PAYMENT LOAN AGREEMENT

THIS AGREEMENT, MADE THIS 13th day of **September, 2013** and between **Shawnee L. Briggs,** of **Hernando County** hereafter referred to as "Owner-Occupant", and HERNANDO COUNTY, a political subdivision of the State of Florida, through its Housing Rehabilitation Program, hereinafter referred to as "Housing Rehabilitation Program", relates to the real property lying in Hernando County, Florida, described as follows:

Legal Description:
LOT 8, BLOCK 1048, SPRING HILL, UNIT 16 ACCORDING TO PLAT THEREOF AS RECORDED IN PLAT BOOK 9, PAGE 18-30, OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA.

Property Address: 4361 Candler Avenue, Spring Hill, FL 34609

WITNESSETH:
WHEREAS, the Owner-Occupant proposes to finance the cost of rehabilitation work on the above described property from the proceeds of a Deferred Payment Loan made, or to be made, available to the Owner-Occupant by the Housing Rehabilitation Program. The Loan is funded from the Hernando County SHIP Program, and

WHEREAS, as long as at least one of the Owner-Occupants who was awarded the Deferred Payment Loan under the Housing Rehabilitation Program remains the Owner-Occupant in the twenty year period from the date hereof. The Deferred Payment Loan requires repayment when the unit is sold, or no longer the primary residence of the loan recipient or at the end of the loan term.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein and other good and valuable consideration, it is agreed as follows:

1. The principal amount of the Deferred Payment Loan is **SIX THOUSAND FIVE HUNDRED FIFTY DOLLARS AND 00/100 ($6,550.00).** Receipt of which is hereby acknowledged by owner-occupant(s) and shall be based upon the final approved rehabilitation Contract price (unless other funds supplied by the Owner-Occupant, if any).

2. The term of the Deferred Payment Loan for rehabilitating the above described property shall be twenty years from the date hereof, at a zero percent (0%) annual rate of interest.

3. The amount of the Loan as herein provided shall also include any change orders approved expending government funds and shall be a lien against the property as described herein. Said lien shall be due and payable after the Owner-Occupant has completed the full twenty year term of this Agreement, or paid to the Housing Rehabilitation Program the balance of the Deferred Payment Loan that may become due to the Program as a result of the Owner-Occupant's default of the terms of this Agreement.

4. Sale or transfer of ownership of said property during the twenty year term of this Agreement shall constitute a default.

5. Upon default, the Deferred Payment Loan principal amount by date of default levied hereby shall be payable in full to the Housing Rehabilitation Program within thirty (30) days after such default occurs; provided, however, that the governing authority of the municipality may, by resolution, provide for the payment of any lien in not more than ten (10) equal annual installments from the date of said resolution, with interest thereon not exceeding six (6%) percent per annum, on the unpaid balance. Nevertheless, the Owner-Occupant of the property may pay the full amount of principal then remaining unpaid, plus accrued interest only, at any time. All unpaid sums, penalties and interest shall be and remain a lien on the above described real property in favor of the Housing Rehabilitation Program and such lien shall have priority over all other liens and encumbrances whatsoever except any liens for federal, state and local taxes due on the property, and any liens (including mortgages) recorded before the recording of the Agreement.

If said lien shall be in fault for a period of thirty days (30), the Housing Rehabilitation Program may enforce the same by a suit in equity according to the provisions of the Florida Statutes or other applicable law, and the Owner shall be responsible for all costs incurred in such proceedings, including a reasonable attorney's fee.

6. Failure of the Housing Rehabilitation Program to exercise such default options shall not constitute a waiver of such options on any subsequent occasions.

7. The Owner-Occupant agrees to maintain flood hazard insurance if in a 100 year flood plain, flood insurance on the property for the full replacement value of the rehabilitated unit. Said flood insurance shall be maintained for the duration of the DPL and shall list the Housing Rehabilitation Program as a mortgagee in the loss - payable provision thereof as its interest may appear.

8. If at any time it is determined by the Program that the Owner-Occupant qualified for and received Housing Rehabilitation funds under fraudulent pretenses or statements, or by any other means of misrepresentation, the full amount of the Deferred Payment Loan shall immediately become due and payable to the Housing Rehabilitation Program by the Owner-Occupant.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year above first written.

Jerry Rockey
Witness #1

Linda Watkins
Witness #2

Shawnee Briggs
Owner-Occupant
Shawnee L. Briggs

Witness #1

Witness #2

Co-Occupant

STATE OF FLORIDA

Before me, the undersigned authority, this 13th day of September 2013, personally appeared Shawnee L. Briggs of Hernando County who acknowledges before me that she freely and voluntarily executed this Agreement for the purpose therein expressed.

(Seal)

Notary Public, State of Florida
Maida M Watkins
Print Name

NOTARY PUBLIC-STATE OF FLORIDA
Maida M. Watkins
Commission # DD972207
Expires: MAR. 17, 2014
BONDED THRU ATLANTIC BONDING CO., INC.

Personally Known _____
Produced Identification ✓
Type of I.D. FL Drivers License
B620-792-62-891-0

LOCAL GOVERNMENT AUTHORIZATION OF DEFERRED PAYMENT LOAN AGREEMENT:

Before me, the undersigned authority, this 13th day of September 2013, personally appeared Donald C Singer of Hernando County who acknowledges before me that he freely and voluntarily executed this Agreement for the purpose therein expressed.

Attest: _____
Donald C. Singer, Executive Director
Hernando County Housing Authority

(Seal)

Notary Public, State of Florida
Maida M Watkins
Print Name

NOTARY PUBLIC-STATE OF FLORIDA
Maida M. Watkins
Commission # DD972207
Expires: MAR. 17, 2014
BONDED THRU ATLANTIC BONDING CO., INC.

Personally Known ✓
Produced Identification _____
Type of I.D. _____

SATISFACTION OF MORTGAGE

HERNANDO COUNTY, FLORIDA

State Housing Initiative Partnership (SHIP)

Emergency Repair Program

-For Recording Use Only Above Line-

KNOWN ALL MEN BY THESE PRESENTS: That HERNANDO COUNTY, a political subdivision of the State of Florida, whose address is 15470 Flight Path Drive, Brooksville, Florida 34604; the owner and holder of a certain mortgage executed by SHAWNEE L. BRIGGS to HERNANDO COUNTY, bearing date of September 13, 2013, recorded in Official Records Book 3045, Page 420, in the Public Records of Hernando County, Florida, securing certain note in the principal sum of Six Thousand Five Hundred Fifty and 00/100 Dollars ($6,550.00), and certain promises and obligations set forth in said mortgage, upon the property situated in Hernando County, Florida as follows, to wit:

LOT 8, BLOCK 1048, SPRING HILL, UNIT 16, ACCORDING TO PLAT THEREOF AS RECORDED IN PLAT BOOK 9, PAGES 18-30, OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA

Which has an address of: **4361 Candler Avenue, Spring Hill, FL 34609**

hereby acknowledges satisfaction of said note and mortgage deed, and surrenders the same as canceled, and hereby directs the Clerk of the Circuit Court of Hernando County, Florida to cancel same of record.

IN WITNESS WHEREOF, Hernando County has set its hand and seal this _____ day of _____, 2026.

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

_____

Jerry Campbell, Chairman

ATTEST:

_____

Douglas A. Chorvat, Jr., Clerk of the Circuit Court

Approved for Form and Legal Sufficiency:

By: Natasha López Perez

County Attorney's Office

STATE OF FLORIDA

COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2026, by Jerry Campbell, Chairman of the Hernando County Board of County Commissioners, who ☐ is personally known to me or ☐ has produced _____ as identification.

_____

(Signature of person taking acknowledgment)

_____

(Name typed, printed or stamped)

_____

(Title or rank) (Serial number, if any)

Prepared By & Return To: Hernando County Housing & Supportive Services, 621 West Jefferson Street, Brooksville, FL 34601

Instr #2014011802 BK: 3079 PG: 98, Filed & Recorded: 3/10/2014 4:17 PM PAG Deputy Clk, #Pgs:9
Don Barbee Jr,Clerk of the Circuit Court Hernando COUNTY FL
Rec Fees: $78.00 Mtg Stamp: $35.00

9 pgs
R-ENV
4

TITLE & ABSTRACT AGENCY OF AMERICA INC
4630 WOODLAND CORPORATE BLVD - STE 160
TAMPA, FL 33614

HERNANDO COUNTY
HOUSING AUTHORITY
1661 Blaise Drive
BROOKSVILLE, FL 34601

78.00
35.00
exempt

SECOND MORTGAGE UNDER HERNANDO COUNTY, FLORIDA HOMEOWNERSHIP PROGRAM DOWN PAYMENT ASSISTANCE PROGRAM

This is a Mortgage where the Balance is due upon the sale or when the Unit should no longer be the primary residence of the borrower.

THIS SECOND MORTGAGE is made this 25th day of FEBRUARY 2014, between the Mortgagor, **Roscoe J. Holly, Jr. & Tammy M. Holly, (a married couple)** herein the "Borrower" and the Mortgagee, Hernando County, a political sub-division of the State of Florida whose address is 20 North Main Street, Brooksville, FL 34601-2800 (herein the "County").

WHEREAS, the Borrower has applied for a loan under the County's Down Payment Assistance Program for the purchase of the Property (as defined herein), which Mortgage Loan shall be secured by a first mortgage lien (the "First Mortgage") in favor of, **Paramount Residential Mortgage Group and Secretary of Housing and Urban Development, its successors and/or assigns, as their interests may appear** the Borrower has applied to the County for a Down Payment Assistance Loan in the amount of **Ten Thousand Dollars and 00/100 ($10,000.00)** (the "Loan"), the Borrower, along with his/her/their family, intends to reside as a household in the Property (as defined herein), which Property is a single-family residence, the Borrower's total family income at the time of its application for the Loan is less than One Hundred Twenty Percent (120%) of Hernando County's or the State of Florida's median family income, whichever is greater, the Borrower is eligible to participate in the County's Down Payment Assistance Program, and the County has agreed to extend and has extended a loan to the Borrower pursuant to said program; and

WHEREAS, the Borrower is indebted to the County in the principal **Ten Thousand Dollars and 00/100 ($10,000.00),** which indebtedness is evidenced by the Borrower's Promissory Note dated **_____, 2014,** and extensions and renewals dated thereof (herein "Note"), providing for payment of principal indebtedness, if not sooner paid, due and payable on the sale of the property or when it is no longer the Borrower's primary residence.

TO SECURE to the County the repayment of the indebtedness evidenced by the Note; the payment of all other sums, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of the Borrower herein contained, the Borrower does hereby mortgage, grant and convey to the County the following described property located in the County of Hernando, State of Florida:

LOT 13, BLOCK 745, SPRING HILL UNIT 12, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGES 74 THROUGH 83, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA.

which has an address **1451 Godfrey Avenue** (*Street*) **Spring Hill** (*City*)
Florida ***34609*** (herein the "Property Address");
(*Zip Code*)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are

hereinafter referred to as the "Property."

BORROWER COVENANTS, represents and warrants to the County and its successors and assigns that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property that the Property is unencumbered, except for the mortgage lien of the First Mortgage in favor of **Paramount Residential Mortgage Group and Secretary of Housing and Urban Development, its successors and/or assigns, as their interest may appear** borrower covenants, represents and warrants to the County and its successors and assigns that Borrower will defend generally the title to the Property against all claims and demands, subject to the mortgage lien of the First Mortgage and other encumbrances of record.

BORROWER FURTHER COVENANTS and agrees with the County as follows:

1. Payment. The Borrower shall promptly pay when due the indebtedness evidenced by the Note.

2. Prior Mortgages and Deeds of Trust; Charges; Liens. The Borrower shall perform all of the Borrower's obligations under the First Mortgage and any other mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including the Borrower's covenants to make payments when due. The Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

3. Hazard Insurance. The Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as the County may require and in such amounts and for such periods as the County may require.

The insurance carrier providing the insurance shall be chosen by the Borrower subject to approval by the County; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to the County and shall include a standard mortgage clause in favor of, and in a form acceptable to the County. The County shall have the right to hold the policies and renewals thereof, subject to the terms of the First Mortgage and any other mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, the Borrower shall give prompt notice to the insurance carrier and to the County. The County may make proof of loss if not made promptly by the Borrower.

If the Property is abandoned by the Borrower, or if the Borrower fails to respond to the County within thirty (30) days from the date notice is mailed by the County to the Borrower that the insurance carrier offers to settle a claim for insurance benefits, the County is authorized to collect and apply the insurance proceeds at the County's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

4. Preservation and Maintenance of Property, Leaseholds; Condominiums; Planned Unit Developments. The Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property. If this Mortgage is on a unit in a condominium or a planned unit development, the Borrower shall perform all of the Borrower's obligations under the declaration or covenants creating or governing such condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

5. Protection of County's Security. If the Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects the County's interest in the Property, then the County may do and pay whatever is necessary to protect the value of the Property and County's rights in the Property, including payment of taxes, hazard insurance and other items as may be required by this Mortgage. Pursuant thereto, the County may disburse such sums on Borrower's behalf, including reasonable attorneys' fees, and take such action as is necessary to protect the County's interest in the Property. If the County required mortgage insurance as a condition of making the Loan secured by this Mortgage, the Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with the Borrower's and the County's written agreement or applicable law.

Any amounts disbursed by the County pursuant to this Paragraph 5, with interest thereon, at the rate of twelve percent (12%) per annum, shall become additional indebtedness of the Borrower secured by this Mortgage. Unless the parties agree to other terms of payment, such amounts shall be payable upon notice from the County to the Borrower requesting payment thereof. Nothing contained in this Paragraph 5 shall require the County to incur any expense or take any action hereunder.

6. Inspection. The County may make or cause to be made reasonable entries upon and inspections of the Property; provided that the County shall give the Borrower notice prior to any such inspection specifying reasonable cause therefore related to the County's interest in the Property.

7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to the County, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

8. Borrower Not Released; Forbearance By County Not a Waiver. Extension of the time for payment or modification of the sums secured by this Mortgage granted by the County to any successor in interest of the Borrower shall not operate to release, in any manner, the liability of the original Borrower and the Borrower's successors in interest. The County shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify the sums secured by this Mortgage by reason of any demand made by the original Borrower and the Borrower's successors or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

9. Successors and Assigns Bound; Joint and Several Liability, Co-signers. The covenants and agreements herein contained shall find, and the rights hereunder shall insure to, the respective successors and assigns of the County and the Borrower, subject to the provisions of Paragraph 14 hereof. If more than one Borrower executes this Mortgage, all covenants, representations, warranties and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note; (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to the County under the terms of this Mortgage; (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that County and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

10. Notice. Except for any notice required under applicable law to be given in another manner; (a) any notice to the Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified or registered mail, postage prepaid, addressed to the Borrower at the Property Address or at such other address as the Borrower may designate by notice to the County as provided herein, and (b) any notice to the County shall be given by certified or registered mail, postage prepaid, to the County's address stated on page 1 hereof, or to such other address as the County may designate by notice to the Borrower as provided herein. Any notice provided for in this mortgage shall be deemed to have been given to the Borrower or the County when given in the manner designated herein.

11. Governing Law; Severability; Costs. This Mortgage shall be governed by the laws of the State of Florida, and, to the extent applicable hereto, the laws and regulations of the United States of America. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this and the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

12. Borrower's Copy. Borrower shall be furnished a conformed copy of the Notice and of this Mortgage at the time of execution or after recordation hereof.

13. Rehabilitation Loan Agreement. Borrower shall fulfill all of the Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with N/A the County, at the County's option, may require Borrower to execute and deliver to the County, in a form acceptable to the County, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

14. Transfer of the Property. If all or any part of the Property or any interest in it is sold, transferred gifted or otherwise conveyed, whether by voluntary act, involuntarily, by operation of law or otherwise, or if the Borrower is divested of title by judicial sale, levy or other proceeding, or if foreclosure action is instituted against the Property, or if the Property is leased or rented, all sums secured by this Mortgage shall immediately become due and payable as provided herein.

The County shall give Borrower notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is given as provided in Paragraph 10 hereof within which the Borrower must pay all

sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, the County may invoke any remedies permitted by this Mortgage without further notice or demand on the Borrower.

15. Acceleration; Remedies. Except as provided in Paragraph 14 hereof, upon the Borrower's breach of any covenant or agreement of the Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, or in the event that the Borrower shall have made material misrepresentations or material omissions in his/her/their application for a Down Payment Assistance Loan, the County, at the County's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Prior to acceleration of this Mortgage, the County shall give notice to the Borrower as provided in Paragraph 10, thereof specifying (1) the breach (if the breach is curable); (2) the action required to cure such breach; (3) a date, not less than ten (10) days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. The County shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, court costs, and cost of documentary evidence, abstracts and title reports.

16. Borrower's Right to Reinstate. Notwithstanding the County's acceleration of the sums secured by this Mortgage due to the Borrower's breach, the Borrower shall have the right to have any proceedings begun by the County to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) the Borrower pays the County all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) the Borrower cures all breaches of any other covenants or agreements of the Borrower contained in this Mortgage; (c) the Borrower pays all reasonable expenses incurred by the County in enforcing the covenants and agreements of the Borrower contained in this Mortgage, and in enforcing the County's remedies as provided in Paragraph 15 hereof, including, but not limited to, reasonable attorneys' fees and court costs; and (d) the Borrower takes such action as the County may reasonably require to assure that the lien of this Mortgage, the County's interest in the Property and the Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by the Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

17. Assignment of Rents; Appointment of Receiver. As additional security hereunder, the Borrower hereby assigns to the County the rents of the Property, provided that the Borrower shall, prior to acceleration under Paragraph 15, hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under Paragraph 15 hereof or abandonment of the Property, the County shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

18. Release. Upon payment of all sums secured by this Mortgage, the County shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

19. Attorney's Fees. As used in this Mortgage and in the Note, "attorneys' fees" shall include attorneys' fees, if any, incurred in connection with the collection or enforcement of this Mortgage or of the Note, whether or not suit is brought and whether incurred at trial, on appeal, in bankruptcy proceedings or otherwise.

20. Special Homeownership Assistance Program; Down Payment Assistance Program; Covenants, Representations. The Borrower covenants, represents and warrants to the County that: (a) the Borrower, along with his/her/their family, intends to reside as a household in the Property; (b) the Property is a single-family residence, (c) the Borrower's total family income at the time of its application for the Loan was less than one hundred twenty percent (120%) of Florida or Hernando County's median income (whichever is greater), and (d) the Borrower is eligible to participate in the County's Down Payment Assistance Program.

The County consents to any agreement or arrangement in which the First Lender waives, postpones, extends, reduces or modifies any provisions of the First Note and the First Mortgage, including any provision requiring the

repayment of money.

If any provision of the Promissory Note of the Second Mortgage conflicts with any provision of the First Note or the First Mortgage, the terms and provisions of the First Note and the First Mortgage shall govern.

In the event of a foreclosure or a deed in lieu of foreclosure of the First Mortgage, any provision herein or in any collateral agreement restricting the use of the Property or restricting the Borrower's ability to sell the Property shall have no further force or effect on subsequent owners or purchasers of the Property. Any person, including his successors and assigns (other than the Borrower or a related entity or person to the Borrower), receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the First Mortgage shall receive title to the Property free and clear from such restrictions. Furthermore, if the First Lender acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of this Second Mortgage shall automatically terminate upon the First Lender's acquisition of title.

NOTICE TO BORROWER

DO NOT SIGN THIS MORTGAGE IF IT CONTAINS BLANK SPACES. ALL SPACES SHOULD BE COMPLETED BEFORE YOU SIGN.

THIS IS A MORTGAGE WHERE THE PRINCIPAL BALANCE DUE IS $10,000.00 TOGETHER WITH ACCRUED INTEREST, IF ANY, UNDER THE TERMS OF THIS SECOND MORTGAGE.

Signed, sealed and delivered in the presence of:

_____

Witness #1

DAVID RAMSEY

Name:

Tracy Ramsey

Witness #2

Tracy Ramsey

Name:

Borrower

Roscoe J. Holly, Jr. **Signature**

Address

Borrower

Tammy M. Holly **Signature**

Address

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing was acknowledged before me this 25th day of FEBRUARY 2014, by ROSCOE J. HOLLY, JR. & TAMMY M. HOLLY who is personally known to me or who has produced a valid driver's license as identification and who did not take an oath.

DAVID T. FOSTER
Name (type, print or stamp name)
Notary Public
My Commission Expires 6/3/16

PREPARED BY:
HERNANDO COUNTY HOUSING AUTHORITY
1661 Blaise Drive
BROOKSVILLE, FL. 34601
(352) 754-4160

DAVID T. FOSTER
MY COMMISSION # EE 201782
EXPIRES: June 3, 2016
Bonded Thru Budget Notary Services

HERNANDO COUNTY
HOUSING AUTHORITY
1661 BLAISE DRIVE
BROOKSVILLE, FL 34601

PROMISSORY NOTE
HERNANDO COUNTY, FLORIDA
HOMEOWNERSHIP ASSISTANCE PROGRAM
DOWN PAYMENT ASSISTANCE LOAN

Date: FEBRUARY 25 *2014, Brooksville, Florida*

Borrower(s): Roscoe J. Holly, Jr. and Tammy M. Holly

Property Address: 1451 Godfrey Avenue, Spring Hill, FL 34609

Property Legal Description:

LOT 13, BLOCK 745, SPRING HILL UNIT 12, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGES 74 THROUGH 83, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA.

Parcel ID # R32 323 17 5120 0745 0130

1. BORROWERS PROMISE TO PAY

I/We promise to pay **Ten Thousand Dollars and 00/100 ($10,000.00)** this amount will be called "principal") to the order of HERNANDO COUNTY, FLORIDA, whose address is 20 North Main Street, Brooksville, Fl 34601-2800 (the "Lender") or to any other holder of this Note. I/We understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note will be called the "Note Holder".

2. INTEREST

Interest on this Note shall be zero percent (0%) per annum.

3. PAYMENTS

Principal payment shall be deferred until the house is sold or ceases to be the individual/family's primary residence. In the event that I/We sell, transfer, or rent my/our home, or in the event I/We cease to occupy the home as the individual/family's primary residence for any voluntary or involuntary reason, I/We agree to immediately pay the entire sum due under this Note. My/Our total payment shall be **Ten Thousand Dollars and 00/100 ($10,000.00)**.

I/We will make my/our payment at Lender's address as stated in Section 1 above, or at different place if required by the Note Holder.

4. BORROWER'S PAYMENT BEFORE THEY ARE DUE

I/We have the right to make payment, in full, on this Note at any time before it is due. Such payment is known as a "full prepayment". No partial prepayments can be made at any time on the principal of the loan. When I/We make full payment, I/We will inform the Note Holder in a letter that I/We am/are doing so.

5. BORROWER'S FAILURE TO PAY AS REQUIRED

A) DEFAULT:

If I/We do not pay the full amount as required in Section 3 above, I/We will be in default. If I/We am/are in default, the Note Holder may bring about any action not prohibited by applicable law and require me/us to pay Holder's cost and expenses as described in Section B below.

B) PAYMENT OF NOTE HOLDER'S COST AND EXPENSES

If the Note Holder takes such actions as described above the Note Holder will have the right to be paid back for all of its costs and expenses, including but not limited to reasonable attorney's fees.

6. THIS NOTE SECURED BY A MORTGAGE

In addition to the protection given to the Note Holder under this Note, a Second Mortgage, dated FEBRUARY 25, 2014, protects the Note Holder from possible losses which might result if I/We do not keep the promises which I/We make in this Note. That Second Mortgage describes how and under what conditions I/We may be required to make immediate payment in full of all amounts that I/We owe under this Note. This Note and the Second Mortgage are non-assumable.

7. BORROWER'S WAIVERS

I/We waive my/our rights to require the Note Holder to do certain things. Those things are: a) to demand payment of the amount due (known as "presentment"); b) to give notice that amounts due have not been paid (known as "notice of dishonor"); and c) to obtain an official certification of nonpayment (known as a "protest"). Any co-signer, guarantor, surety or endorser who agrees to keep the promises I/We have made this Note, by signing this Note or by executing a separate agreement to make payments to the Note Holder if I/We fail to keep my/our promises under this Note, or who sign this Note to transfer it to someone else also waives these rights.

8. GIVING NOTICE

Any notice that must be given to me/us under this Notice will be given by delivering it or by mailing it by certified or registered mail, postage prepaid, addressed to me/us at the Property Address above. A notice will be delivered or mailed to me/us at a different address if I/We give the Notice Holder a notice of an address change.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by certified or registered mail, postage prepaid, to the Note Holder at the Lender's address stated in Section 1 above. A notice will be mailed to the Note Holder at a different address if I/We give a notice of an address change.

9. RESPONSIBILITY OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each of us is fully and personally obligated to pay the full amount owed and to keep all of the promises made in this Note. Any guarantor, surety, or endorser

of this Note (as described in Section 7 above) is also obligated to do these things. The Note Holder may enforce its rights under this Note against each of us individually or against all of us together and may enforce its rights against any of us in any order. This means that any one of us may be required to pay all of the amounts owed under this Note.

10. *NOTICES TO BORROWER(S)*

This Promissory Note and the Second Mortgage Agreement securing payment of this Mortgage Note is expressly made subject and subordinate to the terms and conditions specified in that certain Promissory Note having an original principal face amount of $_____ dated _____, 2014, the ("First Note"), made by Borrower payable to **Paramount Residential Mortgage Group and Secretary of Housing and Urban Development, its successors and/or assigns, as their interests may appear** ("First Lender") and secured by that certain Mortgage from Borrower to the First Lender, dated _____, 2014, recorded in Official Record Books _____, page _____, in the Clerk's Office of Hernando County, Florida(the First Mortgage).

The Lender consents to any agreement of arrangement in which the First Lender waives, postpones, extends, reduces or modifies any provisions of the First Note or the First Mortgage, including any provision requiring the repayment of money

If any provision of this Promissory Note or the Second Mortgage Agreement conflicts with any provision of the First Note or the First Mortgage Agreement, the terms and provision of the First Note and the First Mortgage Agreement shall govern.

NOTICE TO BORROWER(S)

DO NOT SIGN THIS NOTE IF IT CONTAINS BLANK SPACES.
ALL SPACES SHOULD BE COMPLETED BEFORE YOU SIGN.

Signature: **Roscoe J. Holly, Jr.**

Signature: **Tammy M. Holly**

PREPARED BY:
HERNANDO COUNTY HOUSING AUTHORITY
1661 BLAISE DRIVE
BROOKSVILLE, FL. 34601
Phone (352) 754-4160

SATISFACTION OF MORTGAGE

HERNANDO COUNTY, FLORIDA

State Housing Initiative Partnership (SHIP)

Down Payment Assistance Program

-For Recording Use Only Above Line-

KNOWN ALL MEN BY THESE PRESENTS: That **HERNANDO COUNTY**, a political subdivision of the State of Florida, whose address is 15470 Flight Path Drive, Brooksville, Florida 34604; the owner and holder of a certain mortgage executed by **ROSCOE J. HOLLY, JR.** and **TAMMY M. HOLLY** to **HERNANDO COUNTY**, bearing date of February 25, 2014, recorded in Official Records Book 3079, Page 98, in the Public Records of Hernando County, Florida, securing certain note in the principal sum of Ten Thousand and 00/100 Dollars ($10,000.00), and certain promises and obligations set forth in said mortgage, upon the property situated in Hernando County, Florida as follows, to wit:

LOT 13, BLOCK 745, SPRING HILL UNIT 12, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGES 74 THROUGH 83, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA

Which has an address of: **1451 GODFREY AVE., SPRING HILL, FL 34609**

hereby acknowledges satisfaction of said note and mortgage deed, and surrenders the same as canceled, and hereby directs the Clerk of the Circuit Court of Hernando County, Florida to cancel same of record.

IN WITNESS WHEREOF, Hernando County has set its hand and seal this _____ day of _____, 2026.

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

_____

Jerry Campbell, Chairman

ATTEST:

_____

Douglas A. Chorvat, Jr., Clerk of the Circuit Court

Approved for Form and Legal Sufficiency:

By: Natasha López Perez

County Attorney's Office

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2026, by Jerry Campbell, Chairman of the Hernando County Board of County Commissioners, who ☐ is personally known to me or ☐ has produced _____ as identification.

_____

(Signature of person taking acknowledgment)

_____

(Name typed, printed or stamped)

_____

(Title or rank) (Serial number, if any)

Prepared By & Return To: Hernando County Housing & Supportive Services, 621 West Jefferson Street, Brooksville, FL 34601

INSTR #2026041244 BK: 4724 PG: 407 Page 1 of 1
FILED & RECORDED 6/17/2026 3:25 PM AMJ Deputy Clk
Doug Chorvat, Jr., HERNANDO County Clerk of the Circuit Court
Rec Fees: $10.00

SATISFACTION OF MORTGAGE

HERNANDO COUNTY, FLORIDA

State Housing Initiative Partnership (SHIP)

Emergency Repair Program

-For Recording Use Only Above Line-

KNOWN ALL MEN BY THESE PRESENTS: That HERNANDO COUNTY, a political subdivision of the State of Florida, whose address is 15470 Flight Path Drive, Brooksville, Florida 34604; the owner and holder of a certain mortgage executed by SHAWNEE L. BRIGGS to HERNANDO COUNTY, bearing date of September 13, 2013, recorded in Official Records Book 3045, Page 420, in the Public Records of Hernando County, Florida, securing certain note in the principal sum of Six Thousand Five Hundred Fifty and 00/100 Dollars ($6,550.00), and certain promises and obligations set forth in said mortgage, upon the property situated in Hernando County, Florida as follows, to wit:

LOT 8, BLOCK 1048, SPRING HILL, UNIT 16, ACCORDING TO PLAT THEREOF AS RECORDED IN PLAT BOOK 9, PAGES 18-30, OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA

Which has an address of: **4361 Candler Avenue, Spring Hill, FL 34609**

hereby acknowledges satisfaction of said note and mortgage deed, and surrenders the same as canceled, and hereby directs the Clerk of the Circuit Court of Hernando County, Florida to cancel same of record.

IN WITNESS WHEREOF, Hernando County has set its hand and seal this 9 day of June, 2026.

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

Jerry Campbell, Chairman

ATTEST:

Douglas A. Chorvat, Jr., Clerk of the Circuit Court

SEAL

Approved for Form and Legal Sufficiency:

By: Natasha López Perez

County Attorney's Office

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 9 day of June, 2026, by Jerry Campbell, Chairman of the Hernando County Board of County Commissioners, who ☒ is personally known to me or ☐ has produced _____ as identification.

Jessica Wright

(Signature of person taking acknowledgment)

Jessica Wright

(Name typed, printed or stamped)

Notary # HH720462

(Title or rank) (Serial number, if any)

JESSICA WRIGHT Notary Public - State of Florida Commission # HH 720462 My Comm. Expires Dec 12, 2029 Bonded through National Notary Assn.

Prepared By & Return To: Hernando County Housing & Supportive Services, 621 West Jefferson Street, Brooksville, FL 34601

INSTR #2026041245 BK: 4724 PG: 408 Page 1 of 1
FILED & RECORDED 6/17/2026 3:25 PM AMJ Deputy Clk
Doug Chorvat, Jr., HERNANDO County Clerk of the Circuit Court
Rec Fees: $10.00

SATISFACTION OF MORTGAGE

HERNANDO COUNTY, FLORIDA

State Housing Initiative Partnership (SHIP)

Down Payment Assistance Program

-For Recording Use Only Above Line-

KNOWN ALL MEN BY THESE PRESENTS: That HERNANDO COUNTY, a political subdivision of the State of Florida, whose address is 15470 Flight Path Drive, Brooksville, Florida 34604; the owner and holder of a certain mortgage executed by ROSCOE J. HOLLY, JR. and TAMMY M. HOLLY to HERNANDO COUNTY, bearing date of February 25, 2014, recorded in Official Records Book 3079, Page 98, in the Public Records of Hernando County, Florida, securing certain note in the principal sum of Ten Thousand and 00/100 Dollars ($10,000.00), and certain promises and obligations set forth in said mortgage, upon the property situated in Hernando County, Florida as follows, to wit:

LOT 13, BLOCK 745, SPRING HILL UNIT 12, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGES 74 THROUGH 83, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA

Which has an address of: **1451 GODFREY AVE., SPRING HILL, FL 34609**

hereby acknowledges satisfaction of said note and mortgage deed, and surrenders the same as canceled, and hereby directs the Clerk of the Circuit Court of Hernando County, Florida to cancel same of record.

IN WITNESS WHEREOF, Hernando County has set its hand and seal this 9 day of June, 2026.

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

Jerry Campbell, Chairman

ATTEST:

Douglas A. Chorvat, Jr., Clerk of the Circuit Court

SEAL

BOARD OF COUNTY COMMISSIONERS HERNANDO COUNTY, FLORIDA

Approved for Form and Legal Sufficiency:

By: Natasha López Perez

County Attorney's Office

STATE OF FLORIDA

COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 9 day of June, 2026, by Jerry Campbell, Chairman of the Hernando County Board of County Commissioners, who ☒ is personally known to me or ☐ has produced _____ as identification.

Jessica Wright

(Signature of person taking acknowledgment)

Jessica Wright

(Name typed, printed or stamped)

Notary HH# 720462

(Title or rank) (Serial number, if any)

JESSICA WRIGHT
Notary Public - State of Florida
Commission # HH 720462
My Comm. Expires Dec 12, 2029
Bonded through National Notary Assn.

Prepared By & Return To: Hernando County Housing & Supportive Services, 621 West Jefferson Street, Brooksville, FL 34601

Board of County Commissioners

AGENDA ITEM

Meeting: 06/09/2026
Department: Utilities
Prepared By: Jared Bedingfield
Initiator: Brad Smith
DOC ID: 17522
Legal Request Number: 2026-265-1
Bid/Contract Number:

TITLE

Acceptance of Perpetual Utility Easement From SV Tampa Land, L.P., With Hernando County Water and Sewer District for Pinery Subdivision Located at Seville Clubhouse Drive

RESULT:	**ADOPTED**
MOVER:	John Allocco
SECONDER:	Steve Champion
AYES:	Campbell, Amsler, Champion and Allocco
ABSENT:	Hawkins

Prepared by and Return to:
Hernando County Attorney's Office
20 North Main Street, Suite 462
Brooksville, Florida 34601

PERPETUAL UTILITY EASEMENT

THIS EASEMENT, made this _____day of _____, 2026, between **SV TAMPA LAND, L.P.**, a Delaware limited partnership, whose mailing address is of 591 West Putnam Ave., Greenwich, Connecticut 06830, hereinafter referred to as the "**Grantor**", and **HERNANDO COUNTY WATER AND SEWER DISTRICT**, a body corporate and politic of the State of Florida, by and through its Board of County Commissioners, whose address is 15470 Flight Path Drive, Brooksville, Florida 34604, hereinafter referred to as the "**Grantee**":

WITNESSETH:

The Grantor in consideration of the sum of Ten Dollars and No Cents ($10.00) and other good and valuable consideration in hand paid by the said Grantee to the Grantor, receipt whereof is hereby acknowledged, has granted, quitclaimed and conveyed unto the said Grantee, its successors and assigns forever, a Perpetual Utility Easement and right-of-way, hereinafter referred to as the "**Easement**", for the purpose of clearing, excavating, constructing, inspecting, improving, repairing and/or maintaining public utility facilities in, upon, under, over, across and through the following described land in the County of Hernando, State of Florida, to wit:

See **Exhibits "A" & "B"** for **Perpetual Utility Easement**;
See **Exhibits "C", "D", "E", & "F"** for **Sanitary Force Main Easement**
(legal descriptions and sketches consisting of 6 sheets)
attached hereto and made a part hereof by reference.

Parcel ID Number: R05 421 18 0000 0010 0000

TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns forever, together with the reasonable right to enter and depart over and upon adjoining lands of the Grantor for the purpose of exercising the rights herein granted, so long as the land is restored to as good or better condition than originally found upon completion of construction or maintenance.

Grantor covenants to the Grantee that it is lawfully seized of said land and that it has good, right and lawful authority to grant this Easement.

Grantor hereby covenants and agrees that the Grantor shall not locate, place, construct, install, create, permit or allow any buildings or permanent structures or obstacles (including but not limited to landscaping, trees, fences and walls) within the Easement and the Grantor shall not interfere with the Grantee's utility facilities within the Easement.

Grantor further covenants to indemnify and hold harmless Grantee from any and all damages and injuries, whether to persons or property, resulting from interference with the Grantee's utility facilities by the Grantor or its officers, directors, employees, agents, guests, heirs, successors, or assigns.

This Easement shall be recorded in the Public Records of Hernando County, Florida.

IN WITNESS WHEREOF, Grantor has caused these presents to be duly signed the day and year first above written.

WITNESSES:

GRANTOR:

SV TAMPA LAND, L.P., a Delaware limited partnership

Witness: Julia Chung

Print Name: Julia Chung
Address: 9040 Town Center Pkwy #200
Lakewood Ranch, FL 34202

By: _____
Name: John Brian
Title: Authorized Signatory

Witness: _____

Print Name: JENNIFER LAPEMINA
Address: 9040 TOWN CENTER PKWY #200
LAKEWOOD RANCH, FL 34202

STATE OF Florida
COUNTY OF Manatee

The foregoing instrument was acknowledged before me by ☒ physical presence or ☐ online notarization on this 11 day of May, 2026, by John Brian, as Authorized Signatory of **SV TAMPA LAND, L.P.**, a Delaware limited partnership, on behalf thereof, and who ☒ is personally known to me or ☐ has produced a driver's license as identification.

DIANA FORBES
MY COMMISSION # HH 693292
EXPIRES: June 30, 2029

[AFFIX NOTARIAL SEAL]

_____
Signature of Notary
Print Name: Diana Forbes
Commission No.: HH693292
My Commission Expires: 6/30/29

Exhibit A

PINERY
PERPETUAL UTILITY EASEMENT

DESCRIPTION: A parcel of land lying in Section 8, Township 21 South, Range 18 East, Hernando County, Florida, being more particularly described as follows:

COMMENCE at the Northwest corner of TRACT "A", according to the plat of SEVILLE GOLF COMMUNITY THE BARCELONA, UNIT 1, as recorded in Plat Book 27, Pages 27 and 28, of the Public Records of Hernando County, Florida, also being a point on the Easterly boundary of PARCEL "C" (Seville Parkway), according to the plat of SEVILLE PARKWAY PHASE ONE, as recorded in Plat Book 27, Pages 24 through 26 inclusive, of the Public Records of Hernando County, Florida, now known as Everbranch Parkway, run thence N.63°33'01"W., 60.00 feet to a point on a curve on the Westerly boundary of said PARCEL "C" (Seville Parkway by Plat, now known as Everbranch Parkway); thence along said Westerly boundary of PARCEL "C" (Seville Parkway by Plat, now known as Everbranch Parkway), the following two (2) courses: 1) Southwesterly, 52.68 feet along the arc of a curve to the right having a radius of 760.29 feet and a central angle of 03°58'13" (chord bearing S.28°26'05"W., 52.67 feet) to the **POINT OF BEGINNING**; 2) continue Southwesterly, 114.33 feet along the arc of said curve to the right having the same radius of 760.29 feet and a central angle of 08°36'58" (chord bearing S.34°43'41"W., 114.22 feet); thence N.68°57'46"W., 32.72 feet to a point on a curve; thence Northerly, 37.86 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 86°46'13" (chord bearing N.22°20'53"W., 34.34 feet) to a point of tangency; thence N.65°44'00"W., 121.17 feet; thence N.24°16'00"E., 70.00 feet; thence S.65°44'00"E., 121.17 feet to a point of curvature; thence Easterly, 37.86 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 86°46'13" (chord bearing N.70°52'54"E., 34.34 feet); thence S.62°30'13"E., 53.49 feet to the **POINT OF BEGINNING.**

Containing 0.358 acres, more or less.

BASIS OF BEARINGS

The Northerly boundary of TRACT "A", according to the plat of SEVILLE GOLF COMMUNITY THE BARCELONA, UNIT 1, as recorded in Plat Book 27, Pages 27 and 28, of the Public Records of Hernando County, Florida, has a Grid bearing of N.88°39'06"E. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North American Horizontal Datum of 1983 (NAD 83 - 2011 ADJUSTMENT) for the West Zone of Florida.

CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
1	760.29	03°58'13"	52.68	52.67	S.28°26'05"W.
2	760.29	08°36'58"	114.33	114.22	S.34°43'41"W.
3	25.00	86°46'13"	37.86	34.34	N.22°20'53"W.
4	25.00	86°46'13"	37.86	34.34	N.70°52'54"E.

PINERY
PERPETUAL UTILITY EASEMENT

No.	Date	Description	Dwn.
REVISIONS			

SHEET NO. 1 OF 2 SHEETS

Prepared For: **SV TAMPA LAND, L.P.**

DESCRIPTION SKETCH
(Not a Survey)

ARTHUR W. MERRITT CERTIFICATE No. 4498 STATE OF FLORIDA REGISTERED LAND SURVEYOR

Digitally signed by Arthur W Merritt
Date: 2026.04.23 12:46:44 -04'00'

Arthur W. Merritt
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 4498

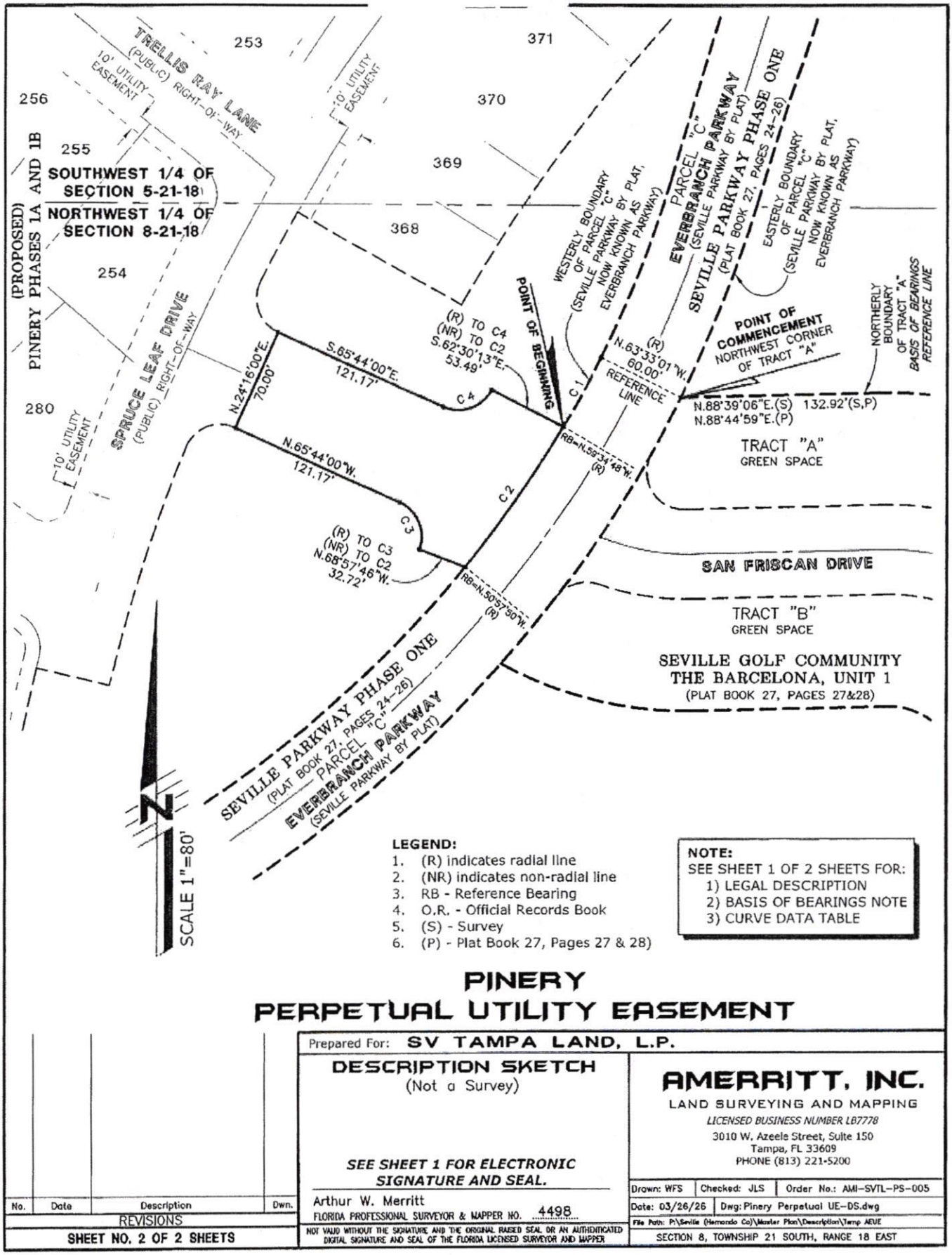
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR AN AUTHENTICATED DIGITAL SIGNATURE AND SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER

AMERRITT, INC.
LAND SURVEYING AND MAPPING
LICENSED BUSINESS NUMBER LB7778
3010 W. Azeele Street, Suite 150
Tampa, FL 33609
PHONE (813) 221-5200

Drawn: WFS	Checked: JLS	Order No.: AMI-SVTL-PS-005
Date: 03/26/26	Dwg: Pinery Perpetual UE-DS.dwg	
File Path: P:\Seville (Hernando Co)\Master Plan\Description\Temp AEUE		

SECTION 8, TOWNSHIP 21 SOUTH, RANGE 18 EAST

Exhibit B



LEGEND:

1. (R) indicates radial line
2. (NR) indicates non-radial line
3. RB - Reference Bearing
4. O.R. - Official Records Book
5. (S) - Survey
6. (P) - Plat Book 27, Pages 27 & 28)

NOTE:
SEE SHEET 1 OF 2 SHEETS FOR:
1) LEGAL DESCRIPTION
2) BASIS OF BEARINGS NOTE
3) CURVE DATA TABLE

PINERY
PERPETUAL UTILITY EASEMENT

No.	Date	Description	Dwn.

REVISIONS

SHEET NO. 2 OF 2 SHEETS

Prepared For: SV TAMPA LAND, L.P.

DESCRIPTION SKETCH
(Not a Survey)

SEE SHEET 1 FOR ELECTRONIC SIGNATURE AND SEAL.

Arthur W. Merritt
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 4498

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR AN AUTHENTICATED DIGITAL SIGNATURE AND SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER

AMERRITT, INC.
LAND SURVEYING AND MAPPING
LICENSED BUSINESS NUMBER LB7778
3010 W. Azeele Street, Suite 150
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PHONE (813) 221-5200

Drawn: WFS	Checked: JLS	Order No.: AMI-SVTL-PS-005
Date: 03/26/26	Dwg: Pinery Perpetual UE-DS.dwg	

File Path: P:\Seville (Hernando Co)\Master Plan\Description\Temp AEVE

SECTION 8, TOWNSHIP 21 SOUTH, RANGE 18 EAST

Exhibit C

PINERY
(PUBLIC) SANITARY FORCE MAIN EASEMENT

DESCRIPTION: A parcel of land lying in Sections 8 and 9, Township 21 South, Range 18 East, Hernando County, Florida, and being more particularly described as follows:

COMMENCE at the Center of said Section 8, also being the Northeast corner of LONDON TERRACE, according to the plat thereof, as recorded in Plat Book 6, Page 74, of the Public Records of Hernando County, Florida for a **POINT OF BEGINNING,** run thence along the South boundary of the Northwest 1/4 of said Section 8 and the Northerly boundary of said LONDON TERRACE, N.89°37'10"W., 348.54 feet; thence N.00°22'50"E., 20.00 feet; thence along a line lying 20.00 feet North of and parallel with the aforesaid South boundary of the Northwest 1/4 of Section 8, S.89°37'10"E., 348.31 feet to a point on the West boundary of the Northeast 1/4 of said Section 8; thence along a line lying 20.00 feet North of and parallel with the South boundary of said Northeast 1/4 of Section 8, S.89°42'20"E., 2641.46 feet to a point on the West boundary of the Northwest 1/4 of the aforesaid Section 9; thence along a line lying 20.00 feet North of and parallel with the South boundary of said Northwest 1/4 of Section 9, S.89°29'40"E., 467.01 feet to a point on the East boundary of the 100 foot Florida Power Corporation Easement, as recorded in Official Records Book 611, Page 299, of the Public Records of Hernando County, Florida; thence along said East boundary of the 100 foot Florida Power Corporation Easement, S.00°04'43"E., 20.00 feet to a point on the aforesaid the South boundary of the Northwest 1/4 of Section 9; thence along said South boundary of the Northwest 1/4 of Section 9, N.89°29'40"W., 466.86 feet to the East 1/4 corner of the aforesaid Section 8; thence along the aforesaid South boundary of the Northeast 1/4 of Section 8, N.89°42'20"W., 2641.54 feet to the **POINT OF BEGINNING**.

Containing 1.587 acres, more or less.

BASIS OF BEARINGS

The South boundary of the Northwest 1/4 of Section 8, Township 21 South, Range 18 East, Hernando County, Florida, has a Grid bearing of N.89°37'10"W. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North American Horizontal Datum of 1983 (NAD 83 - 2011 ADJUSTMENT) for the West Zone of Florida.

PINERY
(PUBLIC) SANITARY FORCE MAIN EASEMENT

No.	Date	Description	Dwn.
REVISIONS			

SHEET NO. 1 OF 4 SHEETS

Prepared For: SV TAMPA LAND, L.P.

DESCRIPTION SKETCH
(Not a Survey)

ARTHUR W. MERRITT CERTIFICATE No. 4498 STATE OF FLORIDA REGISTERED LAND SURVEYOR

Digitally signed by Arthur W Merritt
Date: 2026.03.27 13:41:20 -04'00'

Arthur W. Merritt
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 4498

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR AN AUTHENTICATED DIGITAL SIGNATURE AND SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER

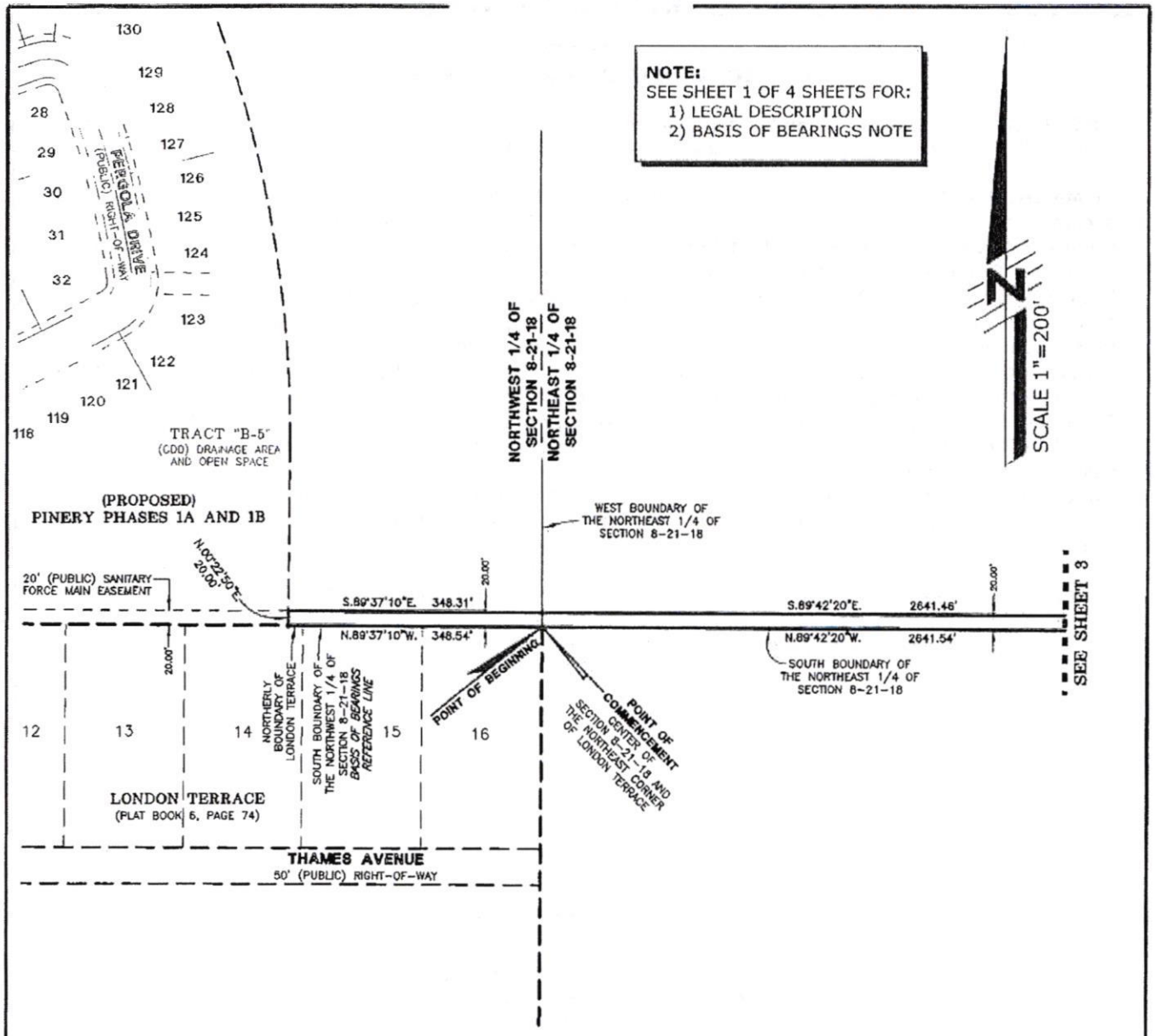
AMERRITT, INC.
LAND SURVEYING AND MAPPING
LICENSED BUSINESS NUMBER LB7778
3010 W. Azeele Street, Suite 150
Tampa, FL 33609
PHONE (813) 221-5200

Drawn: WFS	Checked: JLS	Order No.: AMI-SVTL-PS-005
Date: 03/26/26	Dwg: Pinery FME-DS.dwg	

File Path: P:\Sevilla (Hernando Co)\Master Plan\Description\Force Main Easmt

SECTIONS 8&9, TOWNSHIP 21 SOUTH, RANGE 18 EAST

Exhibit D



PINERY
(PUBLIC) SANITARY FORCE MAIN EASEMENT

No.	Date	Description	Dwn.
REVISIONS			

SHEET NO. 2 OF 4 SHEETS

Prepared For: SV TAMPA LAND, L.P.

DESCRIPTION SKETCH
(Not a Survey)

SEE SHEET 1 FOR ELECTRONIC SIGNATURE AND SEAL.

Arthur W. Merritt
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 4498

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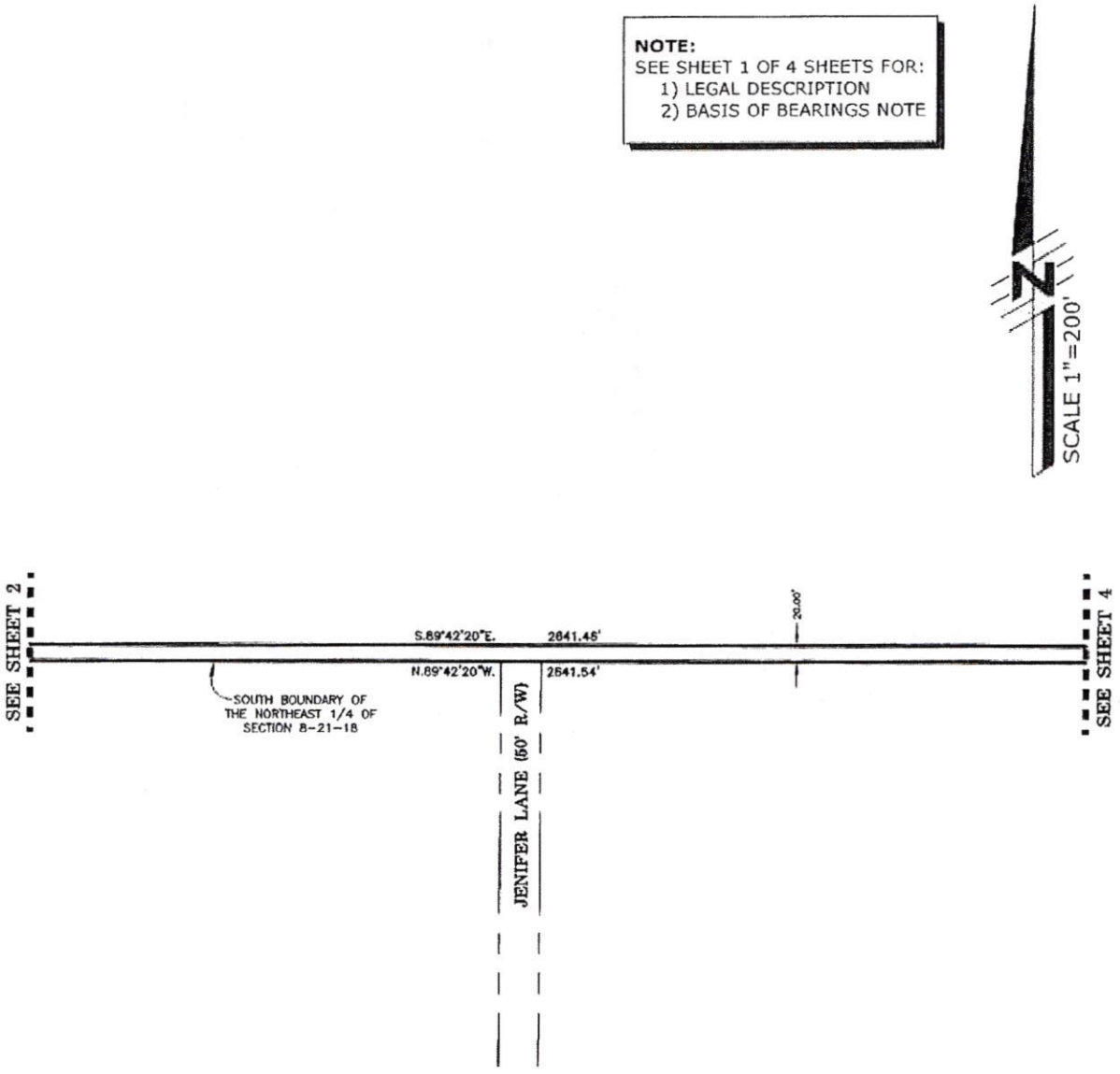
Drawn: WFS	Checked: JLS	Order No.: AMI-SVTL-PS-005
Date: 03/26/26	Dwg: Pinery FME-DS.dwg	

File Path: P:\Seville (Hernando Co)\Master Plan\Desc\p2co\Force Main Esmt

SECTIONS 8&9, TOWNSHIP 21 SOUTH, RANGE 18 EAST

Exhibit E

NOTE:
SEE SHEET 1 OF 4 SHEETS FOR:
1) LEGAL DESCRIPTION
2) BASIS OF BEARINGS NOTE



PINERY
(PUBLIC) SANITARY FORCE MAIN EASEMENT

No.	Date	Description	Dwn.

REVISIONS

SHEET NO. 3 OF 4 SHEETS

Prepared For: **SV TAMPA LAND, L.P.**

DESCRIPTION SKETCH
(Not a Survey)

SEE SHEET 1 FOR ELECTRONIC SIGNATURE AND SEAL.

Arthur W. Merritt
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 4498

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR AN AUTHENTICATED DIGITAL SIGNATURE AND SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER

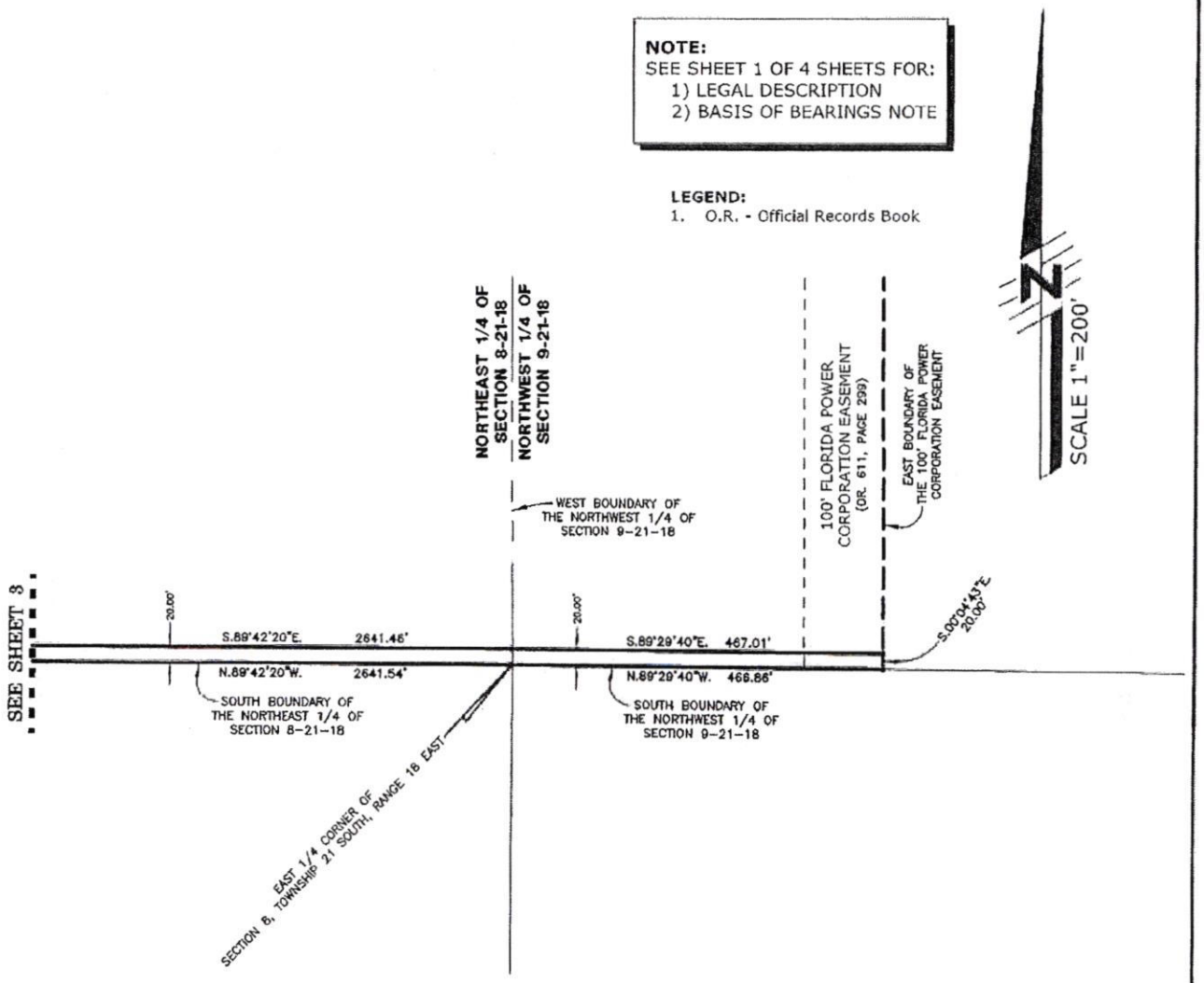
AMERRITT, INC.
LAND SURVEYING AND MAPPING
LICENSED BUSINESS NUMBER LB7778
3010 W. Azeele Street, Suite 150
Tampa, FL 33609
PHONE (813) 221-5200

Drawn: WFS	Checked: JLS	Order No.: AMI-SVTL-PS-005
Date: 03/26/26	Dwg: Pinery FME-DS.dwg	

File Path: P:\Seville (Hernando Co)\Master Plan\Description\Force Main Esmt

SECTIONS 8&9, TOWNSHIP 21 SOUTH, RANGE 18 EAST

Exhibit F



PINERY
(PUBLIC) SANITARY FORCE MAIN EASEMENT

No.	Date	Description	Dwn.

REVISIONS

SHEET NO. 4 OF 4 SHEETS

Prepared For: **SV TAMPA LAND, L.P.**

DESCRIPTION SKETCH
(Not a Survey)

SEE SHEET 1 FOR ELECTRONIC SIGNATURE AND SEAL.

Arthur W. Merritt
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 4498

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR AN AUTHENTICATED DIGITAL SIGNATURE AND SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER

AMERRITT, INC.
LAND SURVEYING AND MAPPING
LICENSED BUSINESS NUMBER LB7778
3010 W. Azeele Street, Suite 150
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Drawn: WFS	Checked: JLS	Order No.: AMI-SVTL-PS-005
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File Path: P:\Seville (Hernando Co)\Master Plan\Description\Force Main Esmt

SECTIONS 8&9, TOWNSHIP 21 SOUTH, RANGE 18 EAST

INSTR #2026041243 BK: 4724 PG: 399 Page 1 of 8
FILED & RECORDED 6/17/2026 3:24 PM AMJ Deputy Clk
Doug Chorvat, Jr., HERNANDO County Clerk of the Circuit Court
Rec Fees: $69.50

Prepared by and Return to:
Hernando County Attorney's Office
20 North Main Street, Suite 462
Brooksville, Florida 34601

PERPETUAL UTILITY EASEMENT

THIS EASEMENT, made this 9 day of June, 2026, between **SV TAMPA LAND, L.P.**, a Delaware limited partnership, whose mailing address is of 591 West Putnam Ave., Greenwich, Connecticut 06830, hereinafter referred to as the "**Grantor**", and **HERNANDO COUNTY WATER AND SEWER DISTRICT**, a body corporate and politic of the State of Florida, by and through its Board of County Commissioners, whose address is 15470 Flight Path Drive, Brooksville, Florida 34604, hereinafter referred to as the "**Grantee**":

WITNESSETH:

The Grantor in consideration of the sum of Ten Dollars and No Cents ($10.00) and other good and valuable consideration in hand paid by the said Grantee to the Grantor, receipt whereof is hereby acknowledged, has granted, quitclaimed and conveyed unto the said Grantee, its successors and assigns forever, a Perpetual Utility Easement and right-of-way, hereinafter referred to as the "**Easement**", for the purpose of clearing, excavating, constructing, inspecting, improving, repairing and/or maintaining public utility facilities in, upon, under, over, across and through the following described land in the County of Hernando, State of Florida, to wit:

See **Exhibits "A" & "B"** for **Perpetual Utility Easement;**
See **Exhibits "C", "D", "E", & "F"** for **Sanitary Force Main Easement**
(legal descriptions and sketches consisting of 6 sheets)
attached hereto and made a part hereof by reference.

Parcel ID Number: R05 421 18 0000 0010 0000

TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns forever, together with the reasonable right to enter and depart over and upon adjoining lands of the Grantor for the purpose of exercising the rights herein granted, so long as the land is restored to as good or better condition than originally found upon completion of construction or maintenance.

Grantor covenants to the Grantee that it is lawfully seized of said land and that it has good, right and lawful authority to grant this Easement.

Grantor hereby covenants and agrees that the Grantor shall not locate, place, construct, install, create, permit or allow any buildings or permanent structures or obstacles (including but not limited to landscaping, trees, fences and walls) within the Easement and the Grantor shall not interfere with the Grantee's utility facilities within the Easement.

Grantor further covenants to indemnify and hold harmless Grantee from any and all damages and injuries, whether to persons or property, resulting from interference with the Grantee's utility facilities by the Grantor or its officers, directors, employees, agents, guests, heirs, successors, or assigns.

This Easement shall be recorded in the Public Records of Hernando County, Florida.

IN WITNESS WHEREOF, Grantor has caused these presents to be duly signed the day and year first above written.

WITNESSES:

Witness: Julia Chung

Print Name: Julia Chung
Address: 9040 Town Center Pkwy #200
Lakewood Ranch, FL 34202

Witness: Jennifer Lafemina

Print Name: JENNIFER LAFEMINA
Address: 9040 TOWN CENTER PKWY #200
LAKEWOOD RANCH, FL 34202

GRANTOR:

SV TAMPA LAND, L.P., a Delaware limited partnership

By: _____
Name: John Brian
Title: Authorized Signatory

STATE OF Florida
COUNTY OF Manatee

The foregoing instrument was acknowledged before me by ☐ physical presence or ☐ online notarization on this 11 day of May, 2026, by John Brian, as Authorized Signatory of **SV TAMPA LAND, L.P.**, a Delaware limited partnership, on behalf thereof, and who ☑ is personally known to me or ☐ has produced a driver's license as identification.

DIANA FORBES
MY COMMISSION # HH 693292
EXPIRES: June 30, 2029

[AFFIX NOTARIAL SEAL]

_____
Signature of Notary
Print Name: Diana Forbes
Commission No.: HH693292
My Commission Expires: 6/30/29

Exhibit A

PINERY
PERPETUAL UTILITY EASEMENT

DESCRIPTION: A parcel of land lying in Section 8, Township 21 South, Range 18 East, Hernando County, Florida, being more particularly described as follows:

COMMENCE at the Northwest corner of TRACT "A", according to the plat of SEVILLE GOLF COMMUNITY THE BARCELONA, UNIT 1, as recorded in Plat Book 27, Pages 27 and 28, of the Public Records of Hernando County, Florida, also being a point on the Easterly boundary of PARCEL "C" (Seville Parkway), according to the plat of SEVILLE PARKWAY PHASE ONE, as recorded in Plat Book 27, Pages 24 through 26 inclusive, of the Public Records of Hernando County, Florida, now known as Everbranch Parkway, run thence N.63°33'01"W., 60.00 feet to a point on a curve on the Westerly boundary of said PARCEL "C" (Seville Parkway by Plat, now known as Everbranch Parkway); thence along said Westerly boundary of PARCEL "C" (Seville Parkway by Plat, now known as Everbranch Parkway), the following two (2) courses: 1) Southwesterly, 52.68 feet along the arc of a curve to the right having a radius of 760.29 feet and a central angle of 03°58'13" (chord bearing S.28°26'05"W., 52.67 feet) to the **POINT OF BEGINNING**; 2) continue Southwesterly, 114.33 feet along the arc of said curve to the right having the same radius of 760.29 feet and a central angle of 08°36'58" (chord bearing S.34°43'41"W., 114.22 feet); thence N.68°57'46"W., 32.72 feet to a point on a curve; thence Northerly, 37.86 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 86°46'13" (chord bearing N.22°20'53"W., 34.34 feet) to a point of tangency; thence N.65°44'00"W., 121.17 feet; thence N.24°16'00"E., 70.00 feet; thence S.65°44'00"E., 121.17 feet to a point of curvature; thence Easterly, 37.86 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 86°46'13" (chord bearing N.70°52'54"E., 34.34 feet); thence S.62°30'13"E., 53.49 feet to the **POINT OF BEGINNING.**

Containing 0.358 acres, more or less.

BASIS OF BEARINGS

The Northerly boundary of TRACT "A", according to the plat of SEVILLE GOLF COMMUNITY THE BARCELONA, UNIT 1, as recorded in Plat Book 27, Pages 27 and 28, of the Public Records of Hernando County, Florida, has a Grid bearing of N.88°39'06"E. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North American Horizontal Datum of 1983 (NAD 83 - 2011 ADJUSTMENT) for the West Zone of Florida.

CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
1	760.29	03°58'13"	52.68	52.67	S.28°26'05"W.
2	760.29	08°36'58"	114.33	114.22	S.34°43'41"W.
3	25.00	86°46'13"	37.86	34.34	N.22°20'53"W.
4	25.00	86°46'13"	37.86	34.34	N.70°52'54"E.

PINERY
PERPETUAL UTILITY EASEMENT

No.	Date	Description	Dwn.
		REVISIONS	

SHEET NO. 1 OF 2 SHEETS

Prepared For: **SV TAMPA LAND, L.P.**

DESCRIPTION SKETCH
(Not a Survey)

ARTHUR W. MERRITT CERTIFICATE No. 4498 STATE OF FLORIDA REGISTERED LAND SURVEYOR

Digitally signed by Arthur W Merritt
Date: 2026.04.23 12:46:44 -04'00'

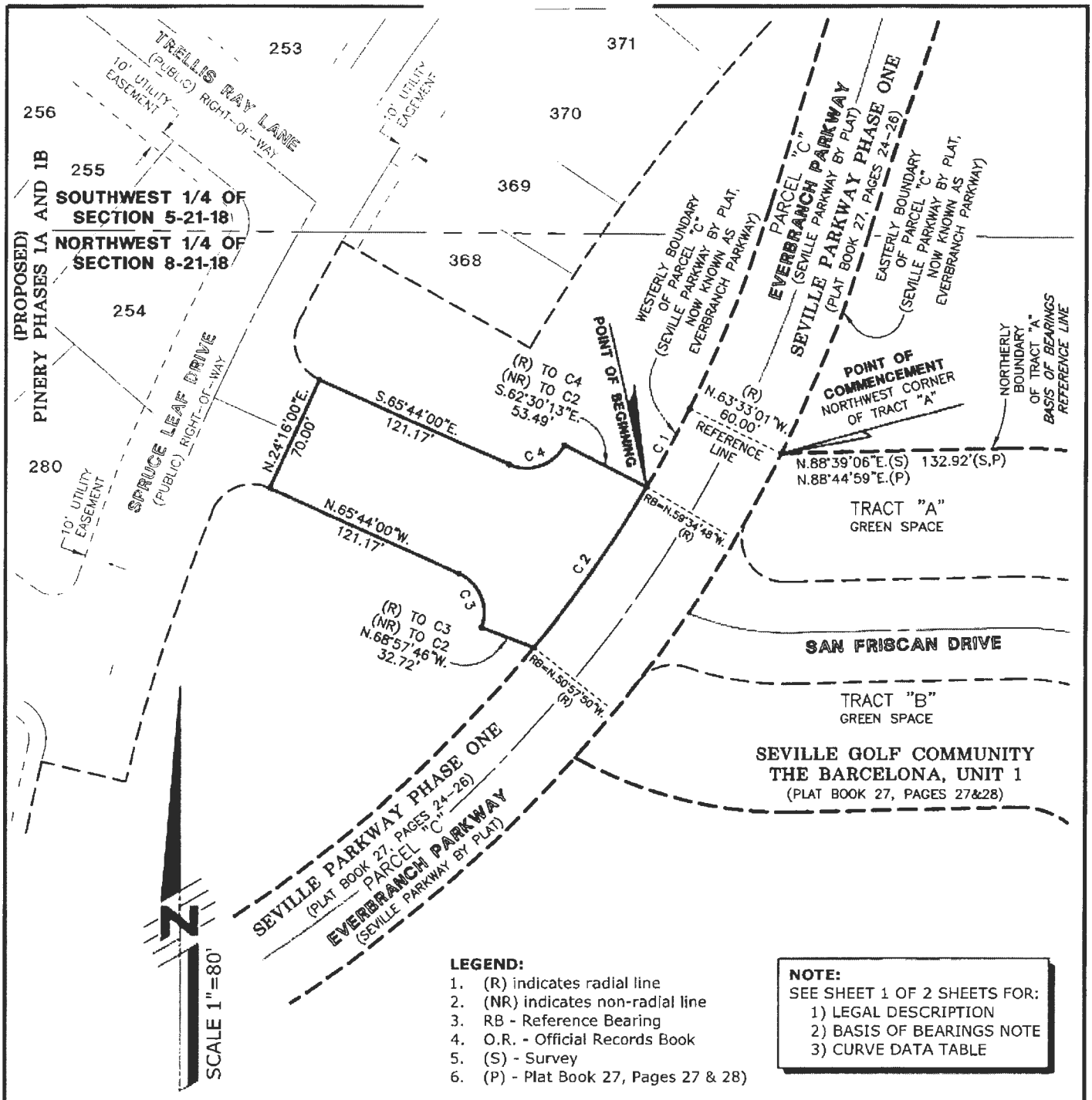
Arthur W. Merritt
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 4498

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR AN AUTHENTICATED DIGITAL SIGNATURE AND SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER

AMERRITT, INC.
LAND SURVEYING AND MAPPING
LICENSED BUSINESS NUMBER LB7778
3010 W. Azeele Street, Suite 150
Tampa, FL 33609
PHONE (813) 221-5200

Drawn: WFS	Checked: JLS
Order No.: AMI-SVTL-PS-005	
Date: 03/26/26	Dwg: Pinery Perpetual UE-DS.dwg
File Path: P:\Seville (Hernando Co)\Master Plan\Description\Temp AEUE	
SECTION 8, TOWNSHIP 21 SOUTH, RANGE 18 EAST	

Exhibit B



LEGEND:

1. (R) indicates radial line
2. (NR) indicates non-radial line
3. RB - Reference Bearing
4. O.R. - Official Records Book
5. (S) - Survey
6. (P) - Plat Book 27, Pages 27 & 28)

NOTE:
SEE SHEET 1 OF 2 SHEETS FOR:
1) LEGAL DESCRIPTION
2) BASIS OF BEARINGS NOTE
3) CURVE DATA TABLE

PINERY
PERPETUAL UTILITY EASEMENT

No.	Date	Description	Dwn.

REVISIONS

SHEET NO. 2 OF 2 SHEETS

Prepared For: SV TAMPA LAND, L.P.

DESCRIPTION SKETCH
(Not a Survey)

SEE SHEET 1 FOR ELECTRONIC SIGNATURE AND SEAL.

Arthur W. Merritt
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Date: 03/26/26 | Dwg: Pinery Perpetual UE-DS.dwg
File Path: P:\Seville (Hernando Co)\Master Plan\Description\Temp AEUE
SECTION 8, TOWNSHIP 21 SOUTH, RANGE 18 EAST

Exhibit C

PINERY
(PUBLIC) SANITARY FORCE MAIN EASEMENT

DESCRIPTION: A parcel of land lying in Sections 8 and 9, Township 21 South, Range 18 East, Hernando County, Florida, and being more particularly described as follows:

COMMENCE at the Center of said Section 8, also being the Northeast corner of LONDON TERRACE, according to the plat thereof, as recorded in Plat Book 6, Page 74, of the Public Records of Hernando County, Florida for a **POINT OF BEGINNING,** run thence along the South boundary of the Northwest 1/4 of said Section 8 and the Northerly boundary of said LONDON TERRACE, N.89°37'10"W., 348.54 feet; thence N.00°22'50"E., 20.00 feet; thence along a line lying 20.00 feet North of and parallel with the aforesaid South boundary of the Northwest 1/4 of Section 8, S.89°37'10"E., 348.31 feet to a point on the West boundary of the Northeast 1/4 of said Section 8; thence along a line lying 20.00 feet North of and parallel with the South boundary of said Northeast 1/4 of Section 8, S.89°42'20"E., 2641.46 feet to a point on the West boundary of the Northwest 1/4 of the aforesaid Section 9; thence along a line lying 20.00 feet North of and parallel with the South boundary of said Northwest 1/4 of Section 9, S.89°29'40"E., 467.01 feet to a point on the East boundary of the 100 foot Florida Power Corporation Easement, as recorded in Official Records Book 611, Page 299, of the Public Records of Hernando County, Florida; thence along said East boundary of the 100 foot Florida Power Corporation Easement, S.00°04'43"E., 20.00 feet to a point on the aforesaid the South boundary of the Northwest 1/4 of Section 9; thence along said South boundary of the Northwest 1/4 of Section 9, N.89°29'40"W., 466.86 feet to the East 1/4 corner of the aforesaid Section 8; thence along the aforesaid South boundary of the Northeast 1/4 of Section 8, N.89°42'20"W., 2641.54 feet to the **POINT OF BEGINNING**.

Containing 1.587 acres, more or less.

BASIS OF BEARINGS

The South boundary of the Northwest 1/4 of Section 8, Township 21 South, Range 18 East, Hernando County, Florida, has a Grid bearing of N.89°37'10"W. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North American Horizontal Datum of 1983 (NAD 83 - 2011 ADJUSTMENT) for the West Zone of Florida.

PINERY
(PUBLIC) SANITARY FORCE MAIN EASEMENT

No.	Date	Description	Dwn.

REVISIONS

SHEET NO. 1 OF 4 SHEETS

Prepared For: SV TAMPA LAND, L.P.

DESCRIPTION SKETCH
(Not a Survey)

ARTHUR W. MERRITT CERTIFICATE No. 4498 STATE OF FLORIDA REGISTERED LAND SURVEYOR

Digitally signed by Arthur W Merritt
Date: 2026.03.27 13:41:20 -04'00'

Arthur W. Merritt
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 4498

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR AN AUTHENTICATED DIGITAL SIGNATURE AND SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER

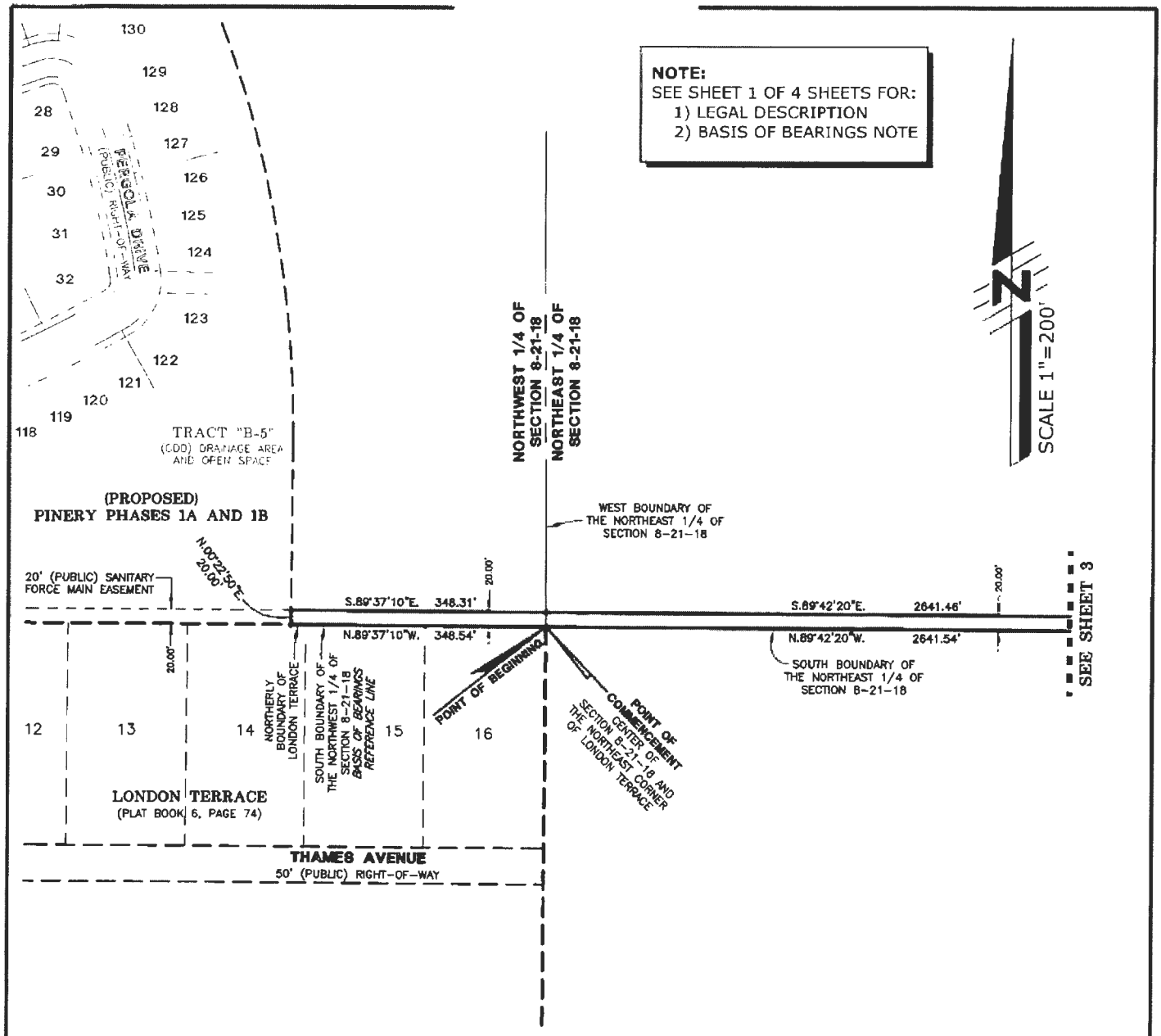
AMERRITT, INC.
LAND SURVEYING AND MAPPING
LICENSED BUSINESS NUMBER LB7778
3010 W. Azeele Street, Suite 150
Tampa, FL 33609
PHONE (813) 221-5200

Drawn: WFS	Checked: JLS	Order No.: AMI-SVTL-PS-005
Date: 03/26/26	Dwg: Pinery FME-DS.dwg	

File Path: P:\Sevilla (Hernando Co)\Master Plan\Description\Force Main Esmt

SECTIONS 8&9, TOWNSHIP 21 SOUTH, RANGE 18 EAST

Exhibit D



PINERY
(PUBLIC) SANITARY FORCE MAIN EASEMENT

No.	Date	Description	Dwn.

REVISIONS

SHEET NO. 2 OF 4 SHEETS

Prepared For: SV TAMPA LAND, L.P.

DESCRIPTION SKETCH
(Not a Survey)

SEE SHEET 1 FOR ELECTRONIC SIGNATURE AND SEAL.

Arthur W. Merritt
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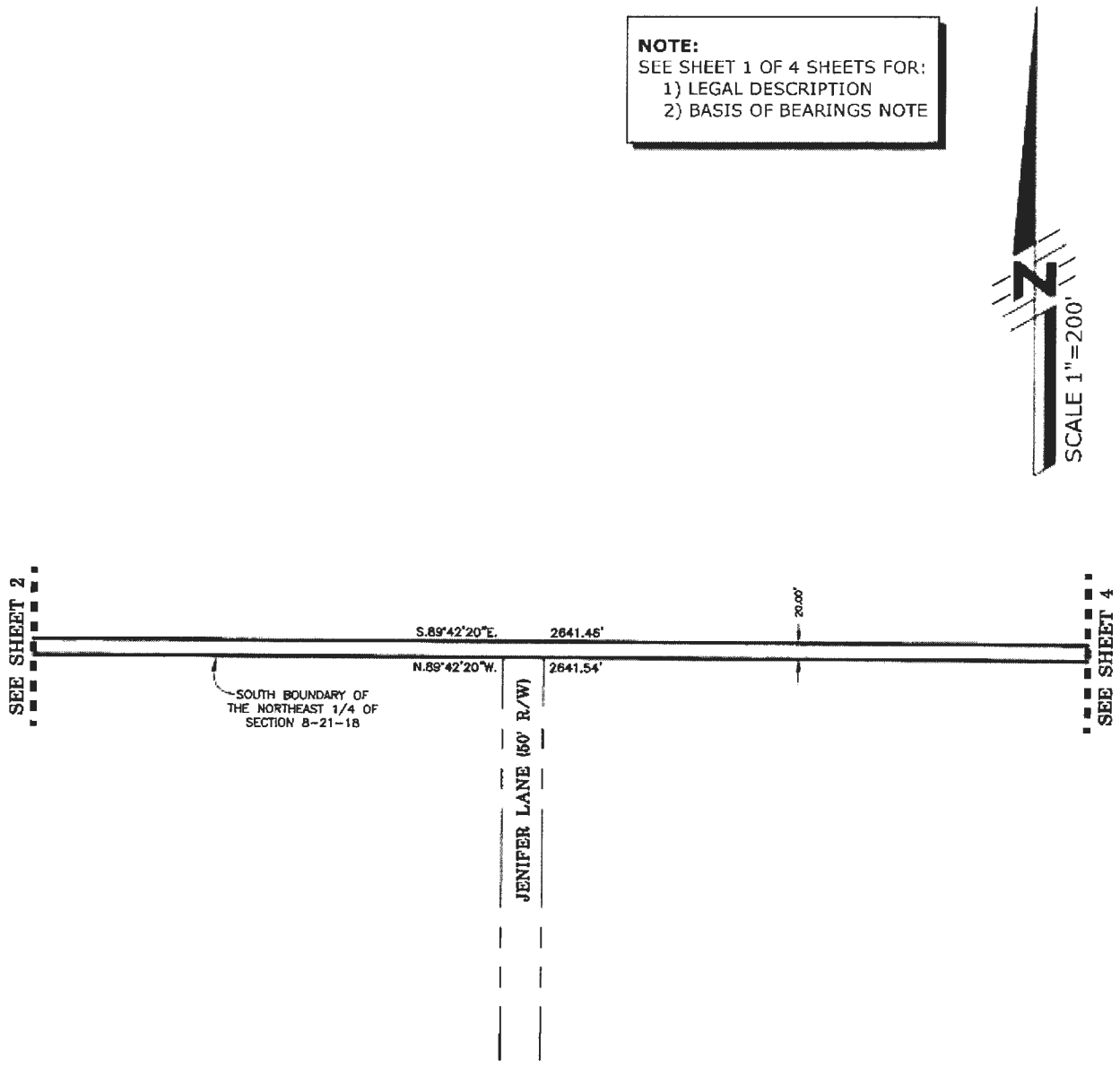
Date: 03/26/26 | Dwg: Pinery FME-DS.dwg
File Path: P:\Saville (Hernando Co)\Master Plan\Description\Force Main Esmt
SECTIONS 8&9, TOWNSHIP 21 SOUTH, RANGE 18 EAST

Exhibit E

NOTE:
SEE SHEET 1 OF 4 SHEETS FOR:
1) LEGAL DESCRIPTION
2) BASIS OF BEARINGS NOTE



PINERY
(PUBLIC) SANITARY FORCE MAIN EASEMENT

No.	Date	Description	Dwn.

REVISIONS

SHEET NO. 3 OF 4 SHEETS

Prepared For: **SV TAMPA LAND, L.P.**

DESCRIPTION SKETCH
(Not a Survey)

SEE SHEET 1 FOR ELECTRONIC SIGNATURE AND SEAL.

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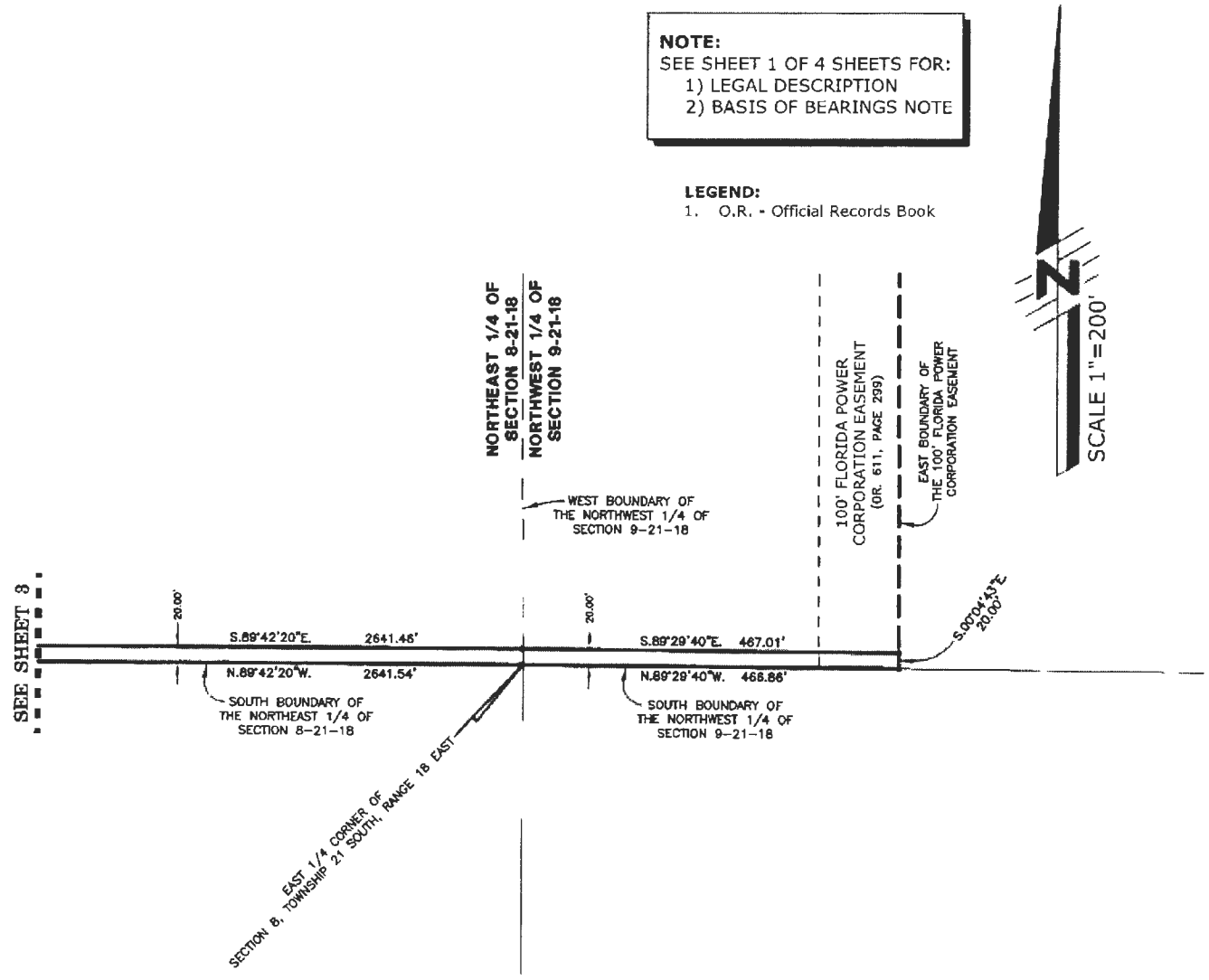
File Path: P:\Seville (Hernando Co)\Master Plan\Description\Force Main Esmt

SECTIONS 8&9, TOWNSHIP 21 SOUTH, RANGE 18 EAST

Exhibit F

NOTE:
SEE SHEET 1 OF 4 SHEETS FOR:
1) LEGAL DESCRIPTION
2) BASIS OF BEARINGS NOTE

LEGEND:
1. O.R. - Official Records Book



PINERY
(PUBLIC) SANITARY FORCE MAIN EASEMENT

No.	Date	Description	Dwn.
REVISIONS			

SHEET NO. 4 OF 4 SHEETS

Prepared For: **SV TAMPA LAND, L.P.**

DESCRIPTION SKETCH
(Not a Survey)

SEE SHEET 1 FOR ELECTRONIC SIGNATURE AND SEAL.

Arthur W. Merritt
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File Path: P:\Saville (Hernando Co)\Master Plan\Description\Force Main Esmt

SECTIONS 8&9, TOWNSHIP 21 SOUTH, RANGE 18 EAST

Board of County Commissioners

AGENDA ITEM

Meeting: 06/09/2026
Department: Administration
Prepared By: Demetris Williams-Fagin
Initiator: Jeffrey Rogers
DOC ID: 17525
Legal Request Number:
Bid/Contract Number:

TITLE

Transmittal of Minutes From Planning and Zoning Commission Meeting of April 13, 2026

Hernando County

Planning & Zoning Commission

Regular Meeting

Minutes

April 13, 2026

CALL TO ORDER

The public meeting was called to order at 9:00 a.m. on Monday, April 13, 2026, in the John Law Ayers Room, Government Center, Brooksville, Florida. This meeting was advertised in the Hernando Sun newspaper and the Agenda Packet was available online at www.hernandocounty.us.

Attendee Name	Title
Kathryn Birren	Chairwoman
Nicholas Holmes	Vice Chairman
Steven Markford	Regular Member
Jonathan McDonald	Regular Member
Justin Noe	Regular Member
Natasha Lopez Perez	Assistant County Attorney
Michelle Miller	Planning Manager
Scott Herring	Public Works Director
Victoria Via	Agenda Coordinator

Invocation

Pledge of Allegiance

Poll Commission for Ex Parte Communications

Chairwoman Birren and Members Holmes, Markford, McDonald and Noe announced that they had had no ex parte communications concerning the quasi-judicial petitions being considered at this meeting.

County Attorney Statement

Assistant County Attorney Lopez Perez provided the standard admonition that the Planning and Zoning Commission decisions were to be based only on the evidence presented in the quasi-judicial proceedings.

Administering of the Oath

STAFF ANNOUNCEMENTS

Planning Manager Miller announced that at the end of the meeting she will give the commission a brief overview of the ordinances that were recently passed.

APPROVAL/MODIFICATION OF AGENDA

Motion
To approve the Agenda.

RESULT:	**ADOPTED**
MOVER:	Nicholas Holmes
SECONDER:	Justin Noe
AYES:	Birren, Holmes, Markford, McDonald and Noe

ADOPTION OF THE INFORMATION PACKETS INTO EVIDENCE

Motion
To adopt the information packets into evidence.

RESULT:	**ADOPTED**
MOVER:	Nicholas Holmes
SECONDER:	Justin Noe
AYES:	Birren, Holmes, Markford, McDonald and Noe

PUBLIC HEARINGS

UNIFIED AGENDA

Approval of Minutes for Regular Meeting of March 09, 2026

Conditional Plat File # 1514936 Waterford Phase 6

Motion
To approve Unified Agenda.

RESULT:	**ADOPTED**
MOVER:	Justin Noe
SECONDER:	Nicholas Holmes
AYES:	Birren, Holmes, Markford, McDonald and Noe

STANDARD AGENDA

Conditional Use Permit Petition Submitted by Kathleen Senn (CU2604)

There was no public input.

Motion
To approve the staff recommendation.

RESULT:	**ADOPTED**
MOVER:	Justin Noe
SECONDER:	Steven Markford
AYES:	Birren, Holmes, Markford, McDonald and Noe

Conditional Use Permit Petition Submitted by Miledy M. Sanchez, Regus A. Rafael, and Johanna Regus f/k/a Johanna Brown (CU2605)

The Board accepted public input on this matter.

Motion
To accept the information packet into evidence.

RESULT:	**ADOPTED**
MOVER:	Steven Markford
SECONDER:	Jonathan McDonald
AYES:	Birren, Holmes, Markford, McDonald and Noe

Motion
To approve the staff recommendations.

RESULT:	**ADOPTED**
MOVER:	Justin Noe
SECONDER:	Jonathan McDonald
AYES:	Birren, Holmes, McDonald and Noe
NAYES:	Markford

Special Exception Permit Petition Submitted by Daryl Bryant and Mildred Carlton (SE2604)

The Board accepted public input on this matter.

Motion
To approve the staff recommendation.

RESULT:	**ADOPTED**
MOVER:	Nicholas Holmes
SECONDER:	Steven Markford
AYES:	Birren, Holmes, Markford and McDonald
NAYES:	Noe

RECESS/RECONVENE

The Board recessed at 10:05 a.m. and reconvened at 10:15 a.m.

Special Exception Permit Petition Submitted by Yarelis Gonzalez (SE2603)

The Board accepted public input on this matter.

Motion
To approve the staff recommendation.

RESULT:	**ADOPTED**
MOVER:	Justin Noe
SECONDER:	Nicholas Holmes
AYES:	Birren, Holmes, Markford, McDonald and Noe

Master Plan Revision Petition Submitted by Wal-Mart Stores East, L.P. (H2609)

Member McDonald temporarily left the meeting and returned shortly thereafter.

There was no public input.

Motion
To approve the staff recommendation with modifications.

(Note: The motion pertained to Modified Performance Condition No. 10 as approved by the Planning Department).

RESULT:	**ADOPTED**
MOVER:	Justin Noe
SECONDER:	Steven Markford
AYES:	Birren, Holmes, Markford, McDonald and Noe

COMMISSIONERS AND STAFF ISSUES

The Board and staff commented on various issues.

ADJOURNMENT

The meeting was adjourned at 11:35 a.m.

UPCOMING MEETINGS

The next regular meeting of the Planning and Zoning Commission is scheduled for Monday, May 11, 2026, beginning at 9:00 AM, in the Commission Chambers

Board of County Commissioners

AGENDA ITEM

Meeting: 06/09/2026
Department: Administration
Prepared By: Demetris Williams-Fagin
Initiator: Jeffrey Rogers
DOC ID: 17534
Legal Request Number:
Bid/Contract Number:

TITLE

Transmittal of Minutes From Fine Arts Council Meeting of February 2026

February 2026 Meeting Minutes
at 5:30 PM at Brooksville City Hall
201 Howell Avenue Brooksville, FL 34601

A. **Call to Order** (Lisa Council called the meeting to order at 5:32)
1. Pledge to the Flag
2. Roll call and establish a quorum. The following members were present: Cheryl Hill, Joan LoBianco, Lisa Council, Nina Mattei, Deanna Passarelli, Nidia Pierre, Ron Coles, Cindy Gandy, Roxanne Campbell, and Jan Howser. Diane Greenwell was present via the phone. Pedram Moghaddam was excused
3. Ezekiel Merino and Louis Hallal were guests.

B. **Approval of Minutes** (Joan LoBianco)
Approval of January 2026 meeting minutes. Cheryl made a motion to approve the January 2026 minutes. Cindy 2nd the motion. The Minutes were approved unanimously.

C. **Financial Matters** (Cheryl Hill)
1. (Treasurers report) Cheryl shared AITP budget and stressed that we are doing well with sponsorships coming in, despite the budget cuts we have made, the council is in a good position financially to meet the AITP budget. She shared the names of some sponsors, indicated that advertising costs would be kept at $3500 (the amount of the Tourism Grant). She indicated that the amount for the rental of golf carts would have to be raised as we had not budgeted enough. She will ask April Johnson to reach out to Maryanne Johnson again to see if she would bring her cart like she did last yea to help balance this cost
2. Lisa stressed the importance of of us all using social media to advertise about the event To help with advertising of the Art in the Park event.

D. **Action Items**
1. Oath of Office-Jan Howser, new member was sworn in and introduced herself.
2. Community Arts grant-Cheryl shared that 2 CAG grantees Holy Cross Lutheran Church and Coastal Hernando Business group were not able to get their application in by the Jan 20th deadline so she was seeking approval from the council to extend the deadline for them. She made a motion to approve this extension. The council approved the motion.
3. Arts in Education Grants (Nidia Pierce) shared about the 3 applications for arts in education grant from 2 teachers at Weeki Wachee High School, and one from Chocachatti Elementary. A motion was made to approve our contribution of $250 for each teacher. The council approved the motion. Nidia also shared about the Valentine art event at the West Hernando Library branch.
4. Reminder of the cancelled Art Council meeting on March 12th 2026
5. Lisa shared that Ezekiel Merino would volunteer his photography in exchange for a booth,

but he shared that he would need to collect $400 to pay the person who edits the video for him. Deanna made a motion to approve the payment of $400 to Eziekel Photography.

Nidia

Pierre 2nd the motion. The council approved.

D. **Volunteer Log updates** (Nina Mattei)

1. Quarterly review for volunteer log updates are due in April. A Link was shared.
2. Upcoming volunteer requests: FPAW: March 7th Volunteers are always needed.
3. WWJB is on the third Monday every month. February 16th 2026. Pedram will be on radio discussing Art in the Park
4. Art in the Park- Volunteers are needed for as many hours as they can at the event as possible between Friday and Sunday (March 13-15).
5. Joan and Diane shared that we need volunteers for the Student Congressional Art Show on April 8th in Lakeland Florida. We shared about seeking a grant donation from the Nature Coast Art league for the student winner to cover their travel expenses to Washington D.C.

F. **Work Plans: Status Update & Discussion**

1. Art in the Park-Lisa shared about the need of council members to share the AITP event on Social media. She suggested making videos and posting. She said Ezeikel's photography video made last year would be shared too. Diane shared that she is able to post on the Art Council's page and directed members to send posts to her so she can post them. Cheryl shared Jessica's contracted posting criteria which will be through April.
2. Fundraising (Lisa Council) shared about the need to show up at fund raising events
3. Out Reach (Diane Greenwell) Diane shared about an event happening at Kass Circle by People helping people and the need for volunteers to do outreach and encouraged members to share about events that might need vendors. Deanna shared about Heritage Days event coming up at the Elks Lodge on February 25th.

G. **Member Comments :**

1. Deanna Passarelli shared about a coffee company donating a basket and coffee for AITP volunteers. She also shared an anonymous donation.
2. Ron shared he will not be at AITP
3. Nina shared about Oddity shop "Haggard Coffee" being a sponsor and encouraged us to stop in and thank them.
4. Cindy shared that she is feeling better and will be stepping up to help more again.

H. Dates to Remember

a. **Volunteer Log updates & Agenda Items due January 31st**

b. **Front Porch Art Walk** –March 7th, 2026 10AM-2PM

c. **Next Monthly Meeting** – March 12th canceled

d. Art in the Park-March 13th-15th

Board of County Commissioners

AGENDA ITEM

Meeting: 06/09/2026
Department: Landfill
Prepared By: Liana Teague
Initiator: Scott Harper
DOC ID: 17479
Legal Request Number: 2026-256
Bid/Contract Number:

TITLE

Resolution Adopting Revised Rates, Fees and Charges for Solid Waste Disposal at Hernando County Solid Waste Management Facility and Convenience Centers

RESULT:	**ADOPTED**
MOVER:	Steve Champion
SECONDER:	Ryan Amsler
AYES:	Campbell, Amsler, Champion and Allocco
ABSENT:	Hawkins

NOTICE OF PUBLIC HEARING

Notice is hereby given, pursuant to Section 14-64.14 of the Hernando County Code of Ordinances, that the Board of County Commissioners of Hernando County, Florida, will conduct a public hearing to consider the adoption of a resolution incorporating a schedule of revised tipping fees to be charged by the County for receiving and disposing of solid waste and special waste within the County.

The public hearing will be held on **Tuesday, June 9, 2026 at 9:00 a.m**., or as soon thereafter as possible, in the County Commission Chambers, located in the Hernando County Government Center, 20 North Main Street, Room 160, Brooksville, Florida, for the purpose of receiving public comment on the proposed fees. All interested persons may appear at the meeting or public hearing and be heard with respect to the proposed resolution.

Copies of the proposed resolution are available for inspection in the Hernando County Northwest Solid Waste Management Facility (Main Landfill) located at 14450 Landfill Rd., Brooksville, FL 34614, between the hours of 8:30 a.m. to 4:30 p.m., Monday through Friday, legal holidays excepted.

If a person decides to appeal any decision made by the Board of County Commissioners with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made.

Public participation is solicited without regard to race, color, national origin, age, sex, religion, disability, or family status. In accordance with the Americans with Disabilities Act, persons with disabilities needing special accommodations to participate in this proceeding should contact Maryellen Waite, Risk Management, 15470 Flight Path Drive, Brooksville, Florida 34604, telephone (352) 540-6289, at least three (3) days prior to the date of the hearing. If hearing impaired, please call 711 for assistance.

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BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA
/s/_____**(SEAL)**
Douglas A. Chorvat, Jr.
Clerk of the Circuit Court & Comptroller

By:_____
Deputy Clerk

Publish Two (2) Times –
First Publication During Week of May 25, 2026
Second Publication During Week of June 1, 2026
on a publicly accessible website, as permitted by chapter 50, Florida Statutes

Proposed Rate Adjustment	(from existing FY26)	4.75%

Line No.	**Disposal/Tip Fees (per ton):**	Existing FY26	Effective 06/01/26	Proposed FY27
1	Residential Class I	$ 60.50	$ 62.47	$ 63.37
2	Commercial Class I	60.50	62.47	63.37
3	C&D Debris	76.00	78.47	85.00
4	Yard Trash	54.50	56.27	57.09
5	Tire Disposal	150.00	154.88	157.13
6	Tire Disposal/Semi	150.00	154.88	157.13
7	Tire Disposal/Off-Road	200.00	206.50	209.50
8	Sludge	60.50	62.47	63.37
	Flat Fee:			
9	Travel Trailer Without Tires	$ 230.00	$ 230.00	$ 240.93
10	Travel Trailer With Tires	255.00	255.00	267.11
11	Single-wide Mobile Home Without Tires	400.00	400.00	419.00
12	Single-wide Mobile Home With Tires	450.00	150.00	471.38
13	Double-wide Mobile Home Without Tires	790.00	790.00	827.53
14	Double-wide Mobile Home With Tires	825.00	825.00	864.19
15	Convenience Center Fee Up to 5 bags	-	5.00	5.00
16	Convenience Center Fee Per Visit	-	15.00	15.00
17	Recycling	-	-	-
18	Household Hazardous Waste	-	-	-
	Assessments			
19	Residential Assessment	$ 98.04		$ 102.70
20	Multi Family Assessment	98.04		102.70

Hernando County

Fiscal Year 2026 Solid Waste Revenue Sufficiency Study

Final / May 4th, 2026

RAFTELIS

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May 4th, 2026

Mr. Scott Harper
Solid Waste Services Manager
Hernando County – Solid Waste and Recycling Department
14450 Landfill Road
Brooksville, FL 34614

Subject: Fiscal Year 2026 Solid Waste Revenue Sufficiency Study

Dear Mr. Harper:

Raftelis Financial Consultants, Inc. ("Raftelis") is pleased to submit this report for your review and consideration regarding the preparation of a 10-year revenue sufficiency study (the "Study") for the Solid Waste and Recycling Department (the "Department") on behalf of Hernando County's (the "County") solid waste system (the "System"). The projected forecast period being evaluated encompasses the Fiscal Years 2026 (current budget year) through 2036 (the "Forecast Period") where the accounting period from October 1 through September 30 is the "Fiscal Year" or "FY." The following identifies the primary purpose of the Study:

- Identify the sufficiency of revenues derived from the current charges for solid waste collection and disposal service to fund the projected expenditures of the Department and provide sufficient net revenues to fund necessary transfers for future landfill closure, long-term care, and expansion.

- Evaluation of the System's overall financial position and cash balances / reserves relative to identified need (i.e., accumulated landfill closure and long-term care liabilities, operating capital, etc.), best management practices, and financial targets.

The Study is based on information provided by Department staff including, but not limited to, collection and disposal assessment units, historical waste deliveries to County facilities, historical financial operating results, budgetary information, capital plans, and long-term liabilities associated with long-term care and closure of the County's landfills.

Based on the assumptions and analyses reflected in this report, which should be read in its entirety, we are of the opinion that the current rates of the Department will not be sufficient to meet the projected revenue requirements of the Department for the Forecast Period.

The following table ES-1 provides a summary of the identified rate revenue adjustments for the Forecast Period recognizing financial projections under current operations.

Table ES-1. Identified Rate Revenue Adjustments by Fiscal Year

	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
Disposal System Assessment [1]	4.75%	4.75%	4.75%	4.75%	4.75%	4.75%	4.75%	4.75%	4.75%	4.75%
Disposal System Tipping Fees [1]	1.44%	4.75%	4.75%	4.75%	4.75%	4.75%	4.75%	4.75%	4.75%	4.75%
Collection System [1] [2]	0.00%	3.88%	4.80%	4.74%	4.77%	4.75%	4.76%	4.79%	4.79%	4.80%

[1] Represents the projected percent increase to rate revenues identified to meet the projected funding requirements of the respective disposal and collection system.
[2] Represents estimated pass-through adjustments for collection customers in the Mandatory Collection Area of the County. Amounts may vary based on final calculations of contractual indices.

As can be seen above, the disposal fee adjustments (i.e., disposal assessment and tipping fees) are generally consistent, while the collection system rate adjustments are generally lower in the near term. The following provides a general listing of the key factors driving the need to adjust revenues:

1) Disposal System Rate Revenue Adjustments:

   a) General inflation in the cost of existing operating expenses, which is assumed to average approximately 4.2% per year throughout the Forecast Period.

   b) Increased funding for future landfill cell expansions.

   c) Continued funding of the storm reserve fund at $300,000 per year to ensure the County has necessary funds for debris clean up.

   d) Incremental growth in operating expenses including additional personnel and the implementation of a composting program.

2) Collection System Rate Revenue Adjustments:
   a) The projected rate revenue adjustments are required to fund anticipated increases to the contracted cost of collection, which contractual agreement allows for annual indexing to keep pace with the increase in cost of collection labor, vehicles, fuel, and other costs associated with collection operations and has a maximum adjustment annually of 5%. The index based on the Bureau of Labor Statistics Water, Sewer, Trash Index which has averaged approximately 4.13% a year over the last 10 years.

Based on the rate revenue adjustments identified for the disposal system, a rate alternative was developed in efforts to minimize customer rate impacts. The identified rates are projected to fund the revenue requirements of the System and maintain adequate cash reserves while phasing in rate adjustments over time.

Table ES-2 provides a summary of the principal assessments and fees recommended for the Fiscal Year 2027.

Table ES-2. Summary of Existing and Identified Rates – Fiscal Year 2026

Description	Existing 2026	Identified 2027
Assessments:		
Collection [1]	$217.37	$217.37
Disposal	98.04	102.70
Gross Assessment [2]	$315.41	$320.07
Assessment Paid in February = 1% Discount	$312.26	$316.87
Assessment Paid in January = 2% Discount	309.10	313.67
Assessment Paid in December = 3% Discount	305.95	310.47
Assessment Paid in November = 4% Discount	302.79	307.27
Multi-Family	$98.04	$102.70
Tipping Fees per Ton by Waste Type		
MSW / Garbage	$62.47	$63.37
Yard Waste	56.27	57.09
C&D	78.47	85.00
Sludge	62.47	63.37
Tires	154.88	157.13
Tires (Off Road)	206.50	209.50

[1] Existing rates for Fiscal Year 2026 as adopted by the BOCC.
[2] Reflects gross assessments before early prepayment discounts as allowed by Florida Statutes, Chapter 197.
[3] Reference Table 11 for detailed breakdown of the Cost-of-Service Calculation.

As can be seen above, although the recommended rates are designed to recover the targeted revenues as indicated in Section 8 of this report, the recommended fees mostly recognized uniform or across-the-board increases for all fee types and services. The one fee that didn't follow the uniform increase was C&D, this is due to the nature of C&D waste. The compaction of C&D is much lower than MSW and thus costs more to landfill. The increases to MSW are due to general inflation and cost increases to landfill operations such as increasing equipment and leachate disposal costs. It is recommended that the County annually review the financial forecast and cost of service to confirm the timing and level of required future rate revenue adjustments, as well as review the cost-of-service evaluation.

We appreciate the opportunity to be of service to the County and the Department and would like to take the opportunity to thank the staff for their efforts and time in providing necessary guidance, provision of data, as well as explanation of recent historical events affecting operations for which this study relied upon.

Respectfully submitted,

Raftelis Financial Consultants, Inc.



Thierry A. Boveri, CGFM
Vice President



Mark A. Tuma,
Manager

Attachments

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Section 1: General

Scope of Services

On behalf of the Hernando County (the "County") Solid Waste and Recycling Department (the "Department"), Raftelis Financial Consultants, Inc. ("Raftelis") was tasked with the preparation of a 10-year revenue sufficiency study of the solid waste system (the "System") encompassing the Fiscal Years 2026 (the current budget year) through 2036 (the "Forecast Period") where the accounting period from October 1 through September 30 is the "Fiscal Year" or "FY." Specifically, Raftelis was tasked with:

- Updating the 10-year financial forecast model to analyze the financial and business activities of the Department, including evaluating changes over time to the following components of the enterprise operations:
    - Growth or declines in collection and disposal units and waste tonnage deliveries by category of waste.
    - Density of delivered waste affecting the capacity utilization of the County landfills.
    - Inflation of expenses or changes in System operations affecting costs.
    - Long-term liabilities for landfill closure and post-closure costs.
    - Capital funding requirements and issuance of additional debt.
    - Cash reserves and investment income recognized by fund type and purpose (e.g., operating versus capital funds).
    - Compliance requirements of the System, such as the financial assurance requirements of the Florida Statutes from landfill closure or rate covenants associated with the issuance of additional debt, if applicable.
- Evaluation of the System's overall financial position and minimum fund balance reserves relative to best management practices and requirements for accumulated landfill closure and long-term care liabilities.

This report provides a summary of the recent trends, study methodology, principal assumptions, findings, and an overview of the projected financial position of the Department.

Introduction

The Department is responsible for the solid waste disposal of approximately 90,000 residential households and multi-family units and for the solid waste collection of approximately 45,500 residential households throughout the County. The Department processed over 360,000 tons of solid waste during the Fiscal Year 2025, including approximately 57,000 tons of municipal solid waste ("MSW") deliveries from commercial businesses. The principal waste types received by the County include class I waste (i.e., MSW / garbage), construction and demolition debris ("C&D"), yard waste, tires, and hazardous household wastes. Source-separated, co-mingled recyclables are also received.

During Fiscal Year 1990, the County closed operations at the Croom Class I Landfill ("Croom Landfill"). The County annually budgets from operations for the post-closure operating expenses associated with the

Croom Landfill (e.g., groundwater monitoring, leachate, and stormwater management, etc.). Concurrent with the closure of the Croom Landfill, the County constructed and placed into operation the Northwest Waste Management Facility (the "Northwest Landfill") which included class I and C&D landfills to continue waste disposal operations.

The Northwest Landfill is designed for incremental expansion and operation in cells. A total of eight class I disposal cells are currently planned for the site, seven of which are contiguous and one non-contiguous. Three of the eight class I landfill cells have been constructed. Cells 1 and 2 have reached capacity and were closed in July 2014, while Cell 3 is currently active. Based on current forecasts, Cell 3 is expected to reach capacity by Fiscal Year 2027. The County is currently completing construction to expand the Northwest Landfill for Cell 4.

Section 2: Enterprise Fund and Revenue Sufficiency Methodology

The Department operates and is established as an enterprise fund. As such, the enterprise fund must have revenues equal to the cost of services provided by the System and the County must establish rates sufficient to cover the cost of operating, maintaining, repairing, and financing the System. According to the Governmental Accounting Standards Board:

> Enterprise Funds should be used to account for operations that are financed and operated in a manner similar to private business enterprises – where the intent of the governing body is that costs of providing services to the general public on a continuing basis be financed or recovered primarily through user charges.

The Department has historically maintained a positive financial position and annually re-evaluates the sufficiency of rate and fee revenues through the budgetary and residential assessment setting procedures. The management within the Department is also responsible for evaluation of monthly financial and operating statistics.

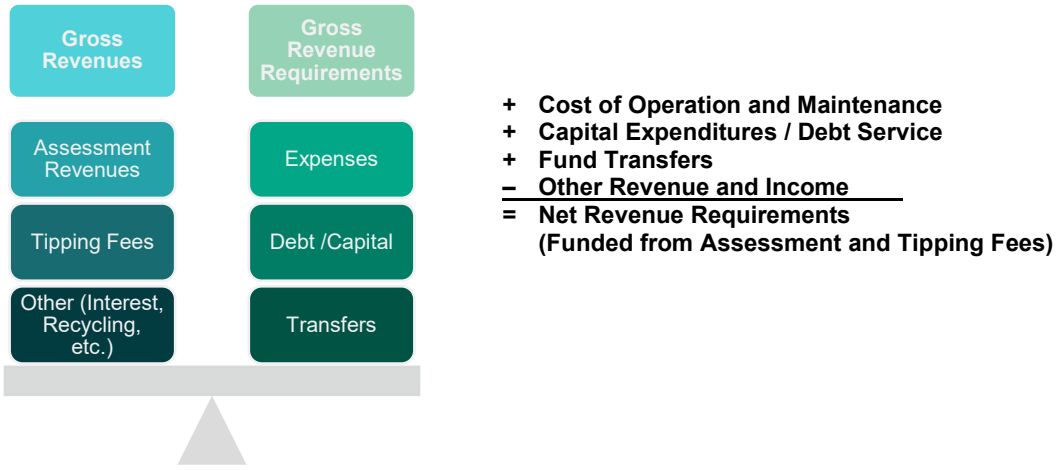
In order to evaluate the existing and forecasted financial position of the System the following methodology was recognized:

1. An evaluation of the service area requirements for the Department was reviewed. This included an analysis of the recent historical trends in customers served and waste generation tonnage statistics in order to provide: i) a representative forecast of System needs from a financial standpoint; and ii) a projection of rate revenues consistent with the projected service area needs.

2. Collection and disposal service-related costs were independently evaluated in order to determine the sufficiency of fees for services. Revenue and cost allocation reviews were performed by budgetary line item and reviewed with staff.

3. A projection of the net revenue requirements funded from collection and disposal fees were analyzed utilizing the following approach:

Figure 1. Net Revenue Requirements Approach



4. Included as a component of net revenue requirements was the development of a funding plan for the System capital equipment and facility improvements. The funding of these capital expenditures recognized the use of available cash reserves, user fees, and proposed debt.

5. The cash position of the System was evaluated and taken into consideration through the identification of targeted minimum ending cash balances in order to adequately reserve working capital balances for operations, regulatory compliance, and anticipated capital funding needs of the System.

6. The estimated annual System rate adjustments that would be required to fund the net revenue requirements and meet the overall financial needs of the System.

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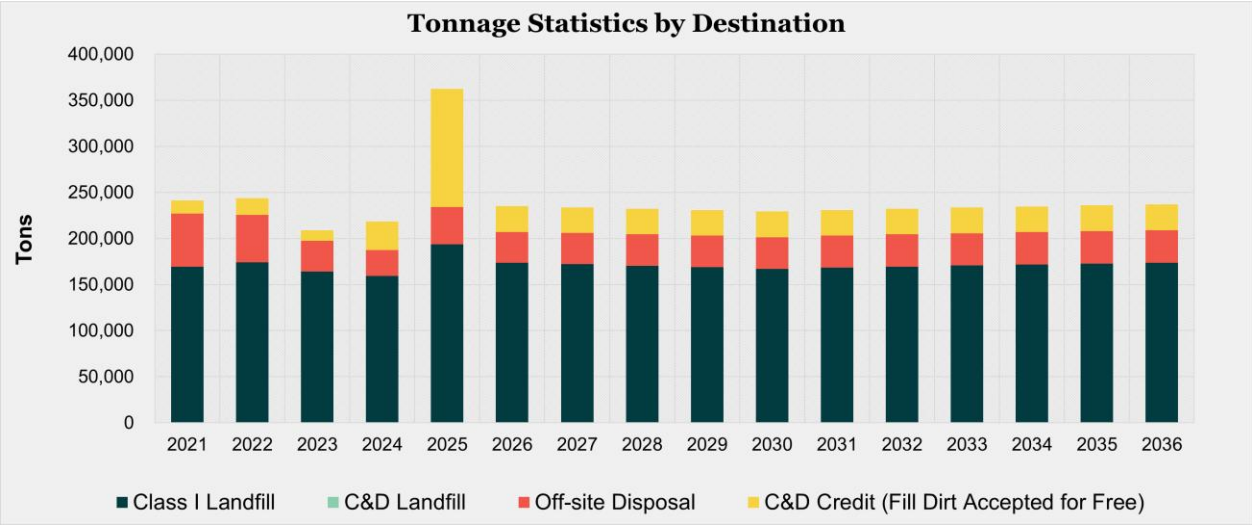
Section 3: Customer and Tonnage Statistics

The historical waste tonnage statistics are based on waste material summary reports provided by Department staff. The County has generally observed increases in waste deliveries during the five-fiscal year historical period of Fiscal Years 2021 through 2025. The increase in waste deliveries to the System is believed to be associated with a general improvement in the economy and growth within the County. Figure 2 illustrates these changes and projections of waste tonnages by type.

Figure 2. Tonnage Statistics by Destination



The increase in tonnage in 2025 was primarily due to debris generated by Hurricane Milton at the end of FY2024 and fill dirt from Cell 4 expansion.

The majority of solid waste deliveries are associated with class I waste deliveries. Other major waste streams include yard waste, C&D, and recycling. The County also receives hazardous waste (e.g., batteries, fluorescent bulbs, asbestos, etc.), which is contractually disposed of offsite. Based on discussions with Department staff the forecast assumes growth in waste deliveries related to anticipated growth within the County. Exhibits 1 and 2 at the end of this report provide a detailed breakdown of waste tonnage statistics.

The majority, or approximately 67%, of the solid waste tonnage delivered to the Northwest Landfill is directly associated with residential disposal customers who are charged a non-ad valorem assessment adopted by the Board of County Commissioners (the "BOCC"). The County assesses approximately 90,000 residential disposal units, comprised of 88,000 single family and 1,800 multi-family units. The typical residential unit currently generates approximately 1.45 tons of waste annually comprising: i) 1.17 tons of MSW; ii) 0.04 tons of Construction and Demolition waste, iii) 0.20 tons of yard waste; iv) 0.04 tons of recycling; and v) 0.01 tons of other wastes such as scrap metal, white goods, etc.

Collection service is provided by a private franchise hauler and based on Franchise Agreement No. 24-RFP00582/TPR with Coastal Waste & Recycling, Inc., customers receiving collection service within the County's Universal Collection Area, which is the Southwest Hernando County Solid Waste Collection Municipal Services Benefit Unit, are charged a non-ad valorem assessment on the annual tax bill. Approximately 45,500 collection units are located within the Mandatory Area. Customers in the non-mandatory collection area can opt-in to receive service but are not required. Customers that do not wish to opt-in must contact a waste hauler directly to receive and pay for service.

Section 4: Existing Solid Waste Rates and Fees

The County principally charges customers for waste disposal services through either: i) annual non-ad valorem disposal assessment to all residential units; or ii) a tipping fee paid per ton of waste delivered to the County's Northwest Landfill site. The County last adjusted the disposal assessment and tipping fees for rates effective in Fiscal Year 2026. As previously mentioned, the County also charges customers within the Mandatory Area for waste collection service through an annual non-ad valorem assessment.

Annual Non-Ad Valorem Assessment

The primary components to the non-ad valorem assessment include a charge for the full cost of collection and disposal, the cost of the County property appraiser and tax collector for billing and administrative services, a mark-up to reflect the application of an early payment discount pursuant to Florida Statutes and other administrative cost reimbursement components. Authorization to charge such fees are derived from Resolution No. 2025-122 (the "Resolution") as adopted by the BOCC. Table 1 provides a summary of the current Fiscal Year 2026 assessment.

Table 1. Existing Solid Waste Non-Ad Valorem Assessments

Description	Annual Assessment [*]
Disposal	
Single Family	$98.04
Multi-Family	98.04
Collection	
Mandatory Area	$217.37

[*] Amounts shown include an 8% markup comprised of billing and administrative services by the County Property Appraiser and Tax Collector and the early payment discount factor.

The collection and disposal component of the assessment is intended to recover the cost of collection and disposal for the residential customer class's estimated waste deliveries. As noted, the disposal assessment includes several components in addition to the cost of solid waste services including:

- 3% administrative cost recovery component for legal fees, printing individual notices to customers and other direct administrative overhead costs.
- 2% rate renewal collection expense associated with billing through the tax roll.
- 4% mark-up to incentivize early / timely payment. Customers paying the assessment in November may receive up to a 4% reduction per Florida Statutes, Chapter 197.162. The reduction declines by 1% per month after November.

With respect to the discount factor, it was assumed that the majority of customers paid early, in November, with an average discount of 3% of the disposal assessment being achieved during the Forecast Period (i.e., a reduction in fee revenue as a result of early payment averaging 3% of total assessed disposal charges).

Tipping Fees

All customers delivering waste to the Northwest Landfill are charged a tipping fee by weight and type of waste delivered. The existing tipping fees for the County were adopted by the BOCC through the Resolution. Table 2 provides a summary of the existing tipping fees by waste type:

Table 2. Summary of Existing Tipping Fees

Description	Fees per Ton
Residential Class I [1]	$62.47
Commercial Class I (MSW, Sludge, Personal Watercraft)	62.47
C&D Debris	78.47
Yard Waste	56.27
Tire Disposal	154.88
Tire Disposal / Semi	154.88
Tire Disposal / Off-Road	206.50

[1] The tipping fee charged for residential class I waste is only charged to customers who have exceeded their one-ton (2,000 pound) allowance.

In addition to the charges listed above the County also charges flat fees of $240.93, $419, and $827.53 unit for disposal of travel trailers, single-wide mobile homes, and double-wide mobile homes, respectively. A survey of other neighboring solid waste systems' assessments, tipping fee charges, and collection fees was compiled and is summarized on Table 3.

Table 3. Comparison of Residential Collection, Disposal, and Non-Res Tipping Fees [1]

Description	Population	Annual Collection & Disposal Charges	Tipping Fees per Ton		
			MSW	C&D	Yard Waste
Hernando County - Existing	225,830	$315.41	$62.47	$78.47	$56.27
Other Solid Waste Systems:					
Broward County [2]	2,012,945	$512.00	$100.00	$100.00	$75.00
Charlotte County	222,968	324.64	48.90	48.90	48.90
Citrus County [4]	173,511	411.00	46.00	134.00	33.00
Collier County [3]	417,540	261.91	90.35	96.55	57.50
Desoto County	37,267	284.80	42.00	42.00	42.00
Hillsborough County [2][3]	1,577,032	510.77	141.00	104.00	65.00
Lee County [2][3]	889,547	357.11	69.83	70.25	48.92
Manatee County	477,444	283.80	46.00	65.00	44.00
Miami-Dade County [2]	2,791,914	702.00	115.80	115.80	115.80
Orange County	1,535,016	300.00	54.20	41.10	46.80
Palm Beach County [2][3]	1,577,304	498.83	42.00	80.00	35.00
Pasco County [2][5]	692,842	389.68	104.03	104.03	104.03
Polk County	898,146	346.05	46.00	46.00	36.50
Sarasota County [3]	483,927	263.96	60.85	59.91	47.43
Seminole County	494,104	305.00	41.63	41.63	41.63
Other Systems' Average	952,100	$383.44	$69.91	$76.61	$56.10

[1] Unless otherwise noted, amounts shown reflect rates in effect March 2026 and derived from Exhibit 9 found at the end of this report.
[2] Reflects solid waste programs that utilize a resource recovery facility (waste-to-energy), as the primary means of disposal.
[3] County is currently involved or planning a rate study, or will implement a rate revision within the next twelve month.
[4] Citrus County has open collection system and amounts shown assume an estimated collection cost of $32 per month plus $27 disposal charge based on discussions with Citrus County staff.
[5] Pasco County has open collection system and amounts shown assume an estimated collection cost of $68.92 per quarter plus $114 annual disposal charge based on discussions with Pasco County staff.

As can be seen on Table 3, the County's existing charges for solid waste services are competitive or below average when compared to other public solid waste systems reflected in the survey.

The following table details the five-year financial projections for convenience center charges. The fee structure establishes a $5 charge for residents disposing of five or fewer 32-gallon bags and a $15 charge for commercial customers or residents with more than five bags. Based on discussions with County staff, the projected customer mix is 60% at the $5 tier and 40% at the $15 tier, resulting in a weighted average rate of $9 per visit.

The County is currently upgrading the convenience centers to accept payments and expects to begin collecting fees by June 2026. After applying a revenue recognition factor of 50% to account for collection and adoption realities, the new charge is projected to generate approximately $500,000 annually starting in Fiscal Year 2027. Because only a portion of Fiscal Year 2026 remains at that point, a reduced factor of 16.7% was applied, resulting in an adjusted estimate of approximately $156,590 for that year. This revenue assumption should be revisited in next year's rate study once the fee has been implemented and actual visit counts and rate impacts can inform the projections. This supplementary revenue will help offset a portion of the facility's ongoing operational costs.

Table 4. Projected Convenience Center

Description	2026[2]	2027	2028	2029	2030
Weighted Rate [1]	$9.00	$9.00	$9.00	$9.00	$9.00
Est. # of Visits	104,393	111,196	111,196	111,196	111,196
Projected Rate Revenue	$939,538	$1,000,762	$1,000,762	$1,000,762	$1,000,762
% of Revenue Recognized	16.7%	50%	50%	50%	50%
Adjusted Rate Revenue	$156,590	$500,381	$500,381	$500,381	$500,381

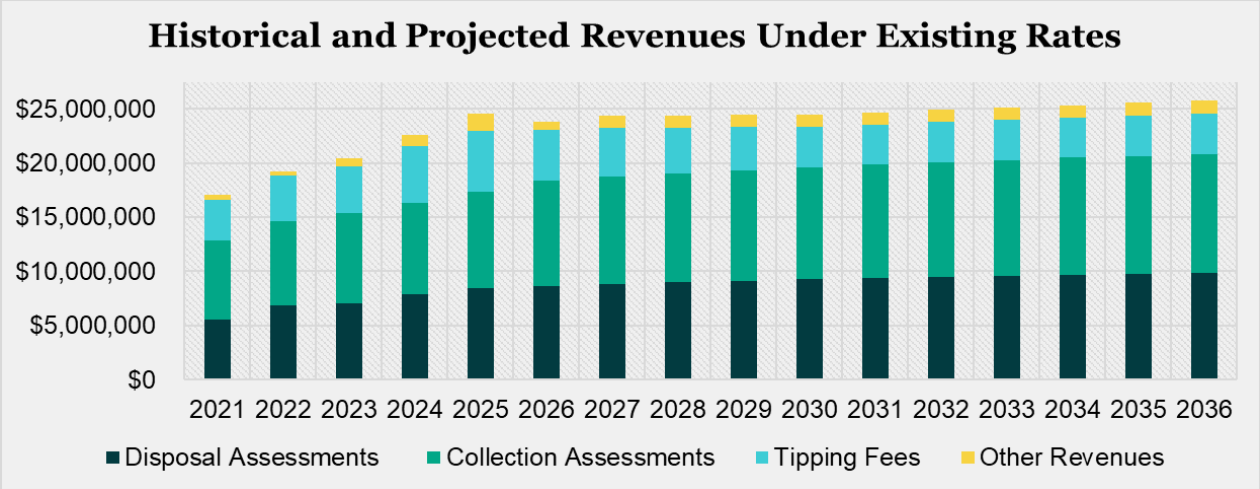
[1] Amounts shown assume a weighted rate based on 60% of customers charged $5 (five 32-gallon bags or less) and 40% charged $15 (more than five bags or commercial) based on discussions with County staff.
[2] As per discussions with county staff, the convenience center is expected to be revenue generating as of June of 2026. As such, 1/3rd of the rate revenue of other years was utilized to account for it being operational for 1/3rd of the fiscal year remaining.

Section 5: Revenue Composition and Forecast

The Department currently generates approximately $13.5 million in annual disposal revenues, excluding investment income. The majority or 65% of the revenues are generated from the residential disposal assessment. Waste deliveries charged a tipping fee comprise approximately 35% of the revenues, and together with the disposal assessment represent 100% of the current Department revenues.

As previously discussed in Section 4, as of Fiscal Year 2019 the Department is also responsible for solid waste collection services. Revenues associated with collection services are estimated to be approximately $10.2 million in Fiscal Year 2026 and represent a pass-through of operating expenses related to the current agreement and administration. The total revenue for the Department, including collection service revenue,

is estimated to be approximately $23.6 million excluding investment income. Figure 3 provides recent revenue history and a forecast of future revenues under existing rates.



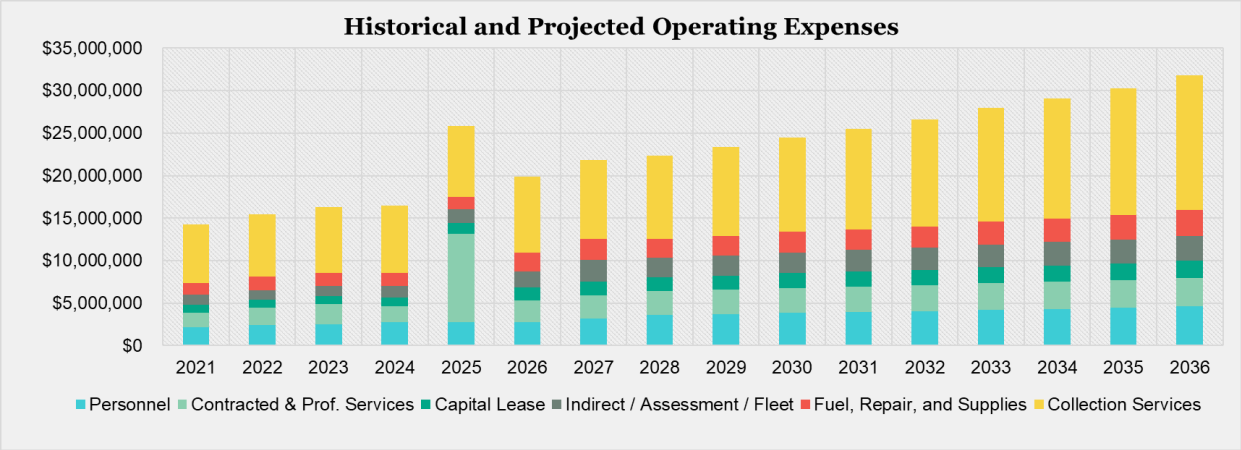
As can be seen on Figure 3 and found on Exhibits 3 and 4 at the end of this report, the revenues have grown in prior years due to adopted rate increases in Fiscal Years 2021 and 2025. The service area has exhibited a stable residential disposal unit base, which represents the majority of the System's revenues. The Forecast Period anticipates minimal changes to tonnages and revenue except for the reduction of C&D tonnages over the next 5 years until they are fully eliminated. As can be seen above the tipping fee revenues are decreasing over the next 5 years due to the assumed reduction of C&D waste stream. This is due to the BOCC direction last year that the County would like to move away from landfilling C&D. Other revenues shown include franchise fees, landfill gas sales, and other miscellaneous revenues.

Section 6: Expenditure Composition and Forecast

The expenditures of the Department are comprised of operating and capital expenses. The Department does not currently have any indebtedness related to the operation or for the financing of capital improvements of the System. The Department has entered into several operating lease agreements for major capital equipment, but such agreements are not capital leases and are not considered as a debt of the System.

Operating Expenses

The operating expenses of the Department represent the primary recurring expenditure of the System. The four primary operating expenses of the Department include personnel, contracted and professional services, fuel and oil, and capital lease payments. These expense categories comprise approximately $16.5 million, or 83%, of the total projected operating expenses of $19.9 million for Fiscal Year 2026. Figure 4 provides a summary of the primary expenses for the recent historical and Forecast Period.



[1] The significant increase in Contracted and Professional Services for Fiscal Year 2025 is driven by a one-time non-recurring expense of approximately $8.5 million, which was allocated to the disaster and debris removal fund for Hurricane Milton recovery efforts.

Increases in expenses during the historical period are primarily related to professional services, contractual services, and personnel increases. As can be seen, as of Fiscal Year 2021, operating expenses reflect the contracted residential curbside collection services, which average approximately $13 million a year annually during the Forecast Period. The rates charged to the County by the franchise hauler may be adjusted based on changes in the Water, Sewer, Trash Index (WSTI) and the Oil Price Information Service (OPIS), not to exceed 5.00%. Based on a review of the index history, contracted collection service has been escalated on average by 5.0% per year throughout the Forecast Period. It should be noted that the County accounts for residential curbside collection expenses within a separate fund and all residential curbside collection expenses are funded directly from a residential collection assessment (i.e., no disposal related revenues or charges fund collection) charged to properties that receive service.

The increase in operating expenses projected for the Fiscal Year 2025 and 2026 are indicative of the recent rise to inflation, as well as, expected changes in market conditions for certain contract services. The Fiscal Year 2023 increases are primarily driven by increases to fuel, repair, and supplies, while for the Fiscal Year 2024 expense increases were largely driven by assumed increases to contracted yard waste grinding costs, heavy equipment leases, and leachate treatment expenses. All projected expenses beyond the preliminary budget amounts for Fiscal Year 2026 were escalated assuming various inflation factors ranging from approximately 2.0% to 5.0% depending on the nature of the expense. For example, personnel expenses including benefits were escalated assuming a composite factor of 3.0%, while fuel costs were escalated by approximately 4.1% annually. The composite growth rate in overall expenses beyond the budgeted Fiscal Year 2026 amounts is assumed to be approximately 4.2% per year, which is considered reasonable for purposes of this analysis. It is assumed that inflation returns to historical averages for the purposes of long-term financial planning. For additional detail, please reference Exhibit 5 at the end of this report. In addition to these escalations in expenditures, based on discussions with county staff there were 3 additional positions proposed to be added in Fiscal Year 2027. Specifically, two positions were for Class I Operations and one for Recycling Operations, with all associated expenses allocated entirely to the Disposal function. The combined cost of these new hires is projected at $149,591 in Fiscal Year 2027, and was escalated in line with the 3% annual labor inflation factor for all subsequent years.

Capital Expenditures

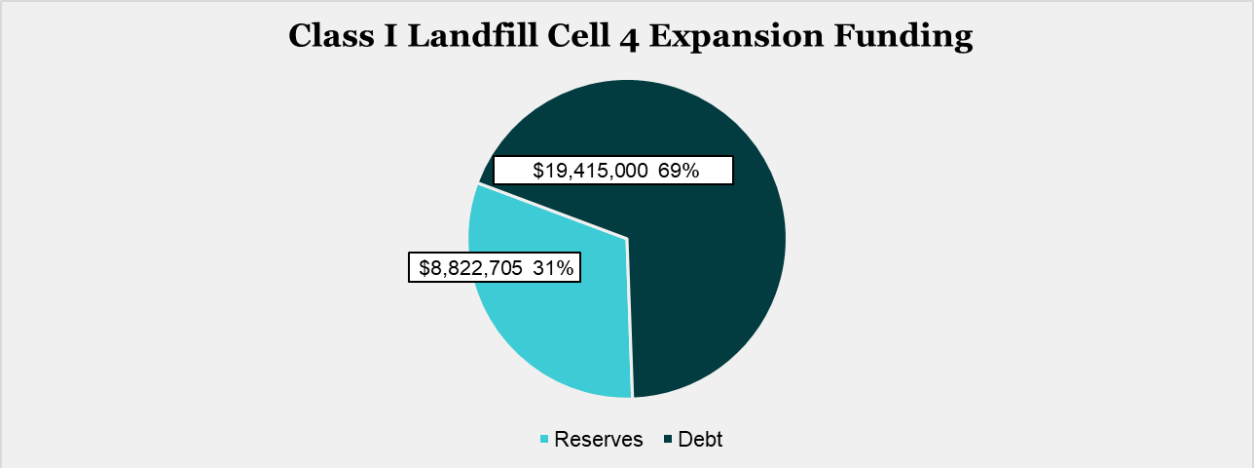
The forecast of capital expenditures was provided by the County and were reported in Fiscal Year 2026 dollars. Table 4 provides a listing of the capital projects identified.

Table 4. Summary of Identified Capital Expenditures

Capital Project Description	Status	Project Cost Estimate
Class I Landfill Cell 4 – Construction and Design [1]	Completion (FY 2026)	$9,063,049
Composting Facility	Design Anticipated (FY 2027)	3,378,359
Cell 3 Lateral Gas Collection System	On Hold	650,106
Recycling Building Construction	In Design	2,000,000
Capital Outlay and Allowance for Other Capital Expenditures	Ongoing	1,651,500
Administration Building – NW Facility	Completion (FY 2026)	854,875
Concrete - W Convenience Center	Completion (FY 2026)	290,903
Total Spending Fiscal Years 2026-2036		$17,888,792

[1] Assumes use of existing debt proceeds from 2022 Revenue Bonds.

Based on discussions with Department staff, the capital needs of the system are assumed to be funded through a combination of internal funding (i.e., rates and reserves) and debt proceeds. Table 6 provides a summary of the funding plan for the Forecast Period. As can be seen in Table 4, approximately 71% of the identified capital expenditures in the capital improvement plan (CIP) are related to the construction of the Northwest Landfill Cell 4 expansion, which is expected to be completed by Fiscal Year 2026. The Landfill Cell 4 expansion is anticipated to be funded through reserve funds and existing debt proceeds as shown on Figure 5.



The Future Cell Construction Fund, which was established for the sole purpose of funding landfill expansions, represents a minimum of the funding for Cell 4. However, based on the estimated cost and timing of the Cell 4 expansion, additional funding was needed. The remainder of the expansion, that was not funded from reserves, was debt funded. The County issued 2022 Non-Ad Valorem Revenue Bonds to fund the remainder of Cell 4 expansion cost. Below are the details of the debt issuance by the County. The County is currently making payments on this debt as of 9/30/2025, the outstanding principal balance due is $18,205,000.

Table 5. Debt

Description	Bond Information
Project Amount Funded	$19,415,000
Fiscal Year	2022
Interest Rate	4.90%
Term	30 Years
Total Payment	$1,243,881

In addition to the Cell 4 expansion, the Department has identified ongoing capital needs to maintain and improve the solid waste system. Table 6 shown below provides a breakdown of the funding sources for the identified capital funding requirements for the Forecast Period.

Table 6. Capital Funding – Fiscal Years 2026-2036

Funding Source	Amount
Capital / Renewal and Replacement Fund	$19,825,743
Existing Debt Proceeds	1,643,465
Operating Fund	-
Grants	-
Future Cell Construction Fund	7,419,584
Rate Revenues	-
Total Funding	$28,888,792

Exhibit 6 at the end of this report provides additional detail concerning the projected capital needs and funding sources for the Forecast Period.

Section 7: Landfill Closure / Post Closure and Fund Transfers

The County programs several types of required or identified fund transfers from operating revenues primarily for: i) future closure and post-closure or long-term care liabilities; ii) future landfill expansion capital costs; iii) capital expenditures identified from the CIP; and iv) future disaster / hurricane expenditures.

Closure and Post Closure Transfers

Pursuant to the Florida Administrative Code (the "Code") 62-701.630, landfill operators within the State are required to demonstrate financial assurance for the final closure and subsequent on-going post-closure costs. The code identifies several methods for demonstrating financial assurance, but the most common is to set aside funds as landfill capacity is used in a restricted fund. This is the method employed by the County in demonstrating financial assurance. The Florida Department of Environmental Protection (the "FDEP") requires the County to annually submit proof of compliance with the financial assurance requirements of the Code.

The projected costs of closure and post-closure or long-term care are estimated at the time of permit renewal, typically every five years. The costs are determined based upon surveys of costs associated with closure and long-term care at the time of the permit renewal, which are reviewed by engineers and FDEP staff. While the closure cost is a one-time event, long-term care or post-closure expenses represent the cumulative cost of annual operating expenses such as grounds maintenance, security, site monitoring or other operating costs for a 30-year period after closure. Once the closure and long-term care costs have been estimated during permitting, such costs are then escalated annually to account for inflation based on approved inflation factors by the FDEP. Closure and post-closure cost estimates are then not formally re-evaluated until the subsequent permit renewal. Additionally, closure liability is only calculated for active landfill cells that have received or are currently receiving waste.

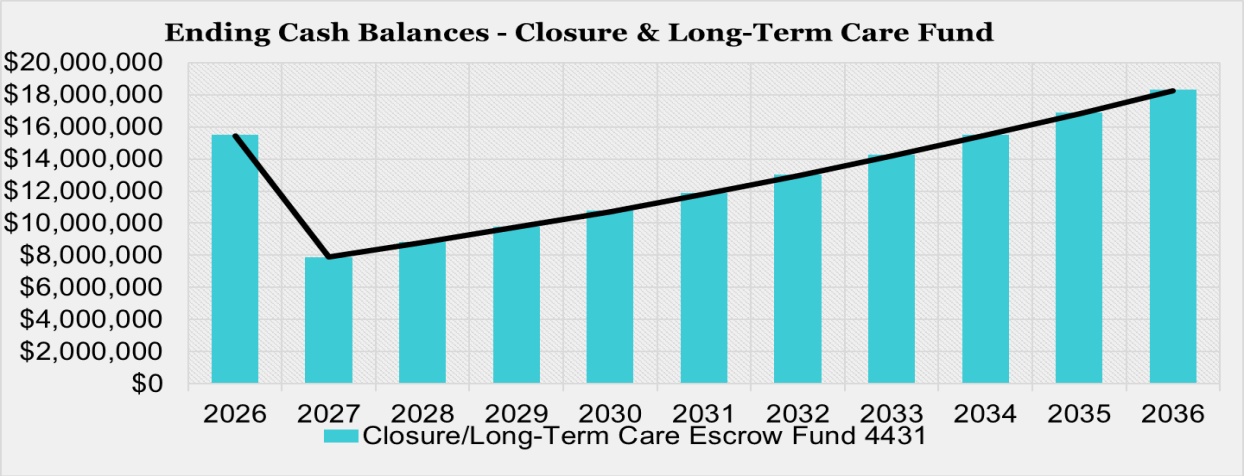
In order to estimate the capacity utilization of the landfill to determine the allocable closure liability / costs that are required for determination of financial assurance compliance, the County annually contracts for a fly-over to define the elevation of the landfill surface and calculate the volume of permitted landfill volume used during the previous year. This data provides accurate information to allow the Department to identify

the remaining air space or volume of permitted capacity remaining in the constructed cells. Table 7 provides a comparison of the estimated liability based on the landfill's capacity utilization and the corresponding cash reserves reported to be held by the Department's within the Closure Fund 4471.

Table 7. Closure and Post-Closure Liability as of September 30, 2025

Active Landfill Sites	Liability	Cash
NW Landfill Cells 1-3	13,922,811	12,335,491
C&D	210,986	257,310
Total	14,133,797	12,592,801

As can be seen from Table 7, the County has restricted approximately $12.6 million for closure and post-closure representing approximately 89% of the allocable long-term liability based on the most recent cost estimates at permit renewal. In order to fully cash fund the closure and post-closure liability for the active cells for the Northwest Landfill the financial forecast assumes annual deposits of approximately $1.3 million during the Forecast Period. Figure 6 provide a graphical summary of the projected fund balances relative to the projected closure liabilities for the Northwest Class I landfill.



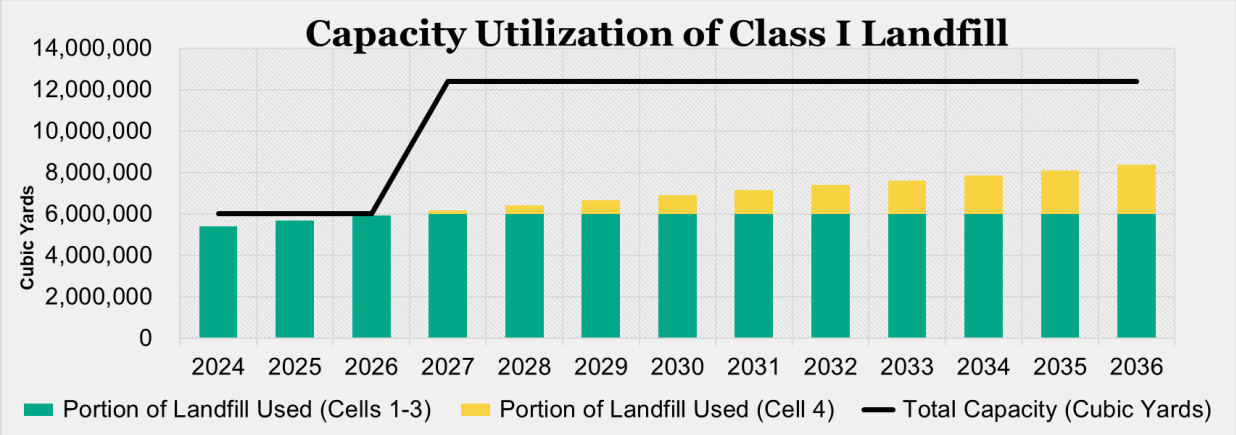
As can be seen above, it is assumed that the required closure fund reserve is expected to grow with the utilization of the existing landfill capacity and due to recognized inflationary increases in the estimated cost of closure. Based on the forecast of operations, the County does not immediately fund the projected liability for closure and post-closure, but the assumed annual transfers are expected to result in fully funding the closure fund liability by the close of the Forecast Period.

In addition to the programed transfers for the future closure of the Northwest Landfill, the County also must annually fund continued post-closure expenses associated with the closed Croom Landfill and the C&D Landfill. These transfers are projected to average approximately $38,000 annually for the Forecast Period and are considered as an operating expense of the System.

Transfers for Future Landfill Expansion

In order to minimize the overall cost to rate payers for disposal of waste, a portion of revenues are annually set aside to minimize the need for the issuance of indebtedness to fund future landfill expansion.

With respect to the Northwest Landfill Class I disposal facilities and based on the forecast of solid waste generation and delivery to the Northwest Landfill, the County expects to reach full capacity utilization of existing Cell 3 by Fiscal Year 2027. Based on discussions with Department staff construction for the expansion of Cell 4 is expected to be completed by the end of Fiscal Year 2026 in order to provide redundancy for the System in the event of increased waste deliveries or capacity issue. The County is expected to utilize cell 4 as soon as it is available. Figure 7 provides a forecast of expected capacity utilization for existing cells and proposed cell expansion of the Northwest Class I Landfill.



Transfers for CIP Funding / Capital Funded from Rates

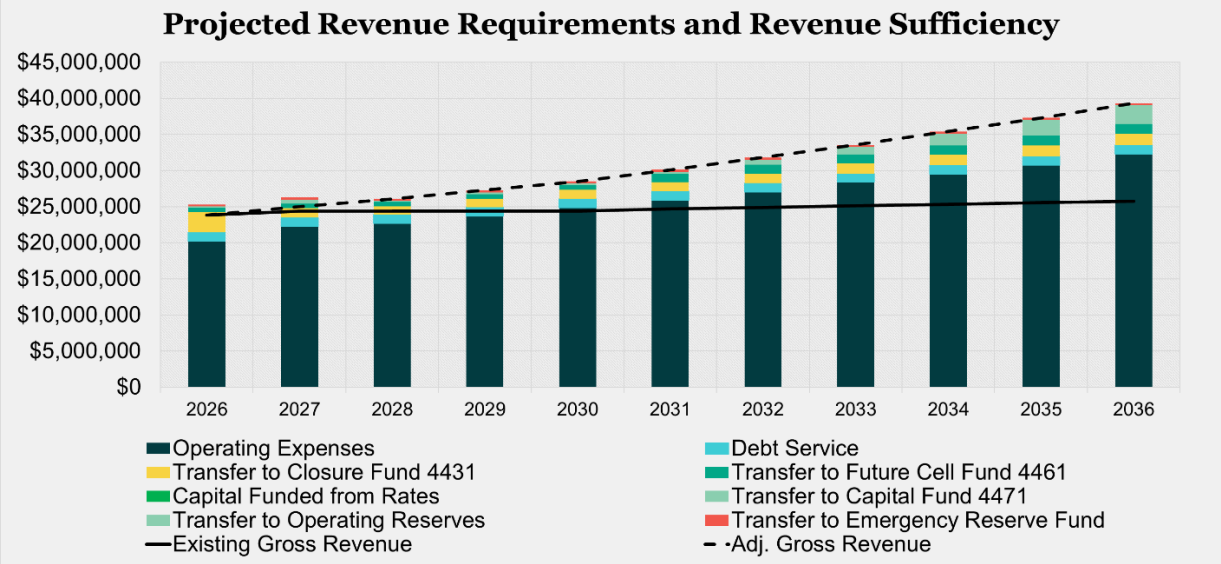
In addition to programed transfers for funding the long-term liabilities for closure, post-closure and expansion of the landfill, the Department budgets annual transfers to the Capital Fund 4471 for CIP needs. As discussed within Section 6, the CIP identifies the need for approximately $28.9 million in total funding requirements, including departmental capital outlays (i.e., vehicles / equipment), and it is assumed that the Department will spend down existing cash reserves within the capital fund and operating reserves.

Transfers for Disaster / Debris Reserves

Due to recent natural disasters, their impacts throughout the state, and discussions with County staff, the forecast assumes the funding of the Disaster / Debris Fund 4481. The purpose of the fund is to ensure the Department has adequate cash reserves to fund major and/or unexpected storm-related expenses (e.g., debris clean-up, facility repair, etc.). Additionally, the Department is projected to transfer $300,000 per year into an established fund for storm-related solid waste expenses. This will provide relief to the General Fund, which has generally funded storm expenses. It is not assumed that the County will be required to use any of these reserves for the Forecast Period. To the extent the fund is needed to fund storm-related expenses, additional deposits may be required above what is anticipated in the Study.

Section 8: Revenue Sufficiency and Fiscal Position

Based on the assumptions, as discussed throughout this report, Figure 8 provides a summary of the projected revenue requirements relative to projections of revenues under existing and adjusted rates.



Assuming no increase in collection or disposal rates, the growth in operating expenses from inflation relative to flat revenue growth are anticipated to erode financial margins resulting in an approximate net zero annual surplus in revenues by Fiscal Year 2036. To mitigate the decline in net revenue margins, future rate increases were recognized as shown in Table 8.

Table 8. Identified Rate Revenue Adjustments by Fiscal Year

	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
Disposal System Assessment [1]	4.75%	4.75%	4.75%	4.75%	4.75%	4.75%	4.75%	4.75%	4.75%	4.75%
Disposal System Tipping Fees [1]	1.44%	4.75%	4.75%	4.75%	4.75%	4.75%	4.75%	4.75%	4.75%	4.75%
Collection System [1] [2]	0.00%	3.88%	4.80%	4.74%	4.77%	4.75%	4.76%	4.79%	4.79%	4.80%

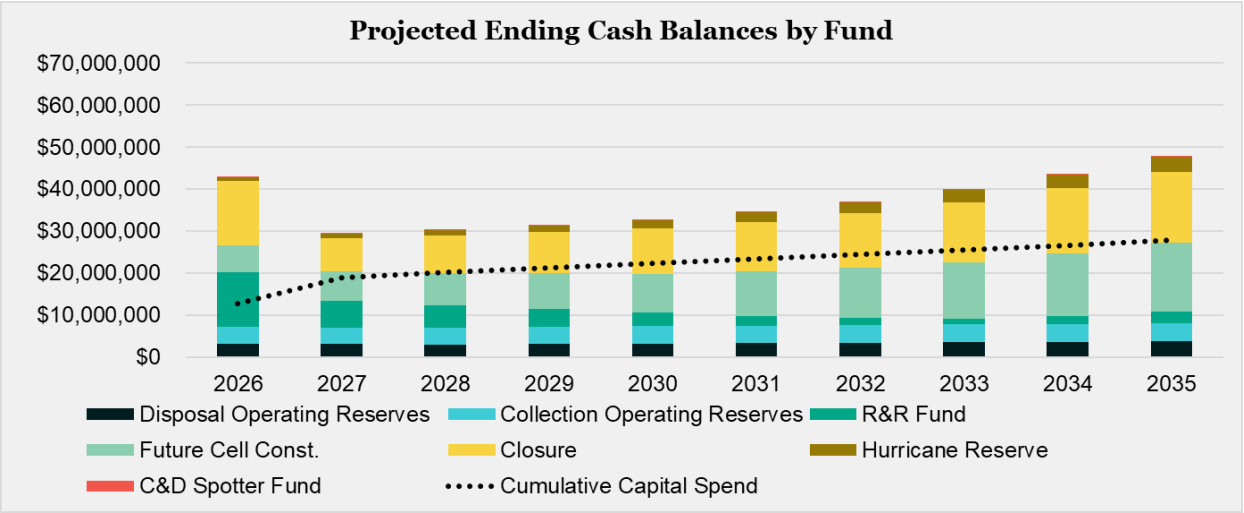
[1] Represents the projected percent increase to rate revenues identified to meet the projected funding requirements of the respective disposal and collection system.

[2] Represents estimated pass-through adjustments for collection customers in the Mandatory Collection Area of the County. Amounts may vary based on final calculations of contractual indices.

Due to the timing for the identified rate adjustment, it is recommended that the County annually update the financial forecast and consider adopting any identified rate adjustments in the prior year to expected implementation. Assuming implementation of the identified rate adjustments, the Department is expected to:

- Maintain minimum unrestricted cash reserves equal to at least 90 days of operating expenses.
- Fully fund the allocable closure and post-closure liability by the close of the Forecast Period.
- Fully fund the identified capital needs of the System, including reservation of funds for the expansion of the Northwest Landfill.
- Fund the ongoing operating expenses of the System.

Figure 9 provides a forecast of cash balances by fund recognizing implementation of the identified rate revenue adjustments.



As shown in Figure 9, although the overall cash balances are expected to decline during the Forecast Period to fund capital projects not funded from debt proceeds or grants, reserves in the Operating Funds are generally expected to increase throughout the Forecast Period.

Section 9: Rate Recommendations

Based on the recommended financial targets and projected cost of revenue requirements the recommended identified rates are shown below:

Identified Rates

Table 9 summarizes the identified disposal rate revenue adjustments for each option and the proposed rates.

Table 9. Summary of Existing and Identified Rates – Fiscal Year 2026

Description	Existing 2026	Identified 2027
Assessments:		
Collection [1]	$217.37	$217.37
Disposal	98.04	102.70
Gross Assessment [2]	$315.41	$320.07
Assessment Paid in February = 1% Discount	$312.26	$316.87
Assessment Paid in January = 2% Discount	$309.10	$313.67
Assessment Paid in December = 3% Discount	$305.95	$310.47
Assessment Paid in November = 4% Discount	$302.79	$307.27

Multi-Family	$98.04	$102.70
Tipping Fees per Ton by Waste Type:		
MSW / Garbage	$62.47	$63.37
Yard Waste	56.27	57.09
C&D	78.47	85.00
Sludge	62.47	63.37
Tires	154.88	157.13
Tires (Off Road)	206.50	209.50

[1] Existing rates for Fiscal Year 2026 as adopted by the BOCC.
[2] Reflects gross assessments before early prepayment discounts as allowed by Florida Statutes, Chapter 197.
[3] Reference Table 11 for detailed breakdown of the Cost-of-Service Calculation.

As can be seen above, although the recommended rates are designed to recover the targeted revenues as indicated in Section 8 of this report, the recommended fees mostly recognized uniform or across-the-board increases for all fee types and services. The one fee that didn't follow the uniform increase was C&D, this is due to the nature of C&D waste. The compaction of C&D is much lower than MSW and thus costs more to landfill. The increases to MSW are due to general inflation and cost increases to landfill operations such as increasing equipment and leachate disposal costs. It is recommended that the County annually review the financial forecast and cost of service to confirm the timing and level of required future rate revenue adjustments, as well as review the cost-of-service evaluation.

Early Prepayment Discount

Pursuant to Florida Statutes, customers may elect to receive a discount of up to 4% if they pay all of the charges and taxes included on the ad valorem tax bill prior to the due date of the bill. The residential solid waste assessment is collected with the tax bill as allowed by Florida Statutes, Chapter 197. The majority of residential customers in the County pay taxes and the solid waste assessment early and receive a discount. The recommended assessment for the Fiscal Year 2027 assumes a mark-up to the calculated fee for the early payment discount. Therefore, if the full 4% discount is recognized by a property owner the County will collect the full rate for service (after the discount is applied); the mark-up of fees included on the ad valorem tax bill is customary and allows the solid waste enterprise fund to fully collect the fees for service.

Customer Impact

The residential solid waste bill is expected to increase by approximately $4.66 (i.e., $0.39 per month). The actual charge a customer pays may vary due to the early prepayment discount.

Rate Comparison

In order to provide additional information relative to the fees charged for service, Table 10 provides a summary of comparable fees charged by other Florida counties for collection and disposal service to the existing and proposed fees for the County:

Table 10. Comparison of Residential Collection, Disposal, and Non-residential Tipping Fees [1]

Description	Population	Annual Collection and Disposal Charges	Tipping Fees per Ton		
			MSW	C&D	Yard Waste
Hernando County					
Existing	225,830	$315.41	$62.47	$78.47	$56.27
Identified		$320.07	$63.37	$85.00	$57.09
Other Solid Waste Systems					
Broward County [2]	2,012,945	$512.00	$100.00	$100.00	$75.00
Charlotte County	222,968	324.64	48.90	48.90	48.90
Citrus County [4]	173,511	411.00	46.00	134.00	33.00
Collier County [3]	417,540	261.91	90.35	96.55	57.50
Desoto County	37,267	284.80	42.00	42.00	42.00
Hillsborough County [2][3]	1,577,032	510.77	141.00	104.00	65.00
Lee County [2][3]	889,547	357.11	69.83	70.25	48.92
Manatee County	477,444	283.80	46.00	65.00	44.00
Miami-Dade County [2]	2,791,914	702.00	115.80	115.80	115.80
Orange County	1,535,016	300.00	54.20	41.10	46.80
Palm Beach County [2][3]	1,577,304	498.83	42.00	80.00	35.00
Pasco County [2][3]	692,842	389.68	104.03	104.03	104.03
Polk County	898,146	346.05	46.00	46.00	36.50
Sarasota County [3]	483,927	263.96	60.85	59.91	47.43
Seminole County	494,104	305.00	41.63	41.63	41.63
Other Systems' Average	952,100	$383.44	$69.91	$76.61	$56.10

[1] Unless otherwise noted, amounts shown reflect rates in effect March 2026 and derived from Exhibit 9 found at the end of this report.
[2] Reflects solid waste programs that utilize a resource recovery facility (waste-to-energy), as the primary means of disposal.
[3] County is currently involved in a rate study, is planning to conduct a rate study, or will implement a rate revision within the next twelve months following the comparison preparation date.
[4] Citrus County has open collection system and amounts shown assume an estimated collection cost of $32 per Month plus $27 disposal charge based on discussions with Citrus County staff.

As can be seen above, the County's proposed rates being recommended for adoption by the BOCC for the Fiscal Year 2027 are projected to remain comparable to and / or below the average charged by the other surveyed counties for similar solid waste service except for C&D. However, the increased rate for C&D, while above average, is not the highest rate shown on the comparison and discourages excess usage of landfill airspace.

Section 10: Conclusion

Raftelis has evaluated the sufficiency of the current solid waste rates, including the non-ad valorem assessments and tipping fees, to fund the projected revenue requirements of the Hernando County Solid Waste & Recycling Department during the Forecast Period. Based on the assumptions and analyses presented in this study, the current rates are not projected to generate sufficient net revenue to meet the system's total expenditure and funding requirements, including the anticipated capital improvement plan.

To ensure the financial stability and sustainability of the solid waste system, it is recommended that the County implement the following proposed rate adjustments.

Description	Existing 2026	Identified 2027
Assessments:		
Collection [1]	$217.37	$217.37
Disposal	98.04	102.70
Gross Assessment [2]	$315.41	$320.07
Assessment Paid in February = 1% Discount	$312.26	$316.87
Assessment Paid in January = 2% Discount	309.10	313.67
Assessment Paid in December = 3% Discount	305.95	310.47
Assessment Paid in November = 4% Discount	302.79	307.27
Multi-Family	$98.04	$102.70
Tipping Fees per Ton by Waste Type		
MSW / Garbage	$62.47	$63.37
Yard Waste	56.27	57.09
C&D	78.47	85.00
Sludge	62.47	63.37
Tires	154.88	157.13
Tires (Off Road)	206.50	209.50

[1] Existing rates for Fiscal Year 2026 as adopted by the BOCC.
[2] Reflects gross assessments before early prepayment discounts as allowed by Florida Statutes, Chapter 197.
[3] Reference Table 11 for detailed breakdown of the Cost-of-Service Calculation.

The primary factors driving the need for these adjustments include:

- Increased Operating Expenses associated with the impacts of general inflation across all categories of operating expenses, as well as escalating contractual collection costs tied to industry indices.

- Funding Capital Expenditures to provide dedicated annual transfers for the renewal, replacement, and expansion of system assets, specifically including future landfill cell expansions and other capital needs. Generating these funds internally limits the amount of future debt financing and long-term interest costs to the system, which promotes ongoing rate stability.

- Preserving Creditworthiness and Financial Stability to promote the long-term financial health of the solid waste enterprise. This includes maintaining operating reserves to 90 days of operations and maintenance costs which will limit the risk to the utility from unforeseen changes in revenues or the incurrence of unexpected operating or capital expenditures, as well as maintaining adequate storm and disaster debris reserves.

- Meeting Long-Term Liabilities by generating sufficient funds to establish adequate reserves for the allocable closure and post-closure liabilities associated with the County's active and closed landfills.

- Operational Enhancements related to incremental program improvements, such as the implementation of the new composting program to sustainably manage waste.

The proposed rates are considered necessary to fully recover the cost of providing solid waste services, meet the Department's financial obligations, and promote the long-term financial sustainability of the system. It is recommended that the County annually update this financial forecast and review the cost of service to confirm the timing and level of required future rate adjustments.

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List of Attachments

Exhibit 1	Historical Assessment Units and Solid Waste Tonnages
Exhibit 2	Projected Assessment Units and Solid Waste Tonnages
Exhibit 3	Historical and Projected Assessment Revenues Under Existing Rates
Exhibit 4	Historical and Projected Tipping Fee Revenues Under Existing Rates
Exhibit 5	Projected Operating Expenses
Exhibit 6	Capital Improvement and Funding Plan
Exhibit 7	Projected Revenue Requirements and Revenue Sufficiency
Exhibit 8	Projected Cash Balances and Interest Earnings
Exhibit 9	Solid Waste Rate Comparison with Other Solid Waste Systems

Exhibit 1
Hernando County, FL
Fiscal Year 2026 Solid Waste Analysis

Historical Disposal Units and Solid Waste Tonnages

Line No.	Description	Lookup Code	Factor	2021	2022	2023	2024	2025
	RESIDENTIAL DISPOSAL ASSESSMENT UNITS:							
1	Single Family							
2	Units - Beginning Units			79,637	80,625	82,023	83,507	85,215
3	Units - Growth (Total)			988	1,398	1,484	1,708	3,408
4	Units - Ending Units			80,625	82,023	83,507	85,215	88,623
5	Units - Average			80,131	81,324	82,765	84,361	86,919
	Multi-family							
6	Units - Beginning Units			1,747	1,768	1,768	1,768	1,768
7	Units - Growth (Total)			21	-	-	-	-
8	Units - Ending Units			1,768	1,768	1,768	1,768	1,768
9	Units - Average			1,758	1,768	1,768	1,768	1,768
	Total Disposal Assessments							
10	Units - Beginning Units			81,384	82,393	83,791	85,275	86,983
11	Units - Growth (Total)			1,009	1,398	1,484	1,708	3,408
12	Units - Ending Units			82,393	83,791	85,275	86,983	90,391
13	Units - Average			81,889	83,092	84,533	86,129	88,687
	Equivalent Disposal Units:							
14	Single Family (100.00%)		100.00%	80,131	81,324	82,765	84,361	86,919
15	Multi-family (91.20%)		91.20%	1,603	1,612	1,612	1,612	1,612
16	Total			81,734	82,936	84,377	85,973	88,531
	RESIDENTIAL COLLECTION ASSESSMENT UNITS:							
	Mandatory Single Family							
17	Units - Beginning Units			42,663	43,003	43,546	44,111	44,693
18	Units - Growth (Total)			340	543	565	582	827
19	Units - Ending Units			43,003	43,546	44,111	44,693	45,520
20	Units - Average			42,833	43,275	43,829	44,402	45,107
	Total Collection Assessments							
21	Units - Beginning Units			42,663	43,003	43,546	44,111	44,693
22	Units - Growth (Total)			340	543	565	582	827
23	Units - Ending Units			43,003	43,546	44,111	44,693	45,520
24	Units - Average			42,833	43,275	43,829	44,402	45,107
	Equivalent Collection Units:							
25	Single Family (100.00%)		100.00%	42,833	43,275	43,829	44,402	45,107
26	Multi-family (91.20%)		100.00%	N/A	N/A	N/A	N/A	N/A
27	Total			42,833	43,275	43,829	44,402	45,107

Exhibit 1
Hernando County, FL
Fiscal Year 2026 Solid Waste Analysis

Historical Disposal Units and Solid Waste Tonnages

Line No.	Description	Lookup Code	Factor	2021	2022	2023	2024	2025
	TONNAGES BY WASTE TYPE & CUSTOMER:							
28	**Assessment Tons:**							
29	Class I Waste	CLASS IRES		90,339	93,145	93,152	86,731	103,480
30	Annual Tons per Unit			1.103	1.121	1.102	1.007	1.167
31	Construction & Demolition Waste	C&DRES		9,489	7,657	-	-	3,302
32	Annual Tons per Unit			0.116	0.092	-	-	0.037
33	Adjustment - Convenience Center Center C&D No Longer Accepted for Free							
34	Adjusted Construction & Demolition Waste			9,489	7,657	-	-	3,302
35	Yard Waste (Includes CCC Yard Waste that is Mulched)	YARDRES		10,797	9,849	8,356	8,844	17,619
36	Annual Tons per Unit			0.132	0.119	0.099	0.103	0.199
37	Recycling	RECRES		4,778	4,849	4,622	3,590	3,824
38	Annual Tons per Unit			0.058	0.058	0.055	0.042	0.043
39	Tires	TIRESRES		-	-	-	-	1
40	Annual Tons per Unit			-	-	-	-	0.000
41	Other (Scrap Metal, White Goods, etc.)	OTHERRES		1,087	696	559	443	656
42	Annual Tons per Unit			0.013	0.008	0.007	0.005	0.007
43	Total			116,491	116,195	106,689	99,607	128,883
44	Annual Tons per Unit			1.423	1.398	1.262	1.156	1.453
	Non-Assessment Tons							
	Revenue Generating							
	Class I Waste Residential							
45	Growth			(37)	1,234	(709)	(1,193)	565
46	Tonnage	CLASS IREV		4,228	5,462	4,752	3,559	4,124
47	Annual Percent Change			(0.86%)	29.18%	(12.99%)	(25.11%)	15.89%
48	Revenue Generating - Tonnage						3,480	4,049
49	Percentage of Total Tons to Revenue Generating Tons						97.80%	98.19%
	Class I Waste Commercial							
50	Growth			2,517	6,276	1,816	(9,317)	11,961
51	Tonnage	CLASS ICOMM		46,345	52,621	54,436	45,119	57,080
52	Annual Percent Change			5.74%	13.54%	3.45%	(17.12%)	26.51%
	Construction & Demolition Waste							
53	Growth			(2,220)	(4,527)	(3,365)	12,226	1,056
54	Tonnage	C&DREV		12,184	7,657	4,292	16,518	17,573
55	Annual Percent Change			(15.41%)	(37.16%)	(43.95%)	284.87%	6.39%
	Yard Waste							
56	Growth			6,503	519	(14,066)	(3,318)	49
57	Tonnage	YARDREV		22,937	23,456	9,389	6,071	6,120
58	Annual Percent Change			39.57%	2.26%	(59.97%)	(35.34%)	0.81%

Exhibit 1
Hernando County, FL
Fiscal Year 2026 Solid Waste Analysis

Historical Disposal Units and Solid Waste Tonnages

Line No.	Description	Lookup Code	Factor	2021	2022	2023	2024	2025
	Sludge							
62	Growth			(76)	794	(90)	(450)	930
63	Tonnage	SLDGCOMM		6,920	7,714	7,624	7,174	8,104
64	Annual Percent Change			(1.09%)	11.48%	(1.17%)	(5.90%)	12.96%
	Tires							
65	Growth			(398)	(43)	(35)	11	116
66	Tonnage	TIRESREV		389	345	310	322	438
67	Annual Percent Change			(50.62%)	(11.18%)	(10.08%)	3.60%	36.12%
	Tires (Offroad)							
68	Growth			(11)	(3)	14	(8)	(1)
69	Tonnage	TIRESOFFREV		10	7	20	12	12
70	Annual Percent Change			(52.10%)	(32.89%)	207.99%	(37.71%)	(7.53%)
	Other (Asbestos, Contaminated Soil, Dead Animals)							
74	Growth			13	(15)	13	40	(28)
75	Tonnage	OTHERREV		19	4	17	57	29
76	Annual Percent Change			202.70%	(78.24%)	319.76%	228.53%	(49.17%)
77	Total			97,927	97,264	80,842	78,753	93,405
78	Annual Percent Change			2.28%	(0.68%)	(16.88%)	(2.58%)	18.60%
				93,031	97,264	80,841	78,753	93,405
	Non-Revenue Generating Tons							
	C&D Credit Material							
79	Growth			184	3,680	(6,717)	19,476	97,154
80	Tonnage	CDCNON		14,313	17,993	11,276	30,752	127,906
81	Annual Percent Change			1.30%	25.71%	(37.33%)	172.72%	315.92%
	Mulched Yard Waste (Estimated Tons of Processed Mulch Tracked)							
82	Growth			1,567	(0)	(28,813)	7	(7)
83	Tonnage	MULCHNON		28,813	28,813	-	7	-
84	Annual Percent Change			5.75%	(0.00%)	(100.00%)	0.00%	(100.00%)
	Leachate							
85	Growth			1,948	(438)	(2,046)	(1,033)	2,961
86	Tonnage	LCHNON		12,500	12,062	10,016	8,983	11,943
87	Annual Percent Change			18.46%	(3.50%)	(16.96%)	(10.31%)	32.96%
	Hazardous Material							
88	Growth			-	-	-	-	3
89	Tonnage	HZDNON		-	-	-	-	3
90	Annual Percent Change			0.00%	0.00%	0.00%	0.00%	0.00%
94	Total			55,626	58,868	21,292	39,742	139,852
95	Annual Percent Change			7.12%	5.83%	(63.83%)	86.65%	251.90%

Exhibit 1
Hernando County, FL
Fiscal Year 2026 Solid Waste Analysis

Historical Disposal Units and Solid Waste Tonnages

Line No.	Description	Lookup Code	Factor	2021	2022	2023	2024	2025
	Total Inbound Tons:							
96	**Class I Waste**			140,912	151,227	152,341	135,409	164,684
97	**Construction & Demolition Waste (Excludes C&D Credit Fill)**			21,673	15,313	4,292	16,518	20,876
98	**C&D Credit Material (Used for Fill Dirt)**			14,313	17,993	11,276	30,752	127,906
99	**Mobile Homes**			-	-	-	-	-
100	**Yard Waste (Includes Convenience Center Mulched Yard Waste)**			33,734	33,304	17,745	14,915	23,739
101	**Recycling - County**			4,778	4,849	4,622	3,590	3,824
102	**Recycling - Out of County**			4,896	-	1	-	-
103	**Other Recycling (Scrap Metal, White Goods, etc.)**			1,087	696	559	443	656
104	**Sludge**			6,920	7,714	7,624	7,174	8,104
105	**Leachate**			12,500	12,062	10,016	8,983	11,943
106	**Hazardous Materials**			-	-	-	-	3
107	**Other**			19	4	17	57	29
108	**Tires**			398	352	330	334	451
109	**Total**			241,230	243,515	208,823	218,174	362,214
	Reprocessed Tons:							
110	**Mulched Yard Waste from Collection Points & at Landfill**			28,813	28,813	-	7	-
	TONNAGE / CAPACITY USE BY FACILITY:							
	Class I Landfill:							
	Tonnages Landfilled							
111	Class I Waste			140,912	151,227	152,341	135,409	164,684
112	Construction & Demolition			21,673	15,313	4,292	16,518	20,876
113	Sludge			6,920	7,714	7,624	7,174	8,104
114	Other			19	4	17	57	29
115	Tonnages to Class I Landfill			169,524	174,259	164,274	159,158	193,693
116	Composting Diversions - Sludge for Composting			-	-	-	-	-
117	Adjusted Tonnage to Class I Landfill			169,524	174,259	164,274	159,158	193,693
	Capacity Utilization of Class I Landfill (Existing Cells 1-3):							
118	Total Acreage - Info Only			54.0	54.0	54.0	54.0	54.0
119	Active Acreage - Info Only			54.0	54.0	54.0	54.0	54.0
120	Total Capacity (Cubic Yards)			6,008,640	6,008,640	6,008,640	6,008,640	6,008,640
121	Beginning Capacity Remaining (Cubic Yards)			1,514,634	1,279,836	1,039,479	812,895	593,367
122	Tonnage sent to Class I Landfill			169,524	174,259	164,274	159,158	193,693
123	Assumed Pounds per Cubic Yard			1,444	1,450	1,450	1,450	1,450
124	Assumed Cubic Yards Disposed			234,798	240,357	226,584	219,528	267,162
125	Portion of Landfill Used (Cubic Yards)			4,728,804	4,969,161	5,195,745	5,415,273	5,682,435
126	Ending Capacity Remaining (Cubic Yards)			1,279,836	1,039,479	812,895	593,367	326,205
127	Percentage of Capacity Utilization			78.70%	82.70%	86.47%	90.12%	94.57%

Exhibit 1
Hernando County, FL
Fiscal Year 2026 Solid Waste Analysis

Historical Disposal Units and Solid Waste Tonnages

Line No.	Description	Lookup Code	Factor	2021	2022	2023	2024	2025
	Capacity Utilization of C&D Landfill:							
128	C&D Tonnages to C&D Landfill			-	-	-	-	-
	Capacity Utilization of C&D Landfill:							
129	Total Acreage - Info Only			12.4	12.4	12.4	12.4	12.4
130	Active Acreage - Info Only			12.4	12.4	12.4	12.4	12.4
131	Total Capacity			702,992	702,992	702,992	702,992	702,992
132	Beginning Capacity Remaining			(182,481)	(182,481)	(182,481)	(182,481)	(182,481)
133	Additional Capacity			-	-	-	-	-
134	Tonnage sent to C&D Landfill			0	0	0	0	0
135	Assumed Pounds per Cubic Yard			2,035	2,035	2,035	2,035	2,035
136	Assumed Cubic Yards Disposed			0	0	0	0	0
137	Portion of Landfill Used			885,473	885,473	885,473	885,473	885,473
138	Ending Capacity Remaining			(182,481)	(182,481)	(182,481)	(182,481)	(182,481)
139	Percentage of Capacity Utilization			125.96%	125.96%	125.96%	125.96%	125.96%
	Off-Site Disposal - Recyclable / Yard Waste:							
140	Yard Waste			33,734	33,304	17,745	14,915	23,739
141	Recyclable			10,761	5,545	5,182	4,032	4,480
142	Tires			398	352	330	334	451
143	Leachate			12,500	12,062	10,016	8,983	11,943
144	Hazardous Materials			-	-	-	-	3
145	Mobile Homes			-	-	-	-	-
146	Construction & Demolition			-	-	-	-	-
147	Total			57,393	51,263	33,273	28,264	40,616
	Total Tons by Facility Destination:							
148	**Class I Landfill**			169,524	174,259	164,274	159,158	193,693
149	**Composting**			-	-	-	-	-
150	**C&D Landfill**			-	-	-	-	-
151	**Off-site Disposal**			57,393	51,263	33,273	28,264	40,616
152	**C&D Credit (Fill Dirt Accepted for Free)**			14,313	17,993	11,276	30,752	127,906
153	**Total**			241,230	243,515	208,823	218,174	362,214

Exhibit 2
Hernando County, FL
Fiscal Year 2026 Solid Waste Analysis

Projected Disposal Units and Solid Waste Tonnages

Line No.	Description	Fiscal Year Ending September 30, 2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
	RESIDENTIAL DISPOSAL ASSESSMENT UNITS:											
1	Single Family	2.03%	1.88%	1.73%	1.58%	1.43%	1.28%	1.13%				
2	Units - Beginning Units	88,623	90,423	92,123	93,623	95,023	96,323	97,523	98,623	99,623	100,523	101,323
3	Units - Growth (Total)	1,800	1,700	1,500	1,400	1,300	1,200	1,100	1,000	900	800	800
4	Units - Ending Units	90,423	92,123	93,623	95,023	96,323	97,523	98,623	99,623	100,523	101,323	102,123
5	Units - Average	89,523	91,273	92,873	94,323	95,673	96,923	98,073	99,123	100,073	100,923	101,723
	Multi-family											
6	Units - Beginning Units	1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768
7	Units - Growth (Total)	-	-	-	-	-	-	-	-	-	-	-
8	Units - Ending Units	1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768
9	Units - Average	1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768
	Total Disposal Assessments											
10	Units - Beginning Units	90,391	92,191	93,891	95,391	96,791	98,091	99,291	100,391	101,391	102,291	103,091
11	Units - Growth (Total)	1,800	1,700	1,500	1,400	1,300	1,200	1,100	1,000	900	800	800
12	Units - Ending Units	92,191	93,891	95,391	96,791	98,091	99,291	100,391	101,391	102,291	103,091	103,891
13	Units - Average	91,291	93,041	94,641	96,091	97,441	98,691	99,841	100,891	101,841	102,691	103,491
	Equivalent Disposal Units:											
14	Single Family (100.00%)	89,523	91,273	92,873	94,323	95,673	96,923	98,073	99,123	100,073	100,923	101,723
15	Multi-family (91.20%)	1,612	1,612	1,612	1,612	1,612	1,612	1,612	1,612	1,612	1,612	1,612
16	Total	91,135	92,885	94,485	95,935	97,285	98,535	99,685	100,735	101,685	102,535	103,335
	RESIDENTIAL COLLECTION ASSESSMENT UNITS:											
	Mandatory Single Family											
17	Units - Beginning Units	45,520	46,426	47,283	48,041	48,749	49,407	50,015	50,573	51,081	51,538	51,945
18	Units - Growth (Total)	906	857	758	708	658	608	558	508	457	407	407
19	Units - Ending Units	46,426	47,283	48,041	48,749	49,407	50,015	50,573	51,081	51,538	51,945	52,352
20	Units - Average	45,973	46,855	47,662	48,395	49,078	49,711	50,294	50,827	51,310	51,742	52,149
	Total Collection Assessments											
21	Units - Beginning Units	45,520	46,426	47,283	48,041	48,749	49,407	50,015	50,573	51,081	51,538	51,945
22	Units - Growth (Total)	906	857	758	708	658	608	558	508	457	407	407
23	Units - Ending Units	46,426	47,283	48,041	48,749	49,407	50,015	50,573	51,081	51,538	51,945	52,352
24	Units - Average	45,973	46,855	47,662	48,395	49,078	49,711	50,294	50,827	51,310	51,742	52,149
	Equivalent Collection Units:											
25	Single Family (100.00%)	45,973	46,855	47,662	48,395	49,078	49,711	50,294	50,827	51,310	51,742	52,149
26	Multi-family (91.20%)	-	-	-	-	-	-	-	-	-	-	-
27	Total	45,973	46,855	47,662	48,395	49,078	49,711	50,294	50,827	51,310	51,742	52,149
	TONNAGES BY WASTE TYPE & CUSTOMER:											
28	**Assessment Tons:**											
29	Class I Waste	100,420	102,345	104,105	105,700	107,185	108,560	109,825	110,980	112,025	112,960	113,840
30	Annual Tons per Unit	1.100	1.100	1.100	1.100	1.100	1.100	1.100	1.100	1.100	1.100	1.100
31	Construction & Demolition Waste	-	-	-	-	-	-	-	-	-	-	-
32	Annual Tons per Unit	-	-	-	-	-	-	-	-	-	-	-
34	Adjusted Construction & Demolition Waste	-	-	-	-	-	-	-	-	-	-	-
35	Yard Waste (Includes CCC Yard Waste that is Mulched)	11,868	12,095	12,303	12,492	12,667	12,830	12,979	13,116	13,239	13,350	13,454
36	Annual Tons per Unit	0.130	0.130	0.130	0.130	0.130	0.130	0.130	0.130	0.130	0.130	0.130
37	Recycling	3,652	3,722	3,786	3,844	3,898	3,948	3,994	4,036	4,074	4,108	4,140
38	Annual Tons per Unit	0.040	0.040	0.040	0.040	0.040	0.040	0.040	0.040	0.040	0.040	0.040
39	Tires	-	-	-	-	-	-	-	-	-	-	-
40	Annual Tons per Unit	-	-	-	-	-	-	-	-	-	-	-
41	Other (Scrap Metal, White Goods, etc.)	456	465	473	480	487	493	499	504	509	513	517
42	Annual Tons per Unit	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005
43	Total	116,396	118,627	120,667	122,516	124,237	125,831	127,297	128,636	129,847	130,931	131,951
44	Annual Tons per Unit	1.275	1.275	1.275	1.275	1.275	1.275	1.275	1.275	1.275	1.275	1.275

Exhibit 2
Hernando County, FL
Fiscal Year 2026 Solid Waste Analysis

Projected Disposal Units and Solid Waste Tonnages

Line No.	Description	Fiscal Year Ending September 30, 2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
	Non-Assessment Tons											
	Revenue Generating											
	Class I Waste Residential											
45	Growth	-	-	-	-	-	-	-	-	-	-	-
46	Tonnage	4,124	4,124	4,124	4,124	4,124	4,124	4,124	4,124	4,124	4,124	4,124
47	Annual Percent Change	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
48	Revenue Generating - Tonnage	4,049	4,049	4,049	4,049	4,049	4,049	4,049	4,049	4,049	4,049	4,049
49	Percentage of Total Tons to Revenue Generating Tons	98.19%	98.19%	98.19%	98.19%	98.19%	98.19%	98.19%	98.19%	98.19%	98.19%	98.19%
	Class I Waste Commercial											
50	Growth	(9,239)	-	-	-	-	-	-	-	-	-	-
51	Tonnage	47,841	47,841	47,841	47,841	47,841	47,841	47,841	47,841	47,841	47,841	47,841
52	Annual Percent Change	(16.19%)	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
	Construction & Demolition Waste											
53	Growth	(4,000)	(3,400)	(3,400)	(3,400)	(3,373)	-	-	-	-	-	-
54	Tonnage	13,573	10,173	6,773	3,373	0	0	0	0	0	0	0
55	Annual Percent Change	(22.76%)	(25.05%)	(33.42%)	(50.20%)	(99.99%)	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
	Yard Waste											
56	Growth	-	-	-	-	-	-	-	-	-	-	-
57	Tonnage	6,120	6,120	6,120	6,120	6,120	6,120	6,120	6,120	6,120	6,120	6,120
58	Annual Percent Change	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
	Sludge											
62	Growth	(500)	-	-	-	-	-	-	-	-	-	-
63	Tonnage	7,604	7,604	7,604	7,604	7,604	7,604	7,604	7,604	7,604	7,604	7,604
64	Annual Percent Change	(6.17%)	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
	Tires											
65	Growth	(80)	-	-	-	-	-	-	-	-	-	-
66	Tonnage	358	358	358	358	358	358	358	358	358	358	358
67	Annual Percent Change	(18.28%)	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
	Tires (Offroad)											
68	Growth	-	-	-	-	-	-	-	-	-	-	-
69	Tonnage	12	12	12	12	12	12	12	12	12	12	12
70	Annual Percent Change	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
	Out of County Trash											
71	Growth	-	-	-	-	-	-	-	-	-	-	-
72	Tonnage	-	-	-	-	-	-	-	-	-	-	-
73	Annual Percent Change	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
	Other (Asbestos, Contaminated Soil, Dead Animals)											
74	Growth	-	-	-	-	-	-	-	-	-	-	-
75	Tonnage	29	29	29	29	29	29	29	29	29	29	29
76	Annual Percent Change	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
77	Total	79,661	76,261	72,861	69,461	66,088	66,088	66,088	66,088	66,088	66,088	66,088
78	Annual Percent Change	3.65%	(4.27%)	(4.46%)	(4.67%)	(4.86%)	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
	Non-Revenue Generating Tons											
	C&D Credit Material											
79	Growth	(100,000)	-	-	-	-	-	-	-	-	-	-
80	Tonnage	27,906	27,906	27,906	27,906	27,906	27,906	27,906	27,906	27,906	27,906	27,906
81	Annual Percent Change	(78.18%)	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
	Mulched Yard Waste (Estimated Tons of Processed Mulch Tracked)											
82	Growth	-	-	-	-	-	-	-	-	-	-	-
83	Tonnage	-	-	-	-	-	-	-	-	-	-	-
84	Annual Percent Change	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

Exhibit 2
Hernando County, FL
Fiscal Year 2026 Solid Waste Analysis

Projected Disposal Units and Solid Waste Tonnages

Line No.	Description	Fiscal Year Ending September 30, 2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
	Leachate											
85	Growth	(943)	-	-	-	-	-	-	-	-	-	-
86	Tonnage	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000
87	Annual Percent Change	(7.90%)	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
	Hazardous Material											
88	Growth	(2)	-	-	-	-	-	-	-	-	-	-
89	Tonnage	1	1	1	1	1	1	1	1	1	1	1
90	Annual Percent Change	(67.34%)	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
94	Total	38,907	38,907	38,907	38,907	38,907	38,907	38,907	38,907	38,907	38,907	38,907
95	Annual Percent Change	(72.18%)	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
	Total Inbound Tons:											
96	**Class I Waste**	152,385	154,310	156,070	157,665	159,150	160,525	161,790	162,945	163,990	164,925	165,805
97	**Construction & Demolition Waste (Excludes C&D Credit Fill)**	13,573	10,173	6,773	3,373	0	0	0	0	0	0	0
98	**C&D Credit Material (Used for Fill Dirt)**	27,906	27,906	27,906	27,906	27,906	27,906	27,906	27,906	27,906	27,906	27,906
99	**Mobile Homes**	-	-	-	-	-	-	-	-	-	-	-
100	**Yard Waste (Includes Convenience Center Mulched Yard Waste)**	17,988	18,216	18,424	18,612	18,788	18,950	19,100	19,236	19,360	19,470	19,574
101	**Recycling - County**	3,652	3,722	3,786	3,844	3,898	3,948	3,994	4,036	4,074	4,108	4,140
102	**Recycling - Out of County**	-	-	-	-	-	-	-	-	-	-	-
103	**Other Recycling (Scrap Metal, White Goods, etc.)**	456	465	473	480	487	493	499	504	509	513	517
104	**Sludge**	7,604	7,604	7,604	7,604	7,604	7,604	7,604	7,604	7,604	7,604	7,604
105	**Leachate**	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000
106	**Hazardous Materials**	1	1	1	1	1	1	1	1	1	1	1
107	**Other**	29	29	29	29	29	29	29	29	29	29	29
108	**Tires**	369	369	369	369	369	369	369	369	369	369	369
109	**Total**	234,964	233,795	232,435	230,884	229,232	230,826	232,292	233,631	234,842	235,926	236,946
	Reprocessed Tons:											
110	**Mulched Yard Waste from Collection Points & at Landfill**	-	-	-	-	-	-	-	-	-	-	-
	TONNAGE / CAPACITY USE BY FACILITY:											
	Class I Landfill:											
	Tonnages Landfilled											
111	Class I Waste	152,385	154,310	156,070	157,665	159,150	160,525	161,790	162,945	163,990	164,925	165,805
112	Construction & Demolition	13,573	10,173	6,773	3,373	0	0	0	0	0	0	0
113	Sludge	7,604	7,604	7,604	7,604	7,604	7,604	7,604	7,604	7,604	7,604	7,604
114	Other	29	29	29	29	29	29	29	29	29	29	29
115	Tonnages to Class I Landfill	173,591	172,116	170,476	168,671	166,783	168,158	169,423	170,578	171,623	172,558	173,438
116	Composting Diversions - Sludge for Composting	-	-	-	-	-	-	-	-	-	-	-
117	Adjusted Tonnage to Class I Landfill	173,591	172,116	170,476	168,671	166,783	168,158	169,423	170,578	171,623	172,558	173,438
	Capacity Utilization of Class I Landfill (Existing Cells 1-3):											
118	Total Acreage - Info Only	54.0	54.0	54.0	54.0	54.0	54.0	54.0	54.0	54.0	54.0	54.0
119	Active Acreage - Info Only	54.0	54.0	54.0	54.0	54.0	54.0	54.0	54.0	54.0	54.0	54.0
120	Total Capacity (Cubic Yards)	6,008,640	6,008,640	6,008,640	6,008,640	6,008,640	6,008,640	6,008,640	6,008,640	6,008,640	6,008,640	6,008,640
121	Beginning Capacity Remaining (Cubic Yards)	326,205	78,218	-	-	-	-	-	-	-	-	-
122	Tonnage sent to Class I Landfill	173,591	54,753	-	-	-	-	-	-	-	-	-
123	Assumed Pounds per Cubic Yard	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400
124	Assumed Cubic Yards Disposed	247,987	78,218	-	-	-	-	-	-	-	-	-
125	Portion of Landfill Used (Cubic Yards)	5,930,422	6,008,640	6,008,640	6,008,640	6,008,640	6,008,640	6,008,640	6,008,640	6,008,640	6,008,640	6,008,640
126	Ending Capacity Remaining (Cubic Yards)	78,218	-	-	-	-	-	-	-	-	-	-
127	Percentage of Capacity Utilization	98.70%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%

Exhibit 2
Hernando County, FL
Fiscal Year 2026 Solid Waste Analysis

Projected Disposal Units and Solid Waste Tonnages

Line No.	Description	Fiscal Year Ending September 30, 2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
	Capacity Utilization of C&D Landfill:											
128	C&D Tonnages to C&D Landfill	-	-	-	-	-	-	-	-	-	-	-
	Capacity Utilization of C&D Landfill:											
129	Total Acreage - Info Only	12.4	12.4	12.4	12.4	12.4	12.4	12.4	12.4	12.4	12.4	12.4
130	Active Acreage - Info Only	12.4	12.4	12.4	12.4	12.4	12.4	12.4	12.4	12.4	12.4	12.4
131	Total Capacity	702,992	702,992	702,992	702,992	702,992	702,992	702,992	702,992	702,992	702,992	702,992
132	Beginning Capacity Remaining	(182,481)	(182,481)	(182,481)	(182,481)	(182,481)	(182,481)	(182,481)	(182,481)	(182,481)	(182,481)	(182,481)
133	Additional Capacity	-	-	-	-	-	-	-	-	-	-	-
134	Tonnage sent to C&D Landfill	0	0	0	0	0	0	0	0	0	0	0
135	Assumed Pounds per Cubic Yard	849	849	849	849	849	849	849	849	849	849	849
136	Assumed Cubic Yards Disposed	0	0	0	0	0	0	0	0	0	0	0
137	Portion of Landfill Used	885,473	885,473	885,473	885,473	885,473	885,473	885,473	885,473	885,473	885,473	885,473
138	Ending Capacity Remaining	(182,481)	(182,481)	(182,481)	(182,481)	(182,481)	(182,481)	(182,481)	(182,481)	(182,481)	(182,481)	(182,481)
139	Percentage of Capacity Utilization	125.96%	125.96%	125.96%	125.96%	125.96%	125.96%	125.96%	125.96%	125.96%	125.96%	125.96%
	Off-Site Disposal - Recyclable / Yard Waste:											
140	Yard Waste	17,988	18,216	18,424	18,612	18,788	18,950	19,100	19,236	19,360	19,470	19,574
141	Recyclable	4,108	4,187	4,259	4,324	4,385	4,441	4,493	4,540	4,583	4,621	4,657
142	Tires	369	369	369	369	369	369	369	369	369	369	369
143	Leachate	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000
144	Hazardous Materials	1	1	1	1	1	1	1	1	1	1	1
145	Mobile Homes	-	-	-	-	-	-	-	-	-	-	-
146	Construction & Demolition	-	-	-	-	-	-	-	-	-	-	-
147	Total	33,467	33,773	34,053	34,307	34,543	34,762	34,963	35,147	35,313	35,462	35,602
	Total Tons by Facility Destination:											
148	**Class I Landfill**	173,591	172,116	170,476	168,671	166,783	168,158	169,423	170,578	171,623	172,558	173,438
149	**Composting**	-	-	-	-	-	-	-	-	-	-	-
150	**C&D Landfill**	-	-	-	-	-	-	-	-	-	-	-
151	**Off-site Disposal**	33,467	33,773	34,053	34,307	34,543	34,762	34,963	35,147	35,313	35,462	35,602
152	**C&D Credit (Fill Dirt Accepted for Free)**	27,906	27,906	27,906	27,906	27,906	27,906	27,906	27,906	27,906	27,906	27,906
153	**Total**	234,964	233,795	232,435	230,884	229,232	230,826	232,292	233,631	234,842	235,926	236,946

Exhibit 3
Hernando County, FL
Fiscal Year 2026 Solid Waste Analysis

Historical and Projected Assessment Revenues Under Existing Rates

Line No.	Description	Factor	Historical 2025	Fiscal Year Ending September 30, 2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
	ASSESSMENT REVENUE - DISPOSAL													
	Single Family, Regular - Units													
1	Average Units		86,919	89,523	91,273	92,873	94,323	95,673	96,923	98,073	99,123	100,073	100,923	101,723
2	Existing and Adopted Disposal Assessment		$ 98.04	$ 98.04	$ 98.04	$ 98.04	$ 98.04	$ 98.04	$ 98.04	$ 98.04	$ 98.04	$ 98.04	$ 98.04	$ 98.04
3	Total Single Family, Regular Assessment Revenue - Disposal		$ 8,521,539	$ 8,776,835	$ 8,948,405	$ 9,105,269	$ 9,247,427	$ 9,379,781	$ 9,502,331	$ 9,615,077	$ 9,718,019	$ 9,811,157	$ 9,894,491	$ 9,972,923
	Multifamily, Regular - Units													
4	Average Units		1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768
5	Existing and Adopted Disposal Assessment		$ 86.61	$ 98.04	$ 98.04	$ 98.04	$ 98.04	$ 98.04	$ 98.04	$ 98.04	$ 98.04	$ 98.04	$ 98.04	$ 98.04
6	Total Single Family, Regular Assessment Revenue - Disposal		$ 153,126	$ 173,335	$ 173,335	$ 173,335	$ 173,335	$ 173,335	$ 173,335	$ 173,335	$ 173,335	$ 173,335	$ 173,335	$ 173,335
7	Assessment Revenue Adjustment		-	-	-	-	-	-	-	-	-	-	-	-
8	Assessment Revenue - Disposal - Before Discounts and Adjustments		$ 8,674,665	$ 8,950,170	$ 9,121,740	$ 9,278,604	$ 9,420,762	$ 9,553,116	$ 9,675,666	$ 9,788,412	$ 9,891,354	$ 9,984,492	$ 10,067,826	$ 10,146,258
	Average Discount For Early Payment													
9	Percent		3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
10	Amount		$ (260,240)	$ (268,505)	$ (273,652)	$ (278,358)	$ (282,623)	$ (286,593)	$ (290,270)	$ (293,652)	$ (296,741)	$ (299,535)	$ (302,035)	$ (304,388)
11	Assessment Revenue - Disposal - Subtotal		$ 8,414,425	$ 8,681,665	$ 8,848,087	$ 9,000,246	$ 9,138,139	$ 9,266,522	$ 9,385,396	$ 9,494,759	$ 9,594,613	$ 9,684,957	$ 9,765,791	$ 9,841,870
	Percent Collection of Disposal Assessments													
12	Current - Delinquent	0.10%	$ (8,414)	$ (8,682)	$ (8,848)	$ (9,000)	$ (9,138)	$ (9,267)	$ (9,385)	$ (9,495)	$ (9,595)	$ (9,685)	$ (9,766)	$ (9,842)
13	Prior Year Delinquent - Back Bill Revenue	0.00%	-	-	-	-	-	-	-	-	-	-	-	-
14	Assessment Revenue - Disposal - After Discounts and Adjustments		$ 8,406,011	$ 8,672,983	$ 8,839,239	$ 8,991,246	$ 9,129,001	$ 9,257,255	$ 9,376,011	$ 9,485,264	$ 9,585,018	$ 9,675,272	$ 9,756,025	$ 9,832,028
	ASSESSMENT REVENUE - COLLECTION													
	Mandatory Single Family, Regular - Units													
15	Average Units		45,567	45,973	46,855	47,662	48,395	49,078	49,711	50,294	50,827	51,310	51,742	52,149
16	Existing and Adopted Collection Assessment		$ 202.56	$ 217.37	$ 217.37	$ 217.37	$ 217.37	$ 217.37	$ 217.37	$ 217.37	$ 217.37	$ 217.37	$ 217.37	$ 217.37
17	Total Mandatory Single Family, Regular Assessment Revenue - Collection		$ 9,230,052	$ 9,993,151	$ 10,184,763	$ 10,360,289	$ 10,519,621	$ 10,668,085	$ 10,805,680	$ 10,932,407	$ 11,048,265	$ 11,153,146	$ 11,247,050	$ 11,335,519
	Non-mandatory Single Family, Regular - Units													
18	Average Units		-	-	-	-	-	-	-	-	-	-	-	-
19	Existing and Adopted Collection Assessment		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
20	Total Non-mandatory Single Family, Regular Assessment Revenue - Collection		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
21	Assessment Revenue Adjustment		-	-	-	-	-	-	-	-	-	-	-	-
22	Assessment Revenue - Collection - Before Discounts and Adjustments		$ 9,230,052	$ 9,993,151	$ 10,184,763	$ 10,360,289	$ 10,519,621	$ 10,668,085	$ 10,805,680	$ 10,932,407	$ 11,048,265	$ 11,153,146	$ 11,247,050	$ 11,335,519
	Average Discount For Early Payment													
23	Percent		3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
24	Amount		$ (276,902)	$ (299,795)	$ (305,543)	$ (310,809)	$ (315,589)	$ (320,043)	$ (324,170)	$ (327,972)	$ (331,448)	$ (334,594)	$ (337,411)	$ (340,066)
25	Assessment Revenue - Collection - Subtotal		$ 8,953,150	$ 9,693,356	$ 9,879,220	$ 10,049,480	$ 10,204,033	$ 10,348,042	$ 10,481,510	$ 10,604,435	$ 10,716,817	$ 10,818,552	$ 10,909,638	$ 10,995,454
	Percent Collection of Collection Assessments													
26	Current - Delinquent	0.10%	$ (8,953)	$ (9,693)	$ (9,879)	$ (10,049)	$ (10,204)	$ (10,348)	$ (10,482)	$ (10,604)	$ (10,717)	$ (10,819)	$ (10,910)	$ (10,995)
27	Prior Year Delinquent - Back Bill Revenue	0.00%	-	-	-	-	-	-	-	-	-	-	-	-
28	Assessment Revenue - Collection - After Discounts and Adjustments		$ 8,944,197	$ 9,683,663	$ 9,869,341	$ 10,039,431	$ 10,193,829	$ 10,337,694	$ 10,471,028	$ 10,593,831	$ 10,706,100	$ 10,807,733	$ 10,898,728	$ 10,984,459
29	Total Assessment Revenue		$ 17,350,208	$ 18,356,646	$ 18,708,580	$ 19,030,677	$ 19,322,829	$ 19,594,949	$ 19,847,038	$ 20,079,095	$ 20,291,118	$ 20,483,005	$ 20,654,753	$ 20,816,487

Exhibit 4

Hernando County, FL
Fiscal Year 2026 Solid Waste Analysis

Historical and Projected Tipping Fee Revenues Under Existing Rates

Line No.	Description	Historical 2025	Fiscal Year Ending September 30, 2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
	WASTE DISPOSAL FEE REVENUE												
	Class I Residential												
1	Waste Deliveries - Tons	4,049	4,049	4,049	4,049	4,049	4,049	4,049	4,049	4,049	4,049	4,049	4,049
2	Rate Per Ton	$ 60.50	$ 61.32	$ 63.37	$ 63.37	$ 63.37	$ 63.37	$ 63.37	$ 63.37	$ 63.37	$ 63.37	$ 63.37	$ 63.37
3	Annual Revenue Class I Residential	$ 244,993	$ 248,317	$ 256,615	$ 256,615	$ 256,615	$ 256,615	$ 256,615	$ 256,615	$ 256,615	$ 256,615	$ 256,615	$ 256,615
	Class I Commercial												
4	Waste Deliveries - Tons	57,082	47,843	47,843	47,843	47,843	47,843	47,843	47,843	47,843	47,843	47,843	47,843
5	Rate Per Ton	$ 60.50	$ 61.32	$ 63.37	$ 63.37	$ 63.37	$ 63.37	$ 63.37	$ 63.37	$ 63.37	$ 63.37	$ 63.37	$ 63.37
6	Annual Revenue Class I Commercial	$ 3,453,432	$ 2,933,747	$ 3,031,786	$ 3,031,788	$ 3,031,790	$ 3,031,791	$ 3,031,793	$ 3,031,794	$ 3,031,795	$ 3,031,796	$ 3,031,797	$ 3,031,798
	C&D												
7	Waste Deliveries to Class I Landfill	-	-	-	-	-	-	-	-	-	-	-	-
8	Rate Per Ton (Class I)	$ 60.50	$ 61.32	$ 63.37	$ 63.37	$ 63.37	$ 63.37	$ 63.37	$ 63.37	$ 63.37	$ 63.37	$ 63.37	$ 63.37
9	Waste Deliveries - Tons	17,573	13,573	10,173	6,773	3,373	0	0	0	0	0	0	0
10	Rate Per Ton (C & D)	$ 76.00	$ 77.03	$ 85.00	$ 85.00	$ 85.00	$ 85.00	$ 85.00	$ 85.00	$ 85.00	$ 85.00	$ 85.00	$ 85.00
11	Annual Revenue C&D	$ 1,335,575	$ 1,045,544	$ 864,735	$ 575,735	$ 286,735	$ 30	$ 30	$ 30	$ 30	$ 30	$ 30	$ 30
	Tires												
12	Waste Deliveries - Tons	438	358	358	358	358	358	358	358	358	358	358	358
13	Rate Per Ton	$ 150.00	$ 152.03	$ 157.13	$ 157.13	$ 157.13	$ 157.13	$ 157.13	$ 157.13	$ 157.13	$ 157.13	$ 157.13	$ 157.13
14	Waste Deliveries - Tons (Offroad Tires)	12	12	12	12	12	12	12	12	12	12	12	12
15	Rate Per Ton	$ 200.00	$ 202.71	$ 209.50	$ 209.50	$ 209.50	$ 209.50	$ 209.50	$ 209.50	$ 209.50	$ 209.50	$ 209.50	$ 209.50
16	Annual Revenue Tires	$ 67,968	$ 56,727	$ 58,628	$ 58,628	$ 58,628	$ 58,628	$ 58,628	$ 58,628	$ 58,628	$ 58,628	$ 58,628	$ 58,628
	Yard Waste												
17	Waste Deliveries - Tons	6,120	6,120	6,120	6,120	6,120	6,120	6,120	6,120	6,120	6,120	6,120	6,120
18	Rate Per Ton	$ 54.50	$ 55.24	$ 57.09	$ 57.09	$ 57.09	$ 57.09	$ 57.09	$ 57.09	$ 57.09	$ 57.09	$ 57.09	$ 57.09
19	Annual Revenue Yard Waste	$ 333,560	$ 338,073	$ 349,411	$ 349,411	$ 349,411	$ 349,411	$ 349,411	$ 349,411	$ 349,411	$ 349,411	$ 349,411	$ 349,411
	Host Fees												
20	Waste Deliveries - Tons	-	-	-	-	-	-	-	-	-	-	-	-
21	Rate Per Ton	$ 2.50	$ 2.50	$ 2.50	$ 2.50	$ 2.50	$ 2.50	$ 2.50	$ 2.50	$ 2.50	$ 2.50	$ 2.50	$ 2.50
22	Annual Revenue Host Fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Travel Trailer/Mobile Homes												
23	Units	-	-	-	-	-	-	-	-	-	-	-	-
24	Rate Per Unit	$ 230.00	$ 230.00	$ 240.93	$ 240.93	$ 240.93	$ 240.93	$ 240.93	$ 240.93	$ 240.93	$ 240.93	$ 240.93	$ 240.93
25	Units	-	-	-	-	-	-	-	-	-	-	-	-
26	Rate Per Unit	$ 400.00	$ 400.00	$ 419.00	$ 419.00	$ 419.00	$ 419.00	$ 419.00	$ 419.00	$ 419.00	$ 419.00	$ 419.00	$ 419.00
27	Units	-	-	-	-	-	-	-	-	-	-	-	-
28	Rate Per Unit	$ 790.00	$ 790.00	$ 827.53	$ 827.53	$ 827.53	$ 827.53	$ 827.53	$ 827.53	$ 827.53	$ 827.53	$ 827.53	$ 827.53
29	Annual Revenue Travel Trailer/Mobile Homes	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Sludge												
30	Waste Deliveries - Tons	8,104	7,604	7,604	7,604	7,604	7,604	7,604	7,604	7,604	7,604	7,604	7,604
31	Rate Per Ton	$ 60.50	$ 61.32	$ 63.37	$ 63.37	$ 63.37	$ 63.37	$ 63.37	$ 63.37	$ 63.37	$ 63.37	$ 63.37	$ 63.37
32	Annual Revenue Sludge	$ 490,271	$ 466,262	$ 481,843	$ 481,843	$ 481,843	$ 481,843	$ 481,843	$ 481,843	$ 481,843	$ 481,843	$ 481,843	$ 481,843

Exhibit 4

Hernando County, FL
Fiscal Year 2026 Solid Waste Analysis

Historical and Projected Tipping Fee Revenues Under Existing Rates

Line No.	Description	Historical 2025	Fiscal Year Ending September 30, 2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
	Out of County Trash												
	Waste Deliveries	-	-	-	-	-	-	-	-	-	-	-	-
	Rate Per Ton	$ 60.50	$ 61.32	$ 63.37	$ 63.37	$ 63.37	$ 63.37	$ 63.37	$ 63.37	$ 63.37	$ 63.37	$ 63.37	$ 63.37
	Annual Revenue Out of County Trash	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Other (Asbestos, Contaminated Soil, Dead Animals)												
33	Waste Deliveries - Tons	29	29	29	29	29	29	29	29	29	29	29	29
34	Rate Per Ton	$ 60.50	$ 61.32	$ 63.37	$ 63.37	$ 63.37	$ 63.37	$ 63.37	$ 63.37	$ 63.37	$ 63.37	$ 63.37	$ 63.37
35	Annual Revenue Other	$ 1,760	$ 1,784	$ 1,843	$ 1,843	$ 1,843	$ 1,843	$ 1,843	$ 1,843	$ 1,843	$ 1,843	$ 1,843	$ 1,843
	Recycling Residual Tons												
36	Recycling Tons Inbound	3,824	3,652	3,722	3,786	3,844	3,898	3,948	3,994	4,036	4,074	4,108	4,140
37	Recycling Tons Sold	3,826	3,653	3,723	3,787	3,845	3,899	3,949	3,995	4,037	4,076	4,110	4,142
38	Implied Recycling Residuals Sent to Landfill	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)
39	Adjustment	-	2	2	2	2	2	2	2	2	2	2	2
40	Adjusted Recycling Residuals	(2)	-	-	-	-	-	-	-	-	-	-	-
41	Rate per Ton	$ 60.50	$ 61.32	$ 63.37	$ 63.37	$ 63.37	$ 63.37	$ 63.37	$ 63.37	$ 63.37	$ 63.37	$ 63.37	$ 63.37
42	Annual Recycling Revenue	$ (106)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
43	Adjustment	$ (285,000)	$ (285,000)	$ (285,000)	$ (285,000)	$ (285,000)	$ (285,000)	$ (285,000)	$ (285,000)	$ (285,000)	$ (285,000)	$ (285,000)	$ (285,000)
44	**Total Disposal Fee Revenue**	$ 5,642,453	$ 4,805,454	$ 4,759,861	$ 4,470,863	$ 4,181,865	$ 3,895,161	$ 3,895,163	$ 3,895,164	$ 3,895,165	$ 3,895,166	$ 3,895,167	$ 3,895,168

Footnotes:
[1] The rates in FY2026 reflect blended rates to recognize the midyear rate adjustment. This rate encapsulates 7/12 times the rates proposed in Resolution 2023-126 and 5/12 times the rates proposed in Resolution 2026-085.

Exhibit 5
Hernando County, FL
Fiscal Year 2026 Solid Waste Analysis

Projected Operating Expenses

Line No.	Account No.	Cost Center	Description	2025	Escalation Factors	Adjusted 2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
								Fiscal Year Ending September 30,								
			FUND 4411 - OPERATING													
			07602 - CLASS I OPERATIONS													
			SALARIES & WAGES													
1	5101200	07602	Salaries/Wages - Regular	$ 965,453	Salary	$ 1,139,612	$ 1,185,196	$ 1,220,752	$ 1,257,375	$ 1,295,096	$ 1,333,949	$ 1,373,968	$ 1,415,187	$ 1,457,642	$ 1,501,371	$ 1,546,413
2	5101400	07602	Salaries/Wages - Overtime	110,527	Salary	65,000	67,600	69,628	71,717	73,868	76,084	78,367	80,718	83,139	85,634	88,203
3	5101501	07602	Special Pay - Stipends	1,962	Salary	2,225	2,314	2,383	2,455	2,529	2,604	2,683	2,763	2,846	2,931	3,019
4	5102100	07602	FICA Taxes - Matching	76,509	Salary	87,026	96,280	99,168	102,144	105,208	108,364	111,615	114,963	118,412	121,965	125,624
5	5102200	07602	Retirement Contributions	159,120	Benefit	182,426	200,472	206,487	212,681	219,062	225,634	232,403	239,375	246,556	253,953	261,571
6	5102210	07602	Retirement Contributions - GASB	(78,893)	Benefit	32,691	33,999	35,019	36,069	37,151	38,266	39,414	40,596	41,814	43,068	44,361
7	5102300	07602	Life & Health Insurance	189,206	Benefit	278,708	355,465	366,129	377,113	388,426	400,079	412,081	424,443	437,177	450,292	463,801
8	5102400	07602	Workman's Comp Premiums	34,671	Salary	31,400	28,897	29,764	30,657	31,577	32,524	33,500	34,505	35,540	36,606	37,705
9	5102600	07602	Other Post Employee Benefits - OPEB	22,573	Benefit	7,232	7,232	7,449	7,672	7,903	8,140	8,384	8,635	8,894	9,161	9,436
10	AddPer	07602	Additional Personnel	-	Calculated	-	91,702	94,453	97,286	100,205	103,211	106,307	109,496	112,781	116,165	119,650
11	5102602	07602	OPEB - Def Inf Portion	-	Benefit	-	-	-	-	-	-	-	-	-	-	-
12			TOTAL PERSONNEL SERVICES	$ 1,481,128		$ 1,846,676	$ 2,090,328	$ 2,153,037	$ 2,217,629	$ 2,284,157	$ 2,352,682	$ 2,423,263	$ 2,495,961	$ 2,570,839	$ 2,647,965	$ 2,727,403
			OPERATING EXPENSES													
13	5303103	07602	Professional Serv - Engineering	$ 237,395	Prof Class I	$ 242,500	$ 362,500	$ 370,475	$ 378,625	$ 386,955	$ 395,468	$ 404,169	$ 413,060	$ 422,148	$ 431,435	$ 440,926
14	5303401	07602	Contract Services	1,341,866	Contract Class I	485,959	503,266	514,338	525,653	537,217	549,036	561,115	573,459	586,076	598,969	612,147
15	5303401a	07602	Mulch Processing	-	Calculated	157,577	159,569	161,392	167,934	174,603	181,397	188,313	195,348	202,500	209,766	217,213
16	5303401b	07602	Mulch Hauling	-	Calculated	206,864	215,765	224,775	233,887	243,176	252,637	262,269	272,068	282,029	292,148	302,520
17	5303401c	07602	Leachate Treatment/Hauling	-	Calculated	575,000	575,000	585,000	595,000	605,000	615,000	625,000	635,000	645,000	655,000	665,000
18	5303405	07602	Contract Services - Uniforms	2,252	Inflation	1,750	1,750	1,789	1,828	1,868	1,909	1,951	1,994	2,038	2,083	2,129
19	5303496	07602	Contract Services - Composting	-	Calculated	-	-	-	-	-	-	-	-	-	-	-
20	5304001	07602	Travel & Per Diem	2,352	Inflation	4,441	4,441	4,539	4,639	4,741	4,845	4,951	5,060	5,172	5,286	5,402
21	5304004	07602	Travel & Per Diem - Class C	-	Inflation	36	36	37	38	38	39	40	41	42	43	44
22	5304101	07602	Communication Services	7,913	Inflation	4,810	4,810	4,916	5,024	5,134	5,247	5,363	5,481	5,601	5,725	5,851
23	5304205	07602	Postage/Express	5,079	Inflation	8,920	38,920	39,776	40,651	41,546	42,460	43,394	44,348	45,324	46,321	47,340
24	5304301	07602	Utility Serv - Elec/Water/Sewer	30,359	Inflation	32,824	32,824	33,546	34,284	35,038	35,809	36,597	37,402	38,225	39,066	39,925
25	5304401	07602	Rentals/Leases - Equip (Exc. Veh)	17,278	Inflation	43,599	42,249	43,178	44,128	45,099	46,091	47,105	48,142	49,201	50,283	51,390
26	5304406	07602	Rentals/Leases - Heavy Equipment	1,066,148	Calculated	1,228,215	1,287,640	1,289,081	1,291,364	1,379,332	1,383,862	1,389,992	1,488,626	1,499,715	1,514,731	1,631,746
27	5304406a	07602	Rentals/Leases - Heavy Equipment for Composting	-	Calculated	-	32,404	33,117	33,846	34,590	35,351	36,129	36,924	37,736	38,566	39,415
28	5304501	07602	Insurance & Bonds - Premiums	161,850	Inflation	138,575	138,575	141,624	144,739	147,924	151,178	154,504	157,903	161,377	164,927	168,556
29	5304601	07602	Repair/Maint - Building & Ground	6,782	Repair	15,000	15,000	15,750	16,538	17,364	18,233	19,144	20,101	21,107	22,162	23,270
30	5304602	07602	Repair/Maint - Vehicles	53,652	Repair	65,000	65,000	68,250	71,663	75,246	79,008	82,958	87,106	91,462	96,035	100,836
31	5304603	07602	Repair/Maint - Equipment	64,998	LeaseRepair	120,000	215,000	171,786	180,375	248,889	198,864	208,807	288,121	230,209	241,720	333,536
32	5304606	07602	Repair/Maint - Software	21,940	Repair	27,370	27,370	28,739	30,175	31,684	33,268	34,932	36,678	38,512	40,438	42,460
33	5304701	07602	Printing & Binding	1,203	Inflation	4,900	4,900	5,008	5,118	5,231	5,346	5,463	5,583	5,706	5,832	5,960
34	5304902	07602	Advertising - Other	20	Inflation	750	750	767	783	801	818	836	855	873	893	912
35	5304919	07602	Operating Expense - Special Assessments	7,108	Inflation	5,439	-	-	-	-	-	-	-	-	-	-
36	5304921	07602	Reimbursement of Special Assessments	-	Inflation	1,500	1,500	1,533	1,567	1,601	1,636	1,672	1,709	1,747	1,785	1,825
37	5304922	07602	Fees/Costs - Other	85	Inflation	125	125	128	131	133	136	139	142	146	149	152
38	5304923	07602	Fees/Costs - Filing Fees	1,097	Inflation	900	900	920	940	961	982	1,003	1,026	1,048	1,071	1,095
39	5304924	07602	Fees - Permit Applications	10,791	Inflation	10,772	10,772	11,009	11,251	11,499	11,752	12,010	12,274	12,544	12,820	13,103
40	5304933	07602	Fees/Costs - Cost Allocation Plan	339,597	Inflation	339,597	461,392	471,543	481,917	492,519	503,354	514,428	525,745	537,312	549,133	561,214
41	5304936	07602	Fees/Costs - Tax Collector	164,697	Calculated	179,003	191,100	203,201	215,690	228,678	242,176	256,194	270,739	285,819	301,440	317,761
42	5304940	07602	Fees/Costs - Property Appraiser	170,228	Calculated	268,505	286,651	304,802	323,534	343,017	363,265	384,291	406,109	428,729	452,160	476,641
43	5304953	07602	Fees/Costs - Fleet GPS Tracking	3,300	Inflation	4,566	4,566	4,666	4,769	4,874	4,981	5,091	5,203	5,317	5,434	5,554
44	5304955	07602	Fees/Costs - Flt Cap Recv	72,351	Inflation	71,853	510,747	187,983	192,119	196,346	200,665	205,080	209,592	214,203	218,915	223,731
45	5304956	07602	Fees/Costs - Flt Fac Allo	1,139	Inflation	1,139	1,139	1,164	1,190	1,216	1,243	1,270	1,298	1,326	1,356	1,385
46	5304957	07602	Fees & Costs - Fleet Administration Fees	7,668	Inflation	13,320	-	-	-	-	-	-	-	-	-	-
47	5304959	07602	Fees/Costs - Bank Charges	1,572	Inflation	1,680	1,680	1,717	1,755	1,793	1,833	1,873	1,914	1,956	1,999	2,043
48	5304965	07602	Fees/Costs - New Hires	1,689	Inflation	1,320	1,320	1,349	1,379	1,409	1,440	1,472	1,504	1,537	1,571	1,606
49	5304970	07602	Fees/Costs - Tech Services Capital Recovery	-	Inflation	-	-	-	-	-	-	-	-	-	-	-
50	5305101	07602	Office Supplies	5,894	Inflation	5,000	5,000	5,110	5,222	5,337	5,455	5,575	5,697	5,823	5,951	6,082
51	5305201	07602	Operating Supplies	110,939	Inflation	100,000	100,000	102,200	104,448	106,746	109,095	111,495	113,948	116,454	119,016	121,635
52	5305202	07602	Gasoline, Oil & Lubricants	232,296	Fuel+Tons	374,000	374,000	388,958	404,082	419,537	444,145	469,861	496,717	524,748	553,987	584,653
53	5305205	07602	Clothing & Uniform Apparel	358	Inflation	1,850	1,850	1,891	1,932	1,975	2,018	2,063	2,108	2,154	2,202	2,250
54	5305264	07602	Uncapitalized Equipment	29,848	Inflation	57,500	77,500	79,205	80,948	82,728	84,548	86,408	88,309	90,252	92,238	94,267
55	5305265	07602	Uncapitalized Equipment ($1000-$4999)	-	Inflation	-	-	-	-	-	-	-	-	-	-	-
56	5305401	07602	Books/Publications/Subscriptions	853	Inflation	1,000	750	767	783	801	818	836	855	873	893	912
57	5305402	07602	Dues/Memberships	1,555	Inflation	2,655	2,655	2,713	2,773	2,834	2,896	2,960	3,025	3,092	3,160	3,229
58	5305506	07602	Educational - Train and Tuition	1,840	Inflation	6,755	6,755	6,904	7,055	7,211	7,369	7,531	7,697	7,867	8,040	8,216
59			TOTAL OPERATING EXPENSES	$ 4,195,550		$ 4,819,069	$ 5,865,212	$ 5,614,372	$ 5,750,047	$ 6,034,402	$ 6,128,731	$ 6,288,587	$ 6,614,363	$ 6,719,501	$ 6,902,199	$ 7,272,287
			TRANSFERS TO OTHER FUNDS													
60	5910011	07602	Transfer General Fund	$ 125,000	Inflation	$ 75,000	$ 75,000	$ 76,650	$ 78,336	$ 80,060	$ 81,821	$ 83,621	$ 85,461	$ 87,341	$ 89,262	$ 91,226
61	5944312	07602	Transfer - NW SL Escrow Fund 4431	$ 615,345	Eliminate	-	-	-	-	-	-	-	-	-	-	-
62	5951210	07602	Transfer - Health Self Insurance	86,466	Benefit	12,240	12,240	12,607	12,985	13,375	13,776	14,190	14,615	15,054	15,505	15,970
63			TOTAL TRANSFERS	$ 3,866,942		$ 87,240	$ 87,240	$ 89,257	$ 91,322	$ 93,435	$ 95,597	$ 97,811	$ 100,076	$ 102,395	$ 104,768	$ 107,197
64			**TOTAL OPERATIONS EXPENSES - CLASS I**	$ 9,543,620		$ 6,752,985	$ 8,079,780	$ 7,856,667	$ 8,058,997	$ 8,411,994	$ 8,577,011	$ 8,809,660	$ 9,210,400	$ 9,392,735	$ 9,654,931	$ 10,106,887

Exhibit 5
Hernando County, FL
Fiscal Year 2026 Solid Waste Analysis

Projected Operating Expenses

Line No.	Account No.	Cost Center	Description	2025	Escalation Factors	Adjusted 2026	Fiscal Year Ending September 30, 2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
			07603 - RECYCLING OPERATIONS													
			SALARIES & WAGES													
65	5101200	07603	Salaries/Wages - Regular	$ 216,652	Salary	$ 184,902	$ 198,597	$ 204,555	$ 210,692	$ 217,013	$ 223,523	$ 230,229	$ 237,136	$ 244,250	$ 251,577	$ 259,125
66	5101400	07603	Salaries/Wages - Overtime	18,671	Salary	6,900	7,176	7,391	7,613	7,841	8,077	8,319	8,569	8,826	9,090	9,363
67	5101501	07603	Special Pay - Stipends	594	Salary	357	371	382	394	406	418	430	443	457	470	484
68	5102100	07603	FICA Taxes - Matching	18,175	Salary	14,145	15,193	15,649	16,119	16,602	17,100	17,613	18,142	18,686	19,246	19,824
69	5102200	07603	Retirement Contributions	38,419	Benefit	29,276	31,435	32,378	33,349	34,350	35,380	36,442	37,535	38,661	39,821	41,016
70	5102210	07603	Retirement Contributions - GASB	(19,048)	Benefit	7,086	7,369	7,591	7,818	8,053	8,294	8,543	8,799	9,063	9,335	9,615
71	5102300	07603	Life & Health Insurance	57,035	Benefit	67,701	80,842	83,268	85,766	88,339	90,989	93,718	96,530	99,426	102,409	105,481
72	5102400	07603	Workman's Comp Premiums	9,047	Salary	7,037	6,499	6,694	6,895	7,102	7,315	7,534	7,760	7,993	8,233	8,480
73	5102600	07603	Other Post Employee Benefits - OPEB	5,303	Benefit	1,482	1,482	1,526	1,572	1,619	1,668	1,718	1,770	1,823	1,877	1,934
74			TOTAL PERSONNEL SERVICES	$ 344,847		$ 318,886	$ 406,855	$ 419,061	$ 431,633	$ 444,582	$ 457,919	$ 471,657	$ 485,806	$ 500,380	$ 515,392	$ 530,854
			OPERATING EXPENSES													
75	5303103	07603	Professional Serv - Engineering	$ -	Inflation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
76	5303401	07603	Contract Services	279,243	Inflation	227,226	219,292	224,116	229,047	234,086	239,236	244,499	249,878	255,375	260,993	266,735
77	5303405	07603	Contract Services - Uniforms	191	Inflation	500	500	511	522	534	545	557	570	582	595	608
78	5303401a	07603	Contract Services - Recycling Disposal and Hauling	-	Calculated	214,324	222,258	230,156	238,006	245,893	253,811	261,753	269,713	277,682	285,652	293,726
79	5304001	07603	Travel & Per Diem	1,798	Inflation	6,519	6,519	6,662	6,809	6,959	7,112	7,268	7,428	7,592	7,759	7,929
80	5304004	07603	Travel & Per Diem - Class C	-	Inflation	12	12	12	13	13	13	13	14	14	14	15
81	5304101	07603	Communication Services	-	Inflation	840	840	858	877	897	916	937	957	978	1,000	1,022
82	5304205	07603	Postage and Freight	21	Inflation	300	300	307	313	320	327	334	342	349	357	365
84	5304406	07603	Rentals/Leases - Heavy Equipment	63,016	Calculated	71,214	72,780	72,780	72,780	77,690	77,690	77,690	82,931	82,931	82,931	88,526
85	5304501	07603	Insurance & Bonds - Premiums	24,179	Inflation	14,891	24,891	25,439	25,998	26,570	27,155	27,752	28,363	28,987	29,624	30,276
86	5304602	07603	Repair/Maint - Vehicles	25,466	Repair	22,500	30,000	31,500	33,075	34,729	36,465	38,288	40,203	42,213	44,324	46,540
87	5304603	07603	Repair/Maint - Equipment	6,270	Repair	18,500	18,500	19,425	20,396	21,416	22,487	23,611	24,792	26,031	27,333	28,700
88	5304701	07603	Printing & Binding	489	Inflation	1,000	1,000	1,022	1,044	1,067	1,091	1,115	1,139	1,165	1,190	1,216
89	5304801	07603	Promotional Activities	20,439	Inflation	20,000	25,000	25,550	26,112	26,687	27,274	27,874	28,487	29,114	29,754	30,409
90	5304902	07603	Advertising - Other	890	Inflation	7,250	7,250	7,410	7,573	7,739	7,909	8,083	8,261	8,443	8,629	8,819
93	5304933	07603	Fees/Costs - Cost Allocation Plan	35,963	Inflation	35,963	35,963	36,754	37,563	38,389	39,234	40,097	40,979	41,881	42,802	43,744
94	5304953	07603	Fees/Costs - Fleet GPS Tracking	1,260	Inflation	1,626	1,626	1,662	1,698	1,736	1,774	1,813	1,853	1,894	1,935	1,978
95	5304955	07603	Fees/Costs - Flt Cap Recv	28,252	Inflation	26,789	35,541	36,323	37,122	37,939	38,773	39,626	40,498	41,389	42,300	43,230
96	5304956	07603	Fees/Costs - Flt Fac Allo	701	Inflation	701	701	716	732	748	765	782	799	816	834	853
97	5304957	07603	Fees & Costs - Fleet Administration Fees	2,788	Inflation	4,440	-	-	-	-	-	-	-	-	-	-
98	5304965	07603	Fees/Costs - New Hires	-	Inflation	440	440	450	460	470	480	491	501	512	524	535
100	5305101	07603	Office Supplies	577	Inflation	600	600	613	627	640	655	669	684	699	714	730
101	5305201	07603	Operating Supplies	7,855	Inflation	20,000	20,000	20,440	20,890	21,349	21,819	22,299	22,790	23,291	23,803	24,327
102	5305202	07603	Gasoline, Oil & Lubricants	41,558	Fuel	27,469	49,458	51,931	54,527	57,254	60,117	63,122	66,278	69,592	73,072	76,726
103	5305205	07603	Clothing & Uniform Apparel	641	Inflation	250	250	256	261	267	273	279	285	291	298	304
104	5305264	07603	Uncapitalized Equipment	16,940	Inflation	18,440	18,440	18,846	19,260	19,684	20,117	20,560	21,012	21,474	21,947	22,429
105	5305402	07603	Dues/Memberships	1,045	Inflation	2,145	2,145	2,192	2,240	2,290	2,340	2,392	2,444	2,498	2,553	2,609
106	5305506	07603	Educational - Train and Tuition	-	Inflation	4,708	4,708	4,812	4,917	5,026	5,136	5,249	5,365	5,483	5,603	5,727
107			TOTAL OPERATING EXPENSES	$ 559,581		$ 781,767	$ 832,134	$ 854,444	$ 877,176	$ 905,343	$ 929,138	$ 953,484	$ 983,634	$ 1,009,120	$ 1,035,198	$ 1,067,588
108			**TOTAL OPERATIONS EXPENSES - RECYCLING**	$ 925,709		$ 1,107,005	$ 1,246,989	$ 1,281,745	$ 1,317,296	$ 1,358,667	$ 1,396,061	$ 1,434,414	$ 1,478,993	$ 1,519,340	$ 1,560,724	$ 1,608,880
			07604 - CONVENIENCE CENTERS OPERATIONS													
			SALARIES & WAGES													
109	5101200	07604	Salaries/Wages - Regular	$ 449,862	Salary	$ 473,092	$ 504,450	$ 519,583	$ 535,171	$ 551,226	$ 567,763	$ 584,796	$ 602,340	$ 620,410	$ 639,022	$ 658,193
109	5101212	07604	Salary - Market Adjustment	-	Salary	6,324	6,774	6,977	7,186	7,402	7,624	7,852	8,088	8,331	8,580	8,838
110	5101400	07604	Salaries/Wages - Overtime	59,325	Salary	62,100	64,584	66,522	68,517	70,573	72,690	74,871	77,117	79,430	81,813	84,267
111	5101501	07604	Special Pay - Stipends	1,542	Salary	1,457	1,515	1,561	1,608	1,656	1,705	1,757	1,809	1,864	1,920	1,977
112	5102100	07604	FICA Taxes - Matching	37,521	Salary	36,192	38,591	39,749	40,941	42,170	43,435	44,738	46,080	47,462	48,886	50,353
113	5102200	07604	Retirement Contributions	71,564	Benefit	66,565	70,977	73,106	75,299	77,558	79,885	82,282	84,750	87,293	89,911	92,609
114	5102210	07604	Retirement Contributions - GASB	(35,482)	Benefit	17,841	18,555	19,111	19,685	20,275	20,883	21,510	22,155	22,820	23,504	24,210
115	5102300	07604	Life & Health Insurance	108,445	Benefit	125,250	149,454	153,938	158,556	163,313	168,212	173,258	178,456	183,810	189,324	195,004
116	5102400	07604	Workman's Comp Premiums	22,250	Salary	23,466	21,491	22,135	22,799	23,483	24,188	24,913	25,661	26,431	27,224	28,040
117	5102600	07604	Other Post Employee Benefits - OPEB	11,092	Benefit	4,454	4,454	4,588	4,725	4,867	5,013	5,163	5,318	5,478	5,642	5,811
118			TOTAL PERSONNEL SERVICES	$ 729,419		$ 816,741	$ 880,844	$ 907,270	$ 934,488	$ 962,522	$ 991,398	$ 1,021,140	$ 1,051,774	$ 1,083,327	$ 1,115,827	$ 1,149,302

Exhibit 5
Hernando County, FL
Fiscal Year 2026 Solid Waste Analysis

Projected Operating Expenses

Line No.	Account No.	Cost Center	Description	2025	Escalation Factors	Adjusted 2026	Fiscal Year Ending September 30, 2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
			OPERATING EXPENSES													
119	5303103	07604	Professional Serv - Engineering	$ 718	Inflation	$ 45,000	5,000	$ 5,110	$ 5,222	$ 5,337	$ 5,455	$ 5,575	$ 5,697	$ 5,823	$ 5,951	$ 6,082
120	5303401	07604	Contract Services	18,313	Contract-CCC	27,420	28,023	28,640	29,270	29,914	30,572	31,244	31,932	32,634	33,352	34,086
121	5303405	07604	Contract Services - Uniforms	194	Inflation	1,500	1,500	1,533	1,567	1,601	1,636	1,672	1,709	1,747	1,785	1,825
122	5304001	07604	Travel & Per Diem	742	Inflation	600	1,000	1,022	1,044	1,067	1,091	1,115	1,139	1,165	1,190	1,216
123	5304004	07604	Travel & Per Diem - Class C	-	Inflation	24	24	25	25	26	26	27	27	28	29	29
124	5304101	07604	Communication Services	847	Inflation	720	900	920	940	961	982	1,003	1,026	1,048	1,071	1,095
125	5304301	07604	Utility Serv - Elec/Water/Sewer	5,886	Inflation	9,402	9,402	9,609	9,820	10,036	10,257	10,483	10,713	10,949	11,190	11,436
126	5304401	07604	Rentals/Leases - Equip (Exc. Veh)	-	Constant	900	900	900	900	900	900	900	900	900	900	900
127	5304406	07604	Rentals/Leases - Heavy Equipment	127,862	Calculated	163,413	167,009	167,009	167,009	178,275	178,275	178,275	190,302	190,302	190,302	203,141
128	5304501	07604	Insurance & Bonds - Premiums	61,224	Inflation	62,470	62,470	63,844	65,249	66,684	68,151	69,651	71,183	72,749	74,350	75,985
129	5304601	07604	Repair/Maint - Building & Ground	4,154	Repair	100,000	25,000	26,250	27,563	28,941	30,388	31,907	33,502	35,178	36,936	38,783
130	5304602	07604	Repair/Maint - Vehicles	181,316	Repair	182,000	182,000	191,100	200,655	210,688	221,222	232,283	243,897	256,092	268,897	282,342
131	5304603	07604	Repair/Maint - Equipment	11,609	Repair	20,000	110,000	115,500	121,275	127,339	133,706	140,391	147,411	154,781	162,520	170,646
132	5304701	07604	Printing & Binding	898	Inflation	500	500	511	522	534	545	557	570	582	595	608
133	5304919	07604	Operating Expense - Special Assessments	-	Inflation	1,566	-	-	-	-	-	-	-	-	-	-
134	5304933	07604	Fees/Costs - Cost Allocation Plan	41,061	Inflation	41,061	41,061	41,964	42,888	43,831	44,795	45,781	46,788	47,817	48,869	49,944
135	5304953	07604	Fees/Costs - Fleet GPS Tracking	5,147	Inflation	4,218	4,218	4,311	4,406	4,503	4,602	4,703	4,806	4,912	5,020	5,131
136	5304955	07604	Fees/Costs - Flt Cap Recv	237,815	Inflation	189,086	219,973	224,812	229,758	234,813	239,979	245,258	250,654	256,168	261,804	267,564
137	5304956	07604	Fees/Costs - Flt Fac Allo	2,190	Inflation	2,191	2,191	2,239	2,288	2,339	2,390	2,443	2,497	2,552	2,608	2,665
138	5304957	07604	Fees & Costs - Fleet Administration Fees	12,733	Inflation	20,424	-	-	-	-	-	-	-	-	-	-
139	5304965	07604	Fees/Costs - New Hires	610	Inflation	2,200	2,200	2,248	2,298	2,348	2,400	2,453	2,507	2,562	2,618	2,676
141	5305101	07604	Office Supplies	1,007	Inflation	600	600	613	627	640	655	669	684	699	714	730
142	5305201	07604	Operating Supplies	8,257	Inflation	10,000	10,000	10,220	10,445	10,675	10,909	11,149	11,395	11,645	11,902	12,163
143	5305202	07604	Gasoline, Oil & Lubricants	77,346	Fuel	84,093	112,049	117,651	123,534	129,711	136,196	143,006	150,156	157,664	165,547	173,825
144	5305205	07604	Clothing & Uniform Apparel	432	Inflation	750	750	767	783	801	818	836	855	873	893	912
145	5305264	07604	Uncapitalized Equipment	-	Inflation	3,000	3,000	3,066	3,133	3,202	3,273	3,345	3,418	3,494	3,570	3,649
146	5305402	07604	Dues/Memberships	-	Inflation	495	495	506	517	528	540	552	564	576	589	602
147	5305506	07604	Educational - Train and Tuition	-	Inflation	600	600	613	627	640	655	669	684	699	714	730
148			TOTAL OPERATING EXPENSES	$ 800,362		$ 975,233	$ 991,865	$ 1,022,005	$ 1,053,409	$ 1,097,402	$ 1,131,510	$ 1,167,064	$ 1,216,156	$ 1,254,805	$ 1,295,108	$ 1,349,981
149			**TOTAL OPERATIONS EXPENSES - CONVENIENCE CENTERS**	$ 1,595,732		$ 1,810,454	$ 1,899,609	$ 1,944,107	$ 2,003,174	$ 2,075,660	$ 2,139,115	$ 2,204,897	$ 2,285,125	$ 2,355,842	$ 2,429,177	$ 2,518,072
			07606 - HHW/SQG													
			SALARIES & WAGES													
150	5101200	07606	Salaries/Wages - Regular	$ 124,947	Salary	$ 104,245	$ 111,673	$ 115,023	$ 118,474	$ 122,028	$ 125,689	$ 129,460	$ 133,344	$ 137,344	$ 141,464	$ 145,708
151	5101400	07606	Salaries/Wages - Overtime	2,868	Salary	3,243	3,373	3,474	3,578	3,685	3,796	3,910	4,027	4,148	4,272	4,401
152	5101501	07606	Special Pay - Stipends	333	Salary	310	322	332	342	352	363	374	385	397	408	421
153	5102100	07606	FICA Taxes - Matching	9,242	Salary	7,975	8,544	8,800	9,064	9,336	9,616	9,904	10,202	10,508	10,823	11,147
154	5102200	07606	Retirement Contributions	17,875	Benefit	14,668	15,712	16,184	16,669	17,169	17,684	18,215	18,761	19,324	19,904	20,501
155	5102210	07606	Retirement Contributions - GASB	(8,862)	Benefit	4,856	5,050	5,202	5,358	5,519	5,684	5,855	6,030	6,211	6,397	6,589
156	5102300	07606	Life & Health Insurance	39,806	Benefit	35,161	41,988	43,248	44,545	45,881	47,258	48,676	50,136	51,640	53,189	54,785
157	5102400	07606	Workman's Comp Premiums	5,003	Salary	5,171	4,758	4,901	5,048	5,199	5,355	5,516	5,681	5,852	6,027	6,208
158	5102600	07606	Other Post Employee Benefits - OPEB	2,750	Benefit	984	1,023	1,054	1,086	1,118	1,152	1,186	1,222	1,259	1,296	1,335
159			TOTAL PERSONNEL SERVICES	$ 193,961		$ 178,867	$ 194,859	$ 200,704	$ 206,725	$ 212,927	$ 219,315	$ 225,894	$ 232,671	$ 239,651	$ 246,841	$ 254,246
			OPERATING EXPENSES													
160	5303103	07606	Professional Serv - Engineering	$ 335	Inflation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
161	5303401	07606	Contract Services	55	Inflation	1,050	1,050	1,073	1,097	1,121	1,145	1,171	1,196	1,223	1,250	1,277
162	5303405	07606	Contract Services - Uniforms	150	Inflation	375	375	383	392	400	409	418	427	437	446	456
163	5303431	07606	Contract Services - HHW Disposal	22,105	Inflation	57,000	57,000	58,254	59,536	60,845	62,184	63,552	64,950	66,379	67,839	69,332
164	5304001	07606	Travel & Per Diem	148	Inflation	50	200	204	209	213	218	223	228	233	238	243
165	5304004	07606	Travel & Per Diem - Class C	-	Inflation	12	12	12	13	13	13	13	14	14	14	15
167	5304501	07606	Insurance & Bonds - Premiums	10,043	Inflation	5,745	13,092	13,380	13,674	13,975	14,283	14,597	14,918	15,246	15,582	15,924
168	5304602	07606	Repair/Maint - Vehicles	6,681	Repair	2,500	5,000	5,250	5,513	5,788	6,078	6,381	6,700	7,036	7,387	7,757
169	5304603	07606	Repair/Maint - Equipment	-	Repair	2,000	2,000	2,100	2,205	2,315	2,431	2,553	2,680	2,814	2,955	3,103
170	5304919	07606	Operating Expense - Special Assessments	-	Inflation	732	-	-	-	-	-	-	-	-	-	-
172	5304933	07606	Fees/Costs - Cost Allocation Plan	31,632	Inflation	31,632	31,632	32,328	33,039	33,766	34,509	35,268	36,044	36,837	37,647	38,476
173	5304953	07606	Fees/Costs - Fleet GPS Tracking	918	Inflation	1,122	1,122	1,147	1,172	1,198	1,224	1,251	1,278	1,307	1,335	1,365
174	5304955	07606	Fees/Costs - Flt Cap Recv	5,051	Inflation	7,403	27,679	28,288	28,910	29,546	30,196	30,861	31,540	32,233	32,943	33,667
175	5304956	07606	Fees/Costs - Flt Fac Allo	350	Inflation	351	351	359	367	375	383	391	400	409	418	427
176	5304957	07606	Fees & Costs - Fleet Administration Fees	1,673	Inflation	2,664	-	-	-	-	-	-	-	-	-	-
178	5305101	07606	Office Supplies	520	Inflation	500	624	638	652	666	681	696	711	727	743	759
179	5305201	07606	Operating Supplies	9,819	Inflation	14,000	14,000	14,308	14,623	14,944	15,273	15,609	15,953	16,304	16,662	17,029
180	5305202	07606	Gasoline, Oil & Lubricants	5,361	Fuel	12,275	28,043	29,445	30,917	32,463	34,086	35,791	37,580	39,459	41,432	43,504
181	5305205	07606	Clothing & Uniform Apparel	250	Inflation	250	250	256	261	267	273	279	285	291	298	304
182	5305264	07606	Uncapitalized Equipment	-	Inflation	2,500	2,500	2,555	2,611	2,669	2,727	2,787	2,849	2,911	2,975	3,041
184	5305402	07606	Dues/Memberships	-	Inflation	1,340	1,340	1,369	1,400	1,430	1,462	1,494	1,527	1,560	1,595	1,630
185	5305506	07606	Educational - Train and Tuition	-	Inflation	1,175	1,175	1,201	1,227	1,254	1,282	1,310	1,339	1,368	1,398	1,429
186			TOTAL OPERATING EXPENSES	$ 95,090		$ 150,356	$ 193,145	$ 198,375	$ 203,770	$ 209,335	$ 215,076	$ 221,000	$ 227,114	$ 233,426	$ 239,942	$ 246,670
187			**TOTAL OPERATIONS EXPENSES - HHW/SQG**	$ 300,100		$ 333,623	$ 402,404	$ 403,612	$ 415,163	$ 427,070	$ 439,343	$ 451,995	$ 465,040	$ 478,489	$ 492,357	$ 506,658
			07607 - WASTE TIRES													
			SALARIES & WAGES													
188	5101200	07607	Salaries/Wages - Regular	$ 23,047	Salary	$ 28,498	$ 29,638	$ 30,527	$ 31,443	$ 32,386	$ 33,358	$ 34,358	$ 35,389	$ 36,451	$ 37,544	$ 38,671
189	5101400	07607	Salaries/Wages - Overtime	3,015	Salary	4,000	4,160	4,285	4,413	4,546	4,682	4,823	4,967	5,116	5,270	5,428
190	5101501	07607	Special Pay - Stipends	64	Salary	60	62	64	66	68	70	72	75	77	79	81
191	5102100	07607	FICA Taxes - Matching	2,129	Salary	2,180	2,267	2,335	2,405	2,477	2,552	2,628	2,707	2,788	2,872	2,958
192	5102200	07607	Retirement Contributions	4,493	Benefit	4,837	5,030	5,181	5,337	5,497	5,662	5,832	6,007	6,187	6,372	6,564
193	5102210	07607	Retirement Contributions - GASB	(2,228)	Benefit	1,257	1,307	1,346	1,387	1,429	1,471	1,515	1,561	1,608	1,656	1,706
194	5102300	07607	Life & Health Insurance	5,107	Benefit	6,671	6,938	7,146	7,360	7,581	7,809	8,043	8,284	8,533	8,789	9,052
195	5102400	07607	Workman's Comp Premiums	859	Salary	757	787	811	835	860	886	913	940	968	997	1,027
196	5102600	07607	Other Post Employee Benefits - OPEB	635	Benefit	264	275	283	291	300	309	318	328	338	348	358
197			TOTAL PERSONNEL SERVICES	$ 37,121		$ 48,930	$ 50,887	$ 52,414	$ 53,986	$ 55,606	$ 57,274	$ 58,992	$ 60,762	$ 62,585	$ 64,462	$

Exhibit 5
Hernando County, FL
Fiscal Year 2026 Solid Waste Analysis

Projected Operating Expenses

Line No.	Account No.	Cost Center	Description	2025	Escalation Factors	Adjusted 2026	Fiscal Year Ending September 30, 2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
			OPERATING EXPENSES													
198	5303103	07607	Professional Serv - Engineering	$ -	Inflation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
199	5303405	07607	Contract Services - Uniforms	16	Inflation	125	250	256	261	267	273	279	285	291	298	304
200	5303416	07607	Contract Services - Tire Disposal	55,549	Inflation	55,000	115,000	117,530	120,116	122,758	125,459	128,219	131,040	133,923	136,869	139,880
201	5304004	07607	Travel & Per Diem - Class C	7	Inflation	-	-	-	-	-	-	-	-	-	-	-
202	5304406	07607	Rentals/Leases - Heavy Equipment	9,727	Calculated	11,097	11,341	11,341	11,341	12,107	12,107	12,107	12,923	12,923	12,923	13,795
203	5304501	07607	Insurance & Bonds - Premiums	2,634	Inflation	7,136	7,256	7,416	7,579	7,746	7,916	8,090	8,268	8,450	8,636	8,826
204	5304602	07607	Repair/Maint - Vehicles	4,389	Repair	3,000	5,000	5,250	5,513	5,788	6,078	6,381	6,700	7,036	7,387	7,757
205	5304603	07607	Repair/Maint - Equipment	37	Repair	1,000	1,000	1,050	1,103	1,158	1,216	1,276	1,340	1,407	1,477	1,551
206	5304924	07607	Fees - Permit Applications	280	Inflation	280	280	286	292	299	305	312	319	326	333	341
207	5304933	07607	Fees/Costs - Cost Allocation Plan	13,312	Inflation	13,312	13,312	13,605	13,904	14,210	14,523	14,842	15,169	15,502	15,843	16,192
208	5304955	07607	Fees/Costs - Flt Cap Recv	3,192	Inflation	3,157	3,157	3,226	3,297	3,370	3,444	3,520	3,597	3,676	3,757	3,840
209	5304956	07607	Fees/Costs - Flt Fac Allo	175	Inflation	176	176	180	184	188	192	196	201	205	209	214
210	5304957	07607	Fees & Costs - Fleet Administration Fees	1,115	Inflation	1,776	-	-	-	-	-	-	-	-	-	-
211	5305202	07607	Gasoline, Oil & Lubricants	161	Fuel	2,670	1,023	1,074	1,128	1,184	1,243	1,306	1,371	1,439	1,511	1,587
212	5305205	07607	Clothing & Uniform Apparel	-	Inflation	100	100	102	104	107	109	111	114	116	119	122
213	5305264	07607	Uncapitalized Equipment	-	Inflation	-	-	-	-	-	-	-	-	-	-	-
214			TOTAL OPERATING EXPENSES	$ 90,596		$ 99,825	$ 159,791	$ 163,254	$ 166,803	$ 171,205	$ 174,932	$ 178,754	$ 183,488	$ 187,504	$ 191,621	$ 196,715
215			**TOTAL OPERATIONS EXPENSES - WASTE TIRES**	$ 129,975		$ 150,387	$ 212,279	$ 217,316	$ 222,486	$ 228,559	$ 234,007	$ 239,601	$ 246,160	$ 252,056	$ 258,110	$ 265,199
216			**GRAND TOTAL FUND 4411**	$ 12,503,464		$ 10,154,455	$ 11,841,060 0.166095164	$ 11,703,447	$ 12,017,117	$ 12,501,949	$ 12,785,538	$ 13,140,568	$ 13,685,717	$ 13,998,462	$ 14,395,298	$ 15,005,695
			FUND 7034 - COLLECTION OPERATING													
			09034 - SOLID WASTE COLLECTION													
			OPERATING EXPENSES													
217	5303401	7034	Contract Services	$ 8,353,933	Calculated	$ 8,979,906	$ 9,288,436	$ 9,804,550	$ 10,454,772	$ 11,132,363	$ 11,841,160	$ 12,577,524	$ 13,343,612	$ 14,144,490	$ 14,976,060	$ 15,847,929
218	5304902	7034	Advertising - Other	212	Calculated	750	-	47,662	48,395	49,078	49,711	50,294	50,827	51,310	51,742	52,149
219	5304701	7034	Printing & Binding	7,888	Inflation	10,000	10,000	10,220	10,445	10,675	10,909	11,149	11,395	11,645	11,902	12,163
220	5304205	7034	Postage and Freight	39,822	Inflation	30,000	30,000	30,660	31,335	32,024	32,728	33,448	34,184	34,936	35,705	36,490
221	5304921	7034	Oper EXP - RMB Special Assessment	-	Inflation	1,000	1,000	1,022	1,044	1,067	1,091	1,115	1,139	1,165	1,190	1,216
222	5304933	7034	Fees/Costs - Cost Allocation Plan	29,053	Inflation	29,053	37,949	N/A	N/A	N/A	N/A	N/A	-	-	-	-
223	5304934	7034	Fees & Costs - TC Commission	-	Calculated	199,863	203,695	215,238	220,483	223,477	226,421	229,044	231,478	233,759	235,724	237,602
224	5304936	7034	Fees/Costs - Tax Collector	174,869	Inflation	-	-	-	-	-	-	-	-	-	-	-
225	5304940	7034	Fees/Cossts - Prop Appraiser	181,060	Calculated	299,795	305,543	322,857	330,725	335,215	339,631	343,566	347,217	350,638	353,586	356,403
226	5304959	7034	Fees/Costs - Bank Charges	29	Inflation	50	50	51	52	53	55	56	57	58	60	61
227			TOTAL OPERATING EXPENSES	$ 8,786,867		$ 9,550,417	$ 9,876,673	$ 10,432,260	$ 11,097,251	$ 11,783,952	$ 12,501,707	$ 13,246,196	$ 14,019,910	$ 14,828,001	$ 15,665,968	$ 16,544,014
228	Cont	Cont	Operating Contingency (1.0% of O&M)	-	Calculated	95,504	98,767	104,323	110,973	117,840	125,017	132,462	140,199	148,280	156,660	165,440
229			**TOTAL OPERATIONS EXPENSES - SOLID WASTE COLLECTION**	$ 8,786,867		$ 9,645,921	$ 9,975,440	$ 10,536,583	$ 11,208,223	$ 11,901,792	$ 12,626,724	$ 13,378,658	$ 14,160,109	$ 14,976,281	$ 15,822,627	$ 16,709,454
			FUND 4461 - FUTURE CELL CONSTRUCTION													
			OPERATING EXPENSES													
230	5303101	4461	Professional Services	$ -	Inflation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
231	5304933	4461	Fees/Costs - Cost Allocation Plan	38,907	Inflation	38,907	30,554	31,226	31,913	32,615	33,333	34,066	34,816	35,582	36,364	37,164
232	5304959	4461	Fees/Costs - Bank Charges	4	Inflation	50	50	51	52	53	55	56	57	58	60	61
233			TOTAL OPERATING EXPENSES	$ 38,911		$ 38,957	$ 30,604	$ 31,277	$ 31,965	$ 32,669	$ 33,387	$ 34,122	$ 34,873	$ 35,640	$ 36,424	$ 37,225
234			**TOTAL FUTURE CELL CONSTRUCTION EXPENSES**	$ 2,364,349		$ 38,957	$ 30,604	$ 31,277	$ 31,965	$ 32,669	$ 33,387	$ 34,122	$ 34,873	$ 35,640	$ 36,424	$ 37,225
			FUND 4471 - CAPITAL													
			OPERATING EXPENSES													
235	5303101	4471	Professional Services	$ -	Inflation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
236	5304902	4471	Advertising - Other	-	Inflation	-	-	-	-	-	-	-	-	-	-	-
237	5304924	4471	Fees - Permit Applications	-	Inflation	-	-	-	-	-	-	-	-	-	-	-
238	5304933	4471	Fees/Costs - Cost Allocation Plan	36,416	Inflation	36,416	40,774	41,671	42,588	43,525	44,482	45,461	46,461	47,483	48,528	49,595
239	5304946	4471	Fees/Costs - Admin/Other	8,436	Inflation	-	-	-	-	-	-	-	-	-	-	-
240	5304955	4471	Fees/Costs - Fleet Capital Recovery	-	Inflation	-	-	-	-	-	-	-	-	-	-	-
241	5304959	4471	Fees/Costs - Bank Charges	5	Inflation	45	45	46	47	48	49	50	51	52	54	55
242			TOTAL OPERATING EXPENSES	$ 44,858		$ 36,461	$ 40,819	$ 41,717	$ 42,635	$ 43,573	$ 44,531	$ 45,511	$ 46,512	$ 47,536	$ 48,581	$ 49,650
243			**TOTAL CAPITAL EXPENSES**	$ 1,061,059		$ 36,461	$ 40,819	$ 41,717	$ 42,635	$ 43,573	$ 44,531	$ 45,511	$ 46,512	$ 47,536	$ 48,581	$ 49,650
			FUND 4481 - Disaster / Debris Removal													
			OPERATING EXPENSES													
244	5305201	4481	Operating Supplies	$ 15,941	Inflation	$ 1,500	$ 1,500	$ 1,533	$ 1,567	$ 1,601	$ 1,636	$ 1,672	$ 1,709	$ 1,747	$ 1,785	$ 1,825
245	5304959	4481	Fees/Costs - Bank Charges	23	Inflation	15	15	15	16	16	16	17	17	17	18	18
246			TOTAL OPERATING EXPENSES	$ 8,415,821		$ 251,515	$ 251,515	$ 257,048	$ 262,703	$ 268,483	$ 274,389	$ 280,426	$ 286,595	$ 292,901	$ 299,344	$ 305,930
247			**TOTAL DIASTER / DEBRIS REMOVAL**	$ 8,415,821		$ 251,515	$ 261,515	$ 267,048	$ 272,703	$ 278,483	$ 284,389	$ 290,426	$ 296,595	$ 302,901	$ 309,344	$ 315,930
248	Cont	Cont	Operating Contingency (1.0% of O&M)	-	Calculated	104,814	121,740	120,435	123,644	128,567	131,478	135,106	140,637	143,845	147,896	154,085
249			**TOTAL EXPENSES**	$ 35,014,011		$ 20,232,123	$ 22,271,178	$ 22,700,507	$ 23,696,288	$ 24,887,032	$ 25,906,048	$ 27,024,391	$ 28,364,443	$ 29,504,664	$ 30,760,172	$ 32,272,039

Exhibit 6
Hernando County, FL
Fiscal Year 2026 Solid Waste Analysis

Capital Improvement Funding Plan [1]

Line No.	Project Description	Escalation Factor	Funding Source	Projected Fiscal Year ending September 30 2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	Total
	CIP Escalation Factor Alternatives														
	General Project Escalators														
1	No Assumed Escalation	None		1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	
2	CBO Forecast	Inflation		1.000	1.022	1.022	1.022	1.022	1.022	1.022	1.022	1.022	1.022	1.022	
3	ENR Index	ENR		1.000	1.031	1.031	1.031	1.031	1.031	1.031	1.031	1.031	1.031	1.031	
4	High Increase	High		1.000	1.050	1.050	1.050	1.050	1.050	1.050	1.050	1.050	1.050	1.050	
	Solid Waste Fund Capital Projects														
5	Composting Facility - Design -5303103 (110550) F4471	None	Cap/R&R	$ 278,359	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 278,359
6	Composting Facility - Const. - 5626301 (110550) F4471	None	Cap/R&R	-	3,100,000	-	-	-	-	-	-	-	-	-	3,100,000
7	Adminstration Building - 5626201 (107960) (C-PO/RO)	None	Cap/R&R	854,875	-	-	-	-	-	-	-	-	-	-	854,875
8	Class I Cell 4 -5666572(110530)(C/PO/RO) Fund 4421	None	ExistDebt	843,349	-	-	-	-	-	-	-	-	-	-	843,349
9	Class I Landfill Cell 4 Construction (Second Funding Source)	None	Debt1	-	-	-	-	-	-	-	-	-	-	-	-
10	Class I Landfill Cell 4 Construction (Third Funding Source)	None	Op	-	-	-	-	-	-	-	-	-	-	-	-
11	Class I Cell 4 -5666572 (110530)(C/PO/RO) Fund 4461	None	Future	7,419,584	-	-	-	-	-	-	-	-	-	-	7,419,584
12	Class I Landfill Cell 4 Construction (Second Funding Source)	None	ExistDebt	800,116	-	-	-	-	-	-	-	-	-	-	800,116
13	West Conven.Center Concrete - 5626301(PO) (111901)	None	Cap/R&R	290,903	-	-	-	-	-	-	-	-	-	-	290,903
14	Cell 3 Lat. Gas Coll. Sys-5303103 (111840)(D/PO/RO)	None	Cap/R&R	150,106	-	-	-	-	-	-	-	-	-	-	150,106
15	Recycling Bldg Const. - 5626301 F4471	None	Cap/R&R	-	2,000,000	-	-	-	-	-	-	-	-	-	2,000,000
16	**Subtotal Solid Waste Fund Capital Projects**			$ 11,137,292	$ 5,100,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 16,237,292
	Capital Outlay														
17	Capital Outlay - Fund 4411 - Operating	None	Cap/R&R	$ 114,500	$ 100,000	$ 100,000	$ 100,000	$ 100,000	$ 100,000	$ 100,000	$ 100,000	$ 100,000	$ 100,000	$ 100,000	$ 1,114,500
18	Capital Outlay - Fund 4471 - Capital	None	Cap/R&R	1,537,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	11,537,000
19	Subtotal Capital Outlay			1,651,500	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000	12,651,500
20	**Total Capital Improvement Plan - Disposal System**			$ 12,788,792	$ 6,200,000	$ 1,100,000	$ 1,100,000	$ 1,100,000	$ 1,100,000	$ 1,100,000	$ 1,100,000	$ 1,100,000	$ 1,100,000	$ 1,100,000	$ 28,888,792
	Project Funding Sources Summary														
21	Rate Revenues		Rev-Rates	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
22	Operating Fund		Op	-	-	-	-	-	-	-	-	-	-	-	-
23	Capital / Renewal and Replacement Fund		Cap/R&R	3,725,743	6,200,000	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000	19,825,743
24	Future Cell Construction Fund		Future	7,419,584	-	-	-	-	-	-	-	-	-	-	7,419,584
25	Grants		Grant	-	-	-	-	-	-	-	-	-	-	-	-
26	Existing Debt Proceeds		ExistDebt	1,643,465	-	-	-	-	-	-	-	-	-	-	1,643,465
27	New Debt - Senior - 1		Debt1	-	-	-	-	-	-	-	-	-	-	-	-
28	**Grand Total Funding Sources**			$ 12,788,792	$ 6,200,000	$ 1,100,000	$ 1,100,000	$ 1,100,000	$ 1,100,000	$ 1,100,000	$ 1,100,000	$ 1,100,000	$ 1,100,000	$ 1,100,000	$ 28,888,792

Footnotes:
[1] Amounts as provided by County Staff.

Exhibit 7
Hernando County, FL
Fiscal Year 2026 Solid Waste Analysis

Projected Revenue Requirements and Revenue Sufficiency

Line No.	Description	Allocation Basis	Collection	Disposal	Fiscal Year Ending September 30, 2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
	Operation and Maintenance Expenses *(Excludes Changes in Closure Liability):*														
1	Fund 4411 - Operating	Calculated			$ 10,154,455	$ 11,841,060	$ 11,703,447	$ 12,017,117	$ 12,501,949	$ 12,785,538	$ 13,140,568	$ 13,685,717	$ 13,998,462	$ 14,395,298	$ 15,005,695
2	Fund 7034 - Collection Operating				9,550,417	9,876,673	10,432,260	11,097,251	11,783,952	12,501,707	13,246,196	14,019,910	14,828,001	15,665,968	16,544,014
3	Fund 4431 - Closure & Long-Term Care	Calculated			-	-	-	-	-	-	-	-	-	-	-
4	Fund 4461 - Future Cell Construction	Calculated			38,957	30,604	31,277	31,965	32,669	33,387	34,122	34,873	35,640	36,424	37,225
5	Fund 4471 - Capital	Calculated			36,461	40,819	41,717	42,635	43,573	44,531	45,511	46,512	47,536	48,581	49,650
6	Fund 4481 - Disaster and Debris Removal	Calculated			251,515	261,515	267,048	272,703	278,483	284,389	290,426	296,595	302,901	309,344	315,930
7	Adjustment for Contingency (1.00% of O&M)	Calculated			200,318	220,507	224,757	234,617	246,406	256,496	267,568	280,836	292,125	304,556	319,525
8	Total Operation and Maintenance Expenses (Excludes Changes in Closure Liability):				$ 20,232,123	$ 22,271,178	$ 22,700,507	$ 23,696,288	$ 24,887,032	$ 25,906,048	$ 27,024,391	$ 28,364,443	$ 29,504,664	$ 30,760,172	$ 32,272,039
	Debt Service Payments:														
9	Proposed Debt Service	Calculated			$ 1,238,131	$ 1,235,631	$ 1,237,298	$ 1,233,048	$ 1,232,965	$ 1,236,798	$ 1,234,465	$ 1,231,131	$ 1,231,715	$ 1,232,815	$ 1,236,281
10	Total Debt Service Payments				$ 1,238,131	$ 1,235,631	$ 1,237,298	$ 1,233,048	$ 1,232,965	$ 1,236,798	$ 1,234,465	$ 1,231,131	$ 1,231,715	$ 1,232,815	$ 1,236,281
	Other Transfers and Funding Requirements:	Calculated													
11	Capital Funded From Rates	Calculated			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12	Transfer to Future Cell Construction Fund 4461	Calculated			593,623	611,439	628,369	644,335	659,815	1,198,610	1,237,817	1,277,412	1,317,369	1,357,661	1,398,699
13	Transfer to Capital / Renewal and Replacement Fund 4471	Calculated			169,664	31,337	212,429	221,244	156,272	291,319	325,685	400,052	334,742	375,176	459,291
14	Transfer to Emergency Reserve Fund	Calculated			300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000
15	Transfer to Closure and Long-Term Care, Croom	Calculated			37,958	38,793	39,647	40,519	41,410	42,321	43,252	44,204	45,176	46,170	47,186
16	Transfer to Closure and Long-Term Care, Class I	Calculated			2,750,250	616,842	124,417	123,930	123,301	122,524	121,588	120,486	119,208	117,746	116,088
17	Transfer to Closure and Long-Term Care, Cell 4	Calculated			-	634,824	960,885	995,978	1,031,637	1,088,206	1,146,700	1,207,153	1,269,599	1,334,075	1,400,999
18	Transfer to Operating Reserves	Calculated			-	562,040	(43,336)	106,567	163,455	31,381	472,241	723,259	1,387,592	1,905,898	2,213,968
19	Total Other Transfers and Funding Requirements				$ 3,851,495	$ 2,795,274	$ 2,222,412	$ 2,432,572	$ 2,475,891	$ 3,074,362	$ 3,647,284	$ 4,072,565	$ 4,773,687	$ 5,436,726	$ 5,936,231
20	Gross Revenue Requirements				$ 25,321,749	$ 26,302,084	$ 26,160,216	$ 27,361,908	$ 28,595,887	$ 30,217,207	$ 31,906,139	$ 33,668,140	$ 35,510,065	$ 37,429,712	$ 39,444,552
	Less Income and Funds from Other Sources:														
21	Interest Income	Disposal	0%	100%	$ 288,425	$ 215,245	$ 166,535	$ 155,499	$ 145,610	$ 135,896	$ 129,171	$ 127,450	$ 131,486	$ 142,757	$ 159,971
22	Franchise Fees	Disposal	0%	100%	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000
23	Excess Fees - Tax Collector	Assessment	53%	47%	154,649	165,101	175,555	186,344	197,566	209,228	221,338	233,904	246,933	260,428	274,528
24	Compost Revenues	Disposal	0%	100%	-	-	-	-	-	-	-	-	-	-	-
25	Miscellaneous Revenues	Disposal	0%	100%	239,306	240,094	242,728	245,487	248,378	251,406	254,577	257,899	261,380	265,025	268,843
26	Transfer from Operating Reserves	Disposal	0%	100%	-	-	-	-	-	-	-	-	-	-	-
27	Convenience Center Revenue	Disposal	0%	100%	156,590	500,381	500,381	500,381	500,381	500,381	500,381	500,381	500,381	500,381	500,381
28	Net Revenue Requirements from Rates				$ 24,452,779	$ 25,151,264	$ 25,045,018	$ 26,244,196	$ 27,473,952	$ 29,090,297	$ 30,770,672	$ 32,518,505	$ 34,339,886	$ 36,231,121	$ 38,210,827
	Disposal Fee Revenue:														
	Existing Rate Revenues:														
29	Assessment Revenue				$ 8,672,983	$ 8,839,239	$ 8,991,246	$ 9,129,001	$ 9,257,255	$ 9,376,011	$ 9,485,264	$ 9,585,018	$ 9,675,272	$ 9,756,025	$ 9,832,028
30	Tip Fee Revenue				4,805,454	4,759,861	4,470,863	4,181,865	3,895,161	3,895,163	3,895,164	3,895,165	3,895,166	3,895,167	3,895,168
31	Total Disposal Fee Revenue				$ 13,478,437	$ 13,599,100	$ 13,462,109	$ 13,310,866	$ 13,152,416	$ 13,271,174	$ 13,380,428	$ 13,480,183	$ 13,570,438	$ 13,651,192	$ 13,727,196
	Residential Assessment:														
32	Additional Incremental Rate Adjustments				0.00%	4.75%	4.75%	4.75%	4.75%	4.75%	4.75%	4.75%	4.75%	4.75%	4.75%
33	Effective Month				12	12	12	12	12	12	12	12	12	12	12
34	Percent of Current Month Effective				100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
35	Effective Incremental Rate Adjustment (%)				0.00%	4.75%	4.75%	4.75%	4.75%	4.75%	4.75%	4.75%	4.75%	4.75%	4.75%
36	Cumulative Prior Period Rate Adjustment (%)				N/A	0.00%	4.75%	9.73%	14.94%	20.40%	26.12%	32.11%	38.38%	44.95%	51.84%
	Charge for Service:														
37	Additional Incremental Rate Adjustments				0.00%	1.44%	4.75%	4.75%	4.75%	4.75%	4.75%	4.75%	4.75%	4.75%	4.75%
38	Effective Month				3	12	12	12	12	12	12	12	12	12	12
39	Percent of Current Month Effective				25.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
40	Recognized Incremental Rate Adjustment (%)				0.00%	1.44%	4.75%	4.75%	4.75%	4.75%	4.75%	4.75%	4.75%	4.75%	4.75%
41	Cumulative Prior Period Rate Adjustment (%)				N/A	0.00%	1.44%	6.26%	11.31%	16.59%	22.13%	27.93%	34.01%	40.38%	47.04%
	Additional Rate Revenues:														
	Current Period Rate Revenue Adjustment														
42	Residential Assessment Revenue				$ -	$ 419,864	$ 447,371	$ 475,801	$ 505,403	$ 536,201	$ 568,216	$ 601,466	$ 635,968	$ 671,736	$ 709,125
43	Tip Fee Revenue				-	68,575	215,426	211,072	205,939	215,722	225,968	236,702	247,945	259,723	272,060
	Cumulative Prior Period Rate Adjustment														
44	Residential Assessment Revenue				N/A	$ -	$ 427,084	$ 887,852	$ 1,382,811	$ 1,912,437	$ 2,477,171	$ 3,077,414	$ 3,713,520	$ 4,385,790	$ 5,096,926
45	Tip Fee Revenue				N/A	-	64,411	261,748	440,404	646,343	862,065	1,088,034	1,324,736	1,572,682	1,832,405
46	Total Disposal Fee Revenue Received				$ 13,478,437	$ 14,087,539	$ 14,616,400	$ 15,147,338	$ 15,686,973	$ 16,581,877	$ 17,513,848	$ 18,483,798	$ 19,492,607	$ 20,541,123	$ 21,637,713

Exhibit 7
Hernando County, FL
Fiscal Year 2026 Solid Waste Analysis

Projected Revenue Requirements and Revenue Sufficiency

Line No.	Description	Allocation Basis	Allocation Collection	Allocation Disposal	Fiscal Year Ending September 30, 2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
	Collection Fee Revenue:														
	Existing Rate Revenues:														
47	Assessment Revenue				$ 9,683,663	$ 9,869,341	$ 10,039,431	$ 10,193,829	$ 10,337,694	$ 10,471,028	$ 10,593,831	$ 10,706,100	$ 10,807,733	$ 10,898,728	$ 10,984,459
48	Total Collection Fee Revenue				$ 9,683,663	$ 9,869,341	$ 10,039,431	$ 10,193,829	$ 10,337,694	$ 10,471,028	$ 10,593,831	$ 10,706,100	$ 10,807,733	$ 10,898,728	$ 10,984,459
	Residential Assessment:														
49	Additional Incremental Rate Adjustments				0.00%	0.00%	3.88%	4.80%	4.74%	4.77%	4.75%	4.76%	4.79%	4.79%	4.80%
50	Effective Month				12	12	12	12	12	12	12	12	12	12	12
51	Percent of Current Month Effective				100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
52	Effective Incremental Rate Adjustment (%)				0.00%	0.00%	3.88%	4.80%	4.74%	4.77%	4.75%	4.76%	4.79%	4.79%	4.80%
53	Cumulative Prior Period Rate Adjustment (%)				N/A	0.00%	0.00%	3.88%	8.86%	14.02%	19.46%	25.14%	31.09%	37.38%	43.96%
	Additional Rate Revenues:														
	Current Period Rate Revenue Adjustment														
54	Residential Assessment Revenue				$ -	$ -	$ 389,186	$ 507,858	$ 533,511	$ 569,415	$ 601,706	$ 637,392	$ 679,342	$ 717,713	$ 759,697
	Cumulative Prior Period Rate Adjustment														
55	Residential Assessment Revenue				N/A	$ -	$ -	$ 395,172	$ 915,774	$ 1,467,977	$ 2,061,287	$ 2,691,214	$ 3,360,205	$ 4,073,557	$ 4,828,959
56	Total Collection Fee Revenue Received				$ 9,683,663	$ 9,869,341	$ 10,428,617	$ 11,096,858	$ 11,786,979	$ 12,508,420	$ 13,256,823	$ 14,034,707	$ 14,847,279	$ 15,689,998	$ 16,573,115
	Revenue Surplus / (Deficiency) Under Proposed Rate Adjustments														
57	Amount of Surplus / (Deficiency)				$ (1,290,679)	$ (1,194,384)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
58	As Percent of Existing Revenue				(9.58%)	(8.78%)	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

Exhibit 8
Hernando County, FL
Fiscal Year 2026 Solid Waste Analysis

Projected Cash Balances and Interest Earnings

Line No.	Description	Invest. Reference Cash	Invest. Reference Interest	Fiscal Year Ending September 30, 2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
	Ending Cash Balance Summary:													
1	Disposal Operating Fund 4411	(U)	(U)	$ 3,339,544	$ 3,031,826	$ 2,999,324	$ 3,079,249	$ 3,201,840	$ 3,274,354	$ 3,364,701	$ 3,502,439	$ 3,582,341	$ 3,683,230	$ 3,837,350
	Closure/Long-Term Care Escrow Fund 4431	(R)	(R)											
	Croom Landfill	(R)	(R)	-	-	-	-	-	-	-	-	-	-	-
2	NW Landfill Cells 1-3	(R)	(R)	15,257,124	7,067,334	7,036,709	6,997,886	6,950,400	6,893,767	6,827,481	6,751,013	6,663,812	6,565,303	6,454,886
3	NW Landfill C & D Cells 1 & 2	(R)	(U)	226,816	195,940	164,679	133,027	134,690	136,373	138,078	138,078	138,078	138,078	138,078
4	NW Landfill Cell 4	(R)	(R)	-	638,792	1,613,668	2,636,042	3,707,077	4,848,423	6,062,895	7,353,380	8,722,831	10,174,280	11,711,214
5	Future Cell Construction Fund 4461	(R)	(R)	6,366,166	7,061,004	7,781,563	8,527,195	9,297,724	10,620,047	11,998,351	13,433,725	14,927,250	16,479,987	18,093,427
6	Renewal & Replacement Fund 4471	(R)	(U)	13,039,258	6,541,934	5,639,494	4,783,344	3,876,445	3,022,596	2,626,141	2,507,679	3,046,076	4,122,225	5,537,329
7	C&D Spotter Fund	(R)	(U)	4,035	8,070	12,105	16,140	20,175	24,210	28,245	32,280	36,315	40,350	44,385
8	Disaster / Debris Removal Fund 4481	(R)	(R)	694,280	1,004,833	1,319,268	1,637,634	1,959,980	2,286,355	2,616,809	2,951,394	3,290,161	3,633,163	3,980,453
	Debt Proceeds Fund	(R)	(R)	1,643,465	1,643,465	1,643,465	1,643,465	1,643,465	1,643,465	1,643,465	1,643,465	1,643,465	1,643,465	1,643,465
	Debt Service Reserve Fund	(R)	(U)	-	-	-	-	-	-	-	-	-	-	-
	Debt Service Sinking Fund	(R)	(R)	-	-	-	-	-	-	-	-	-	-	-
9	Collection Operating Fund 7034			4,027,201	4,027,201	4,027,201	4,027,201	4,027,201	4,027,201	4,027,201	4,027,201	4,027,201	4,027,201	4,027,201
10	Total Projected End of Year Balances			$ 44,597,888	$31,220,398	$32,237,475	$33,481,182	$34,818,996	$36,776,790	$39,333,366	$42,340,653	$46,077,529	$50,507,282	$55,467,789
11	Total Projected End of Year Balances Without Closure Fund and Future Cell Fund			$22,747,782	$16,257,328	$15,640,856	$15,187,033	$14,729,105	$14,278,180	$14,306,561	$14,664,457	$15,625,559	$17,149,634	$19,070,183
12	Total Projected End of Year Balances Less All Closure / Capital Funds			**$ 9,010,209**	**$ 8,702,491**	**$ 8,669,989**	**$ 8,749,914**	**$ 8,872,505**	**$ 8,945,019**	**$ 9,035,366**	**$ 9,173,104**	**$ 9,253,006**	**$ 9,353,895**	**$ 9,508,015**
	Operating Revenue Fund 4411													
13	Adjusted Beginning Balance			$ 13,079,176	$ 3,339,544	$ 3,031,826	$ 2,999,324	$ 3,079,249	$ 3,201,840	$ 3,274,354	$ 3,364,701	$ 3,502,439	$ 3,582,341	$ 3,683,230
14	Transfers In - Operations			-	562,040	(43,336)	106,567	163,455	31,381	472,241	723,259	1,387,592	1,905,898	2,213,968
15	Transfers In - Debt Service Reserve			-	-	-	-	-	-	-	-	-	-	-
16	Transfers In - R&R / Capital Fund 4471			-	328,661	14,869	-	-	45,168	-	-	-	-	-
17	Transfers Out - Operations			1,290,679	1,194,384	-	-	-	-	-	-	-	-	-
22	Transfers Out / (In) - C&D Spotter Fund			4,035	4,035	4,035	4,035	4,035	4,035	4,035	4,035	4,035	4,035	4,035
23	Interest Rate			1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%
24	Interest Income	1	(U)	102,617	39,821	37,695	37,991	39,257	40,476	41,494	42,920	44,280	45,410	47,004
25	Use of Interest Income to Fund Revenue Requirements			102,617	39,821	37,695	37,991	39,257	40,476	41,494	42,920	44,280	45,410	47,004
26	Ending Balance - Subtotal			$ 3,339,544	$ 3,031,826	$ 2,999,324	$ 3,079,249	$ 3,201,840	$ 3,274,354	$ 3,364,701	$ 3,502,439	$ 3,582,341	$ 3,683,230	$ 3,837,350
27	Minimum Balance - 90 Days of Operation and Maintenance Expenses	90		2,610,296	3,031,826	2,999,324	3,079,249	3,201,840	3,274,354	3,364,701	3,502,439	3,582,341	3,683,230	3,837,350
28	Ending Balance			$ 3,339,544	$ 3,031,826	$ 2,999,324	$ 3,079,249	$ 3,201,840	$ 3,274,354	$ 3,364,701	$ 3,502,439	$ 3,582,341	$ 3,683,230	$ 3,837,350
					$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Closure/Long-Term Care Escrow Fund 4431				$ -	$ -			$ -					
	Closure - Croom Landfill Fund:													
29	Beginning Balance			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
30	Transfers In - Revenue Requirements			37,958	38,793	39,647	40,519	41,410	42,321	43,252	44,204	45,176	46,170	47,186
31	Transfers In -			-	-	-	-	-	-	-	-	-	-	-
32	Transfers In -			-	-	-	-	-	-	-	-	-	-	-
34	Transfers Out - Long-Term Care Expenses			37,958	38,793	39,647	40,519	41,410	42,321	43,252	44,204	45,176	46,170	47,186
35	Transfers Out -			-	-	-	-	-	-	-	-	-	-	-
36	Interest Rate			1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%
37	Interest Income	2	(R)	-	-	-	-	-	-	-	-	-	-	-
38	Use of Interest Income to Fund Revenue Requirements			-	-	-	-	-	-	-	-	-	-	-
39	Ending Balance			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Closure - NW Landfill Cells 1-3 Fund:													
40	Beginning Balance			$ 12,335,491	$ 15,257,124	$ 7,067,334	$ 7,036,709	$ 6,997,886	$ 6,950,400	$ 6,893,767	$ 6,827,481	$ 6,751,013	$ 6,663,812	$ 6,565,303
41	Transfers In - Revenue Requirements			2,750,250	616,842	124,417	123,930	123,301	122,524	121,588	120,486	119,208	117,746	116,088
43	Transfers Out - Closure Expense			-	8,945,293	-	-	-	-	-	-	-	-	-
44	Transfers Out - Long-Term Care Expense			-	-	242,645	249,925	257,422	265,145	273,099	281,292	289,731	298,423	307,376
45	Interest Rate			1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%
46	Interest Income	2	(R)	171,383	138,661	87,603	87,171	86,635	85,989	85,225	84,338	83,322	82,168	80,871
47	Use of Interest Income to Fund Revenue Requirements			-	-	-	-	-	-	-	-	-	-	-
48	Ending Balance			$ 15,257,124	$ 7,067,334	$ 7,036,709	$ 6,997,886	$ 6,950,400	$ 6,893,767	$ 6,827,481	$ 6,751,013	$ 6,663,812	$ 6,565,303	$ 6,454,886
	Closure - NW Landfill C&D Cells 1 & 2 Fund:													
49	Beginning Balance			$ 257,310	$ 226,816	$ 195,940	$ 164,679	$ 133,027	$ 134,690	$ 136,373	$ 138,078	$ 138,078	$ 138,078	$ 138,078
	Transfers Out - Long-Term Care Expense			33,501	33,501	33,501	33,501	-	-	-	-	-	-	-
51	Interest Rate			1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%
52	Interest Income	2	(U)	3,007	2,626	2,240	1,849	1,663	1,684	1,705	1,726	1,726	1,726	1,726
53	Use of Interest Income to Fund Revenue Requirements			-	-	-	-	-	-	-	1,726	1,726	1,726	1,726
54	Ending Balance			$ 226,816	$ 195,940	$ 164,679	$ 133,027	$ 134,690	$ 136,373	$ 138,078	$ 138,078	$ 138,078	$ 138,078	$ 138,078
	Closure - NW Landfill Future Cell 4 Fund:													
55	Beginning Balance			$ -	$ -	$ 638,792	$ 1,613,668	$ 2,636,042	$ 3,707,077	$ 4,848,423	$ 6,062,895	$ 7,353,380	$ 8,722,831	$ 10,174,280
56	Transfers In - Revenue Requirements			-	634,824	960,885	995,978	1,031,637	1,088,206	1,146,700	1,207,153	1,269,599	1,334,075	1,400,999
57	Interest Rate			1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%
58	Interest Income	2	(R)	-	3,968	13,990	26,396	39,398	53,140	67,772	83,331	99,852	117,373	1
60	Ending Balance			$ -	$ 638,792	$ 1,613,668	$ 2,636,042	$ 3,707,077	$ 4,848,423	$ 6,062,895	$ 7,353,380	$ 8,722,831	$ 10,174,280	$ 11,7

Exhibit 8
Hernando County, FL
Fiscal Year 2026 Solid Waste Analysis

Projected Cash Balances and Interest Earnings

Line No.	Description	Invest. Reference Cash	Interest	Fiscal Year Ending September 30, 2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
	Future Cell Construction Fund 4461													
61	Beginning Balance			$ 13,071,397	$ 6,366,166	$ 7,061,004	$ 7,781,563	$ 8,527,195	$ 9,297,724	$ 10,620,047	$ 11,998,351	$ 13,433,725	$ 14,927,250	$ 16,479,987
62	Transfers In - Revenue Requirements			593,623	611,439	628,369	644,335	659,815	1,198,610	1,237,817	1,277,412	1,317,369	1,357,661	1,398,699
63	Transfers In - Capacity Reservation			-	-	-	-	-	-	-	-	-	-	-
64	Transfers Out - Capital Improvements			7,419,584	-	-	-	-	-	-	-	-	-	-
65	Interest Rate			1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%
66	Interest Income	3	(R)	120,730	83,399	92,190	101,297	110,714	123,713	140,487	157,963	176,155	195,076	214,742
67	Use of Interest Income to Fund Revenue Requirements			-	-	-	-	-	-	-	-	-	-	-
68	Ending Balance			$ 6,366,166	$ 7,061,004	$ 7,781,563	$ 8,527,195	$ 9,297,724	$ 10,620,047	$ 11,998,351	$ 13,433,725	$ 14,927,250	$ 16,479,987	$ 18,093,427
	Capital / Renewal & Replacement Fund 4471													
69	Beginning Balance			$ 8,150,419	$ 13,039,258	$ 6,541,934	$5,639,494	$4,783,344	$3,876,445	$3,022,596	$2,626,141	$2,507,679	$3,046,076	$4,122,225
70	Transfers In - Revenue Requirements			169,664	31,337	212,429	221,244	156,272	291,319	325,685	400,052	334,742	375,176	459,291
71	Transfers In - Future Cell Construction Fund 4461			-	-	-	-	-	-	-	-	-	-	-
72	Transfers In - Operating Reserves			8,444,918	-	-	22,607	36,829	-	377,859	581,486	1,303,655	1,800,974	2,055,813
73	Transfers Out - Capital Improvements			3,725,743	6,200,000	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000
74	Transfers Out - Operating Reserves			-	328,661	14,869	-	-	45,168	-	-	-	-	-
76	Interest Rate			1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%
77	Interest Income	4	(U)	132,435	122,382	76,134	65,143	54,124	43,119	35,305	32,086	34,711	44,802	60,372
78	Use of Interest Income to Fund Revenue Requirements			132,435	122,382	76,134	65,143	54,124	43,119	35,305	32,086	34,711	44,802	60,372
79	Ending Balance			$ 13,039,258	$ 6,541,934	$5,639,494	$4,783,344	$ 3,876,445	$ 3,022,596	$ 2,626,141	$ 2,507,679	$ 3,046,076	$ 4,122,225	$ 5,537,329
	Collection Fund 7034													
80	Adjusted Beginning Balance			$ 4,027,201	$ 4,027,201	$ 4,027,201	$ 4,027,201	$ 4,027,201	$ 4,027,201	$ 4,027,201	$ 4,027,201	$ 4,027,201	$ 4,027,201	$ 4,027,201
81	Transfers In - Operations			-	-	-	-	-	-	-	-	-	-	-
89	Interest Rate			1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%
90	Interest Income	1	(U)	50,340	50,340	50,340	50,340	50,340	50,340	50,340	50,340	50,340	50,340	50,340
91	Use of Interest Income to Fund Revenue Requirements			50,340	50,340	50,340	50,340	50,340	50,340	50,340	50,340	50,340	50,340	50,340
94	Ending Balance			$ 4,027,201	$ 4,027,201	$ 4,027,201	$ 4,027,201	$ 4,027,201	$ 4,027,201	$ 4,027,201	$ 4,027,201	$ 4,027,201	$ 4,027,201	$ 4,027,201
	C&D Spotter Fund													
95	Beginning Balance			$ -	$ 4,035	$8,070	$12,105	$16,140	$20,175	$24,210	$28,245	$32,280	$36,315	$40,350
96	Transfers In - Operating Reserves			4,035	4,035	4,035	4,035	4,035	4,035	4,035	4,035	4,035	4,035	4,035
97	Transfers In -			-	-	-	-	-	-	-	-	-	-	-
98	Transfers In -			-	-	-	-	-	-	-	-	-	-	-
101	Transfers Out -			-	-	-	-	-	-	-	-	-	-	-
102	Interest Rate			1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%
103	Interest Income	4	(U)	25	76	126	177	227	277	328	378	429	479	530
104	Use of Interest Income to Fund Revenue Requirements			25	76	126	177	227	277	328	378	429	479	530
105	Ending Balance			$ 4,035	$ 8,070	$12,105	$16,140	$ 20,175	$ 24,210	$ 28,245	$ 32,280	$ 36,315	$ 40,350	$ 44,385
	Disaster / Debris Removal Reserve Fund													
106	Beginning Balance			$ 387,560	$ 694,280	$1,004,833	$1,319,268	$1,637,634	$1,959,980	$2,286,355	$2,616,809	$2,951,394	$3,290,161	$3,633,163
107	Transfers In - Revenue Requirements			300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000
109	Transfers In -			-	-	-	-	-	-	-	-	-	-	-
112	Transfers Out -			-	-	-	-	-	-	-	-	-	-	-
113	Interest Rate			1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%
114	Interest Income	4	(R)	6,720	10,553	14,435	18,366	22,345	26,375	30,454	34,585	38,767	43,002	47,290
115	Use of Interest Income to Fund Revenue Requirements			-	-	-	-	-	-	-	-	-	-	-
116	Ending Balance			$ 694,280	$ 1,004,833	$1,319,268	$1,637,634	$ 1,959,980	$ 2,286,355	$ 2,616,809	$ 2,951,394	$ 3,290,161	$ 3,633,163	$ 3,980,453
	Debt Proceeds Fund													
117	Beginning Balance			$ 1,643,465	$ 1,643,465	$ 1,643,465	$ 1,643,465	$ 1,643,465	$ 1,643,465	$ 1,643,465	$ 1,643,465	$ 1,643,465	$ 1,643,465	$ 1,643,465
118	Transfers In			-	-	-	-	-	-	-	-	-	-	-
119	Transfers Out - Capital Improvements			-	-	-	-	-	-	-	-	-	-	-
123	Ending Balance	(R)		$ 1,643,465	$ 1,643,465	$ 1,643,465	$ 1,643,465	$ 1,643,465	$ 1,643,465	$ 1,643,465	$ 1,643,465	$ 1,643,465	$ 1,643,465	$ 1,643,465
	Debt Service Sinking Fund													
131	Beginning Balance			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
132	Transfers In - Accrued Debt Service	(R)		1,238,131	1,235,631	1,237,298	1,233,048	1,232,965	1,236,798	1,234,465	1,231,131	1,231,715	1,232,815	1,236,281
133	Transfers Out - Debt Payment			1,238,131	1,235,631	1,237,298	1,233,048	1,232,965	1,236,798	1,234,465	1,231,131	1,231,715	1,232,815	1,236,281
137	Ending Balance			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	INTEREST INCOME SUMMARY:													
	By Restricted and Unrestricted - Rate Covenant													
	Unrestricted Interest Income		(U)	$ 288,425	$ 215,245	$ 166,535	$ 155,499	$ 145,610	$ 135,896	$ 129,171	$ 127,450	$ 131,486	$ 142,757	$ 159,971
	Restricted Interest Income		(R)	298,832	236,581	208,218	233,230	259,093	289,216	323,939	360,218	398,097	437,620	478,837
	Total Interest Income			$ 587,257	$ 451,826	$ 374,753	$ 388,729	$ 404,703	$ 425,112	$ 453,110	$ 487,668	$ 529,582	$ 580,377	$ 6

Exhibit 9
Hernando County, FL
Fiscal Year 2026 Solid Waste Analysis

Solid Waste Rate Comparison with Other Solid Waste Facilities [1]

Line No.	Description	Population	Tipping Fees per Ton: Total	MSW / Garbage	Construction Debris	Yard Waste
1	Hernando County - Existing	225,830	$315.41	62.47	78.47	56.27
2	Hernando County - Proposed (2027)		320.07	63.37	85.00	57.09
	Other Solid Waste Systems:					
3	Broward County	2,012,945	$512.00	$100.00	$100.00	$75.00
4	Charlotte County	222,968	324.64	48.90	48.90	48.90
5	Citrus County	173,511	411.00	46.00	134.00	33.00
6	Collier County	417,540	261.91	90.35	96.55	57.50
7	DeSoto County	37,267	284.80	42.00	42.00	42.00
8	Hillsborough County	1,577,032	510.77	141.00	104.00	65.00
9	Lee County	889,547	357.11	69.83	70.25	48.92
10	Manatee County	477,444	283.80	46.00	65.00	44.00
11	Miami-Dade County	2,791,914	702.00	115.80	115.80	115.80
12	Orange County	1,535,016	300.00	54.20	41.10	46.80
13	Palm Beach County	1,577,304	498.83	42.00	80.00	35.00
14	Pasco County	692,842	389.68	104.03	104.03	104.03
15	Polk County	898,146	346.05	46.00	46.00	36.50
16	Sarasota County	483,927	263.96	60.85	59.91	47.43
17	Seminole County	494,104	305.00	41.63	41.63	41.63
18	Other Solid Waste Systems' Average	952,100	$383.44	$69.91	$76.61	$56.10
19	Minimum	37,267	$261.91	$41.63	$41.10	$33.00
20	Maximum	2,791,914	$702.00	$141.00	$134.00	$115.80

RESOLUTION NO. 2026-_

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA, ADOPTING REVISED RATES, FEES AND CHARGES FOR SOLID WASTE DISPOSAL SERVICES PROVIDED BY HERNANDO COUNTY; INCORPORATING WHEREAS CLAUSES; ADOPTING REVISED TIPPING FEES AND CHARGES FOR DISPOSAL OF SOLID WASTE AT THE HERNANDO COUNTY SOLID WASTE MANAGEMENT FACILITY AND CONVENIENCE CENTERS; REPEALING AND SUPERSEDING PRIOR AND CONFLICTING RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Paragraph 125.01(1)(k), Florida Statutes, authorizes and empowers the Board of County Commissioners of Hernando County, Florida, to provide and regulate waste disposal; and

WHEREAS, pursuant to Subsection 403.706(1), Florida Statutes, the Board of County Commissioners of Hernando County has the responsibility and power to provide for the operation of solid waste disposal facilities to meet the needs of all incorporated and unincorporated areas of the County; and

WHEREAS, pursuant to Article II of Chapter 14, Hernando County Code of Ordinances, Hernando County owns and operates a solid waste management facility and convenience centers, together referred to as “solid waste management facilities” or “facilities”, to provide adequate solid waste disposal for the County; and

WHEREAS, Subsection 403.706(1) authorizes Hernando County to charge reasonable fees for the handling and disposal of solid waste at its solid waste management facilities; and

WHEREAS, Subsection 403.7049(5), Florida Statutes, authorizes Hernando County to charge solid waste disposal fees which may vary based on a number of factors, including, but not limited to, the amount, characteristics, and form of recyclable materials present in the solid waste that is brought to the County’s solid waste management facilities for processing or disposal; and

WHEREAS, Paragraph 14-64.14(b)(4), Hernando County Code of Ordinances, authorizes the Board of County Commissioners to adopt a resolution incorporating a schedule of tipping fees to be charged by the County for receiving and disposing of solid waste within the County and for receiving and disposing of special waste; and

WHEREAS, pursuant to Subsection 14-64.14(b), Hernando County Code of Ordinances, the Board of County Commissioners may reasonably classify types of solid waste in fixing tipping fees for solid waste disposal; and

WHEREAS, on April 29, 2026, the Board of County Commissioners of Hernando County adopted Resolution No. 2026-085, which established revised tipping fees and charges for disposal of solid waste at the Hernando County solid waste management facilities; and

WHEREAS, the County retained Raftelis Financial Consultants, Inc. to prepare a report entitled Fiscal Year 2026 Solid Waste Revenue Sufficiency Study dated April 2026 (the "Report"), relating to revised rates, fees, assessments, and other charges to fund the solid waste disposal and resource recovery system, which Report is incorporated in this Resolution by reference; and

WHEREAS, based on the Report, the consultant retained by the County and County staff have recommended changes to tipping fees and charges for disposal of solid waste and special waste at the solid waste management facilities; and

WHEREAS, the Board of County Commissioners has reviewed the recommended changes and has determined that the revised tipping fees and charges set forth in this Resolution are necessary for disposal of solid waste and special waste at the solid waste management facilities to cover the costs of providing disposal services and to finance operation and maintenance of the solid waste disposal and resource recovery system in a fiscally responsible manner; and

WHEREAS, Subsection 14-64.14(b) requires that the resolution incorporating the schedule of tipping fees for solid waste disposal services must be adopted by the Board of County Commissioners after a public hearing; and

WHEREAS, Subsection 14-64.14(b) requires that notice of the time, place and purpose of the public hearing shall be given by publication "on a publicly accessible website, as permitted by chapter 50, Florida Statutes once each week for two (2) weeks prior to the hearing; and

WHEREAS, Notice of Public Hearing to consider this Resolution was duly published "on a publicly accessible website, as permitted by chapter 50, Florida Statutes; and

WHEREAS, on June 9, 2026, the Board of County Commissioners held a public hearing to consider this Resolution; and

WHEREAS, the Board of County Commissioners finds that it is in the best interest of the County and the solid waste disposal and resource recovery system to adopt revised tipping fees and charges for disposal of solid waste and special waste at the solid waste management facilities.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA:

SECTION 1. The Whereas clauses contained in this Resolution are true and correct and are incorporated herein by reference.

SECTION 2. Pursuant to Sections 125.01, 403.7049, and 403.706, Florida Statutes, and Division 3 of Article II of Chapter 14, Hernando County Code of Ordinances, the Board of County Commissioners of Hernando County hereby adopts the following revised tipping fees and charges for receiving and disposal of various types of solid waste at the Hernando County solid waste management facility generated from within the County:

Type of Waste	**Disposal Fee (* indicates increase)**
Class 1 Solid Waste – Garbage, rubbish, refuse, or other discarded material resulting from domestic, industrial, commercial, agricultural, or government operations.	$63.37 per ton*
Construction and Demolition Debris – Discarded material considered not water soluble and non-hazardous, including, but not limited to, steel, glass, brick, concrete, asphalt, pipe, wallboard, lumber, and roofing materials from construction, demolition, or renovation of structures.	$85.00 per ton*
Yard Trash – Vegetative matter resulting from landscaping maintenance, which includes tree and shrub trimmings, grass clippings, palm fronds, trees, and tree stumps.	$57.09 per ton*
Personal Watercraft – Boats, jet-skis, and wave runners.	$62.47 per ton
Sludge	$62.47 per ton
Automobile Tires – Passenger car, motorcycle, and light truck tires (16 inches or less).	$157.13 per ton*
Semi-Truck Tires – Road-type, heavy truck, and semi-tractor tires (greater than 16 inches).	$157.13 per ton*
Off-Road Tires – Heavy equipment tires and racing slicks.	$209.50 per ton*
Travel Trailer – Without tires.	$240.93 flat fee*
Travel Trailer – With tires.	$267.11 flat fee*
Single-Wide Mobile Home – Without tires.	$419.00 flat fee*
Single-Wide Mobile Home – With tires.	$471.38 flat fee*
Double-Wide Mobile Home – Without tires.	$827.53 flat fee*
Double-Wide Mobile Home – With tires.	$864.19 flat fee*
Convenience Center Fee – Up to 5 bags; maximum of 60 gallons per bag	$5.00 flat fee

Convenience Center Fee – Per visit	$15.00 per visit
Recycling – Paper, cardboard, plastic, aluminum, tin, metal *Program items subject to change without notice	$0
Household Hazardous Waste – Medications, sharps, Paint, oil, batteries, pesticides, herbicides, fluorescent bulbs, gasoline, solvents, paint thinner/remover, pool chemicals, household cleaners, mercury thermostats *Program items subject to change without notice	$0

SECTION 3. All prior and conflicting resolutions or parts of resolutions, including but not limited to, Resolution No. 2026-085, shall be repealed, rescinded, superseded and replaced by this Resolution effective January 1, 2027.

SECTION 4. In the event that any provision, portion or section of this Resolution is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining provisions, portions or sections of this Resolution which shall remain in full force and effect.

SECTION 5. This Resolution and the revised rates, fees and charges established in this Resolution shall become effective January 1, 2027.

ADOPTED in Regular Session this ____ day of _____, 2026.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

_____
Douglas A. Chorvat, Jr.
Clerk of the Circuit Court & Comptroller

By:_____
Jerry Campbell, Chairman

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: Jon Jouben
County Attorney's Office

See Proof on Next Page

AFFIDAVIT OF PUBLICATION

Hernando County
20 N. Main St. Rm. 362, Brooksville, FL 34601
(352) 754-4180

State of New Jersey, County of Camden, ss:

I, Edmar Corachia, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of Hernando County, a Daily newspaper of general circulation, printed and published in City of Brooksville, Hernando County, State of Florida; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates.

Publication Dates:
- May 25, 2026
- Jun 1, 2026

Notice ID: 7RlJpnFkZormAmT88esZ

Notice Name: Notice of Public Hearing - Resolution 6/9 Mtg

Publication Fee: $0.00

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Edmar Corachia

Agent

SHARONN E THOMAS-POPE
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires January 23, 2027

VERIFICATION

State of New Jersey
County of Camden

Signed or attested before me on this: 06/01/2026

Notary Public

Notarized remotely online using communication technology via Proof.

NOTICE OF PUBLIC HEARING

Notice is hereby given, pursuant to Section 14-64.14 of the Hernando County Code of Ordinances, that the Board of County Commissioners of Hernando County, Florida, will conduct a public hearing to consider the adoption of a resolution incorporating a schedule of revised tipping fees to be charged by the County for receiving and disposing of solid waste and special waste within the County.

The public hearing will be held on **Tuesday, June 9, 2026 at 9:00 a.m.**, or as soon thereafter as possible, in the County Commission Chambers, located in the Hernando County Government Center, 20 North Main Street, Room 160, Brooksville, Florida, for the purpose of receiving public comment on the proposed fees. All interested persons may appear at the meeting or public hearing and be heard with respect to the proposed resolution.

Copies of the proposed resolution are available for inspection in the Hernando County Northwest Solid Waste Management Facility (Main Landfill) located at 14450 Landfill Rd., Brooksville, FL 34614, between the hours of 8:30 a.m. to 4:30 p.m., Monday through Friday, legal holidays excepted.

If a person decides to appeal any decision made by the Board of County Commissioners with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made.
Public participation is solicited without regard to race, color, national origin, age, sex, religion, disability, or family status. In accordance with the Americans with Disabilities Act, persons with disabilities needing special accommodations to participate in this proceeding should contact Maryellen Waite, Risk Management, 15470 Flight Path Drive, Brooksville, Florida 34604, telephone (352) 540-6289, at least three (3) days prior to the date of the hearing. If hearing impaired, please call 711 for assistance.
.

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

/s/_____ **(SEAL)**
Douglas A. Chorvat, Jr.
Clerk of the Circuit Court & Comptroller

By: Nienke Osinga
Deputy Clerk

Publish: May 25, 2026, June 1, 2026

See Proof on Next Page

AFFIDAVIT OF PUBLICATION

Hernando County
20 N. Main St. Rm. 362, Brooksville, FL 34601
(352) 754-4180

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Agent

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BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

/s/_____ **(SEAL)**
Douglas A. Chorvat, Jr.
Clerk of the Circuit Court & Comptroller

By: Nienke Osinga
Deputy Clerk

Publish: May 25, 2026, June 1, 2026

HERNANDO COUNTY SOLID WASTE & RECYCLING TIPPING FEES EFFECTIVE JUNE 1, 2026		
CLASS I WASTE	$62.47	PER TON
CONSTRUCTION AND DEMOLITION (C&D)	$78.47	PER TON
YARD WASTE	$56.27	PER TON
PERSONAL WATERCRAFT	$62.47	PER TON
AUTOMOBILE TIRES	$154.88	PER TON
SEMI-TRUCK TIRES	$154.88	PER TON
OFF-ROAD TIRES	$206.50	PER TON
TRAVEL TRAILER W/O TIRES	$230.00	FLAT FEE
TRAVEL TRAILER WITH TIRES	$255.00	FLAT FEE
SINGLE-WIDE MOBILE HOME without tires	$400.00	FLAT FEE
SINGLE-WIDE MOBILE HOME with tires	$450.00	FLAT FEE
DOUBLE-WIDE MOBILE HOME without tires	$790.00	FLAT FEE
DOUBLE-WIDE MOBILE HOME with tires	$825.00	FLAT FEE
CONVENIENCE CENTER FEE (up to 5 bags; maximum of 60 gallons per bag)	$5.00	PER VISIT
CONVENIENCE CENTER FEE	$15.00	PER VISIT
RECYCLING (Paper, cardboard, plastic, aluminum, tin, metal)		FREE
HOUSEHOLD HAZARDOUS WASTE (up to stated limits)		FREE

Board of County Commissioners

AGENDA ITEM

Meeting: 06/09/2026
Department: Landfill
Prepared By: Katrina Tejera
Initiator: Scott Harper
DOC ID: 17457
Legal Request Number:
Bid/Contract Number:

TITLE

Resolution Increasing Annual Solid Waste Disposal Assessment Rates

RESULT:	**ADOPTED**
MOVER:	Steve Champion
SECONDER:	John Allocco
AYES:	Campbell, Amsler, Champion and Allocco
ABSENT:	Hawkins

NOTICE OF PUBLIC HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF SOLID WASTE DISPOSAL SPECIAL ASSESSMENTS

Notice is hereby given that the Board of County Commissioners of Hernando County, Florida, will conduct a public hearing to consider the reimposition and increase of annual solid waste disposal special assessments for the provision of solid waste disposal services within the boundaries of the Hernando County Solid Waste Disposal and Resource Recovery System District, which includes all real property located in the County, for the calendar year beginning January 1, 2027, and future years.

The hearing will be held on Tuesday, June 9, 2026, at 9:00 a.m., or as soon thereafter as possible, in the County Commission Chambers, located in the Hernando County Government Center, 20 North Main Street, Room 160, Brooksville, Florida, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the Board of County Commissioners within 20 days of the first publication of this notice.

The assessment for each parcel of property will be based upon each parcel's classification and the total number of assessment units attributed to that parcel. The following tables reflect the proposed solid waste disposal assessment schedules.

SOLID WASTE DISPOSAL ASSESSMENTS FOR CALENDAR YEAR 2027

Residential Property Use Categories	Amount Per Unit
Single-Family Residential	$102.70
Multi-Family Residential (up to and including 4 units)	$102.70

MAXIMUM SOLID WASTE DISPOSAL ASSESSMENTS FOR FUTURE YEARS

Residential Property Use Categories	Amount Per Unit
Single-Family Residential	$114.12
Multi-Family Residential (up to and including 4 units)	$103.14

Copies of the codified Solid Waste Disposal and Resource Recovery System Ordinance, the current Solid Waste Disposal Assessment Resolution, and the proposed Solid Waste Disposal Assessment Resolution are available for inspection at the Hernando County Northwest Solid Waste Management Facility (Main Landfill) located at 14450 Landfill Rd., Brooksville, FL 34614, between the hours of 8:30 a.m. to 4:30 p.m., Monday through Friday, legal holidays excepted.

The total revenue to be collected by the proposed solid waste disposal assessments for Calendar Year 2027 is estimated at $9,107,744.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2026 and future years, as authorized by Section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title. For more information on the Solid Waste Assessment and FAQ, visit www.hernandocounty.us/disposal or scan the QR code shown below.

If a person decides to appeal any decision made by the Board of County Commissioners with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made.

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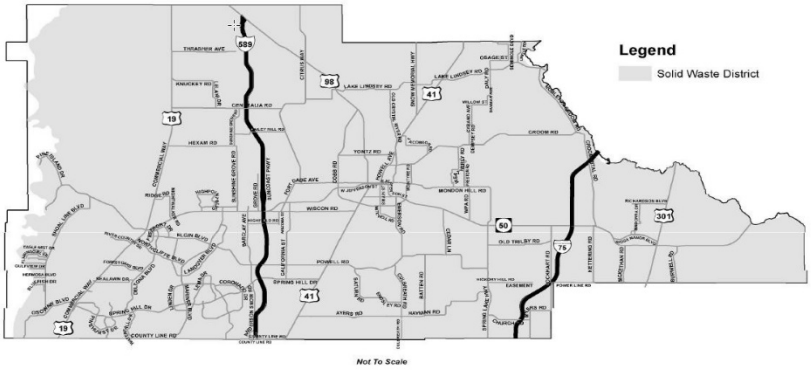
Hernando County Solid Waste District



BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA
/s/_____**(SEAL)**
Douglas A. Chorvat, Jr.
Clerk of the Circuit Court & Comptroller

By:_____
Deputy Clerk

Publish First Notice No Later Than May 19, 2026
Publish One (1) Time During the Week of May 25, 2026
Publish One (1) Time During the Week of June 1, 2026

DEPARTMENT OF SOLID WASTE
SOLID WASTE ◆ RECYCLING ◆ SOLID WASTE CODE ENFORCEMENT ◆ HOUSEHOLD HAZARDOUS WASTE

14450 LANDFILL RD ◆ BROOKSVILLE, FLORIDA 34614
P 352.754.4112 ◆ F 352.754.4118 ◆ W www.HernandoCounty.us

NOTICE OF PUBLIC HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF SOLID WASTE DISPOSAL SPECIAL ASSESSMENTS

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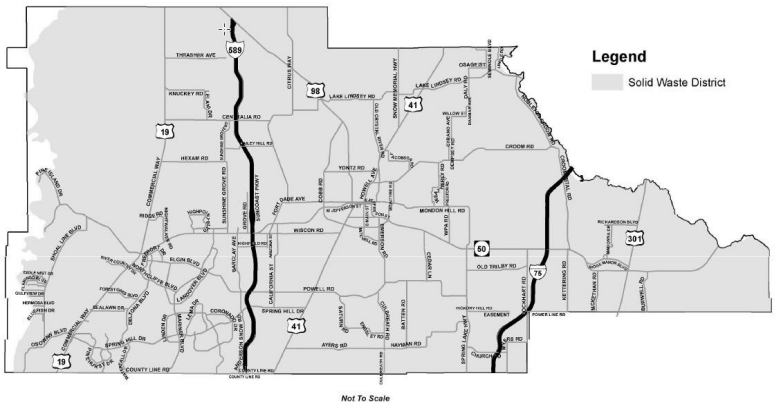

Notice Dated May 19, 2026

Hernando County

Fiscal Year 2026 Solid Waste Revenue Sufficiency Study

Final / May 4th, 2026

RAFTELIS

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RAFTELIS

May 4th, 2026

Mr. Scott Harper
Solid Waste Services Manager
Hernando County – Solid Waste and Recycling Department
14450 Landfill Road
Brooksville, FL 34614

Subject: Fiscal Year 2026 Solid Waste Revenue Sufficiency Study

Dear Mr. Harper:

Raftelis Financial Consultants, Inc. ("Raftelis") is pleased to submit this report for your review and consideration regarding the preparation of a 10-year revenue sufficiency study (the "Study") for the Solid Waste and Recycling Department (the "Department") on behalf of Hernando County's (the "County") solid waste system (the "System"). The projected forecast period being evaluated encompasses the Fiscal Years 2026 (current budget year) through 2036 (the "Forecast Period") where the accounting period from October 1 through September 30 is the "Fiscal Year" or "FY." The following identifies the primary purpose of the Study:

- Identify the sufficiency of revenues derived from the current charges for solid waste collection and disposal service to fund the projected expenditures of the Department and provide sufficient net revenues to fund necessary transfers for future landfill closure, long-term care, and expansion.

- Evaluation of the System's overall financial position and cash balances / reserves relative to identified need (i.e., accumulated landfill closure and long-term care liabilities, operating capital, etc.), best management practices, and financial targets.

The Study is based on information provided by Department staff including, but not limited to, collection and disposal assessment units, historical waste deliveries to County facilities, historical financial operating results, budgetary information, capital plans, and long-term liabilities associated with long-term care and closure of the County's landfills.

Based on the assumptions and analyses reflected in this report, which should be read in its entirety, we are of the opinion that the current rates of the Department will not be sufficient to meet the projected revenue requirements of the Department for the Forecast Period.

The following table ES-1 provides a summary of the identified rate revenue adjustments for the Forecast Period recognizing financial projections under current operations.

Table ES-1. Identified Rate Revenue Adjustments by Fiscal Year

	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
Disposal System Assessment [1]	4.75%	4.75%	4.75%	4.75%	4.75%	4.75%	4.75%	4.75%	4.75%	4.75%
Disposal System Tipping Fees [1]	1.44%	4.75%	4.75%	4.75%	4.75%	4.75%	4.75%	4.75%	4.75%	4.75%
Collection System [1] [2]	0.00%	3.88%	4.80%	4.74%	4.77%	4.75%	4.76%	4.79%	4.79%	4.80%

[1] Represents the projected percent increase to rate revenues identified to meet the projected funding requirements of the respective disposal and collection system.
[2] Represents estimated pass-through adjustments for collection customers in the Mandatory Collection Area of the County. Amounts may vary based on final calculations of contractual indices.

As can be seen above, the disposal fee adjustments (i.e., disposal assessment and tipping fees) are generally consistent, while the collection system rate adjustments are generally lower in the near term. The following provides a general listing of the key factors driving the need to adjust revenues:

1) Disposal System Rate Revenue Adjustments:

   a) General inflation in the cost of existing operating expenses, which is assumed to average approximately 4.2% per year throughout the Forecast Period.

   b) Increased funding for future landfill cell expansions.

   c) Continued funding of the storm reserve fund at $300,000 per year to ensure the County has necessary funds for debris clean up.

   d) Incremental growth in operating expenses including additional personnel and the implementation of a composting program.

2) Collection System Rate Revenue Adjustments:
   a) The projected rate revenue adjustments are required to fund anticipated increases to the contracted cost of collection, which contractual agreement allows for annual indexing to keep pace with the increase in cost of collection labor, vehicles, fuel, and other costs associated with collection operations and has a maximum adjustment annually of 5%. The index based on the Bureau of Labor Statistics Water, Sewer, Trash Index which has averaged approximately 4.13% a year over the last 10 years.

Based on the rate revenue adjustments identified for the disposal system, a rate alternative was developed in efforts to minimize customer rate impacts. The identified rates are projected to fund the revenue requirements of the System and maintain adequate cash reserves while phasing in rate adjustments over time.

Table ES-2 provides a summary of the principal assessments and fees recommended for the Fiscal Year 2027.

Table ES-2. Summary of Existing and Identified Rates – Fiscal Year 2026

Description	Existing 2026	Identified 2027
Assessments:		
Collection [1]	$217.37	$217.37
Disposal	98.04	102.70
Gross Assessment [2]	$315.41	$320.07
Assessment Paid in February = 1% Discount	$312.26	$316.87
Assessment Paid in January = 2% Discount	309.10	313.67
Assessment Paid in December = 3% Discount	305.95	310.47
Assessment Paid in November = 4% Discount	302.79	307.27
Multi-Family	$98.04	$102.70
Tipping Fees per Ton by Waste Type		
MSW / Garbage	$62.47	$63.37
Yard Waste	56.27	57.09
C&D	78.47	85.00
Sludge	62.47	63.37
Tires	154.88	157.13
Tires (Off Road)	206.50	209.50

[1] Existing rates for Fiscal Year 2026 as adopted by the BOCC.
[2] Reflects gross assessments before early prepayment discounts as allowed by Florida Statutes, Chapter 197.
[3] Reference Table 11 for detailed breakdown of the Cost-of-Service Calculation.

As can be seen above, although the recommended rates are designed to recover the targeted revenues as indicated in Section 8 of this report, the recommended fees mostly recognized uniform or across-the-board increases for all fee types and services. The one fee that didn't follow the uniform increase was C&D, this is due to the nature of C&D waste. The compaction of C&D is much lower than MSW and thus costs more to landfill. The increases to MSW are due to general inflation and cost increases to landfill operations such as increasing equipment and leachate disposal costs. It is recommended that the County annually review the financial forecast and cost of service to confirm the timing and level of required future rate revenue adjustments, as well as review the cost-of-service evaluation.

We appreciate the opportunity to be of service to the County and the Department and would like to take the opportunity to thank the staff for their efforts and time in providing necessary guidance, provision of data, as well as explanation of recent historical events affecting operations for which this study relied upon.

Respectfully submitted,

Raftelis Financial Consultants, Inc.



Thierry A. Boveri, CGFM
Vice President



Mark A. Tuma,
Manager

Attachments

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Exhibit 3	Historical and Projected Assessment Revenues Under Existing Rates
Exhibit 4	Historical and Projected Tipping Fee Revenues Under Existing Rates
Exhibit 5	Projected Operating Expenses
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Exhibit 8	Projected Cash Balances and Interest Earnings
Exhibit 9	Solid Waste Rate Comparison with Other Solid Waste Systems

Section 1: General

Scope of Services

On behalf of the Hernando County (the "County") Solid Waste and Recycling Department (the "Department"), Raftelis Financial Consultants, Inc. ("Raftelis") was tasked with the preparation of a 10-year revenue sufficiency study of the solid waste system (the "System") encompassing the Fiscal Years 2026 (the current budget year) through 2036 (the "Forecast Period") where the accounting period from October 1 through September 30 is the "Fiscal Year" or "FY." Specifically, Raftelis was tasked with:

- Updating the 10-year financial forecast model to analyze the financial and business activities of the Department, including evaluating changes over time to the following components of the enterprise operations:
    - Growth or declines in collection and disposal units and waste tonnage deliveries by category of waste.
    - Density of delivered waste affecting the capacity utilization of the County landfills.
    - Inflation of expenses or changes in System operations affecting costs.
    - Long-term liabilities for landfill closure and post-closure costs.
    - Capital funding requirements and issuance of additional debt.
    - Cash reserves and investment income recognized by fund type and purpose (e.g., operating versus capital funds).
    - Compliance requirements of the System, such as the financial assurance requirements of the Florida Statutes from landfill closure or rate covenants associated with the issuance of additional debt, if applicable.
- Evaluation of the System's overall financial position and minimum fund balance reserves relative to best management practices and requirements for accumulated landfill closure and long-term care liabilities.

This report provides a summary of the recent trends, study methodology, principal assumptions, findings, and an overview of the projected financial position of the Department.

Introduction

The Department is responsible for the solid waste disposal of approximately 90,000 residential households and multi-family units and for the solid waste collection of approximately 45,500 residential households throughout the County. The Department processed over 360,000 tons of solid waste during the Fiscal Year 2025, including approximately 57,000 tons of municipal solid waste ("MSW") deliveries from commercial businesses. The principal waste types received by the County include class I waste (i.e., MSW / garbage), construction and demolition debris ("C&D"), yard waste, tires, and hazardous household wastes. Source-separated, co-mingled recyclables are also received.

During Fiscal Year 1990, the County closed operations at the Croom Class I Landfill ("Croom Landfill"). The County annually budgets from operations for the post-closure operating expenses associated with the

Croom Landfill (e.g., groundwater monitoring, leachate, and stormwater management, etc.). Concurrent with the closure of the Croom Landfill, the County constructed and placed into operation the Northwest Waste Management Facility (the "Northwest Landfill") which included class I and C&D landfills to continue waste disposal operations.

The Northwest Landfill is designed for incremental expansion and operation in cells. A total of eight class I disposal cells are currently planned for the site, seven of which are contiguous and one non-contiguous. Three of the eight class I landfill cells have been constructed. Cells 1 and 2 have reached capacity and were closed in July 2014, while Cell 3 is currently active. Based on current forecasts, Cell 3 is expected to reach capacity by Fiscal Year 2027. The County is currently completing construction to expand the Northwest Landfill for Cell 4.

Section 2: Enterprise Fund and Revenue Sufficiency Methodology

The Department operates and is established as an enterprise fund. As such, the enterprise fund must have revenues equal to the cost of services provided by the System and the County must establish rates sufficient to cover the cost of operating, maintaining, repairing, and financing the System. According to the Governmental Accounting Standards Board:

> Enterprise Funds should be used to account for operations that are financed and operated in a manner similar to private business enterprises – where the intent of the governing body is that costs of providing services to the general public on a continuing basis be financed or recovered primarily through user charges.

The Department has historically maintained a positive financial position and annually re-evaluates the sufficiency of rate and fee revenues through the budgetary and residential assessment setting procedures. The management within the Department is also responsible for evaluation of monthly financial and operating statistics.

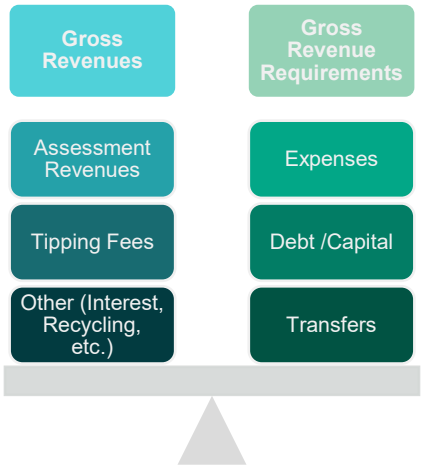
In order to evaluate the existing and forecasted financial position of the System the following methodology was recognized:

1. An evaluation of the service area requirements for the Department was reviewed. This included an analysis of the recent historical trends in customers served and waste generation tonnage statistics in order to provide: i) a representative forecast of System needs from a financial standpoint; and ii) a projection of rate revenues consistent with the projected service area needs.

2. Collection and disposal service-related costs were independently evaluated in order to determine the sufficiency of fees for services. Revenue and cost allocation reviews were performed by budgetary line item and reviewed with staff.

3. A projection of the net revenue requirements funded from collection and disposal fees were analyzed utilizing the following approach:

Figure 1. Net Revenue Requirements Approach



+ Cost of Operation and Maintenance
+ Capital Expenditures / Debt Service
+ Fund Transfers
– Other Revenue and Income
= Net Revenue Requirements
(Funded from Assessment and Tipping Fees)

4. Included as a component of net revenue requirements was the development of a funding plan for the System capital equipment and facility improvements. The funding of these capital expenditures recognized the use of available cash reserves, user fees, and proposed debt.

5. The cash position of the System was evaluated and taken into consideration through the identification of targeted minimum ending cash balances in order to adequately reserve working capital balances for operations, regulatory compliance, and anticipated capital funding needs of the System.

6. The estimated annual System rate adjustments that would be required to fund the net revenue requirements and meet the overall financial needs of the System.

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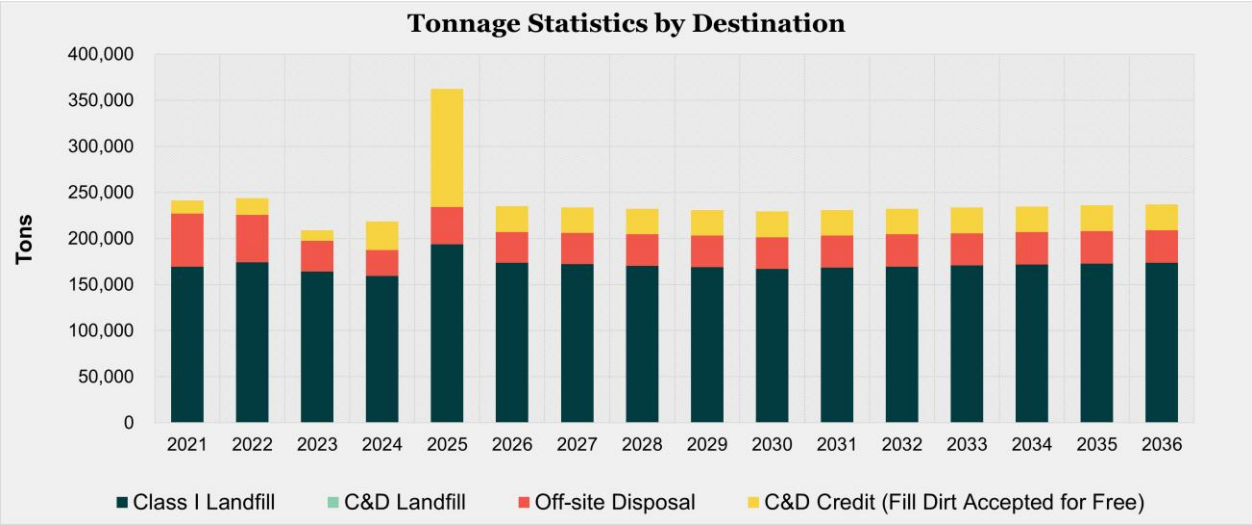
Section 3: Customer and Tonnage Statistics

The historical waste tonnage statistics are based on waste material summary reports provided by Department staff. The County has generally observed increases in waste deliveries during the five-fiscal year historical period of Fiscal Years 2021 through 2025. The increase in waste deliveries to the System is believed to be associated with a general improvement in the economy and growth within the County. Figure 2 illustrates these changes and projections of waste tonnages by type.

Figure 2. Tonnage Statistics by Destination



The increase in tonnage in 2025 was primarily due to debris generated by Hurricane Milton at the end of FY2024 and fill dirt from Cell 4 expansion.

The majority of solid waste deliveries are associated with class I waste deliveries. Other major waste streams include yard waste, C&D, and recycling. The County also receives hazardous waste (e.g., batteries, fluorescent bulbs, asbestos, etc.), which is contractually disposed of offsite. Based on discussions with Department staff the forecast assumes growth in waste deliveries related to anticipated growth within the County. Exhibits 1 and 2 at the end of this report provide a detailed breakdown of waste tonnage statistics.

The majority, or approximately 67%, of the solid waste tonnage delivered to the Northwest Landfill is directly associated with residential disposal customers who are charged a non-ad valorem assessment adopted by the Board of County Commissioners (the "BOCC"). The County assesses approximately 90,000 residential disposal units, comprised of 88,000 single family and 1,800 multi-family units. The typical residential unit currently generates approximately 1.45 tons of waste annually comprising: i) 1.17 tons of MSW; ii) 0.04 tons of Construction and Demolition waste, iii) 0.20 tons of yard waste; iv) 0.04 tons of recycling; and v) 0.01 tons of other wastes such as scrap metal, white goods, etc.

Collection service is provided by a private franchise hauler and based on Franchise Agreement No. 24-RFP00582/TPR with Coastal Waste & Recycling, Inc., customers receiving collection service within the County's Universal Collection Area, which is the Southwest Hernando County Solid Waste Collection Municipal Services Benefit Unit, are charged a non-ad valorem assessment on the annual tax bill. Approximately 45,500 collection units are located within the Mandatory Area. Customers in the non-mandatory collection area can opt-in to receive service but are not required. Customers that do not wish to opt-in must contact a waste hauler directly to receive and pay for service.

Section 4: Existing Solid Waste Rates and Fees

The County principally charges customers for waste disposal services through either: i) annual non-ad valorem disposal assessment to all residential units; or ii) a tipping fee paid per ton of waste delivered to the County's Northwest Landfill site. The County last adjusted the disposal assessment and tipping fees for rates effective in Fiscal Year 2026. As previously mentioned, the County also charges customers within the Mandatory Area for waste collection service through an annual non-ad valorem assessment.

Annual Non-Ad Valorem Assessment

The primary components to the non-ad valorem assessment include a charge for the full cost of collection and disposal, the cost of the County property appraiser and tax collector for billing and administrative services, a mark-up to reflect the application of an early payment discount pursuant to Florida Statutes and other administrative cost reimbursement components. Authorization to charge such fees are derived from Resolution No. 2025-122 (the "Resolution") as adopted by the BOCC. Table 1 provides a summary of the current Fiscal Year 2026 assessment.

Table 1. Existing Solid Waste Non-Ad Valorem Assessments

Description	Annual Assessment [*]
Disposal	
Single Family	$98.04
Multi-Family	98.04
Collection	
Mandatory Area	$217.37

[*] Amounts shown include an 8% markup comprised of billing and administrative services by the County Property Appraiser and Tax Collector and the early payment discount factor.

The collection and disposal component of the assessment is intended to recover the cost of collection and disposal for the residential customer class's estimated waste deliveries. As noted, the disposal assessment includes several components in addition to the cost of solid waste services including:

- 3% administrative cost recovery component for legal fees, printing individual notices to customers and other direct administrative overhead costs.
- 2% rate renewal collection expense associated with billing through the tax roll.
- 4% mark-up to incentivize early / timely payment. Customers paying the assessment in November may receive up to a 4% reduction per Florida Statutes, Chapter 197.162. The reduction declines by 1% per month after November.

With respect to the discount factor, it was assumed that the majority of customers paid early, in November, with an average discount of 3% of the disposal assessment being achieved during the Forecast Period (i.e., a reduction in fee revenue as a result of early payment averaging 3% of total assessed disposal charges).

Tipping Fees

All customers delivering waste to the Northwest Landfill are charged a tipping fee by weight and type of waste delivered. The existing tipping fees for the County were adopted by the BOCC through the Resolution. Table 2 provides a summary of the existing tipping fees by waste type:

Table 2. Summary of Existing Tipping Fees

Description	Fees per Ton
Residential Class I [1]	$62.47
Commercial Class I (MSW, Sludge, Personal Watercraft)	62.47
C&D Debris	78.47
Yard Waste	56.27
Tire Disposal	154.88
Tire Disposal / Semi	154.88
Tire Disposal / Off-Road	206.50

[1] The tipping fee charged for residential class I waste is only charged to customers who have exceeded their one-ton (2,000 pound) allowance.

In addition to the charges listed above the County also charges flat fees of $240.93, $419, and $827.53 unit for disposal of travel trailers, single-wide mobile homes, and double-wide mobile homes, respectively. A survey of other neighboring solid waste systems' assessments, tipping fee charges, and collection fees was compiled and is summarized on Table 3.

Table 3. Comparison of Residential Collection, Disposal, and Non-Res Tipping Fees [1]

Description	Population	Annual Collection & Disposal Charges	Tipping Fees per Ton		
			MSW	C&D	Yard Waste
Hernando County - Existing	225,830	$315.41	$62.47	$78.47	$56.27
Other Solid Waste Systems:					
Broward County [2]	2,012,945	$512.00	$100.00	$100.00	$75.00
Charlotte County	222,968	324.64	48.90	48.90	48.90
Citrus County [4]	173,511	411.00	46.00	134.00	33.00
Collier County [3]	417,540	261.91	90.35	96.55	57.50
Desoto County	37,267	284.80	42.00	42.00	42.00
Hillsborough County [2][3]	1,577,032	510.77	141.00	104.00	65.00
Lee County [2][3]	889,547	357.11	69.83	70.25	48.92
Manatee County	477,444	283.80	46.00	65.00	44.00
Miami-Dade County [2]	2,791,914	702.00	115.80	115.80	115.80
Orange County	1,535,016	300.00	54.20	41.10	46.80
Palm Beach County [2][3]	1,577,304	498.83	42.00	80.00	35.00
Pasco County [2][5]	692,842	389.68	104.03	104.03	104.03
Polk County	898,146	346.05	46.00	46.00	36.50
Sarasota County [3]	483,927	263.96	60.85	59.91	47.43
Seminole County	494,104	305.00	41.63	41.63	41.63
Other Systems' Average	952,100	$383.44	$69.91	$76.61	$56.10

[1] Unless otherwise noted, amounts shown reflect rates in effect March 2026 and derived from Exhibit 9 found at the end of this report.
[2] Reflects solid waste programs that utilize a resource recovery facility (waste-to-energy), as the primary means of disposal.
[3] County is currently involved or planning a rate study, or will implement a rate revision within the next twelve month.
[4] Citrus County has open collection system and amounts shown assume an estimated collection cost of $32 per month plus $27 disposal charge based on discussions with Citrus County staff.
[5] Pasco County has open collection system and amounts shown assume an estimated collection cost of $68.92 per quarter plus $114 annual disposal charge based on discussions with Pasco County staff.

As can be seen on Table 3, the County's existing charges for solid waste services are competitive or below average when compared to other public solid waste systems reflected in the survey.

The following table details the five-year financial projections for convenience center charges. The fee structure establishes a $5 charge for residents disposing of five or fewer 32-gallon bags and a $15 charge for commercial customers or residents with more than five bags. Based on discussions with County staff, the projected customer mix is 60% at the $5 tier and 40% at the $15 tier, resulting in a weighted average rate of $9 per visit.

The County is currently upgrading the convenience centers to accept payments and expects to begin collecting fees by June 2026. After applying a revenue recognition factor of 50% to account for collection and adoption realities, the new charge is projected to generate approximately $500,000 annually starting in Fiscal Year 2027. Because only a portion of Fiscal Year 2026 remains at that point, a reduced factor of 16.7% was applied, resulting in an adjusted estimate of approximately $156,590 for that year. This revenue assumption should be revisited in next year's rate study once the fee has been implemented and actual visit counts and rate impacts can inform the projections. This supplementary revenue will help offset a portion of the facility's ongoing operational costs.

Table 4. Projected Convenience Center

Description	2026[2]	2027	2028	2029	2030
Weighted Rate [1]	$9.00	$9.00	$9.00	$9.00	$9.00
Est. # of Visits	104,393	111,196	111,196	111,196	111,196
Projected Rate Revenue	$939,538	$1,000,762	$1,000,762	$1,000,762	$1,000,762
% of Revenue Recognized	16.7%	50%	50%	50%	50%
Adjusted Rate Revenue	$156,590	$500,381	$500,381	$500,381	$500,381

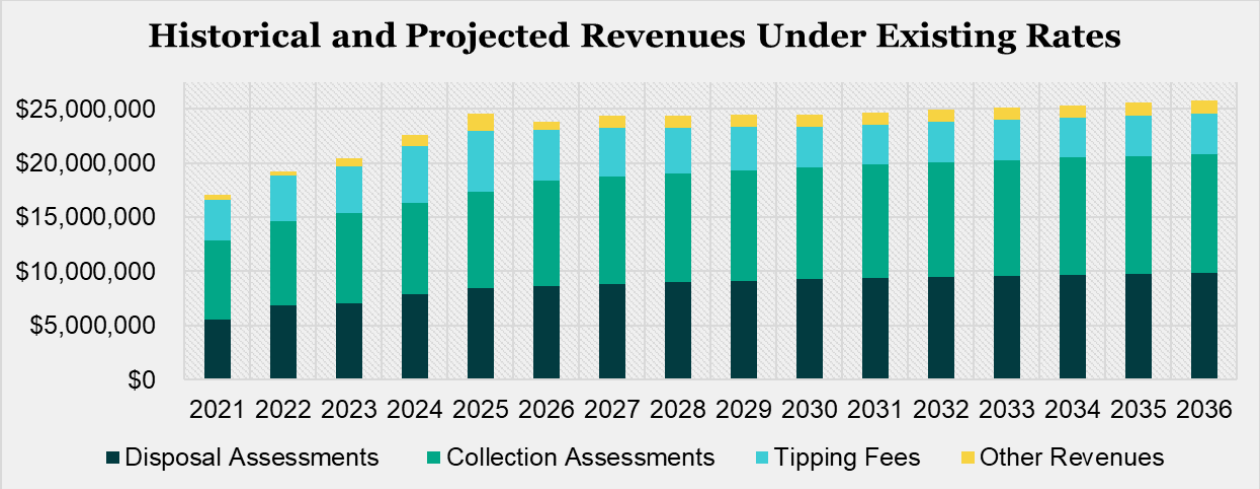
[1] Amounts shown assume a weighted rate based on 60% of customers charged $5 (five 32-gallon bags or less) and 40% charged $15 (more than five bags or commercial) based on discussions with County staff.
[2] As per discussions with county staff, the convenience center is expected to be revenue generating as of June of 2026. As such, 1/3rd of the rate revenue of other years was utilized to account for it being operational for 1/3rd of the fiscal year remaining.

Section 5: Revenue Composition and Forecast

The Department currently generates approximately $13.5 million in annual disposal revenues, excluding investment income. The majority or 65% of the revenues are generated from the residential disposal assessment. Waste deliveries charged a tipping fee comprise approximately 35% of the revenues, and together with the disposal assessment represent 100% of the current Department revenues.

As previously discussed in Section 4, as of Fiscal Year 2019 the Department is also responsible for solid waste collection services. Revenues associated with collection services are estimated to be approximately $10.2 million in Fiscal Year 2026 and represent a pass-through of operating expenses related to the current agreement and administration. The total revenue for the Department, including collection service revenue,

is estimated to be approximately $23.6 million excluding investment income. Figure 3 provides recent revenue history and a forecast of future revenues under existing rates.



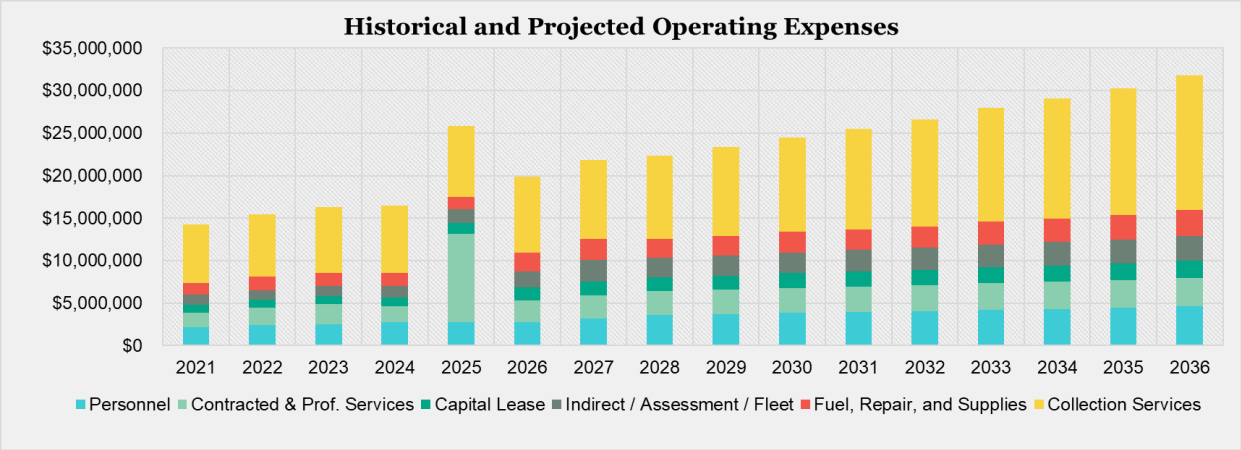
As can be seen on Figure 3 and found on Exhibits 3 and 4 at the end of this report, the revenues have grown in prior years due to adopted rate increases in Fiscal Years 2021 and 2025. The service area has exhibited a stable residential disposal unit base, which represents the majority of the System's revenues. The Forecast Period anticipates minimal changes to tonnages and revenue except for the reduction of C&D tonnages over the next 5 years until they are fully eliminated. As can be seen above the tipping fee revenues are decreasing over the next 5 years due to the assumed reduction of C&D waste stream. This is due to the BOCC direction last year that the County would like to move away from landfilling C&D. Other revenues shown include franchise fees, landfill gas sales, and other miscellaneous revenues.

Section 6: Expenditure Composition and Forecast

The expenditures of the Department are comprised of operating and capital expenses. The Department does not currently have any indebtedness related to the operation or for the financing of capital improvements of the System. The Department has entered into several operating lease agreements for major capital equipment, but such agreements are not capital leases and are not considered as a debt of the System.

Operating Expenses

The operating expenses of the Department represent the primary recurring expenditure of the System. The four primary operating expenses of the Department include personnel, contracted and professional services, fuel and oil, and capital lease payments. These expense categories comprise approximately $16.5 million, or 83%, of the total projected operating expenses of $19.9 million for Fiscal Year 2026. Figure 4 provides a summary of the primary expenses for the recent historical and Forecast Period.



[1] The significant increase in Contracted and Professional Services for Fiscal Year 2025 is driven by a one-time non-recurring expense of approximately $8.5 million, which was allocated to the disaster and debris removal fund for Hurricane Milton recovery efforts.

Increases in expenses during the historical period are primarily related to professional services, contractual services, and personnel increases. As can be seen, as of Fiscal Year 2021, operating expenses reflect the contracted residential curbside collection services, which average approximately $13 million a year annually during the Forecast Period. The rates charged to the County by the franchise hauler may be adjusted based on changes in the Water, Sewer, Trash Index (WSTI) and the Oil Price Information Service (OPIS), not to exceed 5.00%. Based on a review of the index history, contracted collection service has been escalated on average by 5.0% per year throughout the Forecast Period. It should be noted that the County accounts for residential curbside collection expenses within a separate fund and all residential curbside collection expenses are funded directly from a residential collection assessment (i.e., no disposal related revenues or charges fund collection) charged to properties that receive service.

The increase in operating expenses projected for the Fiscal Year 2025 and 2026 are indicative of the recent rise to inflation, as well as, expected changes in market conditions for certain contract services. The Fiscal Year 2023 increases are primarily driven by increases to fuel, repair, and supplies, while for the Fiscal Year 2024 expense increases were largely driven by assumed increases to contracted yard waste grinding costs, heavy equipment leases, and leachate treatment expenses. All projected expenses beyond the preliminary budget amounts for Fiscal Year 2026 were escalated assuming various inflation factors ranging from approximately 2.0% to 5.0% depending on the nature of the expense. For example, personnel expenses including benefits were escalated assuming a composite factor of 3.0%, while fuel costs were escalated by approximately 4.1% annually. The composite growth rate in overall expenses beyond the budgeted Fiscal Year 2026 amounts is assumed to be approximately 4.2% per year, which is considered reasonable for purposes of this analysis. It is assumed that inflation returns to historical averages for the purposes of long-term financial planning. For additional detail, please reference Exhibit 5 at the end of this report. In addition to these escalations in expenditures, based on discussions with county staff there were 3 additional positions proposed to be added in Fiscal Year 2027. Specifically, two positions were for Class I Operations and one for Recycling Operations, with all associated expenses allocated entirely to the Disposal function. The combined cost of these new hires is projected at $149,591 in Fiscal Year 2027, and was escalated in line with the 3% annual labor inflation factor for all subsequent years.

Capital Expenditures

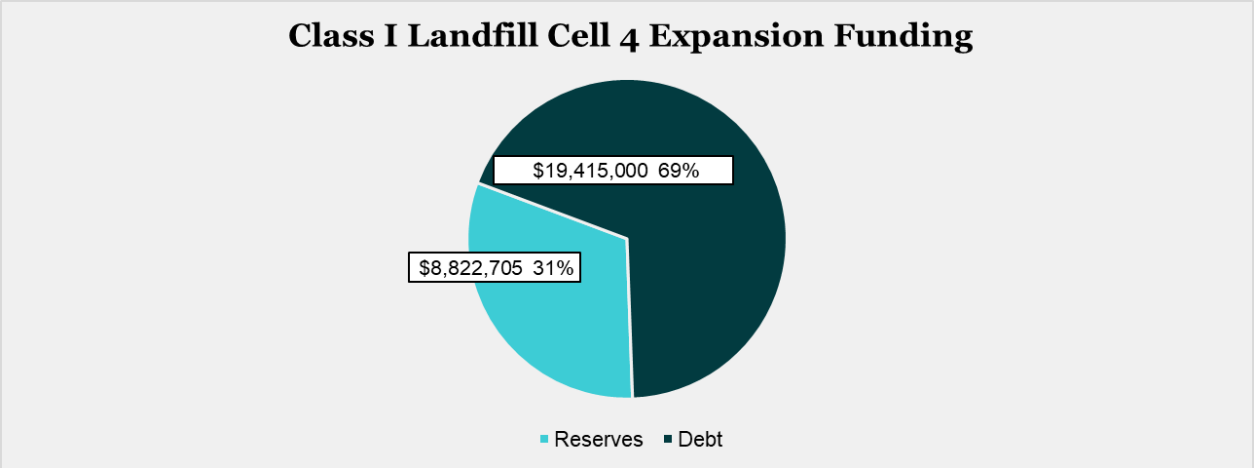
The forecast of capital expenditures was provided by the County and were reported in Fiscal Year 2026 dollars. Table 4 provides a listing of the capital projects identified.

Table 4. Summary of Identified Capital Expenditures

Capital Project Description	Status	Project Cost Estimate
Class I Landfill Cell 4 – Construction and Design [1]	Completion (FY 2026)	$9,063,049
Composting Facility	Design Anticipated (FY 2027)	3,378,359
Cell 3 Lateral Gas Collection System	On Hold	650,106
Recycling Building Construction	In Design	2,000,000
Capital Outlay and Allowance for Other Capital Expenditures	Ongoing	1,651,500
Administration Building – NW Facility	Completion (FY 2026)	854,875
Concrete - W Convenience Center	Completion (FY 2026)	290,903
Total Spending Fiscal Years 2026-2036		$17,888,792

[1] Assumes use of existing debt proceeds from 2022 Revenue Bonds.

Based on discussions with Department staff, the capital needs of the system are assumed to be funded through a combination of internal funding (i.e., rates and reserves) and debt proceeds. Table 6 provides a summary of the funding plan for the Forecast Period. As can be seen in Table 4, approximately 71% of the identified capital expenditures in the capital improvement plan (CIP) are related to the construction of the Northwest Landfill Cell 4 expansion, which is expected to be completed by Fiscal Year 2026. The Landfill Cell 4 expansion is anticipated to be funded through reserve funds and existing debt proceeds as shown on Figure 5.



The Future Cell Construction Fund, which was established for the sole purpose of funding landfill expansions, represents a minimum of the funding for Cell 4. However, based on the estimated cost and timing of the Cell 4 expansion, additional funding was needed. The remainder of the expansion, that was not funded from reserves, was debt funded. The County issued 2022 Non-Ad Valorem Revenue Bonds to fund the remainder of Cell 4 expansion cost. Below are the details of the debt issuance by the County. The County is currently making payments on this debt as of 9/30/2025, the outstanding principal balance due is $18,205,000.

Table 5. Debt

Description	Bond Information
Project Amount Funded	$19,415,000
Fiscal Year	2022
Interest Rate	4.90%
Term	30 Years
Total Payment	$1,243,881

In addition to the Cell 4 expansion, the Department has identified ongoing capital needs to maintain and improve the solid waste system. Table 6 shown below provides a breakdown of the funding sources for the identified capital funding requirements for the Forecast Period.

Table 6. Capital Funding – Fiscal Years 2026-2036

Funding Source	Amount
Capital / Renewal and Replacement Fund	$19,825,743
Existing Debt Proceeds	1,643,465
Operating Fund	-
Grants	-
Future Cell Construction Fund	7,419,584
Rate Revenues	-
Total Funding	$28,888,792

Exhibit 6 at the end of this report provides additional detail concerning the projected capital needs and funding sources for the Forecast Period.

Section 7: Landfill Closure / Post Closure and Fund Transfers

The County programs several types of required or identified fund transfers from operating revenues primarily for: i) future closure and post-closure or long-term care liabilities; ii) future landfill expansion capital costs; iii) capital expenditures identified from the CIP; and iv) future disaster / hurricane expenditures.

Closure and Post Closure Transfers

Pursuant to the Florida Administrative Code (the "Code") 62-701.630, landfill operators within the State are required to demonstrate financial assurance for the final closure and subsequent on-going post-closure costs. The code identifies several methods for demonstrating financial assurance, but the most common is to set aside funds as landfill capacity is used in a restricted fund. This is the method employed by the County in demonstrating financial assurance. The Florida Department of Environmental Protection (the "FDEP") requires the County to annually submit proof of compliance with the financial assurance requirements of the Code.

The projected costs of closure and post-closure or long-term care are estimated at the time of permit renewal, typically every five years. The costs are determined based upon surveys of costs associated with closure and long-term care at the time of the permit renewal, which are reviewed by engineers and FDEP staff. While the closure cost is a one-time event, long-term care or post-closure expenses represent the cumulative cost of annual operating expenses such as grounds maintenance, security, site monitoring or other operating costs for a 30-year period after closure. Once the closure and long-term care costs have been estimated during permitting, such costs are then escalated annually to account for inflation based on approved inflation factors by the FDEP. Closure and post-closure cost estimates are then not formally re-evaluated until the subsequent permit renewal. Additionally, closure liability is only calculated for active landfill cells that have received or are currently receiving waste.

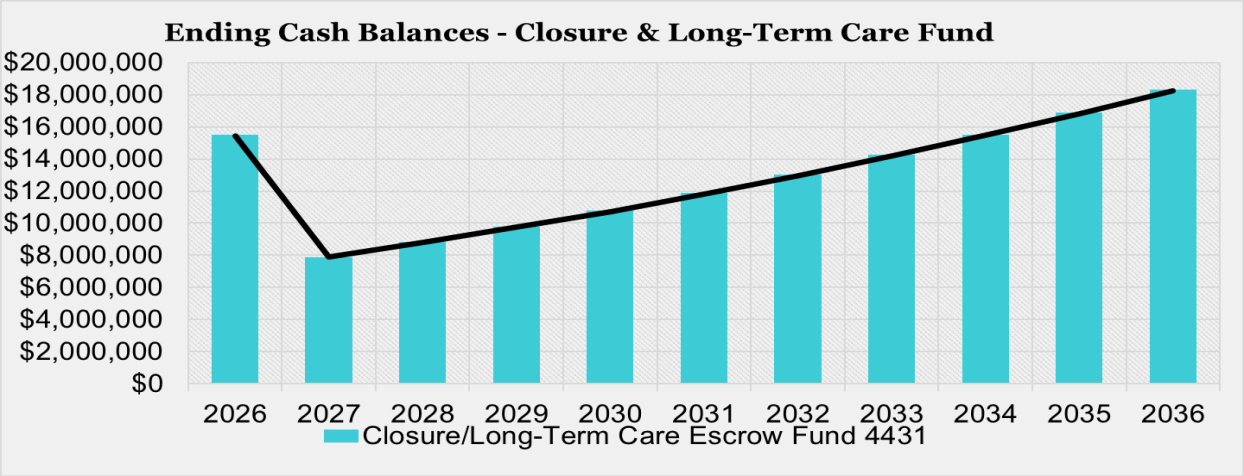
In order to estimate the capacity utilization of the landfill to determine the allocable closure liability / costs that are required for determination of financial assurance compliance, the County annually contracts for a fly-over to define the elevation of the landfill surface and calculate the volume of permitted landfill volume used during the previous year. This data provides accurate information to allow the Department to identify

the remaining air space or volume of permitted capacity remaining in the constructed cells. Table 7 provides a comparison of the estimated liability based on the landfill's capacity utilization and the corresponding cash reserves reported to be held by the Department's within the Closure Fund 4471.

Table 7. Closure and Post-Closure Liability as of September 30, 2025

Active Landfill Sites	Liability	Cash
NW Landfill Cells 1-3	13,922,811	12,335,491
C&D	210,986	257,310
Total	14,133,797	12,592,801

As can be seen from Table 7, the County has restricted approximately $12.6 million for closure and post-closure representing approximately 89% of the allocable long-term liability based on the most recent cost estimates at permit renewal. In order to fully cash fund the closure and post-closure liability for the active cells for the Northwest Landfill the financial forecast assumes annual deposits of approximately $1.3 million during the Forecast Period. Figure 6 provide a graphical summary of the projected fund balances relative to the projected closure liabilities for the Northwest Class I landfill.



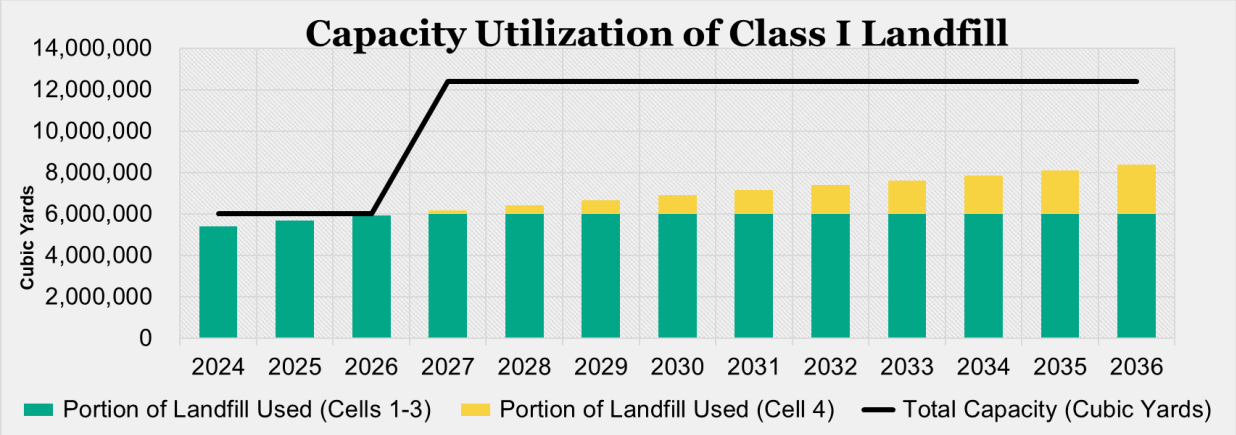
As can be seen above, it is assumed that the required closure fund reserve is expected to grow with the utilization of the existing landfill capacity and due to recognized inflationary increases in the estimated cost of closure. Based on the forecast of operations, the County does not immediately fund the projected liability for closure and post-closure, but the assumed annual transfers are expected to result in fully funding the closure fund liability by the close of the Forecast Period.

In addition to the programed transfers for the future closure of the Northwest Landfill, the County also must annually fund continued post-closure expenses associated with the closed Croom Landfill and the C&D Landfill. These transfers are projected to average approximately $38,000 annually for the Forecast Period and are considered as an operating expense of the System.

Transfers for Future Landfill Expansion

In order to minimize the overall cost to rate payers for disposal of waste, a portion of revenues are annually set aside to minimize the need for the issuance of indebtedness to fund future landfill expansion.

With respect to the Northwest Landfill Class I disposal facilities and based on the forecast of solid waste generation and delivery to the Northwest Landfill, the County expects to reach full capacity utilization of existing Cell 3 by Fiscal Year 2027. Based on discussions with Department staff construction for the expansion of Cell 4 is expected to be completed by the end of Fiscal Year 2026 in order to provide redundancy for the System in the event of increased waste deliveries or capacity issue. The County is expected to utilize cell 4 as soon as it is available. Figure 7 provides a forecast of expected capacity utilization for existing cells and proposed cell expansion of the Northwest Class I Landfill.



Transfers for CIP Funding / Capital Funded from Rates

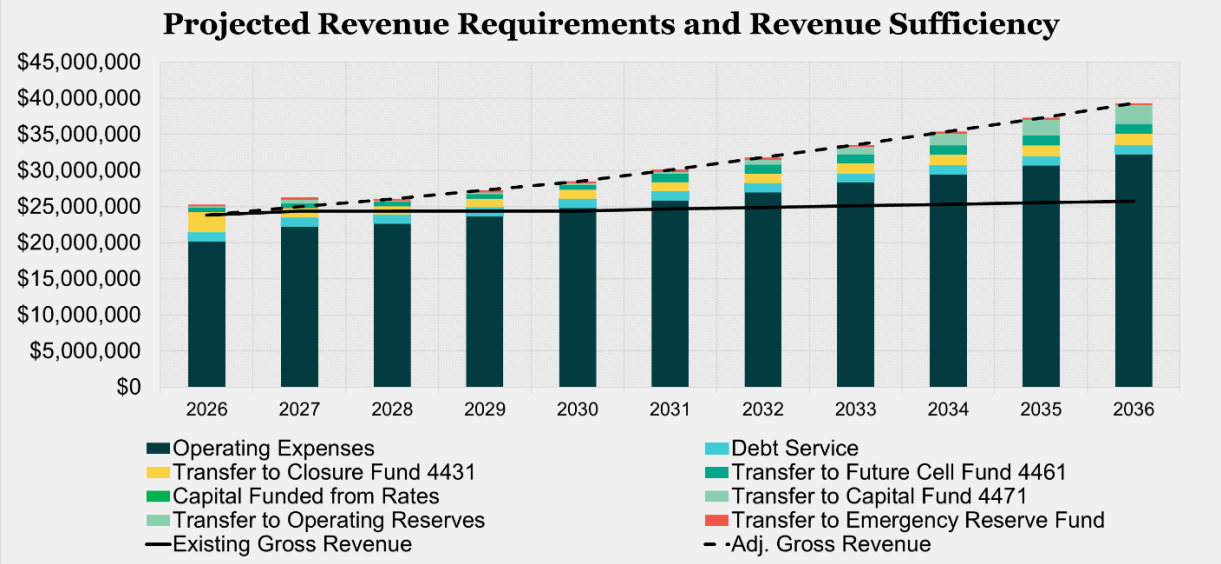
In addition to programed transfers for funding the long-term liabilities for closure, post-closure and expansion of the landfill, the Department budgets annual transfers to the Capital Fund 4471 for CIP needs. As discussed within Section 6, the CIP identifies the need for approximately $28.9 million in total funding requirements, including departmental capital outlays (i.e., vehicles / equipment), and it is assumed that the Department will spend down existing cash reserves within the capital fund and operating reserves.

Transfers for Disaster / Debris Reserves

Due to recent natural disasters, their impacts throughout the state, and discussions with County staff, the forecast assumes the funding of the Disaster / Debris Fund 4481. The purpose of the fund is to ensure the Department has adequate cash reserves to fund major and/or unexpected storm-related expenses (e.g., debris clean-up, facility repair, etc.). Additionally, the Department is projected to transfer $300,000 per year into an established fund for storm-related solid waste expenses. This will provide relief to the General Fund, which has generally funded storm expenses. It is not assumed that the County will be required to use any of these reserves for the Forecast Period. To the extent the fund is needed to fund storm-related expenses, additional deposits may be required above what is anticipated in the Study.

Section 8: Revenue Sufficiency and Fiscal Position

Based on the assumptions, as discussed throughout this report, Figure 8 provides a summary of the projected revenue requirements relative to projections of revenues under existing and adjusted rates.



Assuming no increase in collection or disposal rates, the growth in operating expenses from inflation relative to flat revenue growth are anticipated to erode financial margins resulting in an approximate net zero annual surplus in revenues by Fiscal Year 2036. To mitigate the decline in net revenue margins, future rate increases were recognized as shown in Table 8.

Table 8. Identified Rate Revenue Adjustments by Fiscal Year

	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
Disposal System Assessment [1]	4.75%	4.75%	4.75%	4.75%	4.75%	4.75%	4.75%	4.75%	4.75%	4.75%
Disposal System Tipping Fees [1]	1.44%	4.75%	4.75%	4.75%	4.75%	4.75%	4.75%	4.75%	4.75%	4.75%
Collection System [1] [2]	0.00%	3.88%	4.80%	4.74%	4.77%	4.75%	4.76%	4.79%	4.79%	4.80%

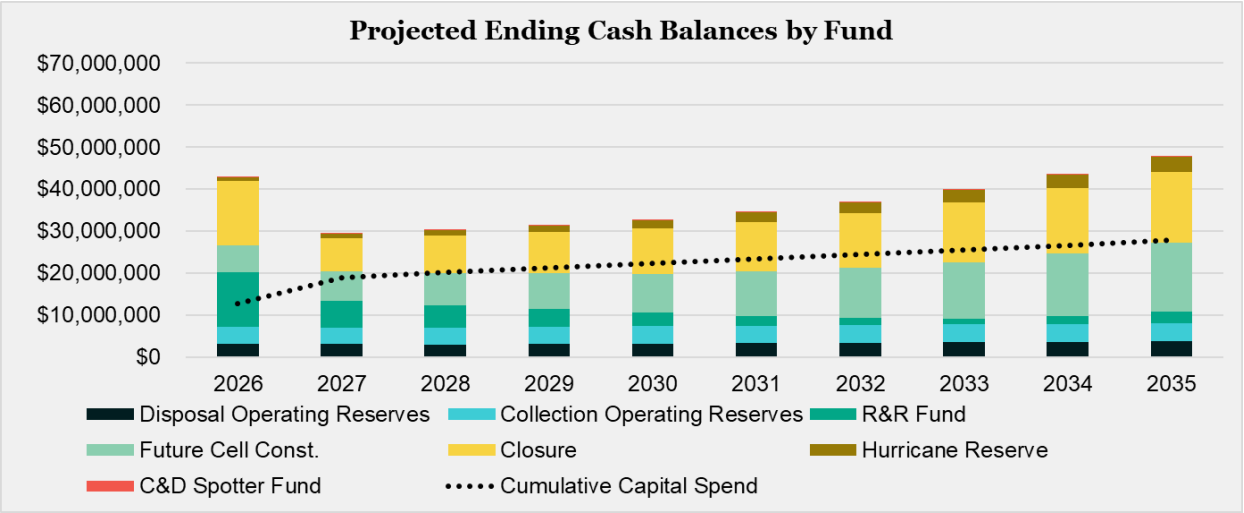
[1] Represents the projected percent increase to rate revenues identified to meet the projected funding requirements of the respective disposal and collection system.

[2] Represents estimated pass-through adjustments for collection customers in the Mandatory Collection Area of the County. Amounts may vary based on final calculations of contractual indices.

Due to the timing for the identified rate adjustment, it is recommended that the County annually update the financial forecast and consider adopting any identified rate adjustments in the prior year to expected implementation. Assuming implementation of the identified rate adjustments, the Department is expected to:

- Maintain minimum unrestricted cash reserves equal to at least 90 days of operating expenses.
- Fully fund the allocable closure and post-closure liability by the close of the Forecast Period.
- Fully fund the identified capital needs of the System, including reservation of funds for the expansion of the Northwest Landfill.
- Fund the ongoing operating expenses of the System.

Figure 9 provides a forecast of cash balances by fund recognizing implementation of the identified rate revenue adjustments.



As shown in Figure 9, although the overall cash balances are expected to decline during the Forecast Period to fund capital projects not funded from debt proceeds or grants, reserves in the Operating Funds are generally expected to increase throughout the Forecast Period.

Section 9: Rate Recommendations

Based on the recommended financial targets and projected cost of revenue requirements the recommended identified rates are shown below:

Identified Rates

Table 9 summarizes the identified disposal rate revenue adjustments for each option and the proposed rates.

Table 9. Summary of Existing and Identified Rates – Fiscal Year 2026

Description	Existing 2026	Identified 2027
Assessments:		
Collection [1]	$217.37	$217.37
Disposal	98.04	102.70
Gross Assessment [2]	$315.41	$320.07
Assessment Paid in February = 1% Discount	$312.26	$316.87
Assessment Paid in January = 2% Discount	$309.10	$313.67
Assessment Paid in December = 3% Discount	$305.95	$310.47
Assessment Paid in November = 4% Discount	$302.79	$307.27

Multi-Family	$98.04	$102.70
Tipping Fees per Ton by Waste Type:		
MSW / Garbage	$62.47	$63.37
Yard Waste	56.27	57.09
C&D	78.47	85.00
Sludge	62.47	63.37
Tires	154.88	157.13
Tires (Off Road)	206.50	209.50

[1] Existing rates for Fiscal Year 2026 as adopted by the BOCC.
[2] Reflects gross assessments before early prepayment discounts as allowed by Florida Statutes, Chapter 197.
[3] Reference Table 11 for detailed breakdown of the Cost-of-Service Calculation.

As can be seen above, although the recommended rates are designed to recover the targeted revenues as indicated in Section 8 of this report, the recommended fees mostly recognized uniform or across-the-board increases for all fee types and services. The one fee that didn't follow the uniform increase was C&D, this is due to the nature of C&D waste. The compaction of C&D is much lower than MSW and thus costs more to landfill. The increases to MSW are due to general inflation and cost increases to landfill operations such as increasing equipment and leachate disposal costs. It is recommended that the County annually review the financial forecast and cost of service to confirm the timing and level of required future rate revenue adjustments, as well as review the cost-of-service evaluation.

Early Prepayment Discount

Pursuant to Florida Statutes, customers may elect to receive a discount of up to 4% if they pay all of the charges and taxes included on the ad valorem tax bill prior to the due date of the bill. The residential solid waste assessment is collected with the tax bill as allowed by Florida Statutes, Chapter 197. The majority of residential customers in the County pay taxes and the solid waste assessment early and receive a discount. The recommended assessment for the Fiscal Year 2027 assumes a mark-up to the calculated fee for the early payment discount. Therefore, if the full 4% discount is recognized by a property owner the County will collect the full rate for service (after the discount is applied); the mark-up of fees included on the ad valorem tax bill is customary and allows the solid waste enterprise fund to fully collect the fees for service.

Customer Impact

The residential solid waste bill is expected to increase by approximately $4.66 (i.e., $0.39 per month). The actual charge a customer pays may vary due to the early prepayment discount.

Rate Comparison

In order to provide additional information relative to the fees charged for service, Table 10 provides a summary of comparable fees charged by other Florida counties for collection and disposal service to the existing and proposed fees for the County:

Table 10. Comparison of Residential Collection, Disposal, and Non-residential Tipping Fees [1]

Description	Population	Annual Collection and Disposal Charges	Tipping Fees per Ton		
			MSW	C&D	Yard Waste
Hernando County					
Existing	225,830	$315.41	$62.47	$78.47	$56.27
Identified		$320.07	$63.37	$85.00	$57.09
Other Solid Waste Systems					
Broward County [2]	2,012,945	$512.00	$100.00	$100.00	$75.00
Charlotte County	222,968	324.64	48.90	48.90	48.90
Citrus County [4]	173,511	411.00	46.00	134.00	33.00
Collier County [3]	417,540	261.91	90.35	96.55	57.50
Desoto County	37,267	284.80	42.00	42.00	42.00
Hillsborough County [2][3]	1,577,032	510.77	141.00	104.00	65.00
Lee County [2][3]	889,547	357.11	69.83	70.25	48.92
Manatee County	477,444	283.80	46.00	65.00	44.00
Miami-Dade County [2]	2,791,914	702.00	115.80	115.80	115.80
Orange County	1,535,016	300.00	54.20	41.10	46.80
Palm Beach County [2][3]	1,577,304	498.83	42.00	80.00	35.00
Pasco County [2][3]	692,842	389.68	104.03	104.03	104.03
Polk County	898,146	346.05	46.00	46.00	36.50
Sarasota County [3]	483,927	263.96	60.85	59.91	47.43
Seminole County	494,104	305.00	41.63	41.63	41.63
Other Systems' Average	952,100	$383.44	$69.91	$76.61	$56.10

[1] Unless otherwise noted, amounts shown reflect rates in effect March 2026 and derived from Exhibit 9 found at the end of this report.
[2] Reflects solid waste programs that utilize a resource recovery facility (waste-to-energy), as the primary means of disposal.
[3] County is currently involved in a rate study, is planning to conduct a rate study, or will implement a rate revision within the next twelve months following the comparison preparation date.
[4] Citrus County has open collection system and amounts shown assume an estimated collection cost of $32 per Month plus $27 disposal charge based on discussions with Citrus County staff.

As can be seen above, the County's proposed rates being recommended for adoption by the BOCC for the Fiscal Year 2027 are projected to remain comparable to and / or below the average charged by the other surveyed counties for similar solid waste service except for C&D. However, the increased rate for C&D, while above average, is not the highest rate shown on the comparison and discourages excess usage of landfill airspace.

Section 10: Conclusion

Raftelis has evaluated the sufficiency of the current solid waste rates, including the non-ad valorem assessments and tipping fees, to fund the projected revenue requirements of the Hernando County Solid Waste & Recycling Department during the Forecast Period. Based on the assumptions and analyses presented in this study, the current rates are not projected to generate sufficient net revenue to meet the system's total expenditure and funding requirements, including the anticipated capital improvement plan.

To ensure the financial stability and sustainability of the solid waste system, it is recommended that the County implement the following proposed rate adjustments.

Description	Existing 2026	Identified 2027
Assessments:		
Collection [1]	$217.37	$217.37
Disposal	98.04	102.70
Gross Assessment [2]	$315.41	$320.07
Assessment Paid in February = 1% Discount	$312.26	$316.87
Assessment Paid in January = 2% Discount	309.10	313.67
Assessment Paid in December = 3% Discount	305.95	310.47
Assessment Paid in November = 4% Discount	302.79	307.27
Multi-Family	$98.04	$102.70
Tipping Fees per Ton by Waste Type		
MSW / Garbage	$62.47	$63.37
Yard Waste	56.27	57.09
C&D	78.47	85.00
Sludge	62.47	63.37
Tires	154.88	157.13
Tires (Off Road)	206.50	209.50

[1] Existing rates for Fiscal Year 2026 as adopted by the BOCC.
[2] Reflects gross assessments before early prepayment discounts as allowed by Florida Statutes, Chapter 197.
[3] Reference Table 11 for detailed breakdown of the Cost-of-Service Calculation.

The primary factors driving the need for these adjustments include:

- Increased Operating Expenses associated with the impacts of general inflation across all categories of operating expenses, as well as escalating contractual collection costs tied to industry indices.

- Funding Capital Expenditures to provide dedicated annual transfers for the renewal, replacement, and expansion of system assets, specifically including future landfill cell expansions and other capital needs. Generating these funds internally limits the amount of future debt financing and long-term interest costs to the system, which promotes ongoing rate stability.

- Preserving Creditworthiness and Financial Stability to promote the long-term financial health of the solid waste enterprise. This includes maintaining operating reserves to 90 days of operations and maintenance costs which will limit the risk to the utility from unforeseen changes in revenues or the incurrence of unexpected operating or capital expenditures, as well as maintaining adequate storm and disaster debris reserves.

- Meeting Long-Term Liabilities by generating sufficient funds to establish adequate reserves for the allocable closure and post-closure liabilities associated with the County's active and closed landfills.

- Operational Enhancements related to incremental program improvements, such as the implementation of the new composting program to sustainably manage waste.

The proposed rates are considered necessary to fully recover the cost of providing solid waste services, meet the Department's financial obligations, and promote the long-term financial sustainability of the system. It is recommended that the County annually update this financial forecast and review the cost of service to confirm the timing and level of required future rate adjustments.

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List of Attachments

Exhibit 1	Historical Assessment Units and Solid Waste Tonnages
Exhibit 2	Projected Assessment Units and Solid Waste Tonnages
Exhibit 3	Historical and Projected Assessment Revenues Under Existing Rates
Exhibit 4	Historical and Projected Tipping Fee Revenues Under Existing Rates
Exhibit 5	Projected Operating Expenses
Exhibit 6	Capital Improvement and Funding Plan
Exhibit 7	Projected Revenue Requirements and Revenue Sufficiency
Exhibit 8	Projected Cash Balances and Interest Earnings
Exhibit 9	Solid Waste Rate Comparison with Other Solid Waste Systems

Exhibit 1
Hernando County, FL
Fiscal Year 2026 Solid Waste Analysis

Historical Disposal Units and Solid Waste Tonnages

Line No.	Description	Lookup Code	Factor	2021	2022	2023	2024	2025
	RESIDENTIAL DISPOSAL ASSESSMENT UNITS:							
1	Single Family							
2	Units - Beginning Units			79,637	80,625	82,023	83,507	85,215
3	Units - Growth (Total)			988	1,398	1,484	1,708	3,408
4	Units - Ending Units			80,625	82,023	83,507	85,215	88,623
5	Units - Average			80,131	81,324	82,765	84,361	86,919
	Multi-family							
6	Units - Beginning Units			1,747	1,768	1,768	1,768	1,768
7	Units - Growth (Total)			21	-	-	-	-
8	Units - Ending Units			1,768	1,768	1,768	1,768	1,768
9	Units - Average			1,758	1,768	1,768	1,768	1,768
	Total Disposal Assessments							
10	Units - Beginning Units			81,384	82,393	83,791	85,275	86,983
11	Units - Growth (Total)			1,009	1,398	1,484	1,708	3,408
12	Units - Ending Units			82,393	83,791	85,275	86,983	90,391
13	Units - Average			81,889	83,092	84,533	86,129	88,687
	Equivalent Disposal Units:							
14	Single Family (100.00%)		100.00%	80,131	81,324	82,765	84,361	86,919
15	Multi-family (91.20%)		91.20%	1,603	1,612	1,612	1,612	1,612
16	Total			81,734	82,936	84,377	85,973	88,531
	RESIDENTIAL COLLECTION ASSESSMENT UNITS:							
	Mandatory Single Family							
17	Units - Beginning Units			42,663	43,003	43,546	44,111	44,693
18	Units - Growth (Total)			340	543	565	582	827
19	Units - Ending Units			43,003	43,546	44,111	44,693	45,520
20	Units - Average			42,833	43,275	43,829	44,402	45,107
	Total Collection Assessments							
21	Units - Beginning Units			42,663	43,003	43,546	44,111	44,693
22	Units - Growth (Total)			340	543	565	582	827
23	Units - Ending Units			43,003	43,546	44,111	44,693	45,520
24	Units - Average			42,833	43,275	43,829	44,402	45,107
	Equivalent Collection Units:							
25	Single Family (100.00%)		100.00%	42,833	43,275	43,829	44,402	45,107
26	Multi-family (91.20%)		100.00%	N/A	N/A	N/A	N/A	N/A
27	Total			42,833	43,275	43,829	44,402	45,107

Exhibit 1
Hernando County, FL
Fiscal Year 2026 Solid Waste Analysis

Historical Disposal Units and Solid Waste Tonnages

Line No.	Description	Lookup Code	Factor	2021	2022	2023	2024	2025
	TONNAGES BY WASTE TYPE & CUSTOMER:							
28	**Assessment Tons:**							
29	Class I Waste	CLASS IRES		90,339	93,145	93,152	86,731	103,480
30	Annual Tons per Unit			1.103	1.121	1.102	1.007	1.167
31	Construction & Demolition Waste	C&DRES		9,489	7,657	-	-	3,302
32	Annual Tons per Unit			0.116	0.092	-	-	0.037
33	Adjustment - Convenience Center Center C&D No Longer Accepted for Free							
34	Adjusted Construction & Demolition Waste			9,489	7,657	-	-	3,302
35	Yard Waste (Includes CCC Yard Waste that is Mulched)	YARDRES		10,797	9,849	8,356	8,844	17,619
36	Annual Tons per Unit			0.132	0.119	0.099	0.103	0.199
37	Recycling	RECRES		4,778	4,849	4,622	3,590	3,824
38	Annual Tons per Unit			0.058	0.058	0.055	0.042	0.043
39	Tires	TIRESRES		-	-	-	-	1
40	Annual Tons per Unit			-	-	-	-	0.000
41	Other (Scrap Metal, White Goods, etc.)	OTHERRES		1,087	696	559	443	656
42	Annual Tons per Unit			0.013	0.008	0.007	0.005	0.007
43	Total			116,491	116,195	106,689	99,607	128,883
44	Annual Tons per Unit			1.423	1.398	1.262	1.156	1.453
	Non-Assessment Tons							
	Revenue Generating							
	Class I Waste Residential							
45	Growth			(37)	1,234	(709)	(1,193)	565
46	Tonnage	CLASS IREV		4,228	5,462	4,752	3,559	4,124
47	Annual Percent Change			(0.86%)	29.18%	(12.99%)	(25.11%)	15.89%
48	Revenue Generating - Tonnage						3,480	4,049
49	Percentage of Total Tons to Revenue Generating Tons						97.80%	98.19%
	Class I Waste Commercial							
50	Growth			2,517	6,276	1,816	(9,317)	11,961
51	Tonnage	CLASS ICOMM		46,345	52,621	54,436	45,119	57,080
52	Annual Percent Change			5.74%	13.54%	3.45%	(17.12%)	26.51%
	Construction & Demolition Waste							
53	Growth			(2,220)	(4,527)	(3,365)	12,226	1,056
54	Tonnage	C&DREV		12,184	7,657	4,292	16,518	17,573
55	Annual Percent Change			(15.41%)	(37.16%)	(43.95%)	284.87%	6.39%
	Yard Waste							
56	Growth			6,503	519	(14,066)	(3,318)	49
57	Tonnage	YARDREV		22,937	23,456	9,389	6,071	6,120
58	Annual Percent Change			39.57%	2.26%	(59.97%)	(35.34%)	0.81%

Exhibit 1
Hernando County, FL
Fiscal Year 2026 Solid Waste Analysis

Historical Disposal Units and Solid Waste Tonnages

Line No.	Description	Lookup Code	Factor	2021	2022	2023	2024	2025
	Sludge							
62	Growth			(76)	794	(90)	(450)	930
63	Tonnage	SLDGCOMM		6,920	7,714	7,624	7,174	8,104
64	Annual Percent Change			(1.09%)	11.48%	(1.17%)	(5.90%)	12.96%
	Tires							
65	Growth			(398)	(43)	(35)	11	116
66	Tonnage	TIRESREV		389	345	310	322	438
67	Annual Percent Change			(50.62%)	(11.18%)	(10.08%)	3.60%	36.12%
	Tires (Offroad)							
68	Growth			(11)	(3)	14	(8)	(1)
69	Tonnage	TIRESOFFREV		10	7	20	12	12
70	Annual Percent Change			(52.10%)	(32.89%)	207.99%	(37.71%)	(7.53%)
	Other (Asbestos, Contaminated Soil, Dead Animals)							
74	Growth			13	(15)	13	40	(28)
75	Tonnage	OTHERREV		19	4	17	57	29
76	Annual Percent Change			202.70%	(78.24%)	319.76%	228.53%	(49.17%)
77	Total			97,927	97,264	80,842	78,753	93,405
78	Annual Percent Change			2.28%	(0.68%)	(16.88%)	(2.58%)	18.60%
				93,031	97,264	80,841	78,753	93,405
	Non-Revenue Generating Tons							
	C&D Credit Material							
79	Growth			184	3,680	(6,717)	19,476	97,154
80	Tonnage	CDCNON		14,313	17,993	11,276	30,752	127,906
81	Annual Percent Change			1.30%	25.71%	(37.33%)	172.72%	315.92%
	Mulched Yard Waste (Estimated Tons of Processed Mulch Tracked)							
82	Growth			1,567	(0)	(28,813)	7	(7)
83	Tonnage	MULCHNON		28,813	28,813	-	7	-
84	Annual Percent Change			5.75%	(0.00%)	(100.00%)	0.00%	(100.00%)
	Leachate							
85	Growth			1,948	(438)	(2,046)	(1,033)	2,961
86	Tonnage	LCHNON		12,500	12,062	10,016	8,983	11,943
87	Annual Percent Change			18.46%	(3.50%)	(16.96%)	(10.31%)	32.96%
	Hazardous Material							
88	Growth			-	-	-	-	3
89	Tonnage	HZDNON		-	-	-	-	3
90	Annual Percent Change			0.00%	0.00%	0.00%	0.00%	0.00%
94	Total			55,626	58,868	21,292	39,742	139,852
95	Annual Percent Change			7.12%	5.83%	(63.83%)	86.65%	251.90%

Exhibit 1
Hernando County, FL
Fiscal Year 2026 Solid Waste Analysis

Historical Disposal Units and Solid Waste Tonnages

Line No.	Description	Lookup Code	Factor	2021	2022	2023	2024	2025
	Total Inbound Tons:							
96	**Class I Waste**			140,912	151,227	152,341	135,409	164,684
97	**Construction & Demolition Waste (Excludes C&D Credit Fill)**			21,673	15,313	4,292	16,518	20,876
98	**C&D Credit Material (Used for Fill Dirt)**			14,313	17,993	11,276	30,752	127,906
99	**Mobile Homes**			-	-	-	-	-
100	**Yard Waste (Includes Convenience Center Mulched Yard Waste)**			33,734	33,304	17,745	14,915	23,739
101	**Recycling - County**			4,778	4,849	4,622	3,590	3,824
102	**Recycling - Out of County**			4,896	-	1	-	-
103	**Other Recycling (Scrap Metal, White Goods, etc.)**			1,087	696	559	443	656
104	**Sludge**			6,920	7,714	7,624	7,174	8,104
105	**Leachate**			12,500	12,062	10,016	8,983	11,943
106	**Hazardous Materials**			-	-	-	-	3
107	**Other**			19	4	17	57	29
108	**Tires**			398	352	330	334	451
109	**Total**			241,230	243,515	208,823	218,174	362,214
	Reprocessed Tons:							
110	**Mulched Yard Waste from Collection Points & at Landfill**			28,813	28,813	-	7	-
	TONNAGE / CAPACITY USE BY FACILITY:							
	Class I Landfill:							
	Tonnages Landfilled							
111	Class I Waste			140,912	151,227	152,341	135,409	164,684
112	Construction & Demolition			21,673	15,313	4,292	16,518	20,876
113	Sludge			6,920	7,714	7,624	7,174	8,104
114	Other			19	4	17	57	29
115	Tonnages to Class I Landfill			169,524	174,259	164,274	159,158	193,693
116	Composting Diversions - Sludge for Composting			-	-	-	-	-
117	Adjusted Tonnage to Class I Landfill			169,524	174,259	164,274	159,158	193,693
	Capacity Utilization of Class I Landfill (Existing Cells 1-3):							
118	Total Acreage - Info Only			54.0	54.0	54.0	54.0	54.0
119	Active Acreage - Info Only			54.0	54.0	54.0	54.0	54.0
120	Total Capacity (Cubic Yards)			6,008,640	6,008,640	6,008,640	6,008,640	6,008,640
121	Beginning Capacity Remaining (Cubic Yards)			1,514,634	1,279,836	1,039,479	812,895	593,367
122	Tonnage sent to Class I Landfill			169,524	174,259	164,274	159,158	193,693
123	Assumed Pounds per Cubic Yard			1,444	1,450	1,450	1,450	1,450
124	Assumed Cubic Yards Disposed			234,798	240,357	226,584	219,528	267,162
125	Portion of Landfill Used (Cubic Yards)			4,728,804	4,969,161	5,195,745	5,415,273	5,682,435
126	Ending Capacity Remaining (Cubic Yards)			1,279,836	1,039,479	812,895	593,367	326,205
127	Percentage of Capacity Utilization			78.70%	82.70%	86.47%	90.12%	94.57%

Exhibit 1
Hernando County, FL
Fiscal Year 2026 Solid Waste Analysis

Historical Disposal Units and Solid Waste Tonnages

Line No.	Description	Lookup Code	Factor	2021	2022	2023	2024	2025
	Capacity Utilization of C&D Landfill:							
128	C&D Tonnages to C&D Landfill			-	-	-	-	-
	Capacity Utilization of C&D Landfill:							
129	Total Acreage - Info Only			12.4	12.4	12.4	12.4	12.4
130	Active Acreage - Info Only			12.4	12.4	12.4	12.4	12.4
131	Total Capacity			702,992	702,992	702,992	702,992	702,992
132	Beginning Capacity Remaining			(182,481)	(182,481)	(182,481)	(182,481)	(182,481)
133	Additional Capacity			-	-	-	-	-
134	Tonnage sent to C&D Landfill			0	0	0	0	0
135	Assumed Pounds per Cubic Yard			2,035	2,035	2,035	2,035	2,035
136	Assumed Cubic Yards Disposed			0	0	0	0	0
137	Portion of Landfill Used			885,473	885,473	885,473	885,473	885,473
138	Ending Capacity Remaining			(182,481)	(182,481)	(182,481)	(182,481)	(182,481)
139	Percentage of Capacity Utilization			125.96%	125.96%	125.96%	125.96%	125.96%
	Off-Site Disposal - Recyclable / Yard Waste:							
140	Yard Waste			33,734	33,304	17,745	14,915	23,739
141	Recyclable			10,761	5,545	5,182	4,032	4,480
142	Tires			398	352	330	334	451
143	Leachate			12,500	12,062	10,016	8,983	11,943
144	Hazardous Materials			-	-	-	-	3
145	Mobile Homes			-	-	-	-	-
146	Construction & Demolition			-	-	-	-	-
147	Total			57,393	51,263	33,273	28,264	40,616
	Total Tons by Facility Destination:							
148	**Class I Landfill**			169,524	174,259	164,274	159,158	193,693
149	**Composting**			-	-	-	-	-
150	**C&D Landfill**			-	-	-	-	-
151	**Off-site Disposal**			57,393	51,263	33,273	28,264	40,616
152	**C&D Credit (Fill Dirt Accepted for Free)**			14,313	17,993	11,276	30,752	127,906
153	**Total**			241,230	243,515	208,823	218,174	362,214

Exhibit 2
Hernando County, FL
Fiscal Year 2026 Solid Waste Analysis

Projected Disposal Units and Solid Waste Tonnages

Line No.	Description	Fiscal Year Ending September 30, 2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
	RESIDENTIAL DISPOSAL ASSESSMENT UNITS:											
1	Single Family	2.03%	1.88%	1.73%	1.58%	1.43%	1.28%	1.13%				
2	Units - Beginning Units	88,623	90,423	92,123	93,623	95,023	96,323	97,523	98,623	99,623	100,523	101,323
3	Units - Growth (Total)	1,800	1,700	1,500	1,400	1,300	1,200	1,100	1,000	900	800	800
4	Units - Ending Units	90,423	92,123	93,623	95,023	96,323	97,523	98,623	99,623	100,523	101,323	102,123
5	Units - Average	89,523	91,273	92,873	94,323	95,673	96,923	98,073	99,123	100,073	100,923	101,723
	Multi-family											
6	Units - Beginning Units	1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768
7	Units - Growth (Total)	-	-	-	-	-	-	-	-	-	-	-
8	Units - Ending Units	1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768
9	Units - Average	1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768
	Total Disposal Assessments											
10	Units - Beginning Units	90,391	92,191	93,891	95,391	96,791	98,091	99,291	100,391	101,391	102,291	103,091
11	Units - Growth (Total)	1,800	1,700	1,500	1,400	1,300	1,200	1,100	1,000	900	800	800
12	Units - Ending Units	92,191	93,891	95,391	96,791	98,091	99,291	100,391	101,391	102,291	103,091	103,891
13	Units - Average	91,291	93,041	94,641	96,091	97,441	98,691	99,841	100,891	101,841	102,691	103,491
	Equivalent Disposal Units:											
14	Single Family (100.00%)	89,523	91,273	92,873	94,323	95,673	96,923	98,073	99,123	100,073	100,923	101,723
15	Multi-family (91.20%)	1,612	1,612	1,612	1,612	1,612	1,612	1,612	1,612	1,612	1,612	1,612
16	Total	91,135	92,885	94,485	95,935	97,285	98,535	99,685	100,735	101,685	102,535	103,335
	RESIDENTIAL COLLECTION ASSESSMENT UNITS:											
	Mandatory Single Family											
17	Units - Beginning Units	45,520	46,426	47,283	48,041	48,749	49,407	50,015	50,573	51,081	51,538	51,945
18	Units - Growth (Total)	906	857	758	708	658	608	558	508	457	407	407
19	Units - Ending Units	46,426	47,283	48,041	48,749	49,407	50,015	50,573	51,081	51,538	51,945	52,352
20	Units - Average	45,973	46,855	47,662	48,395	49,078	49,711	50,294	50,827	51,310	51,742	52,149
	Total Collection Assessments											
21	Units - Beginning Units	45,520	46,426	47,283	48,041	48,749	49,407	50,015	50,573	51,081	51,538	51,945
22	Units - Growth (Total)	906	857	758	708	658	608	558	508	457	407	407
23	Units - Ending Units	46,426	47,283	48,041	48,749	49,407	50,015	50,573	51,081	51,538	51,945	52,352
24	Units - Average	45,973	46,855	47,662	48,395	49,078	49,711	50,294	50,827	51,310	51,742	52,149
	Equivalent Collection Units:											
25	Single Family (100.00%)	45,973	46,855	47,662	48,395	49,078	49,711	50,294	50,827	51,310	51,742	52,149
26	Multi-family (91.20%)	-	-	-	-	-	-	-	-	-	-	-
27	Total	45,973	46,855	47,662	48,395	49,078	49,711	50,294	50,827	51,310	51,742	52,149
	TONNAGES BY WASTE TYPE & CUSTOMER:											
28	**Assessment Tons:**											
29	Class I Waste	100,420	102,345	104,105	105,700	107,185	108,560	109,825	110,980	112,025	112,960	113,840
30	Annual Tons per Unit	1.100	1.100	1.100	1.100	1.100	1.100	1.100	1.100	1.100	1.100	1.100
31	Construction & Demolition Waste	-	-	-	-	-	-	-	-	-	-	-
32	Annual Tons per Unit	-	-	-	-	-	-	-	-	-	-	-
34	Adjusted Construction & Demolition Waste	-	-	-	-	-	-	-	-	-	-	-
35	Yard Waste (Includes CCC Yard Waste that is Mulched)	11,868	12,095	12,303	12,492	12,667	12,830	12,979	13,116	13,239	13,350	13,454
36	Annual Tons per Unit	0.130	0.130	0.130	0.130	0.130	0.130	0.130	0.130	0.130	0.130	0.130
37	Recycling	3,652	3,722	3,786	3,844	3,898	3,948	3,994	4,036	4,074	4,108	4,140
38	Annual Tons per Unit	0.040	0.040	0.040	0.040	0.040	0.040	0.040	0.040	0.040	0.040	0.040
39	Tires	-	-	-	-	-	-	-	-	-	-	-
40	Annual Tons per Unit	-	-	-	-	-	-	-	-	-	-	-
41	Other (Scrap Metal, White Goods, etc.)	456	465	473	480	487	493	499	504	509	513	517
42	Annual Tons per Unit	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005
43	Total	116,396	118,627	120,667	122,516	124,237	125,831	127,297	128,636	129,847	130,931	131,951
44	Annual Tons per Unit	1.275	1.275	1.275	1.275	1.275	1.275	1.275	1.275	1.275	1.275	1.275

Exhibit 2
Hernando County, FL
Fiscal Year 2026 Solid Waste Analysis

Projected Disposal Units and Solid Waste Tonnages

Line No.	Description	Fiscal Year Ending September 30, 2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
	Non-Assessment Tons											
	Revenue Generating											
	Class I Waste Residential											
45	Growth	-	-	-	-	-	-	-	-	-	-	-
46	Tonnage	4,124	4,124	4,124	4,124	4,124	4,124	4,124	4,124	4,124	4,124	4,124
47	Annual Percent Change	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
48	Revenue Generating - Tonnage	4,049	4,049	4,049	4,049	4,049	4,049	4,049	4,049	4,049	4,049	4,049
49	Percentage of Total Tons to Revenue Generating Tons	98.19%	98.19%	98.19%	98.19%	98.19%	98.19%	98.19%	98.19%	98.19%	98.19%	98.19%
	Class I Waste Commercial											
50	Growth	(9,239)	-	-	-	-	-	-	-	-	-	-
51	Tonnage	47,841	47,841	47,841	47,841	47,841	47,841	47,841	47,841	47,841	47,841	47,841
52	Annual Percent Change	(16.19%)	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
	Construction & Demolition Waste											
53	Growth	(4,000)	(3,400)	(3,400)	(3,400)	(3,373)	-	-	-	-	-	-
54	Tonnage	13,573	10,173	6,773	3,373	0	0	0	0	0	0	0
55	Annual Percent Change	(22.76%)	(25.05%)	(33.42%)	(50.20%)	(99.99%)	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
	Yard Waste											
56	Growth	-	-	-	-	-	-	-	-	-	-	-
57	Tonnage	6,120	6,120	6,120	6,120	6,120	6,120	6,120	6,120	6,120	6,120	6,120
58	Annual Percent Change	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
	Sludge											
62	Growth	(500)	-	-	-	-	-	-	-	-	-	-
63	Tonnage	7,604	7,604	7,604	7,604	7,604	7,604	7,604	7,604	7,604	7,604	7,604
64	Annual Percent Change	(6.17%)	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
	Tires											
65	Growth	(80)	-	-	-	-	-	-	-	-	-	-
66	Tonnage	358	358	358	358	358	358	358	358	358	358	358
67	Annual Percent Change	(18.28%)	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
	Tires (Offroad)											
68	Growth	-	-	-	-	-	-	-	-	-	-	-
69	Tonnage	12	12	12	12	12	12	12	12	12	12	12
70	Annual Percent Change	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
	Out of County Trash											
71	Growth	-	-	-	-	-	-	-	-	-	-	-
72	Tonnage	-	-	-	-	-	-	-	-	-	-	-
73	Annual Percent Change	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
	Other (Asbestos, Contaminated Soil, Dead Animals)											
74	Growth	-	-	-	-	-	-	-	-	-	-	-
75	Tonnage	29	29	29	29	29	29	29	29	29	29	29
76	Annual Percent Change	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
77	Total	79,661	76,261	72,861	69,461	66,088	66,088	66,088	66,088	66,088	66,088	66,088
78	Annual Percent Change	3.65%	(4.27%)	(4.46%)	(4.67%)	(4.86%)	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
	Non-Revenue Generating Tons											
	C&D Credit Material											
79	Growth	(100,000)	-	-	-	-	-	-	-	-	-	-
80	Tonnage	27,906	27,906	27,906	27,906	27,906	27,906	27,906	27,906	27,906	27,906	27,906
81	Annual Percent Change	(78.18%)	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
	Mulched Yard Waste (Estimated Tons of Processed Mulch Tracked)											
82	Growth	-	-	-	-	-	-	-	-	-	-	-
83	Tonnage	-	-	-	-	-	-	-	-	-	-	-
84	Annual Percent Change	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

Exhibit 2
Hernando County, FL
Fiscal Year 2026 Solid Waste Analysis

Projected Disposal Units and Solid Waste Tonnages

Line No.	Description	Fiscal Year Ending September 30, 2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
	Leachate											
85	Growth	(943)	-	-	-	-	-	-	-	-	-	-
86	Tonnage	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000
87	Annual Percent Change	(7.90%)	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
	Hazardous Material											
88	Growth	(2)	-	-	-	-	-	-	-	-	-	-
89	Tonnage	1	1	1	1	1	1	1	1	1	1	1
90	Annual Percent Change	(67.34%)	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
94	Total	38,907	38,907	38,907	38,907	38,907	38,907	38,907	38,907	38,907	38,907	38,907
95	Annual Percent Change	(72.18%)	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
	Total Inbound Tons:											
96	**Class I Waste**	152,385	154,310	156,070	157,665	159,150	160,525	161,790	162,945	163,990	164,925	165,805
97	**Construction & Demolition Waste (Excludes C&D Credit Fill)**	13,573	10,173	6,773	3,373	0	0	0	0	0	0	0
98	**C&D Credit Material (Used for Fill Dirt)**	27,906	27,906	27,906	27,906	27,906	27,906	27,906	27,906	27,906	27,906	27,906
99	**Mobile Homes**	-	-	-	-	-	-	-	-	-	-	-
100	**Yard Waste (Includes Convenience Center Mulched Yard Waste)**	17,988	18,216	18,424	18,612	18,788	18,950	19,100	19,236	19,360	19,470	19,574
101	**Recycling - County**	3,652	3,722	3,786	3,844	3,898	3,948	3,994	4,036	4,074	4,108	4,140
102	**Recycling - Out of County**	-	-	-	-	-	-	-	-	-	-	-
103	**Other Recycling (Scrap Metal, White Goods, etc.)**	456	465	473	480	487	493	499	504	509	513	517
104	**Sludge**	7,604	7,604	7,604	7,604	7,604	7,604	7,604	7,604	7,604	7,604	7,604
105	**Leachate**	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000
106	**Hazardous Materials**	1	1	1	1	1	1	1	1	1	1	1
107	**Other**	29	29	29	29	29	29	29	29	29	29	29
108	**Tires**	369	369	369	369	369	369	369	369	369	369	369
109	**Total**	234,964	233,795	232,435	230,884	229,232	230,826	232,292	233,631	234,842	235,926	236,946
	Reprocessed Tons:											
110	**Mulched Yard Waste from Collection Points & at Landfill**	-	-	-	-	-	-	-	-	-	-	-
	TONNAGE / CAPACITY USE BY FACILITY:											
	Class I Landfill:											
	Tonnages Landfilled											
111	Class I Waste	152,385	154,310	156,070	157,665	159,150	160,525	161,790	162,945	163,990	164,925	165,805
112	Construction & Demolition	13,573	10,173	6,773	3,373	0	0	0	0	0	0	0
113	Sludge	7,604	7,604	7,604	7,604	7,604	7,604	7,604	7,604	7,604	7,604	7,604
114	Other	29	29	29	29	29	29	29	29	29	29	29
115	Tonnages to Class I Landfill	173,591	172,116	170,476	168,671	166,783	168,158	169,423	170,578	171,623	172,558	173,438
116	Composting Diversions - Sludge for Composting	-	-	-	-	-	-	-	-	-	-	-
117	Adjusted Tonnage to Class I Landfill	173,591	172,116	170,476	168,671	166,783	168,158	169,423	170,578	171,623	172,558	173,438
	Capacity Utilization of Class I Landfill (Existing Cells 1-3):											
118	Total Acreage - Info Only	54.0	54.0	54.0	54.0	54.0	54.0	54.0	54.0	54.0	54.0	54.0
119	Active Acreage - Info Only	54.0	54.0	54.0	54.0	54.0	54.0	54.0	54.0	54.0	54.0	54.0
120	Total Capacity (Cubic Yards)	6,008,640	6,008,640	6,008,640	6,008,640	6,008,640	6,008,640	6,008,640	6,008,640	6,008,640	6,008,640	6,008,640
121	Beginning Capacity Remaining (Cubic Yards)	326,205	78,218	-	-	-	-	-	-	-	-	-
122	Tonnage sent to Class I Landfill	173,591	54,753	-	-	-	-	-	-	-	-	-
123	Assumed Pounds per Cubic Yard	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400
124	Assumed Cubic Yards Disposed	247,987	78,218	-	-	-	-	-	-	-	-	-
125	Portion of Landfill Used (Cubic Yards)	5,930,422	6,008,640	6,008,640	6,008,640	6,008,640	6,008,640	6,008,640	6,008,640	6,008,640	6,008,640	6,008,640
126	Ending Capacity Remaining (Cubic Yards)	78,218	-	-	-	-	-	-	-	-	-	-
127	Percentage of Capacity Utilization	98.70%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%

Exhibit 2
Hernando County, FL
Fiscal Year 2026 Solid Waste Analysis

Projected Disposal Units and Solid Waste Tonnages

Line No.	Description	Fiscal Year Ending September 30, 2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
	Capacity Utilization of C&D Landfill:											
128	C&D Tonnages to C&D Landfill	-	-	-	-	-	-	-	-	-	-	-
	Capacity Utilization of C&D Landfill:											
129	Total Acreage - Info Only	12.4	12.4	12.4	12.4	12.4	12.4	12.4	12.4	12.4	12.4	12.4
130	Active Acreage - Info Only	12.4	12.4	12.4	12.4	12.4	12.4	12.4	12.4	12.4	12.4	12.4
131	Total Capacity	702,992	702,992	702,992	702,992	702,992	702,992	702,992	702,992	702,992	702,992	702,992
132	Beginning Capacity Remaining	(182,481)	(182,481)	(182,481)	(182,481)	(182,481)	(182,481)	(182,481)	(182,481)	(182,481)	(182,481)	(182,481)
133	Additional Capacity	-	-	-	-	-	-	-	-	-	-	-
134	Tonnage sent to C&D Landfill	0	0	0	0	0	0	0	0	0	0	0
135	Assumed Pounds per Cubic Yard	849	849	849	849	849	849	849	849	849	849	849
136	Assumed Cubic Yards Disposed	0	0	0	0	0	0	0	0	0	0	0
137	Portion of Landfill Used	885,473	885,473	885,473	885,473	885,473	885,473	885,473	885,473	885,473	885,473	885,473
138	Ending Capacity Remaining	(182,481)	(182,481)	(182,481)	(182,481)	(182,481)	(182,481)	(182,481)	(182,481)	(182,481)	(182,481)	(182,481)
139	Percentage of Capacity Utilization	125.96%	125.96%	125.96%	125.96%	125.96%	125.96%	125.96%	125.96%	125.96%	125.96%	125.96%
	Off-Site Disposal - Recyclable / Yard Waste:											
140	Yard Waste	17,988	18,216	18,424	18,612	18,788	18,950	19,100	19,236	19,360	19,470	19,574
141	Recyclable	4,108	4,187	4,259	4,324	4,385	4,441	4,493	4,540	4,583	4,621	4,657
142	Tires	369	369	369	369	369	369	369	369	369	369	369
143	Leachate	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000
144	Hazardous Materials	1	1	1	1	1	1	1	1	1	1	1
145	Mobile Homes	-	-	-	-	-	-	-	-	-	-	-
146	Construction & Demolition	-	-	-	-	-	-	-	-	-	-	-
147	Total	33,467	33,773	34,053	34,307	34,543	34,762	34,963	35,147	35,313	35,462	35,602
	Total Tons by Facility Destination:											
148	**Class I Landfill**	173,591	172,116	170,476	168,671	166,783	168,158	169,423	170,578	171,623	172,558	173,438
149	**Composting**	-	-	-	-	-	-	-	-	-	-	-
150	**C&D Landfill**	-	-	-	-	-	-	-	-	-	-	-
151	**Off-site Disposal**	33,467	33,773	34,053	34,307	34,543	34,762	34,963	35,147	35,313	35,462	35,602
152	**C&D Credit (Fill Dirt Accepted for Free)**	27,906	27,906	27,906	27,906	27,906	27,906	27,906	27,906	27,906	27,906	27,906
153	**Total**	234,964	233,795	232,435	230,884	229,232	230,826	232,292	233,631	234,842	235,926	236,946

Exhibit 3
Hernando County, FL
Fiscal Year 2026 Solid Waste Analysis

Historical and Projected Assessment Revenues Under Existing Rates

Line No.	Description	Factor	Historical 2025	Fiscal Year Ending September 30, 2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
	ASSESSMENT REVENUE - DISPOSAL													
	Single Family, Regular - Units													
1	Average Units		86,919	89,523	91,273	92,873	94,323	95,673	96,923	98,073	99,123	100,073	100,923	101,723
2	Existing and Adopted Disposal Assessment		$ 98.04	$ 98.04	$ 98.04	$ 98.04	$ 98.04	$ 98.04	$ 98.04	$ 98.04	$ 98.04	$ 98.04	$ 98.04	$ 98.04
3	Total Single Family, Regular Assessment Revenue - Disposal		$ 8,521,539	$ 8,776,835	$ 8,948,405	$ 9,105,269	$ 9,247,427	$ 9,379,781	$ 9,502,331	$ 9,615,077	$ 9,718,019	$ 9,811,157	$ 9,894,491	$ 9,972,923
	Multifamily, Regular - Units													
4	Average Units		1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768
5	Existing and Adopted Disposal Assessment		$ 86.61	$ 98.04	$ 98.04	$ 98.04	$ 98.04	$ 98.04	$ 98.04	$ 98.04	$ 98.04	$ 98.04	$ 98.04	$ 98.04
6	Total Single Family, Regular Assessment Revenue - Disposal		$ 153,126	$ 173,335	$ 173,335	$ 173,335	$ 173,335	$ 173,335	$ 173,335	$ 173,335	$ 173,335	$ 173,335	$ 173,335	$ 173,335
7	Assessment Revenue Adjustment		-	-	-	-	-	-	-	-	-	-	-	-
8	Assessment Revenue - Disposal - Before Discounts and Adjustments		$ 8,674,665	$ 8,950,170	$ 9,121,740	$ 9,278,604	$ 9,420,762	$ 9,553,116	$ 9,675,666	$ 9,788,412	$ 9,891,354	$ 9,984,492	$ 10,067,826	$ 10,146,258
	Average Discount For Early Payment													
9	Percent		3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
10	Amount		$ (260,240)	$ (268,505)	$ (273,652)	$ (278,358)	$ (282,623)	$ (286,593)	$ (290,270)	$ (293,652)	$ (296,741)	$ (299,535)	$ (302,035)	$ (304,388)
11	Assessment Revenue - Disposal - Subtotal		$ 8,414,425	$ 8,681,665	$ 8,848,087	$ 9,000,246	$ 9,138,139	$ 9,266,522	$ 9,385,396	$ 9,494,759	$ 9,594,613	$ 9,684,957	$ 9,765,791	$ 9,841,870
	Percent Collection of Disposal Assessments													
12	Current - Delinquent	0.10%	$ (8,414)	$ (8,682)	$ (8,848)	$ (9,000)	$ (9,138)	$ (9,267)	$ (9,385)	$ (9,495)	$ (9,595)	$ (9,685)	$ (9,766)	$ (9,842)
13	Prior Year Delinquent - Back Bill Revenue	0.00%	-	-	-	-	-	-	-	-	-	-	-	-
14	Assessment Revenue - Disposal - After Discounts and Adjustments		$ 8,406,011	$ 8,672,983	$ 8,839,239	$ 8,991,246	$ 9,129,001	$ 9,257,255	$ 9,376,011	$ 9,485,264	$ 9,585,018	$ 9,675,272	$ 9,756,025	$ 9,832,028
	ASSESSMENT REVENUE - COLLECTION													
	Mandatory Single Family, Regular - Units													
15	Average Units		45,567	45,973	46,855	47,662	48,395	49,078	49,711	50,294	50,827	51,310	51,742	52,149
16	Existing and Adopted Collection Assessment		$ 202.56	$ 217.37	$ 217.37	$ 217.37	$ 217.37	$ 217.37	$ 217.37	$ 217.37	$ 217.37	$ 217.37	$ 217.37	$ 217.37
17	Total Mandatory Single Family, Regular Assessment Revenue - Collection		$ 9,230,052	$ 9,993,151	$ 10,184,763	$ 10,360,289	$ 10,519,621	$ 10,668,085	$ 10,805,680	$ 10,932,407	$ 11,048,265	$ 11,153,146	$ 11,247,050	$ 11,335,519
	Non-mandatory Single Family, Regular - Units													
18	Average Units		-	-	-	-	-	-	-	-	-	-	-	-
19	Existing and Adopted Collection Assessment		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
20	Total Non-mandatory Single Family, Regular Assessment Revenue - Collection		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
21	Assessment Revenue Adjustment		-	-	-	-	-	-	-	-	-	-	-	-
22	Assessment Revenue - Collection - Before Discounts and Adjustments		$ 9,230,052	$ 9,993,151	$ 10,184,763	$ 10,360,289	$ 10,519,621	$ 10,668,085	$ 10,805,680	$ 10,932,407	$ 11,048,265	$ 11,153,146	$ 11,247,050	$ 11,335,519
	Average Discount For Early Payment													
23	Percent		3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
24	Amount		$ (276,902)	$ (299,795)	$ (305,543)	$ (310,809)	$ (315,589)	$ (320,043)	$ (324,170)	$ (327,972)	$ (331,448)	$ (334,594)	$ (337,411)	$ (340,066)
25	Assessment Revenue - Collection - Subtotal		$ 8,953,150	$ 9,693,356	$ 9,879,220	$ 10,049,480	$ 10,204,033	$ 10,348,042	$ 10,481,510	$ 10,604,435	$ 10,716,817	$ 10,818,552	$ 10,909,638	$ 10,995,454
	Percent Collection of Collection Assessments													
26	Current - Delinquent	0.10%	$ (8,953)	$ (9,693)	$ (9,879)	$ (10,049)	$ (10,204)	$ (10,348)	$ (10,482)	$ (10,604)	$ (10,717)	$ (10,819)	$ (10,910)	$ (10,995)
27	Prior Year Delinquent - Back Bill Revenue	0.00%	-	-	-	-	-	-	-	-	-	-	-	-
28	Assessment Revenue - Collection - After Discounts and Adjustments		$ 8,944,197	$ 9,683,663	$ 9,869,341	$ 10,039,431	$ 10,193,829	$ 10,337,694	$ 10,471,028	$ 10,593,831	$ 10,706,100	$ 10,807,733	$ 10,898,728	$ 10,984,459
29	Total Assessment Revenue		$ 17,350,208	$ 18,356,646	$ 18,708,580	$ 19,030,677	$ 19,322,829	$ 19,594,949	$ 19,847,038	$ 20,079,095	$ 20,291,118	$ 20,483,005	$ 20,654,753	$ 20,816,487

Exhibit 4

Hernando County, FL
Fiscal Year 2026 Solid Waste Analysis

Historical and Projected Tipping Fee Revenues Under Existing Rates

Line No.	Description	Historical 2025	Fiscal Year Ending September 30, 2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
	WASTE DISPOSAL FEE REVENUE												
	Class I Residential												
1	Waste Deliveries - Tons	4,049	4,049	4,049	4,049	4,049	4,049	4,049	4,049	4,049	4,049	4,049	4,049
2	Rate Per Ton	$ 60.50	$ 61.32	$ 63.37	$ 63.37	$ 63.37	$ 63.37	$ 63.37	$ 63.37	$ 63.37	$ 63.37	$ 63.37	$ 63.37
3	Annual Revenue Class I Residential	$ 244,993	$ 248,317	$ 256,615	$ 256,615	$ 256,615	$ 256,615	$ 256,615	$ 256,615	$ 256,615	$ 256,615	$ 256,615	$ 256,615
	Class I Commercial												
4	Waste Deliveries - Tons	57,082	47,843	47,843	47,843	47,843	47,843	47,843	47,843	47,843	47,843	47,843	47,843
5	Rate Per Ton	$ 60.50	$ 61.32	$ 63.37	$ 63.37	$ 63.37	$ 63.37	$ 63.37	$ 63.37	$ 63.37	$ 63.37	$ 63.37	$ 63.37
6	Annual Revenue Class I Commercial	$ 3,453,432	$ 2,933,747	$ 3,031,786	$ 3,031,788	$ 3,031,790	$ 3,031,791	$ 3,031,793	$ 3,031,794	$ 3,031,795	$ 3,031,796	$ 3,031,797	$ 3,031,798
	C&D												
7	Waste Deliveries to Class I Landfill	-	-	-	-	-	-	-	-	-	-	-	-
8	Rate Per Ton (Class I)	$ 60.50	$ 61.32	$ 63.37	$ 63.37	$ 63.37	$ 63.37	$ 63.37	$ 63.37	$ 63.37	$ 63.37	$ 63.37	$ 63.37
9	Waste Deliveries - Tons	17,573	13,573	10,173	6,773	3,373	0	0	0	0	0	0	0
10	Rate Per Ton (C & D)	$ 76.00	$ 77.03	$ 85.00	$ 85.00	$ 85.00	$ 85.00	$ 85.00	$ 85.00	$ 85.00	$ 85.00	$ 85.00	$ 85.00
11	Annual Revenue C&D	$ 1,335,575	$ 1,045,544	$ 864,735	$ 575,735	$ 286,735	$ 30	$ 30	$ 30	$ 30	$ 30	$ 30	$ 30
	Tires												
12	Waste Deliveries - Tons	438	358	358	358	358	358	358	358	358	358	358	358
13	Rate Per Ton	$ 150.00	$ 152.03	$ 157.13	$ 157.13	$ 157.13	$ 157.13	$ 157.13	$ 157.13	$ 157.13	$ 157.13	$ 157.13	$ 157.13
14	Waste Deliveries - Tons (Offroad Tires)	12	12	12	12	12	12	12	12	12	12	12	12
15	Rate Per Ton	$ 200.00	$ 202.71	$ 209.50	$ 209.50	$ 209.50	$ 209.50	$ 209.50	$ 209.50	$ 209.50	$ 209.50	$ 209.50	$ 209.50
16	Annual Revenue Tires	$ 67,968	$ 56,727	$ 58,628	$ 58,628	$ 58,628	$ 58,628	$ 58,628	$ 58,628	$ 58,628	$ 58,628	$ 58,628	$ 58,628
	Yard Waste												
17	Waste Deliveries - Tons	6,120	6,120	6,120	6,120	6,120	6,120	6,120	6,120	6,120	6,120	6,120	6,120
18	Rate Per Ton	$ 54.50	$ 55.24	$ 57.09	$ 57.09	$ 57.09	$ 57.09	$ 57.09	$ 57.09	$ 57.09	$ 57.09	$ 57.09	$ 57.09
19	Annual Revenue Yard Waste	$ 333,560	$ 338,073	$ 349,411	$ 349,411	$ 349,411	$ 349,411	$ 349,411	$ 349,411	$ 349,411	$ 349,411	$ 349,411	$ 349,411
	Host Fees												
20	Waste Deliveries - Tons	-	-	-	-	-	-	-	-	-	-	-	-
21	Rate Per Ton	$ 2.50	$ 2.50	$ 2.50	$ 2.50	$ 2.50	$ 2.50	$ 2.50	$ 2.50	$ 2.50	$ 2.50	$ 2.50	$ 2.50
22	Annual Revenue Host Fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Travel Trailer/Mobile Homes												
23	Units	-	-	-	-	-	-	-	-	-	-	-	-
24	Rate Per Unit	$ 230.00	$ 230.00	$ 240.93	$ 240.93	$ 240.93	$ 240.93	$ 240.93	$ 240.93	$ 240.93	$ 240.93	$ 240.93	$ 240.93
25	Units	-	-	-	-	-	-	-	-	-	-	-	-
26	Rate Per Unit	$ 400.00	$ 400.00	$ 419.00	$ 419.00	$ 419.00	$ 419.00	$ 419.00	$ 419.00	$ 419.00	$ 419.00	$ 419.00	$ 419.00
27	Units	-	-	-	-	-	-	-	-	-	-	-	-
28	Rate Per Unit	$ 790.00	$ 790.00	$ 827.53	$ 827.53	$ 827.53	$ 827.53	$ 827.53	$ 827.53	$ 827.53	$ 827.53	$ 827.53	$ 827.53
29	Annual Revenue Travel Trailer/Mobile Homes	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Sludge												
30	Waste Deliveries - Tons	8,104	7,604	7,604	7,604	7,604	7,604	7,604	7,604	7,604	7,604	7,604	7,604
31	Rate Per Ton	$ 60.50	$ 61.32	$ 63.37	$ 63.37	$ 63.37	$ 63.37	$ 63.37	$ 63.37	$ 63.37	$ 63.37	$ 63.37	$ 63.37
32	Annual Revenue Sludge	$ 490,271	$ 466,262	$ 481,843	$ 481,843	$ 481,843	$ 481,843	$ 481,843	$ 481,843	$ 481,843	$ 481,843	$ 481,843	$ 481,843

Exhibit 4

Hernando County, FL
Fiscal Year 2026 Solid Waste Analysis

Historical and Projected Tipping Fee Revenues Under Existing Rates

Line No.	Description	Historical 2025	Fiscal Year Ending September 30, 2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
	Out of County Trash												
	Waste Deliveries	-	-	-	-	-	-	-	-	-	-	-	-
	Rate Per Ton	$ 60.50	$ 61.32	$ 63.37	$ 63.37	$ 63.37	$ 63.37	$ 63.37	$ 63.37	$ 63.37	$ 63.37	$ 63.37	$ 63.37
	Annual Revenue Out of County Trash	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Other (Asbestos, Contaminated Soil, Dead Animals)												
33	Waste Deliveries - Tons	29	29	29	29	29	29	29	29	29	29	29	29
34	Rate Per Ton	$ 60.50	$ 61.32	$ 63.37	$ 63.37	$ 63.37	$ 63.37	$ 63.37	$ 63.37	$ 63.37	$ 63.37	$ 63.37	$ 63.37
35	Annual Revenue Other	$ 1,760	$ 1,784	$ 1,843	$ 1,843	$ 1,843	$ 1,843	$ 1,843	$ 1,843	$ 1,843	$ 1,843	$ 1,843	$ 1,843
	Recycling Residual Tons												
36	Recycling Tons Inbound	3,824	3,652	3,722	3,786	3,844	3,898	3,948	3,994	4,036	4,074	4,108	4,140
37	Recycling Tons Sold	3,826	3,653	3,723	3,787	3,845	3,899	3,949	3,995	4,037	4,076	4,110	4,142
38	Implied Recycling Residuals Sent to Landfill	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)
39	Adjustment	-	2	2	2	2	2	2	2	2	2	2	2
40	Adjusted Recycling Residuals	(2)	-	-	-	-	-	-	-	-	-	-	-
41	Rate per Ton	$ 60.50	$ 61.32	$ 63.37	$ 63.37	$ 63.37	$ 63.37	$ 63.37	$ 63.37	$ 63.37	$ 63.37	$ 63.37	$ 63.37
42	Annual Recycling Revenue	$ (106)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
43	Adjustment	$ (285,000)	$ (285,000)	$ (285,000)	$ (285,000)	$ (285,000)	$ (285,000)	$ (285,000)	$ (285,000)	$ (285,000)	$ (285,000)	$ (285,000)	$ (285,000)
44	**Total Disposal Fee Revenue**	$ 5,642,453	$ 4,805,454	$ 4,759,861	$ 4,470,863	$ 4,181,865	$ 3,895,161	$ 3,895,163	$ 3,895,164	$ 3,895,165	$ 3,895,166	$ 3,895,167	$ 3,895,168

Footnotes:
[1] The rates in FY2026 reflect blended rates to recognize the midyear rate adjustment. This rate encapsulates 7/12 times the rates proposed in Resolution 2023-126 and 5/12 times the rates proposed in Resolution 2026-085.

Exhibit 5
Hernando County, FL
Fiscal Year 2026 Solid Waste Analysis

Projected Operating Expenses

Line No.	Account No.	Cost Center	Description	2025	Escalation Factors	Adjusted 2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
						Fiscal Year Ending September 30,										
			FUND 4411 - OPERATING													
			07602 - CLASS I OPERATIONS													
			SALARIES & WAGES													
1	5101200	07602	Salaries/Wages - Regular	$ 965,453	Salary	$ 1,139,612	$ 1,185,196	$ 1,220,752	$ 1,257,375	$ 1,295,096	$ 1,333,949	$ 1,373,968	$ 1,415,187	$ 1,457,642	$ 1,501,371	$ 1,546,413
2	5101400	07602	Salaries/Wages - Overtime	110,527	Salary	65,000	67,600	69,628	71,717	73,868	76,084	78,367	80,718	83,139	85,634	88,203
3	5101501	07602	Special Pay - Stipends	1,962	Salary	2,225	2,314	2,383	2,455	2,529	2,604	2,683	2,763	2,846	2,931	3,019
4	5102100	07602	FICA Taxes - Matching	76,509	Salary	87,026	96,280	99,168	102,144	105,208	108,364	111,615	114,963	118,412	121,965	125,624
5	5102200	07602	Retirement Contributions	159,120	Benefit	182,426	200,472	206,487	212,681	219,062	225,634	232,403	239,375	246,556	253,953	261,571
6	5102210	07602	Retirement Contributions - GASB	(78,893)	Benefit	32,691	33,999	35,019	36,069	37,151	38,266	39,414	40,596	41,814	43,068	44,361
7	5102300	07602	Life & Health Insurance	189,206	Benefit	278,708	355,465	366,129	377,113	388,426	400,079	412,081	424,443	437,177	450,292	463,801
8	5102400	07602	Workman's Comp Premiums	34,671	Salary	31,400	28,897	29,764	30,657	31,577	32,524	33,500	34,505	35,540	36,606	37,705
9	5102600	07602	Other Post Employee Benefits - OPEB	22,573	Benefit	7,232	7,232	7,449	7,672	7,903	8,140	8,384	8,635	8,894	9,161	9,436
10	AddPer	07602	Additional Personnel	-	Calculated	-	91,702	94,453	97,286	100,205	103,211	106,307	109,496	112,781	116,165	119,650
11	5102602	07602	OPEB - Def Inf Portion	-	Benefit	-	-	-	-	-	-	-	-	-	-	-
12			TOTAL PERSONNEL SERVICES	$ 1,481,128		$ 1,846,676	$ 2,090,328	$ 2,153,037	$ 2,217,629	$ 2,284,157	$ 2,352,682	$ 2,423,263	$ 2,495,961	$ 2,570,839	$ 2,647,965	$ 2,727,403
			OPERATING EXPENSES													
13	5303103	07602	Professional Serv - Engineering	$ 237,395	Prof Class I	$ 242,500	$ 362,500	$ 370,475	$ 378,625	$ 386,955	$ 395,468	$ 404,169	$ 413,060	$ 422,148	$ 431,435	$ 440,926
14	5303401	07602	Contract Services	1,341,866	Contract Class I	485,959	503,266	514,338	525,653	537,217	549,036	561,115	573,459	586,076	598,969	612,147
15	5303401a	07602	Mulch Processing	-	Calculated	157,577	159,569	161,392	167,934	174,603	181,397	188,313	195,348	202,500	209,766	217,213
16	5303401b	07602	Mulch Hauling	-	Calculated	206,864	215,765	224,775	233,887	243,176	252,637	262,269	272,068	282,029	292,148	302,520
17	5303401c	07602	Leachate Treatment/Hauling	-	Calculated	575,000	575,000	585,000	595,000	605,000	615,000	625,000	635,000	645,000	655,000	665,000
18	5303405	07602	Contract Services - Uniforms	2,252	Inflation	1,750	1,750	1,789	1,828	1,868	1,909	1,951	1,994	2,038	2,083	2,129
19	5303496	07602	Contract Services - Composting	-	Calculated	-	-	-	-	-	-	-	-	-	-	-
20	5304001	07602	Travel & Per Diem	2,352	Inflation	4,441	4,441	4,539	4,639	4,741	4,845	4,951	5,060	5,172	5,286	5,402
21	5304004	07602	Travel & Per Diem - Class C	-	Inflation	36	36	37	38	38	39	40	41	42	43	44
22	5304101	07602	Communication Services	7,913	Inflation	4,810	4,810	4,916	5,024	5,134	5,247	5,363	5,481	5,601	5,725	5,851
23	5304205	07602	Postage/Express	5,079	Inflation	8,920	38,920	39,776	40,651	41,546	42,460	43,394	44,348	45,324	46,321	47,340
24	5304301	07602	Utility Serv - Elec/Water/Sewer	30,359	Inflation	32,824	32,824	33,546	34,284	35,038	35,809	36,597	37,402	38,225	39,066	39,925
25	5304401	07602	Rentals/Leases - Equip (Exc. Veh)	17,278	Inflation	43,599	42,249	43,178	44,128	45,099	46,091	47,105	48,142	49,201	50,283	51,390
26	5304406	07602	Rentals/Leases - Heavy Equipment	1,066,148	Calculated	1,228,215	1,287,640	1,289,081	1,291,364	1,379,332	1,383,862	1,389,992	1,488,626	1,499,715	1,514,731	1,631,746
27	5304406a	07602	Rentals/Leases - Heavy Equipment for Composting	-	Calculated	-	32,404	33,117	33,846	34,590	35,351	36,129	36,924	37,736	38,566	39,415
28	5304501	07602	Insurance & Bonds - Premiums	161,850	Inflation	138,575	138,575	141,624	144,739	147,924	151,178	154,504	157,903	161,377	164,927	168,556
29	5304601	07602	Repair/Maint - Building & Ground	6,782	Repair	15,000	15,000	15,750	16,538	17,364	18,233	19,144	20,101	21,107	22,162	23,270
30	5304602	07602	Repair/Maint - Vehicles	53,652	Repair	65,000	65,000	68,250	71,663	75,246	79,008	82,958	87,106	91,462	96,035	100,836
31	5304603	07602	Repair/Maint - Equipment	64,998	LeaseRepair	120,000	215,000	171,786	180,375	248,889	198,864	208,807	288,121	230,209	241,720	333,536
32	5304606	07602	Repair/Maint - Software	21,940	Repair	27,370	27,370	28,739	30,175	31,684	33,268	34,932	36,678	38,512	40,438	42,460
33	5304701	07602	Printing & Binding	1,203	Inflation	4,900	4,900	5,008	5,118	5,231	5,346	5,463	5,583	5,706	5,832	5,960
34	5304902	07602	Advertising - Other	20	Inflation	750	750	767	783	801	818	836	855	873	893	912
35	5304919	07602	Operating Expense - Special Assessments	7,108	Inflation	5,439	-	-	-	-	-	-	-	-	-	-
36	5304921	07602	Reimbursement of Special Assessments	-	Inflation	1,500	1,500	1,533	1,567	1,601	1,636	1,672	1,709	1,747	1,785	1,825
37	5304922	07602	Fees/Costs - Other	85	Inflation	125	125	128	131	133	136	139	142	146	149	152
38	5304923	07602	Fees/Costs - Filing Fees	1,097	Inflation	900	900	920	940	961	982	1,003	1,026	1,048	1,071	1,095
39	5304924	07602	Fees - Permit Applications	10,791	Inflation	10,772	10,772	11,009	11,251	11,499	11,752	12,010	12,274	12,544	12,820	13,103
40	5304933	07602	Fees/Costs - Cost Allocation Plan	339,597	Inflation	339,597	461,392	471,543	481,917	492,519	503,354	514,428	525,745	537,312	549,133	561,214
41	5304936	07602	Fees/Costs - Tax Collector	164,697	Calculated	179,003	191,100	203,201	215,690	228,678	242,176	256,194	270,739	285,819	301,440	317,761
42	5304940	07602	Fees/Costs - Property Appraiser	170,228	Calculated	268,505	286,651	304,802	323,534	343,017	363,265	384,291	406,109	428,729	452,160	476,641
43	5304953	07602	Fees/Costs - Fleet GPS Tracking	3,300	Inflation	4,566	4,566	4,666	4,769	4,874	4,981	5,091	5,203	5,317	5,434	5,554
44	5304955	07602	Fees/Costs - Flt Cap Recv	72,351	Inflation	71,853	510,747	187,983	192,119	196,346	200,665	205,080	209,592	214,203	218,915	223,731
45	5304956	07602	Fees/Costs - Flt Fac Allo	1,139	Inflation	1,139	1,139	1,164	1,190	1,216	1,243	1,270	1,298	1,326	1,356	1,385
46	5304957	07602	Fees & Costs - Fleet Administration Fees	7,668	Inflation	13,320	-	-	-	-	-	-	-	-	-	-
47	5304959	07602	Fees/Costs - Bank Charges	1,572	Inflation	1,680	1,680	1,717	1,755	1,793	1,833	1,873	1,914	1,956	1,999	2,043
48	5304965	07602	Fees/Costs - New Hires	1,689	Inflation	1,320	1,320	1,349	1,379	1,409	1,440	1,472	1,504	1,537	1,571	1,606
49	5304970	07602	Fees/Costs - Tech Services Capital Recovery	-	Inflation	-	-	-	-	-	-	-	-	-	-	-
50	5305101	07602	Office Supplies	5,894	Inflation	5,000	5,000	5,110	5,222	5,337	5,455	5,575	5,697	5,823	5,951	6,082
51	5305201	07602	Operating Supplies	110,939	Inflation	100,000	100,000	102,200	104,448	106,746	109,095	111,495	113,948	116,454	119,016	121,635
52	5305202	07602	Gasoline, Oil & Lubricants	232,296	Fuel+Tons	374,000	374,000	388,958	404,082	419,537	444,145	469,861	496,717	524,748	553,987	584,653
53	5305205	07602	Clothing & Uniform Apparel	358	Inflation	1,850	1,850	1,891	1,932	1,975	2,018	2,063	2,108	2,154	2,202	2,250
54	5305264	07602	Uncapitalized Equipment	29,848	Inflation	57,500	77,500	79,205	80,948	82,728	84,548	86,408	88,309	90,252	92,238	94,267
55	5305265	07602	Uncapitalized Equipment ($1000-$4999)	-	Inflation	-	-	-	-	-	-	-	-	-	-	-
56	5305401	07602	Books/Publications/Subscriptions	853	Inflation	1,000	750	767	783	801	818	836	855	873	893	912
57	5305402	07602	Dues/Memberships	1,555	Inflation	2,655	2,655	2,713	2,773	2,834	2,896	2,960	3,025	3,092	3,160	3,229
58	5305506	07602	Educational - Train and Tuition	1,840	Inflation	6,755	6,755	6,904	7,055	7,211	7,369	7,531	7,697	7,867	8,040	8,216
59			TOTAL OPERATING EXPENSES	$ 4,195,550		$ 4,819,069	$ 5,865,212	$ 5,614,372	$ 5,750,047	$ 6,034,402	$ 6,128,731	$ 6,288,587	$ 6,614,363	$ 6,719,501	$ 6,902,199	$ 7,272,287
			TRANSFERS TO OTHER FUNDS													
60	5910011	07602	Transfer General Fund	$ 125,000	Inflation	$ 75,000	$ 75,000	$ 76,650	$ 78,336	$ 80,060	$ 81,821	$ 83,621	$ 85,461	$ 87,341	$ 89,262	$ 91,226
61	5944312	07602	Transfer - NW SL Escrow Fund 4431	$ 615,345	Eliminate	-	-	-	-	-	-	-	-	-	-	-
62	5951210	07602	Transfer - Health Self Insurance	86,466	Benefit	12,240	12,240	12,607	12,985	13,375	13,776	14,190	14,615	15,054	15,505	15,970
63			TOTAL TRANSFERS	$ 3,866,942		$ 87,240	$ 87,240	$ 89,257	$ 91,322	$ 93,435	$ 95,597	$ 97,811	$ 100,076	$ 102,395	$ 104,768	$ 107,197
64			**TOTAL OPERATIONS EXPENSES - CLASS I**	$ 9,543,620		$ 6,752,985	$ 8,079,780	$ 7,856,667	$ 8,058,997	$ 8,411,994	$ 8,577,011	$ 8,809,660	$ 9,210,400	$ 9,392,735	$ 9,654,931	$ 10,106,887

Exhibit 5
Hernando County, FL
Fiscal Year 2026 Solid Waste Analysis

Projected Operating Expenses

Line No.	Account No.	Cost Center	Description	2025	Escalation Factors	Adjusted 2026	Fiscal Year Ending September 30, 2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
			07603 - RECYCLING OPERATIONS													
			SALARIES & WAGES													
65	5101200	07603	Salaries/Wages - Regular	$ 216,652	Salary	$ 184,902	$ 198,597	$ 204,555	$ 210,692	$ 217,013	$ 223,523	$ 230,229	$ 237,136	$ 244,250	$ 251,577	$ 259,125
66	5101400	07603	Salaries/Wages - Overtime	18,671	Salary	6,900	7,176	7,391	7,613	7,841	8,077	8,319	8,569	8,826	9,090	9,363
67	5101501	07603	Special Pay - Stipends	594	Salary	357	371	382	394	406	418	430	443	457	470	484
68	5102100	07603	FICA Taxes - Matching	18,175	Salary	14,145	15,193	15,649	16,119	16,602	17,100	17,613	18,142	18,686	19,246	19,824
69	5102200	07603	Retirement Contributions	38,419	Benefit	29,276	31,435	32,378	33,349	34,350	35,380	36,442	37,535	38,661	39,821	41,016
70	5102210	07603	Retirement Contributions - GASB	(19,048)	Benefit	7,086	7,369	7,591	7,818	8,053	8,294	8,543	8,799	9,063	9,335	9,615
71	5102300	07603	Life & Health Insurance	57,035	Benefit	67,701	80,842	83,268	85,766	88,339	90,989	93,718	96,530	99,426	102,409	105,481
72	5102400	07603	Workman's Comp Premiums	9,047	Salary	7,037	6,499	6,694	6,895	7,102	7,315	7,534	7,760	7,993	8,233	8,480
73	5102600	07603	Other Post Employee Benefits - OPEB	5,303	Benefit	1,482	1,482	1,526	1,572	1,619	1,668	1,718	1,770	1,823	1,877	1,934
74			TOTAL PERSONNEL SERVICES	$ 344,847		$ 318,886	$ 406,855	$ 419,061	$ 431,633	$ 444,582	$ 457,919	$ 471,657	$ 485,806	$ 500,380	$ 515,392	$ 530,854
			OPERATING EXPENSES													
75	5303103	07603	Professional Serv - Engineering	$ -	Inflation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
76	5303401	07603	Contract Services	279,243	Inflation	227,226	219,292	224,116	229,047	234,086	239,236	244,499	249,878	255,375	260,993	266,735
77	5303405	07603	Contract Services - Uniforms	191	Inflation	500	500	511	522	534	545	557	570	582	595	608
78	5303401a	07603	Contract Services - Recycling Disposal and Hauling	-	Calculated	214,324	222,258	230,156	238,006	245,893	253,811	261,753	269,713	277,682	285,652	293,726
79	5304001	07603	Travel & Per Diem	1,798	Inflation	6,519	6,519	6,662	6,809	6,959	7,112	7,268	7,428	7,592	7,759	7,929
80	5304004	07603	Travel & Per Diem - Class C	-	Inflation	12	12	12	13	13	13	13	14	14	14	15
81	5304101	07603	Communication Services	-	Inflation	840	840	858	877	897	916	937	957	978	1,000	1,022
82	5304205	07603	Postage and Freight	21	Inflation	300	300	307	313	320	327	334	342	349	357	365
84	5304406	07603	Rentals/Leases - Heavy Equipment	63,016	Calculated	71,214	72,780	72,780	72,780	77,690	77,690	77,690	82,931	82,931	82,931	88,526
85	5304501	07603	Insurance & Bonds - Premiums	24,179	Inflation	14,891	24,891	25,439	25,998	26,570	27,155	27,752	28,363	28,987	29,624	30,276
86	5304602	07603	Repair/Maint - Vehicles	25,466	Repair	22,500	30,000	31,500	33,075	34,729	36,465	38,288	40,203	42,213	44,324	46,540
87	5304603	07603	Repair/Maint - Equipment	6,270	Repair	18,500	18,500	19,425	20,396	21,416	22,487	23,611	24,792	26,031	27,333	28,700
88	5304701	07603	Printing & Binding	489	Inflation	1,000	1,000	1,022	1,044	1,067	1,091	1,115	1,139	1,165	1,190	1,216
89	5304801	07603	Promotional Activities	20,439	Inflation	20,000	25,000	25,550	26,112	26,687	27,274	27,874	28,487	29,114	29,754	30,409
90	5304902	07603	Advertising - Other	890	Inflation	7,250	7,250	7,410	7,573	7,739	7,909	8,083	8,261	8,443	8,629	8,819
93	5304933	07603	Fees/Costs - Cost Allocation Plan	35,963	Inflation	35,963	35,963	36,754	37,563	38,389	39,234	40,097	40,979	41,881	42,802	43,744
94	5304953	07603	Fees/Costs - Fleet GPS Tracking	1,260	Inflation	1,626	1,626	1,662	1,698	1,736	1,774	1,813	1,853	1,894	1,935	1,978
95	5304955	07603	Fees/Costs - Flt Cap Recv	28,252	Inflation	26,789	35,541	36,323	37,122	37,939	38,773	39,626	40,498	41,389	42,300	43,230
96	5304956	07603	Fees/Costs - Flt Fac Allo	701	Inflation	701	701	716	732	748	765	782	799	816	834	853
97	5304957	07603	Fees & Costs - Fleet Administration Fees	2,788	Inflation	4,440	-	-	-	-	-	-	-	-	-	-
98	5304965	07603	Fees/Costs - New Hires	-	Inflation	440	440	450	460	470	480	491	501	512	524	535
100	5305101	07603	Office Supplies	577	Inflation	600	600	613	627	640	655	669	684	699	714	730
101	5305201	07603	Operating Supplies	7,855	Inflation	20,000	20,000	20,440	20,890	21,349	21,819	22,299	22,790	23,291	23,803	24,327
102	5305202	07603	Gasoline, Oil & Lubricants	41,558	Fuel	27,469	49,458	51,931	54,527	57,254	60,117	63,122	66,278	69,592	73,072	76,726
103	5305205	07603	Clothing & Uniform Apparel	641	Inflation	250	250	256	261	267	273	279	285	291	298	304
104	5305264	07603	Uncapitalized Equipment	16,940	Inflation	18,440	18,440	18,846	19,260	19,684	20,117	20,560	21,012	21,474	21,947	22,429
105	5305402	07603	Dues/Memberships	1,045	Inflation	2,145	2,145	2,192	2,240	2,290	2,340	2,392	2,444	2,498	2,553	2,609
106	5305506	07603	Educational - Train and Tuition	-	Inflation	4,708	4,708	4,812	4,917	5,026	5,136	5,249	5,365	5,483	5,603	5,727
107			TOTAL OPERATING EXPENSES	$ 559,581		$ 781,767	$ 832,134	$ 854,444	$ 877,176	$ 905,343	$ 929,138	$ 953,484	$ 983,634	$ 1,009,120	$ 1,035,198	$ 1,067,588
108			**TOTAL OPERATIONS EXPENSES - RECYCLING**	$ 925,709		$ 1,107,005	$ 1,246,989	$ 1,281,745	$ 1,317,296	$ 1,358,667	$ 1,396,061	$ 1,434,414	$ 1,478,993	$ 1,519,340	$ 1,560,724	$ 1,608,880
			07604 - CONVENIENCE CENTERS OPERATIONS													
			SALARIES & WAGES													
109	5101200	07604	Salaries/Wages - Regular	$ 449,862	Salary	$ 473,092	$ 504,450	$ 519,583	$ 535,171	$ 551,226	$ 567,763	$ 584,796	$ 602,340	$ 620,410	$ 639,022	$ 658,193
109	5101212	07604	Salary - Market Adjustment	-	Salary	6,324	6,774	6,977	7,186	7,402	7,624	7,852	8,088	8,331	8,580	8,838
110	5101400	07604	Salaries/Wages - Overtime	59,325	Salary	62,100	64,584	66,522	68,517	70,573	72,690	74,871	77,117	79,430	81,813	84,267
111	5101501	07604	Special Pay - Stipends	1,542	Salary	1,457	1,515	1,561	1,608	1,656	1,705	1,757	1,809	1,864	1,920	1,977
112	5102100	07604	FICA Taxes - Matching	37,521	Salary	36,192	38,591	39,749	40,941	42,170	43,435	44,738	46,080	47,462	48,886	50,353
113	5102200	07604	Retirement Contributions	71,564	Benefit	66,565	70,977	73,106	75,299	77,558	79,885	82,282	84,750	87,293	89,911	92,609
114	5102210	07604	Retirement Contributions - GASB	(35,482)	Benefit	17,841	18,555	19,111	19,685	20,275	20,883	21,510	22,155	22,820	23,504	24,210
115	5102300	07604	Life & Health Insurance	108,445	Benefit	125,250	149,454	153,938	158,556	163,313	168,212	173,258	178,456	183,810	189,324	195,004
116	5102400	07604	Workman's Comp Premiums	22,250	Salary	23,466	21,491	22,135	22,799	23,483	24,188	24,913	25,661	26,431	27,224	28,040
117	5102600	07604	Other Post Employee Benefits - OPEB	11,092	Benefit	4,454	4,454	4,588	4,725	4,867	5,013	5,163	5,318	5,478	5,642	5,811
118			TOTAL PERSONNEL SERVICES	$ 729,419		$ 816,741	$ 880,844	$ 907,270	$ 934,488	$ 962,522	$ 991,398	$ 1,021,140	$ 1,051,774	$ 1,083,327	$ 1,115,827	$ 1,149,302

Exhibit 5
Hernando County, FL
Fiscal Year 2026 Solid Waste Analysis

Projected Operating Expenses

Line No.	Account No.	Cost Center	Description	2025	Escalation Factors	Adjusted 2026	Fiscal Year Ending September 30, 2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
			OPERATING EXPENSES													
119	5303103	07604	Professional Serv - Engineering	$ 718	Inflation	$ 45,000	5,000	$ 5,110	$ 5,222	$ 5,337	$ 5,455	$ 5,575	$ 5,697	$ 5,823	$ 5,951	$ 6,082
120	5303401	07604	Contract Services	18,313	Contract-CCC	27,420	28,023	28,640	29,270	29,914	30,572	31,244	31,932	32,634	33,352	34,086
121	5303405	07604	Contract Services - Uniforms	194	Inflation	1,500	1,500	1,533	1,567	1,601	1,636	1,672	1,709	1,747	1,785	1,825
122	5304001	07604	Travel & Per Diem	742	Inflation	600	1,000	1,022	1,044	1,067	1,091	1,115	1,139	1,165	1,190	1,216
123	5304004	07604	Travel & Per Diem - Class C	-	Inflation	24	24	25	25	26	26	27	27	28	29	29
124	5304101	07604	Communication Services	847	Inflation	720	900	920	940	961	982	1,003	1,026	1,048	1,071	1,095
125	5304301	07604	Utility Serv - Elec/Water/Sewer	5,886	Inflation	9,402	9,402	9,609	9,820	10,036	10,257	10,483	10,713	10,949	11,190	11,436
126	5304401	07604	Rentals/Leases - Equip (Exc. Veh)	-	Constant	900	900	900	900	900	900	900	900	900	900	900
127	5304406	07604	Rentals/Leases - Heavy Equipment	127,862	Calculated	163,413	167,009	167,009	167,009	178,275	178,275	178,275	190,302	190,302	190,302	203,141
128	5304501	07604	Insurance & Bonds - Premiums	61,224	Inflation	62,470	62,470	63,844	65,249	66,684	68,151	69,651	71,183	72,749	74,350	75,985
129	5304601	07604	Repair/Maint - Building & Ground	4,154	Repair	100,000	25,000	26,250	27,563	28,941	30,388	31,907	33,502	35,178	36,936	38,783
130	5304602	07604	Repair/Maint - Vehicles	181,316	Repair	182,000	182,000	191,100	200,655	210,688	221,222	232,283	243,897	256,092	268,897	282,342
131	5304603	07604	Repair/Maint - Equipment	11,609	Repair	20,000	110,000	115,500	121,275	127,339	133,706	140,391	147,411	154,781	162,520	170,646
132	5304701	07604	Printing & Binding	898	Inflation	500	500	511	522	534	545	557	570	582	595	608
133	5304919	07604	Operating Expense - Special Assessments	-	Inflation	1,566	-	-	-	-	-	-	-	-	-	-
134	5304933	07604	Fees/Costs - Cost Allocation Plan	41,061	Inflation	41,061	41,061	41,964	42,888	43,831	44,795	45,781	46,788	47,817	48,869	49,944
135	5304953	07604	Fees/Costs - Fleet GPS Tracking	5,147	Inflation	4,218	4,218	4,311	4,406	4,503	4,602	4,703	4,806	4,912	5,020	5,131
136	5304955	07604	Fees/Costs - Flt Cap Recv	237,815	Inflation	189,086	219,973	224,812	229,758	234,813	239,979	245,258	250,654	256,168	261,804	267,564
137	5304956	07604	Fees/Costs - Flt Fac Allo	2,190	Inflation	2,191	2,191	2,239	2,288	2,339	2,390	2,443	2,497	2,552	2,608	2,665
138	5304957	07604	Fees & Costs - Fleet Administration Fees	12,733	Inflation	20,424	-	-	-	-	-	-	-	-	-	-
139	5304965	07604	Fees/Costs - New Hires	610	Inflation	2,200	2,200	2,248	2,298	2,348	2,400	2,453	2,507	2,562	2,618	2,676
141	5305101	07604	Office Supplies	1,007	Inflation	600	600	613	627	640	655	669	684	699	714	730
142	5305201	07604	Operating Supplies	8,257	Inflation	10,000	10,000	10,220	10,445	10,675	10,909	11,149	11,395	11,645	11,902	12,163
143	5305202	07604	Gasoline, Oil & Lubricants	77,346	Fuel	84,093	112,049	117,651	123,534	129,711	136,196	143,006	150,156	157,664	165,547	173,825
144	5305205	07604	Clothing & Uniform Apparel	432	Inflation	750	750	767	783	801	818	836	855	873	893	912
145	5305264	07604	Uncapitalized Equipment	-	Inflation	3,000	3,000	3,066	3,133	3,202	3,273	3,345	3,418	3,494	3,570	3,649
146	5305402	07604	Dues/Memberships	-	Inflation	495	495	506	517	528	540	552	564	576	589	602
147	5305506	07604	Educational - Train and Tuition	-	Inflation	600	600	613	627	640	655	669	684	699	714	730
148			TOTAL OPERATING EXPENSES	$ 800,362		$ 975,233	$ 991,865	$ 1,022,005	$ 1,053,409	$ 1,097,402	$ 1,131,510	$ 1,167,064	$ 1,216,156	$ 1,254,805	$ 1,295,108	$ 1,349,981
149			**TOTAL OPERATIONS EXPENSES - CONVENIENCE CENTERS**	$ 1,595,732		$ 1,810,454	$ 1,899,609	$ 1,944,107	$ 2,003,174	$ 2,075,660	$ 2,139,115	$ 2,204,897	$ 2,285,125	$ 2,355,842	$ 2,429,177	$ 2,518,072
			07606 - HHW/SQG													
			SALARIES & WAGES													
150	5101200	07606	Salaries/Wages - Regular	$ 124,947	Salary	$ 104,245	$ 111,673	$ 115,023	$ 118,474	$ 122,028	$ 125,689	$ 129,460	$ 133,344	$ 137,344	$ 141,464	$ 145,708
151	5101400	07606	Salaries/Wages - Overtime	2,868	Salary	3,243	3,373	3,474	3,578	3,685	3,796	3,910	4,027	4,148	4,272	4,401
152	5101501	07606	Special Pay - Stipends	333	Salary	310	322	332	342	352	363	374	385	397	408	421
153	5102100	07606	FICA Taxes - Matching	9,242	Salary	7,975	8,544	8,800	9,064	9,336	9,616	9,904	10,202	10,508	10,823	11,147
154	5102200	07606	Retirement Contributions	17,875	Benefit	14,668	15,712	16,184	16,669	17,169	17,684	18,215	18,761	19,324	19,904	20,501
155	5102210	07606	Retirement Contributions - GASB	(8,862)	Benefit	4,856	5,050	5,202	5,358	5,519	5,684	5,855	6,030	6,211	6,397	6,589
156	5102300	07606	Life & Health Insurance	39,806	Benefit	35,161	41,988	43,248	44,545	45,881	47,258	48,676	50,136	51,640	53,189	54,785
157	5102400	07606	Workman's Comp Premiums	5,003	Salary	5,171	4,758	4,901	5,048	5,199	5,355	5,516	5,681	5,852	6,027	6,208
158	5102600	07606	Other Post Employee Benefits - OPEB	2,750	Benefit	984	1,023	1,054	1,086	1,118	1,152	1,186	1,222	1,259	1,296	1,335
159			TOTAL PERSONNEL SERVICES	$ 193,961		$ 178,867	$ 194,859	$ 200,704	$ 206,725	$ 212,927	$ 219,315	$ 225,894	$ 232,671	$ 239,651	$ 246,841	$ 254,246
			OPERATING EXPENSES													
160	5303103	07606	Professional Serv - Engineering	$ 335	Inflation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
161	5303401	07606	Contract Services	55	Inflation	1,050	1,050	1,073	1,097	1,121	1,145	1,171	1,196	1,223	1,250	1,277
162	5303405	07606	Contract Services - Uniforms	150	Inflation	375	375	383	392	400	409	418	427	437	446	456
163	5303431	07606	Contract Services - HHW Disposal	22,105	Inflation	57,000	57,000	58,254	59,536	60,845	62,184	63,552	64,950	66,379	67,839	69,332
164	5304001	07606	Travel & Per Diem	148	Inflation	50	200	204	209	213	218	223	228	233	238	243
165	5304004	07606	Travel & Per Diem - Class C	-	Inflation	12	12	12	13	13	13	13	14	14	14	15
167	5304501	07606	Insurance & Bonds - Premiums	10,043	Inflation	5,745	13,092	13,380	13,674	13,975	14,283	14,597	14,918	15,246	15,582	15,924
168	5304602	07606	Repair/Maint - Vehicles	6,681	Repair	2,500	5,000	5,250	5,513	5,788	6,078	6,381	6,700	7,036	7,387	7,757
169	5304603	07606	Repair/Maint - Equipment	-	Repair	2,000	2,000	2,100	2,205	2,315	2,431	2,553	2,680	2,814	2,955	3,103
170	5304919	07606	Operating Expense - Special Assessments	-	Inflation	732	-	-	-	-	-	-	-	-	-	-
172	5304933	07606	Fees/Costs - Cost Allocation Plan	31,632	Inflation	31,632	31,632	32,328	33,039	33,766	34,509	35,268	36,044	36,837	37,647	38,476
173	5304953	07606	Fees/Costs - Fleet GPS Tracking	918	Inflation	1,122	1,122	1,147	1,172	1,198	1,224	1,251	1,278	1,307	1,335	1,365
174	5304955	07606	Fees/Costs - Flt Cap Recv	5,051	Inflation	7,403	27,679	28,288	28,910	29,546	30,196	30,861	31,540	32,233	32,943	33,667
175	5304956	07606	Fees/Costs - Flt Fac Allo	350	Inflation	351	351	359	367	375	383	391	400	409	418	427
176	5304957	07606	Fees & Costs - Fleet Administration Fees	1,673	Inflation	2,664	-	-	-	-	-	-	-	-	-	-
178	5305101	07606	Office Supplies	520	Inflation	500	624	638	652	666	681	696	711	727	743	759
179	5305201	07606	Operating Supplies	9,819	Inflation	14,000	14,000	14,308	14,623	14,944	15,273	15,609	15,953	16,304	16,662	17,029
180	5305202	07606	Gasoline, Oil & Lubricants	5,361	Fuel	12,275	28,043	29,445	30,917	32,463	34,086	35,791	37,580	39,459	41,432	43,504
181	5305205	07606	Clothing & Uniform Apparel	250	Inflation	250	250	256	261	267	273	279	285	291	298	304
182	5305264	07606	Uncapitalized Equipment	-	Inflation	2,500	2,500	2,555	2,611	2,669	2,727	2,787	2,849	2,911	2,975	3,041
184	5305402	07606	Dues/Memberships	-	Inflation	1,340	1,340	1,369	1,400	1,430	1,462	1,494	1,527	1,560	1,595	1,630
185	5305506	07606	Educational - Train and Tuition	-	Inflation	1,175	1,175	1,201	1,227	1,254	1,282	1,310	1,339	1,368	1,398	1,429
186			TOTAL OPERATING EXPENSES	$ 95,090		$ 150,356	$ 193,145	$ 198,375	$ 203,770	$ 209,335	$ 215,076	$ 221,000	$ 227,114	$ 233,426	$ 239,942	$ 246,670
187			**TOTAL OPERATIONS EXPENSES - HHW/SQG**	$ 300,100		$ 333,623	$ 402,404	$ 403,612	$ 415,163	$ 427,070	$ 439,343	$ 451,995	$ 465,040	$ 478,489	$ 492,357	$ 506,658
			07607 - WASTE TIRES													
			SALARIES & WAGES													
188	5101200	07607	Salaries/Wages - Regular	$ 23,047	Salary	$ 28,498	$ 29,638	$ 30,527	$ 31,443	$ 32,386	$ 33,358	$ 34,358	$ 35,389	$ 36,451	$ 37,544	$ 38,671
189	5101400	07607	Salaries/Wages - Overtime	3,015	Salary	4,000	4,160	4,285	4,413	4,546	4,682	4,823	4,967	5,116	5,270	5,428
190	5101501	07607	Special Pay - Stipends	64	Salary	60	62	64	66	68	70	72	75	77	79	81
191	5102100	07607	FICA Taxes - Matching	2,129	Salary	2,180	2,267	2,335	2,405	2,477	2,552	2,628	2,707	2,788	2,872	2,958
192	5102200	07607	Retirement Contributions	4,493	Benefit	4,837	5,030	5,181	5,337	5,497	5,662	5,832	6,007	6,187	6,372	6,564
193	5102210	07607	Retirement Contributions - GASB	(2,228)	Benefit	1,257	1,307	1,346	1,387	1,429	1,471	1,515	1,561	1,608	1,656	1,706
194	5102300	07607	Life & Health Insurance	5,107	Benefit	6,671	6,938	7,146	7,360	7,581	7,809	8,043	8,284	8,533	8,789	9,052
195	5102400	07607	Workman's Comp Premiums	859	Salary	757	787	811	835	860	886	913	940	968	997	1,027
196	5102600	07607	Other Post Employee Benefits - OPEB	635	Benefit	264	275	283	291	300	309	318	328	338	348	358
197			TOTAL PERSONNEL SERVICES	$ 37,121		$ 48,930	$ 50,887	$ 52,414	$ 53,986	$ 55,606	$ 57,274	$ 58,992	$ 60,762	$ 62,585	$ 64,462	$

Exhibit 5
Hernando County, FL
Fiscal Year 2026 Solid Waste Analysis

Projected Operating Expenses

Line No.	Account No.	Cost Center	Description	2025	Escalation Factors	Adjusted 2026	Fiscal Year Ending September 30, 2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
			OPERATING EXPENSES													
198	5303103	07607	Professional Serv - Engineering	$ -	Inflation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
199	5303405	07607	Contract Services - Uniforms	16	Inflation	125	250	256	261	267	273	279	285	291	298	304
200	5303416	07607	Contract Services - Tire Disposal	55,549	Inflation	55,000	115,000	117,530	120,116	122,758	125,459	128,219	131,040	133,923	136,869	139,880
201	5304004	07607	Travel & Per Diem - Class C	7	Inflation	-	-	-	-	-	-	-	-	-	-	-
202	5304406	07607	Rentals/Leases - Heavy Equipment	9,727	Calculated	11,097	11,341	11,341	11,341	12,107	12,107	12,107	12,923	12,923	12,923	13,795
203	5304501	07607	Insurance & Bonds - Premiums	2,634	Inflation	7,136	7,256	7,416	7,579	7,746	7,916	8,090	8,268	8,450	8,636	8,826
204	5304602	07607	Repair/Maint - Vehicles	4,389	Repair	3,000	5,000	5,250	5,513	5,788	6,078	6,381	6,700	7,036	7,387	7,757
205	5304603	07607	Repair/Maint - Equipment	37	Repair	1,000	1,000	1,050	1,103	1,158	1,216	1,276	1,340	1,407	1,477	1,551
206	5304924	07607	Fees - Permit Applications	280	Inflation	280	280	286	292	299	305	312	319	326	333	341
207	5304933	07607	Fees/Costs - Cost Allocation Plan	13,312	Inflation	13,312	13,312	13,605	13,904	14,210	14,523	14,842	15,169	15,502	15,843	16,192
208	5304955	07607	Fees/Costs - Flt Cap Recv	3,192	Inflation	3,157	3,157	3,226	3,297	3,370	3,444	3,520	3,597	3,676	3,757	3,840
209	5304956	07607	Fees/Costs - Flt Fac Allo	175	Inflation	176	176	180	184	188	192	196	201	205	209	214
210	5304957	07607	Fees & Costs - Fleet Administration Fees	1,115	Inflation	1,776	-	-	-	-	-	-	-	-	-	-
211	5305202	07607	Gasoline, Oil & Lubricants	161	Fuel	2,670	1,023	1,074	1,128	1,184	1,243	1,306	1,371	1,439	1,511	1,587
212	5305205	07607	Clothing & Uniform Apparel	-	Inflation	100	100	102	104	107	109	111	114	116	119	122
213	5305264	07607	Uncapitalized Equipment	-	Inflation	-	-	-	-	-	-	-	-	-	-	-
214			TOTAL OPERATING EXPENSES	$ 90,596		$ 99,825	$ 159,791	$ 163,254	$ 166,803	$ 171,205	$ 174,932	$ 178,754	$ 183,488	$ 187,504	$ 191,621	$ 196,715
215			**TOTAL OPERATIONS EXPENSES - WASTE TIRES**	$ 129,975		$ 150,387	$ 212,279	$ 217,316	$ 222,486	$ 228,559	$ 234,007	$ 239,601	$ 246,160	$ 252,056	$ 258,110	$ 265,199
216			**GRAND TOTAL FUND 4411**	$ 12,503,464		$ 10,154,455	$ 11,841,060 0.166095164	$ 11,703,447	$ 12,017,117	$ 12,501,949	$ 12,785,538	$ 13,140,568	$ 13,685,717	$ 13,998,462	$ 14,395,298	$ 15,005,695
			FUND 7034 - COLLECTION OPERATING													
			09034 - SOLID WASTE COLLECTION													
			OPERATING EXPENSES													
217	5303401	7034	Contract Services	$ 8,353,933	Calculated	$ 8,979,906	$ 9,288,436	$ 9,804,550	$ 10,454,772	$ 11,132,363	$ 11,841,160	$ 12,577,524	$ 13,343,612	$ 14,144,490	$ 14,976,060	$ 15,847,929
218	5304902	7034	Advertising - Other	212	Calculated	750	-	47,662	48,395	49,078	49,711	50,294	50,827	51,310	51,742	52,149
219	5304701	7034	Printing & Binding	7,888	Inflation	10,000	10,000	10,220	10,445	10,675	10,909	11,149	11,395	11,645	11,902	12,163
220	5304205	7034	Postage and Freight	39,822	Inflation	30,000	30,000	30,660	31,335	32,024	32,728	33,448	34,184	34,936	35,705	36,490
221	5304921	7034	Oper EXP - RMB Special Assessment	-	Inflation	1,000	1,000	1,022	1,044	1,067	1,091	1,115	1,139	1,165	1,190	1,216
222	5304933	7034	Fees/Costs - Cost Allocation Plan	29,053	Inflation	29,053	37,949	N/A	N/A	N/A	N/A	N/A	-	-	-	-
223	5304934	7034	Fees & Costs - TC Commission	-	Calculated	199,863	203,695	215,238	220,483	223,477	226,421	229,044	231,478	233,759	235,724	237,602
224	5304936	7034	Fees/Costs - Tax Collector	174,869	Inflation	-	-	-	-	-	-	-	-	-	-	-
225	5304940	7034	Fees/Cossts - Prop Appraiser	181,060	Calculated	299,795	305,543	322,857	330,725	335,215	339,631	343,566	347,217	350,638	353,586	356,403
226	5304959	7034	Fees/Costs - Bank Charges	29	Inflation	50	50	51	52	53	55	56	57	58	60	61
227			TOTAL OPERATING EXPENSES	$ 8,786,867		$ 9,550,417	$ 9,876,673	$ 10,432,260	$ 11,097,251	$ 11,783,952	$ 12,501,707	$ 13,246,196	$ 14,019,910	$ 14,828,001	$ 15,665,968	$ 16,544,014
228	Cont	Cont	Operating Contingency (1.0% of O&M)	-	Calculated	95,504	98,767	104,323	110,973	117,840	125,017	132,462	140,199	148,280	156,660	165,440
229			**TOTAL OPERATIONS EXPENSES - SOLID WASTE COLLECTION**	$ 8,786,867		$ 9,645,921	$ 9,975,440	$ 10,536,583	$ 11,208,223	$ 11,901,792	$ 12,626,724	$ 13,378,658	$ 14,160,109	$ 14,976,281	$ 15,822,627	$ 16,709,454
			FUND 4461 - FUTURE CELL CONSTRUCTION													
			OPERATING EXPENSES													
230	5303101	4461	Professional Services	$ -	Inflation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
231	5304933	4461	Fees/Costs - Cost Allocation Plan	38,907	Inflation	38,907	30,554	31,226	31,913	32,615	33,333	34,066	34,816	35,582	36,364	37,164
232	5304959	4461	Fees/Costs - Bank Charges	4	Inflation	50	50	51	52	53	55	56	57	58	60	61
233			TOTAL OPERATING EXPENSES	$ 38,911		$ 38,957	$ 30,604	$ 31,277	$ 31,965	$ 32,669	$ 33,387	$ 34,122	$ 34,873	$ 35,640	$ 36,424	$ 37,225
234			**TOTAL FUTURE CELL CONSTRUCTION EXPENSES**	$ 2,364,349		$ 38,957	$ 30,604	$ 31,277	$ 31,965	$ 32,669	$ 33,387	$ 34,122	$ 34,873	$ 35,640	$ 36,424	$ 37,225
			FUND 4471 - CAPITAL													
			OPERATING EXPENSES													
235	5303101	4471	Professional Services	$ -	Inflation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
236	5304902	4471	Advertising - Other	-	Inflation	-	-	-	-	-	-	-	-	-	-	-
237	5304924	4471	Fees - Permit Applications	-	Inflation	-	-	-	-	-	-	-	-	-	-	-
238	5304933	4471	Fees/Costs - Cost Allocation Plan	36,416	Inflation	36,416	40,774	41,671	42,588	43,525	44,482	45,461	46,461	47,483	48,528	49,595
239	5304946	4471	Fees/Costs - Admin/Other	8,436	Inflation	-	-	-	-	-	-	-	-	-	-	-
240	5304955	4471	Fees/Costs - Fleet Capital Recovery	-	Inflation	-	-	-	-	-	-	-	-	-	-	-
241	5304959	4471	Fees/Costs - Bank Charges	5	Inflation	45	45	46	47	48	49	50	51	52	54	55
242			TOTAL OPERATING EXPENSES	$ 44,858		$ 36,461	$ 40,819	$ 41,717	$ 42,635	$ 43,573	$ 44,531	$ 45,511	$ 46,512	$ 47,536	$ 48,581	$ 49,650
243			**TOTAL CAPITAL EXPENSES**	$ 1,061,059		$ 36,461	$ 40,819	$ 41,717	$ 42,635	$ 43,573	$ 44,531	$ 45,511	$ 46,512	$ 47,536	$ 48,581	$ 49,650
			FUND 4481 - Disaster / Debris Removal													
			OPERATING EXPENSES													
244	5305201	4481	Operating Supplies	$ 15,941	Inflation	$ 1,500	$ 1,500	$ 1,533	$ 1,567	$ 1,601	$ 1,636	$ 1,672	$ 1,709	$ 1,747	$ 1,785	$ 1,825
245	5304959	4481	Fees/Costs - Bank Charges	23	Inflation	15	15	15	16	16	16	17	17	17	18	18
246			TOTAL OPERATING EXPENSES	$ 8,415,821		$ 251,515	$ 251,515	$ 257,048	$ 262,703	$ 268,483	$ 274,389	$ 280,426	$ 286,595	$ 292,901	$ 299,344	$ 305,930
247			**TOTAL DIASTER / DEBRIS REMOVAL**	$ 8,415,821		$ 251,515	$ 261,515	$ 267,048	$ 272,703	$ 278,483	$ 284,389	$ 290,426	$ 296,595	$ 302,901	$ 309,344	$ 315,930
248	Cont	Cont	Operating Contingency (1.0% of O&M)	-	Calculated	104,814	121,740	120,435	123,644	128,567	131,478	135,106	140,637	143,845	147,896	154,085
249			**TOTAL EXPENSES**	$ 35,014,011		$ 20,232,123	$ 22,271,178	$ 22,700,507	$ 23,696,288	$ 24,887,032	$ 25,906,048	$ 27,024,391	$ 28,364,443	$ 29,504,664	$ 30,760,172	$ 32,272,039

Exhibit 6
Hernando County, FL
Fiscal Year 2026 Solid Waste Analysis

Capital Improvement Funding Plan [1]

Line No.	Project Description	Escalation Factor	Funding Source	Projected Fiscal Year ending September 30 2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	Total
	CIP Escalation Factor Alternatives														
	General Project Escalators														
1	No Assumed Escalation	None		1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	
2	CBO Forecast	Inflation		1.000	1.022	1.022	1.022	1.022	1.022	1.022	1.022	1.022	1.022	1.022	
3	ENR Index	ENR		1.000	1.031	1.031	1.031	1.031	1.031	1.031	1.031	1.031	1.031	1.031	
4	High Increase	High		1.000	1.050	1.050	1.050	1.050	1.050	1.050	1.050	1.050	1.050	1.050	
	Solid Waste Fund Capital Projects														
5	Composting Facility - Design -5303103 (110550) F4471	None	Cap/R&R	$ 278,359	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 278,359
6	Composting Facility - Const. - 5626301 (110550) F4471	None	Cap/R&R	-	3,100,000	-	-	-	-	-	-	-	-	-	3,100,000
7	Adminstration Building - 5626201 (107960) (C-PO/RO)	None	Cap/R&R	854,875	-	-	-	-	-	-	-	-	-	-	854,875
8	Class I Cell 4 -5666572(110530)(C/PO/RO) Fund 4421	None	ExistDebt	843,349	-	-	-	-	-	-	-	-	-	-	843,349
9	Class I Landfill Cell 4 Construction (Second Funding Source)	None	Debt1	-	-	-	-	-	-	-	-	-	-	-	-
10	Class I Landfill Cell 4 Construction (Third Funding Source)	None	Op	-	-	-	-	-	-	-	-	-	-	-	-
11	Class I Cell 4 -5666572 (110530)(C/PO/RO) Fund 4461	None	Future	7,419,584	-	-	-	-	-	-	-	-	-	-	7,419,584
12	Class I Landfill Cell 4 Construction (Second Funding Source)	None	ExistDebt	800,116	-	-	-	-	-	-	-	-	-	-	800,116
13	West Conven.Center Concrete - 5626301(PO) (111901)	None	Cap/R&R	290,903	-	-	-	-	-	-	-	-	-	-	290,903
14	Cell 3 Lat. Gas Coll. Sys-5303103 (111840)(D/PO/RO)	None	Cap/R&R	150,106	-	-	-	-	-	-	-	-	-	-	150,106
15	Recycling Bldg Const. - 5626301 F4471	None	Cap/R&R	-	2,000,000	-	-	-	-	-	-	-	-	-	2,000,000
16	**Subtotal Solid Waste Fund Capital Projects**			$ 11,137,292	$ 5,100,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 16,237,292
	Capital Outlay														
17	Capital Outlay - Fund 4411 - Operating	None	Cap/R&R	$ 114,500	$ 100,000	$ 100,000	$ 100,000	$ 100,000	$ 100,000	$ 100,000	$ 100,000	$ 100,000	$ 100,000	$ 100,000	$ 1,114,500
18	Capital Outlay - Fund 4471 - Capital	None	Cap/R&R	1,537,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	11,537,000
19	Subtotal Capital Outlay			1,651,500	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000	12,651,500
20	**Total Capital Improvement Plan - Disposal System**			$ 12,788,792	$ 6,200,000	$ 1,100,000	$ 1,100,000	$ 1,100,000	$ 1,100,000	$ 1,100,000	$ 1,100,000	$ 1,100,000	$ 1,100,000	$ 1,100,000	$ 28,888,792
	Project Funding Sources Summary														
21	Rate Revenues		Rev-Rates	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
22	Operating Fund		Op	-	-	-	-	-	-	-	-	-	-	-	-
23	Capital / Renewal and Replacement Fund		Cap/R&R	3,725,743	6,200,000	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000	19,825,743
24	Future Cell Construction Fund		Future	7,419,584	-	-	-	-	-	-	-	-	-	-	7,419,584
25	Grants		Grant	-	-	-	-	-	-	-	-	-	-	-	-
26	Existing Debt Proceeds		ExistDebt	1,643,465	-	-	-	-	-	-	-	-	-	-	1,643,465
27	New Debt - Senior - 1		Debt1	-	-	-	-	-	-	-	-	-	-	-	-
28	**Grand Total Funding Sources**			$ 12,788,792	$ 6,200,000	$ 1,100,000	$ 1,100,000	$ 1,100,000	$ 1,100,000	$ 1,100,000	$ 1,100,000	$ 1,100,000	$ 1,100,000	$ 1,100,000	$ 28,888,792

Footnotes:
[1] Amounts as provided by County Staff.

Exhibit 7
Hernando County, FL
Fiscal Year 2026 Solid Waste Analysis

Projected Revenue Requirements and Revenue Sufficiency

Line No.	Description	Allocation Basis	Collection	Disposal	Fiscal Year Ending September 30, 2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
	Operation and Maintenance Expenses *(Excludes Changes in Closure Liability):*														
1	Fund 4411 - Operating	Calculated			$ 10,154,455	$ 11,841,060	$ 11,703,447	$ 12,017,117	$ 12,501,949	$ 12,785,538	$ 13,140,568	$ 13,685,717	$ 13,998,462	$ 14,395,298	$ 15,005,695
2	Fund 7034 - Collection Operating				9,550,417	9,876,673	10,432,260	11,097,251	11,783,952	12,501,707	13,246,196	14,019,910	14,828,001	15,665,968	16,544,014
3	Fund 4431 - Closure & Long-Term Care	Calculated			-	-	-	-	-	-	-	-	-	-	-
4	Fund 4461 - Future Cell Construction	Calculated			38,957	30,604	31,277	31,965	32,669	33,387	34,122	34,873	35,640	36,424	37,225
5	Fund 4471 - Capital	Calculated			36,461	40,819	41,717	42,635	43,573	44,531	45,511	46,512	47,536	48,581	49,650
6	Fund 4481 - Disaster and Debris Removal	Calculated			251,515	261,515	267,048	272,703	278,483	284,389	290,426	296,595	302,901	309,344	315,930
7	Adjustment for Contingency (1.00% of O&M)	Calculated			200,318	220,507	224,757	234,617	246,406	256,496	267,568	280,836	292,125	304,556	319,525
8	Total Operation and Maintenance Expenses (Excludes Changes in Closure Liability):				$ 20,232,123	$ 22,271,178	$ 22,700,507	$ 23,696,288	$ 24,887,032	$ 25,906,048	$ 27,024,391	$ 28,364,443	$ 29,504,664	$ 30,760,172	$ 32,272,039
	Debt Service Payments:														
9	Proposed Debt Service	Calculated			$ 1,238,131	$ 1,235,631	$ 1,237,298	$ 1,233,048	$ 1,232,965	$ 1,236,798	$ 1,234,465	$ 1,231,131	$ 1,231,715	$ 1,232,815	$ 1,236,281
10	Total Debt Service Payments				$ 1,238,131	$ 1,235,631	$ 1,237,298	$ 1,233,048	$ 1,232,965	$ 1,236,798	$ 1,234,465	$ 1,231,131	$ 1,231,715	$ 1,232,815	$ 1,236,281
	Other Transfers and Funding Requirements:	Calculated													
11	Capital Funded From Rates	Calculated			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12	Transfer to Future Cell Construction Fund 4461	Calculated			593,623	611,439	628,369	644,335	659,815	1,198,610	1,237,817	1,277,412	1,317,369	1,357,661	1,398,699
13	Transfer to Capital / Renewal and Replacement Fund 4471	Calculated			169,664	31,337	212,429	221,244	156,272	291,319	325,685	400,052	334,742	375,176	459,291
14	Transfer to Emergency Reserve Fund	Calculated			300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000
15	Transfer to Closure and Long-Term Care, Croom	Calculated			37,958	38,793	39,647	40,519	41,410	42,321	43,252	44,204	45,176	46,170	47,186
16	Transfer to Closure and Long-Term Care, Class I	Calculated			2,750,250	616,842	124,417	123,930	123,301	122,524	121,588	120,486	119,208	117,746	116,088
17	Transfer to Closure and Long-Term Care, Cell 4	Calculated			-	634,824	960,885	995,978	1,031,637	1,088,206	1,146,700	1,207,153	1,269,599	1,334,075	1,400,999
18	Transfer to Operating Reserves	Calculated			-	562,040	(43,336)	106,567	163,455	31,381	472,241	723,259	1,387,592	1,905,898	2,213,968
19	Total Other Transfers and Funding Requirements				$ 3,851,495	$ 2,795,274	$ 2,222,412	$ 2,432,572	$ 2,475,891	$ 3,074,362	$ 3,647,284	$ 4,072,565	$ 4,773,687	$ 5,436,726	$ 5,936,231
20	Gross Revenue Requirements				$ 25,321,749	$ 26,302,084	$ 26,160,216	$ 27,361,908	$ 28,595,887	$ 30,217,207	$ 31,906,139	$ 33,668,140	$ 35,510,065	$ 37,429,712	$ 39,444,552
	Less Income and Funds from Other Sources:														
21	Interest Income	Disposal	0%	100%	$ 288,425	$ 215,245	$ 166,535	$ 155,499	$ 145,610	$ 135,896	$ 129,171	$ 127,450	$ 131,486	$ 142,757	$ 159,971
22	Franchise Fees	Disposal	0%	100%	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000
23	Excess Fees - Tax Collector	Assessment	53%	47%	154,649	165,101	175,555	186,344	197,566	209,228	221,338	233,904	246,933	260,428	274,528
24	Compost Revenues	Disposal	0%	100%	-	-	-	-	-	-	-	-	-	-	-
25	Miscellaneous Revenues	Disposal	0%	100%	239,306	240,094	242,728	245,487	248,378	251,406	254,577	257,899	261,380	265,025	268,843
26	Transfer from Operating Reserves	Disposal	0%	100%	-	-	-	-	-	-	-	-	-	-	-
27	Convenience Center Revenue	Disposal	0%	100%	156,590	500,381	500,381	500,381	500,381	500,381	500,381	500,381	500,381	500,381	500,381
28	Net Revenue Requirements from Rates				$ 24,452,779	$ 25,151,264	$ 25,045,018	$ 26,244,196	$ 27,473,952	$ 29,090,297	$ 30,770,672	$ 32,518,505	$ 34,339,886	$ 36,231,121	$ 38,210,827
	Disposal Fee Revenue:														
	Existing Rate Revenues:														
29	Assessment Revenue				$ 8,672,983	$ 8,839,239	$ 8,991,246	$ 9,129,001	$ 9,257,255	$ 9,376,011	$ 9,485,264	$ 9,585,018	$ 9,675,272	$ 9,756,025	$ 9,832,028
30	Tip Fee Revenue				4,805,454	4,759,861	4,470,863	4,181,865	3,895,161	3,895,163	3,895,164	3,895,165	3,895,166	3,895,167	3,895,168
31	Total Disposal Fee Revenue				$ 13,478,437	$ 13,599,100	$ 13,462,109	$ 13,310,866	$ 13,152,416	$ 13,271,174	$ 13,380,428	$ 13,480,183	$ 13,570,438	$ 13,651,192	$ 13,727,196
	Residential Assessment:														
32	Additional Incremental Rate Adjustments				0.00%	4.75%	4.75%	4.75%	4.75%	4.75%	4.75%	4.75%	4.75%	4.75%	4.75%
33	Effective Month				12	12	12	12	12	12	12	12	12	12	12
34	Percent of Current Month Effective				100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
35	Effective Incremental Rate Adjustment (%)				0.00%	4.75%	4.75%	4.75%	4.75%	4.75%	4.75%	4.75%	4.75%	4.75%	4.75%
36	Cumulative Prior Period Rate Adjustment (%)				N/A	0.00%	4.75%	9.73%	14.94%	20.40%	26.12%	32.11%	38.38%	44.95%	51.84%
	Charge for Service:														
37	Additional Incremental Rate Adjustments				0.00%	1.44%	4.75%	4.75%	4.75%	4.75%	4.75%	4.75%	4.75%	4.75%	4.75%
38	Effective Month				3	12	12	12	12	12	12	12	12	12	12
39	Percent of Current Month Effective				25.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
40	Recognized Incremental Rate Adjustment (%)				0.00%	1.44%	4.75%	4.75%	4.75%	4.75%	4.75%	4.75%	4.75%	4.75%	4.75%
41	Cumulative Prior Period Rate Adjustment (%)				N/A	0.00%	1.44%	6.26%	11.31%	16.59%	22.13%	27.93%	34.01%	40.38%	47.04%
	Additional Rate Revenues:														
	Current Period Rate Revenue Adjustment														
42	Residential Assessment Revenue				$ -	$ 419,864	$ 447,371	$ 475,801	$ 505,403	$ 536,201	$ 568,216	$ 601,466	$ 635,968	$ 671,736	$ 709,125
43	Tip Fee Revenue				-	68,575	215,426	211,072	205,939	215,722	225,968	236,702	247,945	259,723	272,060
	Cumulative Prior Period Rate Adjustment														
44	Residential Assessment Revenue				N/A	$ -	$ 427,084	$ 887,852	$ 1,382,811	$ 1,912,437	$ 2,477,171	$ 3,077,414	$ 3,713,520	$ 4,385,790	$ 5,096,926
45	Tip Fee Revenue				N/A	-	64,411	261,748	440,404	646,343	862,065	1,088,034	1,324,736	1,572,682	1,832,405
46	Total Disposal Fee Revenue Received				$ 13,478,437	$ 14,087,539	$ 14,616,400	$ 15,147,338	$ 15,686,973	$ 16,581,877	$ 17,513,848	$ 18,483,798	$ 19,492,607	$ 20,541,123	$ 21,637,713

Exhibit 7
Hernando County, FL
Fiscal Year 2026 Solid Waste Analysis

Projected Revenue Requirements and Revenue Sufficiency

Line No.	Description	Allocation Basis	Allocation Collection	Allocation Disposal	Fiscal Year Ending September 30, 2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
	Collection Fee Revenue:														
	Existing Rate Revenues:														
47	Assessment Revenue				$ 9,683,663	$ 9,869,341	$ 10,039,431	$ 10,193,829	$ 10,337,694	$ 10,471,028	$ 10,593,831	$ 10,706,100	$ 10,807,733	$ 10,898,728	$ 10,984,459
48	Total Collection Fee Revenue				$ 9,683,663	$ 9,869,341	$ 10,039,431	$ 10,193,829	$ 10,337,694	$ 10,471,028	$ 10,593,831	$ 10,706,100	$ 10,807,733	$ 10,898,728	$ 10,984,459
	Residential Assessment:														
49	Additional Incremental Rate Adjustments				0.00%	0.00%	3.88%	4.80%	4.74%	4.77%	4.75%	4.76%	4.79%	4.79%	4.80%
50	Effective Month				12	12	12	12	12	12	12	12	12	12	12
51	Percent of Current Month Effective				100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
52	Effective Incremental Rate Adjustment (%)				0.00%	0.00%	3.88%	4.80%	4.74%	4.77%	4.75%	4.76%	4.79%	4.79%	4.80%
53	Cumulative Prior Period Rate Adjustment (%)				N/A	0.00%	0.00%	3.88%	8.86%	14.02%	19.46%	25.14%	31.09%	37.38%	43.96%
	Additional Rate Revenues:														
	Current Period Rate Revenue Adjustment														
54	Residential Assessment Revenue				$ -	$ -	$ 389,186	$ 507,858	$ 533,511	$ 569,415	$ 601,706	$ 637,392	$ 679,342	$ 717,713	$ 759,697
	Cumulative Prior Period Rate Adjustment														
55	Residential Assessment Revenue				N/A	$ -	$ -	$ 395,172	$ 915,774	$ 1,467,977	$ 2,061,287	$ 2,691,214	$ 3,360,205	$ 4,073,557	$ 4,828,959
56	Total Collection Fee Revenue Received				$ 9,683,663	$ 9,869,341	$ 10,428,617	$ 11,096,858	$ 11,786,979	$ 12,508,420	$ 13,256,823	$ 14,034,707	$ 14,847,279	$ 15,689,998	$ 16,573,115
	Revenue Surplus / (Deficiency) Under Proposed Rate Adjustments														
57	Amount of Surplus / (Deficiency)				$ (1,290,679)	$ (1,194,384)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
58	As Percent of Existing Revenue				(9.58%)	(8.78%)	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

Exhibit 8
Hernando County, FL
Fiscal Year 2026 Solid Waste Analysis

Projected Cash Balances and Interest Earnings

Line No.	Description	Invest. Reference Cash	Invest. Reference Interest	Fiscal Year Ending September 30, 2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
	Ending Cash Balance Summary:													
1	Disposal Operating Fund 4411	(U)	(U)	$ 3,339,544	$ 3,031,826	$ 2,999,324	$ 3,079,249	$ 3,201,840	$ 3,274,354	$ 3,364,701	$ 3,502,439	$ 3,582,341	$ 3,683,230	$ 3,837,350
	Closure/Long-Term Care Escrow Fund 4431	(R)	(R)											
	Croom Landfill	(R)	(R)	-	-	-	-	-	-	-	-	-	-	-
2	NW Landfill Cells 1-3	(R)	(R)	15,257,124	7,067,334	7,036,709	6,997,886	6,950,400	6,893,767	6,827,481	6,751,013	6,663,812	6,565,303	6,454,886
3	NW Landfill C & D Cells 1 & 2	(R)	(U)	226,816	195,940	164,679	133,027	134,690	136,373	138,078	138,078	138,078	138,078	138,078
4	NW Landfill Cell 4	(R)	(R)	-	638,792	1,613,668	2,636,042	3,707,077	4,848,423	6,062,895	7,353,380	8,722,831	10,174,280	11,711,214
5	Future Cell Construction Fund 4461	(R)	(R)	6,366,166	7,061,004	7,781,563	8,527,195	9,297,724	10,620,047	11,998,351	13,433,725	14,927,250	16,479,987	18,093,427
6	Renewal & Replacement Fund 4471	(R)	(U)	13,039,258	6,541,934	5,639,494	4,783,344	3,876,445	3,022,596	2,626,141	2,507,679	3,046,076	4,122,225	5,537,329
7	C&D Spotter Fund	(R)	(U)	4,035	8,070	12,105	16,140	20,175	24,210	28,245	32,280	36,315	40,350	44,385
8	Disaster / Debris Removal Fund 4481	(R)	(R)	694,280	1,004,833	1,319,268	1,637,634	1,959,980	2,286,355	2,616,809	2,951,394	3,290,161	3,633,163	3,980,453
	Debt Proceeds Fund	(R)	(R)	1,643,465	1,643,465	1,643,465	1,643,465	1,643,465	1,643,465	1,643,465	1,643,465	1,643,465	1,643,465	1,643,465
	Debt Service Reserve Fund	(R)	(U)	-	-	-	-	-	-	-	-	-	-	-
	Debt Service Sinking Fund	(R)	(R)	-	-	-	-	-	-	-	-	-	-	-
9	Collection Operating Fund 7034			4,027,201	4,027,201	4,027,201	4,027,201	4,027,201	4,027,201	4,027,201	4,027,201	4,027,201	4,027,201	4,027,201
10	Total Projected End of Year Balances			$ 44,597,888	$31,220,398	$32,237,475	$33,481,182	$34,818,996	$36,776,790	$39,333,366	$42,340,653	$46,077,529	$50,507,282	$55,467,789
11	Total Projected End of Year Balances Without Closure Fund and Future Cell Fund			$22,747,782	$16,257,328	$15,640,856	$15,187,033	$14,729,105	$14,278,180	$14,306,561	$14,664,457	$15,625,559	$17,149,634	$19,070,183
12	Total Projected End of Year Balances Less All Closure / Capital Funds			**$ 9,010,209**	**$ 8,702,491**	**$ 8,669,989**	**$ 8,749,914**	**$ 8,872,505**	**$ 8,945,019**	**$ 9,035,366**	**$ 9,173,104**	**$ 9,253,006**	**$ 9,353,895**	**$ 9,508,015**
	Operating Revenue Fund 4411													
13	Adjusted Beginning Balance			$ 13,079,176	$ 3,339,544	$ 3,031,826	$ 2,999,324	$ 3,079,249	$ 3,201,840	$ 3,274,354	$ 3,364,701	$ 3,502,439	$ 3,582,341	$ 3,683,230
14	Transfers In - Operations			-	562,040	(43,336)	106,567	163,455	31,381	472,241	723,259	1,387,592	1,905,898	2,213,968
15	Transfers In - Debt Service Reserve			-	-	-	-	-	-	-	-	-	-	-
16	Transfers In - R&R / Capital Fund 4471			-	328,661	14,869	-	-	45,168	-	-	-	-	-
17	Transfers Out - Operations			1,290,679	1,194,384	-	-	-	-	-	-	-	-	-
22	Transfers Out / (In) - C&D Spotter Fund			4,035	4,035	4,035	4,035	4,035	4,035	4,035	4,035	4,035	4,035	4,035
23	Interest Rate			1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%
24	Interest Income	1	(U)	102,617	39,821	37,695	37,991	39,257	40,476	41,494	42,920	44,280	45,410	47,004
25	Use of Interest Income to Fund Revenue Requirements			102,617	39,821	37,695	37,991	39,257	40,476	41,494	42,920	44,280	45,410	47,004
26	Ending Balance - Subtotal			$ 3,339,544	$ 3,031,826	$ 2,999,324	$ 3,079,249	$ 3,201,840	$ 3,274,354	$ 3,364,701	$ 3,502,439	$ 3,582,341	$ 3,683,230	$ 3,837,350
27	Minimum Balance - 90 Days of Operation and Maintenance Expenses	90		2,610,296	3,031,826	2,999,324	3,079,249	3,201,840	3,274,354	3,364,701	3,502,439	3,582,341	3,683,230	3,837,350
28	Ending Balance			$ 3,339,544	$ 3,031,826	$ 2,999,324	$ 3,079,249	$ 3,201,840	$ 3,274,354	$ 3,364,701	$ 3,502,439	$ 3,582,341	$ 3,683,230	$ 3,837,350
					$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Closure/Long-Term Care Escrow Fund 4431				$ -	$ -			$ -					
	Closure - Croom Landfill Fund:													
29	Beginning Balance			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
30	Transfers In - Revenue Requirements			37,958	38,793	39,647	40,519	41,410	42,321	43,252	44,204	45,176	46,170	47,186
31	Transfers In -			-	-	-	-	-	-	-	-	-	-	-
32	Transfers In -			-	-	-	-	-	-	-	-	-	-	-
34	Transfers Out - Long-Term Care Expenses			37,958	38,793	39,647	40,519	41,410	42,321	43,252	44,204	45,176	46,170	47,186
35	Transfers Out -			-	-	-	-	-	-	-	-	-	-	-
36	Interest Rate			1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%
37	Interest Income	2	(R)	-	-	-	-	-	-	-	-	-	-	-
38	Use of Interest Income to Fund Revenue Requirements			-	-	-	-	-	-	-	-	-	-	-
39	Ending Balance			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Closure - NW Landfill Cells 1-3 Fund:													
40	Beginning Balance			$ 12,335,491	$ 15,257,124	$ 7,067,334	$ 7,036,709	$ 6,997,886	$ 6,950,400	$ 6,893,767	$ 6,827,481	$ 6,751,013	$ 6,663,812	$ 6,565,303
41	Transfers In - Revenue Requirements			2,750,250	616,842	124,417	123,930	123,301	122,524	121,588	120,486	119,208	117,746	116,088
43	Transfers Out - Closure Expense			-	8,945,293	-	-	-	-	-	-	-	-	-
44	Transfers Out - Long-Term Care Expense			-	-	242,645	249,925	257,422	265,145	273,099	281,292	289,731	298,423	307,376
45	Interest Rate			1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%
46	Interest Income	2	(R)	171,383	138,661	87,603	87,171	86,635	85,989	85,225	84,338	83,322	82,168	80,871
47	Use of Interest Income to Fund Revenue Requirements			-	-	-	-	-	-	-	-	-	-	-
48	Ending Balance			$ 15,257,124	$ 7,067,334	$ 7,036,709	$ 6,997,886	$ 6,950,400	$ 6,893,767	$ 6,827,481	$ 6,751,013	$ 6,663,812	$ 6,565,303	$ 6,454,886
	Closure - NW Landfill C&D Cells 1 & 2 Fund:													
49	Beginning Balance			$ 257,310	$ 226,816	$ 195,940	$ 164,679	$ 133,027	$ 134,690	$ 136,373	$ 138,078	$ 138,078	$ 138,078	$ 138,078
	Transfers Out - Long-Term Care Expense			33,501	33,501	33,501	33,501	-	-	-	-	-	-	-
51	Interest Rate			1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%
52	Interest Income	2	(U)	3,007	2,626	2,240	1,849	1,663	1,684	1,705	1,726	1,726	1,726	1,726
53	Use of Interest Income to Fund Revenue Requirements			-	-	-	-	-	-	-	1,726	1,726	1,726	1,726
54	Ending Balance			$ 226,816	$ 195,940	$ 164,679	$ 133,027	$ 134,690	$ 136,373	$ 138,078	$ 138,078	$ 138,078	$ 138,078	$ 138,078
	Closure - NW Landfill Future Cell 4 Fund:													
55	Beginning Balance			$ -	$ -	$ 638,792	$ 1,613,668	$ 2,636,042	$ 3,707,077	$ 4,848,423	$ 6,062,895	$ 7,353,380	$ 8,722,831	$ 10,174,280
56	Transfers In - Revenue Requirements			-	634,824	960,885	995,978	1,031,637	1,088,206	1,146,700	1,207,153	1,269,599	1,334,075	1,400,999
57	Interest Rate			1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%
58	Interest Income	2	(R)	-	3,968	13,990	26,396	39,398	53,140	67,772	83,331	99,852	117,373	1
60	Ending Balance			$ -	$ 638,792	$ 1,613,668	$ 2,636,042	$ 3,707,077	$ 4,848,423	$ 6,062,895	$ 7,353,380	$ 8,722,831	$ 10,174,280	$ 11,7

Exhibit 8
Hernando County, FL
Fiscal Year 2026 Solid Waste Analysis

Projected Cash Balances and Interest Earnings

Line No.	Description	Invest. Reference Cash	Interest	Fiscal Year Ending September 30, 2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
	Future Cell Construction Fund 4461													
61	Beginning Balance			$ 13,071,397	$ 6,366,166	$ 7,061,004	$ 7,781,563	$ 8,527,195	$ 9,297,724	$ 10,620,047	$ 11,998,351	$ 13,433,725	$ 14,927,250	$ 16,479,987
62	Transfers In - Revenue Requirements			593,623	611,439	628,369	644,335	659,815	1,198,610	1,237,817	1,277,412	1,317,369	1,357,661	1,398,699
63	Transfers In - Capacity Reservation			-	-	-	-	-	-	-	-	-	-	-
64	Transfers Out - Capital Improvements			7,419,584	-	-	-	-	-	-	-	-	-	-
65	Interest Rate			1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%
66	Interest Income	3	(R)	120,730	83,399	92,190	101,297	110,714	123,713	140,487	157,963	176,155	195,076	214,742
67	Use of Interest Income to Fund Revenue Requirements			-	-	-	-	-	-	-	-	-	-	-
68	Ending Balance			$ 6,366,166	$ 7,061,004	$ 7,781,563	$ 8,527,195	$ 9,297,724	$ 10,620,047	$ 11,998,351	$ 13,433,725	$ 14,927,250	$ 16,479,987	$ 18,093,427
	Capital / Renewal & Replacement Fund 4471													
69	Beginning Balance			$ 8,150,419	$ 13,039,258	$ 6,541,934	$5,639,494	$4,783,344	$3,876,445	$3,022,596	$2,626,141	$2,507,679	$3,046,076	$4,122,225
70	Transfers In - Revenue Requirements			169,664	31,337	212,429	221,244	156,272	291,319	325,685	400,052	334,742	375,176	459,291
71	Transfers In - Future Cell Construction Fund 4461			-	-	-	-	-	-	-	-	-	-	-
72	Transfers In - Operating Reserves			8,444,918	-	-	22,607	36,829	-	377,859	581,486	1,303,655	1,800,974	2,055,813
73	Transfers Out - Capital Improvements			3,725,743	6,200,000	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000
74	Transfers Out - Operating Reserves			-	328,661	14,869	-	-	45,168	-	-	-	-	-
76	Interest Rate			1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%
77	Interest Income	4	(U)	132,435	122,382	76,134	65,143	54,124	43,119	35,305	32,086	34,711	44,802	60,372
78	Use of Interest Income to Fund Revenue Requirements			132,435	122,382	76,134	65,143	54,124	43,119	35,305	32,086	34,711	44,802	60,372
79	Ending Balance			$ 13,039,258	$ 6,541,934	$5,639,494	$4,783,344	$ 3,876,445	$ 3,022,596	$ 2,626,141	$ 2,507,679	$ 3,046,076	$ 4,122,225	$ 5,537,329
	Collection Fund 7034													
80	Adjusted Beginning Balance			$ 4,027,201	$ 4,027,201	$ 4,027,201	$ 4,027,201	$ 4,027,201	$ 4,027,201	$ 4,027,201	$ 4,027,201	$ 4,027,201	$ 4,027,201	$ 4,027,201
81	Transfers In - Operations			-	-	-	-	-	-	-	-	-	-	-
89	Interest Rate			1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%
90	Interest Income	1	(U)	50,340	50,340	50,340	50,340	50,340	50,340	50,340	50,340	50,340	50,340	50,340
91	Use of Interest Income to Fund Revenue Requirements			50,340	50,340	50,340	50,340	50,340	50,340	50,340	50,340	50,340	50,340	50,340
94	Ending Balance			$ 4,027,201	$ 4,027,201	$ 4,027,201	$ 4,027,201	$ 4,027,201	$ 4,027,201	$ 4,027,201	$ 4,027,201	$ 4,027,201	$ 4,027,201	$ 4,027,201
	C&D Spotter Fund													
95	Beginning Balance			$ -	$ 4,035	$8,070	$12,105	$16,140	$20,175	$24,210	$28,245	$32,280	$36,315	$40,350
96	Transfers In - Operating Reserves			4,035	4,035	4,035	4,035	4,035	4,035	4,035	4,035	4,035	4,035	4,035
97	Transfers In -			-	-	-	-	-	-	-	-	-	-	-
98	Transfers In -			-	-	-	-	-	-	-	-	-	-	-
101	Transfers Out -			-	-	-	-	-	-	-	-	-	-	-
102	Interest Rate			1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%
103	Interest Income	4	(U)	25	76	126	177	227	277	328	378	429	479	530
104	Use of Interest Income to Fund Revenue Requirements			25	76	126	177	227	277	328	378	429	479	530
105	Ending Balance			$ 4,035	$ 8,070	$12,105	$16,140	$ 20,175	$ 24,210	$ 28,245	$ 32,280	$ 36,315	$ 40,350	$ 44,385
	Disaster / Debris Removal Reserve Fund													
106	Beginning Balance			$ 387,560	$ 694,280	$1,004,833	$1,319,268	$1,637,634	$1,959,980	$2,286,355	$2,616,809	$2,951,394	$3,290,161	$3,633,163
107	Transfers In - Revenue Requirements			300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000
109	Transfers In -			-	-	-	-	-	-	-	-	-	-	-
112	Transfers Out -			-	-	-	-	-	-	-	-	-	-	-
113	Interest Rate			1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%
114	Interest Income	4	(R)	6,720	10,553	14,435	18,366	22,345	26,375	30,454	34,585	38,767	43,002	47,290
115	Use of Interest Income to Fund Revenue Requirements			-	-	-	-	-	-	-	-	-	-	-
116	Ending Balance			$ 694,280	$ 1,004,833	$1,319,268	$1,637,634	$ 1,959,980	$ 2,286,355	$ 2,616,809	$ 2,951,394	$ 3,290,161	$ 3,633,163	$ 3,980,453
	Debt Proceeds Fund													
117	Beginning Balance			$ 1,643,465	$ 1,643,465	$ 1,643,465	$ 1,643,465	$ 1,643,465	$ 1,643,465	$ 1,643,465	$ 1,643,465	$ 1,643,465	$ 1,643,465	$ 1,643,465
118	Transfers In			-	-	-	-	-	-	-	-	-	-	-
119	Transfers Out - Capital Improvements			-	-	-	-	-	-	-	-	-	-	-
123	Ending Balance	(R)		$ 1,643,465	$ 1,643,465	$ 1,643,465	$ 1,643,465	$ 1,643,465	$ 1,643,465	$ 1,643,465	$ 1,643,465	$ 1,643,465	$ 1,643,465	$ 1,643,465
	Debt Service Sinking Fund													
131	Beginning Balance			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
132	Transfers In - Accrued Debt Service	(R)		1,238,131	1,235,631	1,237,298	1,233,048	1,232,965	1,236,798	1,234,465	1,231,131	1,231,715	1,232,815	1,236,281
133	Transfers Out - Debt Payment			1,238,131	1,235,631	1,237,298	1,233,048	1,232,965	1,236,798	1,234,465	1,231,131	1,231,715	1,232,815	1,236,281
137	Ending Balance			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	INTEREST INCOME SUMMARY:													
	By Restricted and Unrestricted - Rate Covenant													
	Unrestricted Interest Income		(U)	$ 288,425	$ 215,245	$ 166,535	$ 155,499	$ 145,610	$ 135,896	$ 129,171	$ 127,450	$ 131,486	$ 142,757	$ 159,971
	Restricted Interest Income		(R)	298,832	236,581	208,218	233,230	259,093	289,216	323,939	360,218	398,097	437,620	478,837
	Total Interest Income			$ 587,257	$ 451,826	$ 374,753	$ 388,729	$ 404,703	$ 425,112	$ 453,110	$ 487,668	$ 529,582	$ 580,377	$ 6

Exhibit 9
Hernando County, FL
Fiscal Year 2026 Solid Waste Analysis

Solid Waste Rate Comparison with Other Solid Waste Facilities [1]

Line No.	Description	Population	Tipping Fees per Ton: Total	MSW / Garbage	Construction Debris	Yard Waste
1	Hernando County - Existing	225,830	$315.41	62.47	78.47	56.27
2	Hernando County - Proposed (2027)		320.07	63.37	85.00	57.09
	Other Solid Waste Systems:					
3	Broward County	2,012,945	$512.00	$100.00	$100.00	$75.00
4	Charlotte County	222,968	324.64	48.90	48.90	48.90
5	Citrus County	173,511	411.00	46.00	134.00	33.00
6	Collier County	417,540	261.91	90.35	96.55	57.50
7	DeSoto County	37,267	284.80	42.00	42.00	42.00
8	Hillsborough County	1,577,032	510.77	141.00	104.00	65.00
9	Lee County	889,547	357.11	69.83	70.25	48.92
10	Manatee County	477,444	283.80	46.00	65.00	44.00
11	Miami-Dade County	2,791,914	702.00	115.80	115.80	115.80
12	Orange County	1,535,016	300.00	54.20	41.10	46.80
13	Palm Beach County	1,577,304	498.83	42.00	80.00	35.00
14	Pasco County	692,842	389.68	104.03	104.03	104.03
15	Polk County	898,146	346.05	46.00	46.00	36.50
16	Sarasota County	483,927	263.96	60.85	59.91	47.43
17	Seminole County	494,104	305.00	41.63	41.63	41.63
18	Other Solid Waste Systems' Average	952,100	$383.44	$69.91	$76.61	$56.10
19	Minimum	37,267	$261.91	$41.63	$41.10	$33.00
20	Maximum	2,791,914	$702.00	$141.00	$134.00	$115.80

RESOLUTION NO. 2026-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA, ADOPTING INCREASED ANNUAL SOLID WASTE DISPOSAL ASSESSMENTS FOR THE PROVISION OF SOLID WASTE DISPOSAL SERVICES WITHIN THE BOUNDARIES OF THE HERNANDO COUNTY SOLID WASTE DISPOSAL AND RESOURCE RECOVERY SYSTEM DISTRICT, WHICH INCLUDES ALL REAL PROPERTY LOCATED IN THE COUNTY; INCORPORATING WHEREAS CLAUSES; PROVIDING DEFINITIONS; ADOPTING INCREASED SOLID WASTE DISPOSAL ASSESSMENTS FOR DISPOSAL OF SOLID WASTE FROM RESIDENTIAL REAL PROPERTY WITHIN HERNANDO COUNTY; PROVIDING FOR SOLID WASTE DISPOSAL ASSESSESSMENTS TO CONSTITUTE LIENS ON REAL PROPERTY AND FOR ISSUANCE AND SALE OF TAX CERTIFICATES FOR UNPAID ASSESSMENTS; PROVIDING FOR APPLICATION OF SOLID WASTE DISPOSAL ASSESSMENTS TO ASSESSMENT ROLL SUBMITTED TO THE TAX COLLECTOR; REPEALING AND SUPERSEDING PRIOR AND CONFLICTING RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING EFFECTIVE DATES.

WHEREAS, Paragraph 125.01(1)(k), Florida Statutes, authorizes and empowers the Board of County Commissioners of Hernando County, Florida, to provide and regulate waste disposal; and

WHEREAS, pursuant to Subsection 403.706(1), Florida Statutes, the Board of County Commissioners of Hernando County has the responsibility and power to provide for the operation of solid waste disposal facilities to meet the needs of all incorporated and unincorporated areas of the County; and

WHEREAS, pursuant to Article II of Chapter 14, Hernando County Code of Ordinances, Hernando County owns and operates a solid waste management facility to provide adequate solid waste disposal for the County; and

WHEREAS, Subsection 403.706(1) authorizes Hernando County to charge reasonable fees for the handling and disposal of solid waste at its solid waste management facility; and

WHEREAS, Subsection 403.706(1) requires solid waste management fees collected on a countywide basis to be used to provide sold waste management services on a countywide basis; and

WHEREAS, Paragraph 14-64.14(b)(2), Hernando County Code of Ordinances, requires the Board of County Commissioners to adopt a resolution incorporating a determination of annual rates, fees, charges, assessments or service charges to be imposed upon the owners of real property in the County to be levied and assessed against the real property and collected as provided in Division 3 of Article II of Chapter 14, Hernando County Code of Ordinances; and

WHEREAS, Subsection 14-64.15(a), Hernando County Code of Ordinances, provides

that the annual solid waste disposal assessment incorporated in the rate resolution is applicable to each parcel of real property within the County, which constitutes the Hernando County Solid Waste Disposal and Resource Recovery System District, and shall be the rate and charge for each unit multiplied by the number of units on each parcel; and

WHEREAS, pursuant to Section 14-64.26, Hernando County Code of Ordinances, and Section 197.3632, Florida Statutes, the Tax Collector will include the annual solid waste disposal assessments on the ad valorem tax bills and will utilize the collection methodology used for ad valorem taxes; and

WHEREAS, on July 8th, 2025, the Board of County Commissioners of Hernando County adopted Resolution No. 2025-122, which established annual rates, fees, charges, and assessments for the disposal of solid waste through Hernando County's solid waste management system; and

WHEREAS, the County retained Raftelis Financial Consultants, Inc., to prepare a report entitled Hernando County Solid Waste FY26 Rate Study dated May 4, 2026 (the "Report"), relating to rates, fees, assessments, and other charges to fund the solid waste disposal and resource recovery system, which Report is incorporated in this Resolution by reference; and

WHEREAS, based on the Report, the consultant retained by the County and County staff have recommended changes to solid waste disposal assessments to be levied and assessed against real property within the County for the solid waste management facility and the solid waste resource and recovery system; and

WHEREAS, the Board of County Commissioners has reviewed the recommended changes and has determined that the increased solid waste disposal assessments set forth in this Resolution are necessary to assist in paying for the costs of providing disposal services at the solid waste management facility and to finance operation and maintenance of the solid waste disposal and resource recovery system in a fiscally responsible manner; and

WHEREAS, Paragraph 197.3632(4)(a), Florida Statutes, requires the County to adopt non-ad valorem assessments at a public hearing if the non-ad valorem assessment is increased beyond the maximum rate authorized by law at the time of initial imposition; and

WHEREAS, Paragraph 197.3632(4)(b), Florida Statutes, requires that notice shall sent by first-class United States mail to the owners of property subject to the assessment; and

WHEREAS, in 2019 notice was mailed to each person owning property subject to the assessment which listed the proposed assessments for calendar year 2020 and the maximum assessments for future years; and

WHEREAS, Notice of Public Hearing to consider this Resolution has been mailed to the owners of new parcels of property subject to the assessment; and

WHEREAS, Paragraph 197.3632(4)(b), Florida Statutes, requires that notice of the hearing shall be published at least 20 days prior to the public hearing; and

WHEREAS, Subsection 14-64.14(b) requires that the resolution incorporating the solid

waste disposal assessments must be adopted by the Board of County Commissioners after a public hearing; and

WHEREAS, Subsection 14-64.14(b) requires that notice of the time, place and purpose of the public hearing shall be given by publication once each week for two (2) weeks prior to the hearing; and

WHEREAS, Notice of Public Hearing to consider this Resolution was duly published in Hernando County; and

WHEREAS, on June 9th, 2026, the Board of County Commissioners held a public hearing to consider this Resolution; and

WHEREAS, at the public hearing, the Board of County Commissioners received written comments and heard testimony from all interested persons; and

WHEREAS, the Board of County Commissioners finds that it is in the best interest of the County and the solid waste disposal and resource recovery system to adopt increased solid waste disposal assessments for disposal of solid waste from residential real property within the County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA:

SECTION 1. The Whereas clauses contained in this Resolution are true and correct and are incorporated herein by reference.

SECTION 2. The Board of County Commissioners recognizes that residential and commercial customers are distinctly different in the manner of payment and accounting for solid waste disposal services as follows:

Residential Customers – Hernando County residents owning or residing on property assessed under the Hernando County Solid Waste Disposal Assessments. These assessments allow for the disposal of residential solid waste generated within the household and lawn maintenance debris.

The allowable amounts of solid waste for residential customers exclude additional materials that require disposal. The assessments do NOT cover the following: personal watercraft, travel trailers, mobile homes, demolition of homes, furniture, tires, land clearing debris (entire trees and stumps), construction and demolition debris or solid waste or yard trash that is disposed of directly at the three (3) solid waste management facilities rather than through the curbside collection program. Tipping fees and charges are paid for disposal of these materials at the solid waste management facilities.

Non-Residential Customers – All other customers not covered in the residential customer category as defined above, including, but not limited to, all commercial enterprises, profit and non-profit groups, and owners of property (vacant lots or commercial properties) not assessed under the Hernando County Solid Waste Disposal Assessments.

Non-residential customers must dispose of solid waste at the Northwest Waste Management

Facility and pay the required tipping fees and charges. Solid waste will not be accepted from non-residential customers at the East Hernando Convenience Center and West Hernando Convenience Center.

SECTION 3. Pursuant to Sections 125.01 and 403.706 and Chapter 197, Florida Statutes, and Division 3 of Article II of Chapter 14, Hernando County Code of Ordinances, the Board of County Commissioners of Hernando County hereby adopts the following increased solid waste disposal assessments for disposal of solid waste generated from residential real property within Hernando County:

Residential Property Use Categories	**Amount Per Unit**
Single-Family Residential	$102.70 insert new amount
Multi-Family Residential (up to and including 4 units)	$102.70 insert new amount

SECTION 4. The solid waste disposal assessments shall constitute a lien upon all real property where each unit is located as of the date ad valorem taxes become liens. Unless fully paid and discharged or barred by law, the disposal assessments shall remain liens equal in rank and dignity with the liens of County ad valorem taxes and superior in rank and dignity to all other liens, encumbrances, titles and claims in, to or against the real property involved. If the solid waste disposal assessment levied on a parcel of real property is not paid, a tax certificate relating to the real property may be issued and sold by the Tax Collector as provided in Chapter 197, Florida Statutes.

SECTION 5. The solid waste disposal assessments adopted in Section 3 of this Resolution will be applied to the assessment roll in preparation for submittal to the Tax Collector prior to September 15, 2026.

SECTION 6. All prior and conflicting resolutions or parts of resolutions, including but not limited to, Resolution No. 2025-122, shall be repealed, rescinded, superseded, and replaced by this Resolution effective January 1, 2027.

SECTION 7. In the event that any provision, portion, or section of this Resolution is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining provisions, portions or sections of this Resolution which shall remain in full force and effect.

SECTION 8. This Resolution and the increased assessments adopted in this Resolution shall become effective January 1, 2027, except that Section 5 of this Resolution shall become effective immediately upon adoption.

ADOPTED in Regular Session this_____day of_____, 2026.

ATTEST:

_____
Douglas A. Chorvat, Jr.
Clerk of the Circuit Court & Comptroller

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

By:_____
Jerry Campbell
Chairman

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY_____
County Attorney's Office

Hernando Sun
Your Weekly Local Newspaper.

THE HERNANDO SUN; Published Weekly

Brooksville Hernando County FLORIDA

PUBLISHER'S AFFIDAVIT OF PUBLICATION
STATE OF FLORIDA
COUNTY OF HERNANDO :

Before the undersigned authority, Julie B. Maglio, personally appeared, who on oath, says that she is Editor of the Hernando Sun, a weekly newspaper published at Brooksville in Hernando County, Florida, that the attached copy of the advertisement, being a

Notice of Public Hearing to Impose and Provide for Collection of Solid Waste Disposal Special Assessments

in the matter of
Hernando County, Florida

was published in said newspaper by print in the issue(s) of:
May 15, 29, June 5, 2026

and by publication on the newspaper's publicly available website, if authorized, on May 15, 29, June 5, 2026

Affiant further says that the newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

(Signature of Affiant)

Sworn to and subscribed before me
This 8th day of June, 2026.

(Signature of Notary Public)

LISA M. MACNEIL
Commission # HH 794868
Expires April 23, 2030

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known ✓ or

produced identification_____

Type of identification produced_____

NOTICE OF PUBLIC HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF SOLID WASTE DISPOSAL SPECIAL ASSESSMENTS

Notice is hereby given that the Board of County Commissioners of Hernando County, Florida, will conduct a public hearing to consider the reimposition and increase of annual solid waste disposal special assessments for the provision of solid waste disposal services within the boundaries of the Hernando County Solid Waste Disposal and Resource Recovery System District, which includes all real property located in the County, for the calendar year beginning January 1, 2027, and future years.

The hearing will be held on Tuesday, June 9, 2026, at 9:00 a.m., or as soon thereafter as possible, in the County Commission Chambers, located in the Hernando County Government Center, 20 North Main Street, Room 160, Brooksville, Florida, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the Board of County Commissioners within 20 days of the first publication of this notice.

The assessment for each parcel of property will be based upon each parcel's classification and the total number of assessment units attributed to that parcel. The following tables reflect the proposed solid waste disposal assessment schedules.

SOLID WASTE DISPOSAL ASSESSMENTS FOR CALENDAR YEAR 2027

Residential Property Use Categories	Amount Per Unit
Single-Family Residential	$102.70
Multi-Family Residential (up to and including 4 units)	$102.70

MAXIMUM SOLID WASTE DISPOSAL ASSESSMENTS FOR FUTURE YEARS

Residential Property Use Categories	Amount Per Unit
Single-Family Residential	$114.12
Multi-Family Residential (up to and including 4 units)	$103.14

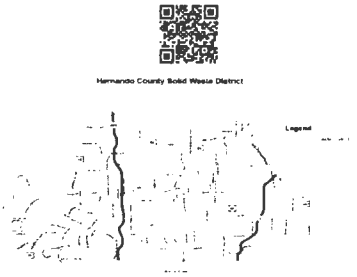
Copies of the codified Solid Waste Disposal and Resource Recovery System Ordinance, the current Solid Waste Disposal Assessment Resolution, and the proposed Solid Waste Disposal Assessment Resolution are available for inspection at the Hernando County Northwest Solid Waste Management Facility (Main Landfill) located at 14450 Landfill Rd., Brooksville, FL 34614, between the hours of 8:30 a.m. to 4:30 p.m., Monday through Friday, legal holidays excepted.

The total revenue to be collected by the proposed solid waste disposal assessments for Calendar Year 2027 is estimated at $9,107,744.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2026 and future years, as authorized by Section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title. For more information on the Solid Waste Assessment and FAQ, visit www.hernandocounty.us/disposal or scan the QR code shown below.

If a person decides to appeal any decision made by the Board of County Commissioners with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made.

Public participation is solicited without regard to race, color, national origin, age, sex, religion, disability, or family status. In accordance with the Americans with Disabilities Act, persons with disabilities needing special accommodations to participate in this proceeding should contact Maryellen Waite, Risk Management, 154 70 Flight Path Drive, Brooksville, Florida 34604, telephone (352) 540-6289, at least three (3) days prior to the date of the hearing. If hearing impaired, please call 711 for assistance.



BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA
/s/ (SEAL)
Douglas A. Chorvat, Jr.
Clerk of the Circuit Court & Comptroller
By:
Deputy Clerk

7679-345504
May. 15, 29, Jun. 5, 2026

RAFTELIS

Hernando County

Solid Waste Financial Plan

June 9, 2026





Agenda

1. Study Overview and Background
2. Collection
3. Disposal
4. Waste to Energy
5. Results and Recommendations

1. Study Overview and Background

Revenue Sufficiency Methodology

Gross Revenues = **Gross Revenue Requirements**

- **Assessment Revenues**
- **Tipping Fees**
- **Other (interest, recycling, etc.)**

- **Expenses**
- **Debt / Capital**
- **Transfers**

Balance rate funded revenue sources against the cost of service.

Utilities Established as an Enterprise Fund

- Operates “like a business” with Services Funded by User Fees
- Costs are recovered in proportion to the services provided

Raftelis Tasked with Developing Financial Plan that:

- Supports County Mission and Utility Objectives
- Maintains Fiscal Sustainability and Pay Go Funding
- Ensures Compliance with Financial Policies and Bond Covenants

Data Driven Process

- Historical Billing Statistics
- Historical Financial Data
- Current Budget and Financial Plan
- Capital Improvement Plan
- Closure and LTC Documents

Studies Performed Annually

- Last / FY25 Study Presented to BoCC July 8th, 2025

Existing Operations

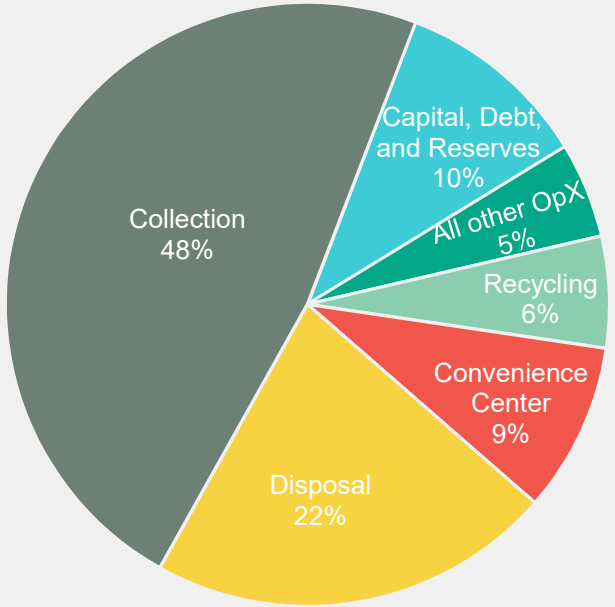
County operates multiple facilities to provide disposal services for waste streams including C&D, Class I, yard waste, tires, recyclables, household hazardous waste, bulk items, etc.

	2023	2024	2025
Residential disposal units			
- Includes single-family and multi-family units	**84,000**	**85,000**	**89,000**
Convenience center visits			
- County operates the East and West Convenience Centers for residential solid waste drop off.	**145,000**	**141,000**	**126,000**
Tons received			
- Over 50% of waste received is attributable to residential customers.	**198,000**	**187,000**	**234,000**

1. Study Overview and Background (Cont.)

- FY27 Plan Key Funding Requirements
  - Continued Inflation to Operating Cost
  - Landfill Cell Expansion
  - Storm Debris Reserve
  - Landfill Closure and LTC Reserve

Residential Assessment Cost Breakdown for FY 2027



2. Financial Plan – Collection

- Collection Costs:
  - County contracts for collection service
  - Rate is set through contract to recover cost
  - Coastal Contract Awarded in FY26
    - Lowest Cost to County
    - 7 Years Contract
      - 3 Year Renewal
    - No Rate Increase in FY27
  - FY26/FY27 Rate Fully Funds New Costal Contract
    - Grossed Up For : Tax Collector (2%), Property Appraiser (3%), and Early Pre-Payment Discount (4%)

Description	2026	2027
Annual Assessment	$217.32	$217.32
Annual Change		$0.00
Monthly Change		$0.00

3. Financial Plan – Disposal

- Disposal Costs:
  - Inflation in Disposal Costs
  - Increases in Equipment Leases
  - Funding Future Cell Construction
  - Annual Deposit to Storm Debris Fund
  - Annual Deposits to Landfill Closure and LTC

Description	2026	2027
Annual Assessment	$98.04	$102.70
Annual Change		$4.66
Monthly Change		$0.39
MSW	$62.47	$63.37
C&D	$78.47*	$85.00
Yard Waste	$56.27	$57.09

As per July 8th 2025 BOCC meeting directive was County is looking to reduce C&D tonnages.

4. Waste-to-Energy (WTE) Feasibility

- Benefits of WTE
  - MSW volume reduction by up to ~90%
    - Beneficial for Counties with landfill capacity constraints
    - County has 75-year landfill life remaining
  - Revenue offsets to operating expenses from
    - Energy Sales 20%-40%($4.5M - $9M)
    - Metal recoveries 2%-3%($450K - $675K)
- Challenges of WTE
  - Diverting tons from landfill reduces economies of scale / County must still operate landfill which results in higher unit cost
  - WTE is more expensive than landfilling
    - WTE Costs (~$180-$190/ton) and Current County Landfill Costs ($18/ton)
    - Net operating costs ~$40-$50/ton
    - Annual debt payment per ton to cover construction ~$140/ton
  - Economies of scale / financial viability >300,000 tons annually
  - County would require viable partners and land in the vicinity

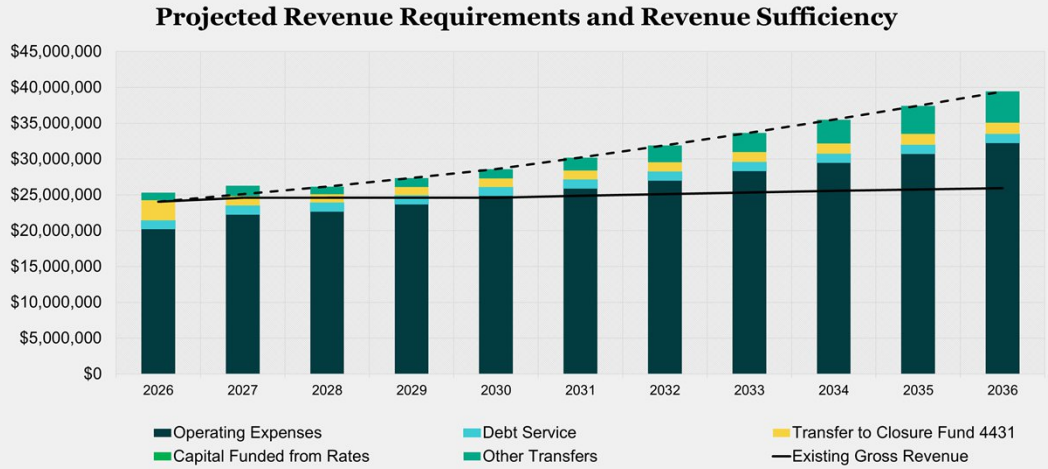


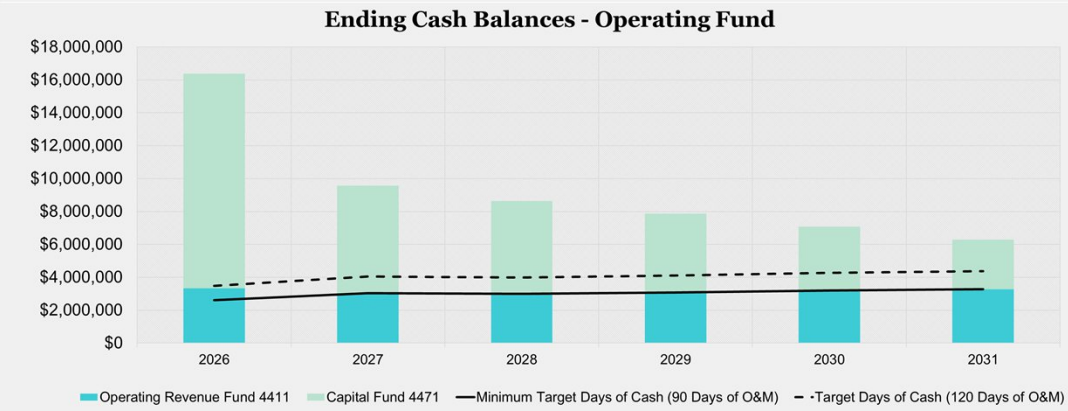
Note: WTE estimates based on Hillsborough, Lee County, and Palm Beach County operational statistics

5. Results and Recommendations

- Consider Adopting Proposed Rates For the Fiscal Year 2027 to fund:
  - Increased Operating Costs
  - New Cell Construction & Other Capital Needs
  - Fully Fund Closure Liability Over Remaining Useful Life of Landfill
  - Storm Reserve Deposits

- County projected to meet minimum cash reserve targets (90 days)
  - Reduction in Cash Reserves
    - To fund operations
    - To pay for future capital projects





5. Results and Recommendations

- Recommend Adjusting FY27 Residential Disposal Assessment and Tipping Fees

- Reassess Rate Needs Annually to Ensure Financial Sustainability and Financial Policy Compliance

Description	2026	2027
Collection Assessment	$217.37	$217.37
Annual Change		$0.00
Monthly Change		$0.00
Disposal Assessment	$98.04	$102.70
Annual Change		$4.66
Monthly Change		$0.39
MSW	$62.47	$63.37
C&D	$78.47	$85.00
Yard Waste	$56.27	$57.09
Convenience Center Trip		
Up to 5 Bags	$5.00	$5.00
6+ Bags	$15.00	$15.00
Hazardous Waste	$0.00	$0.00
Recycling	$0.00	$0.00

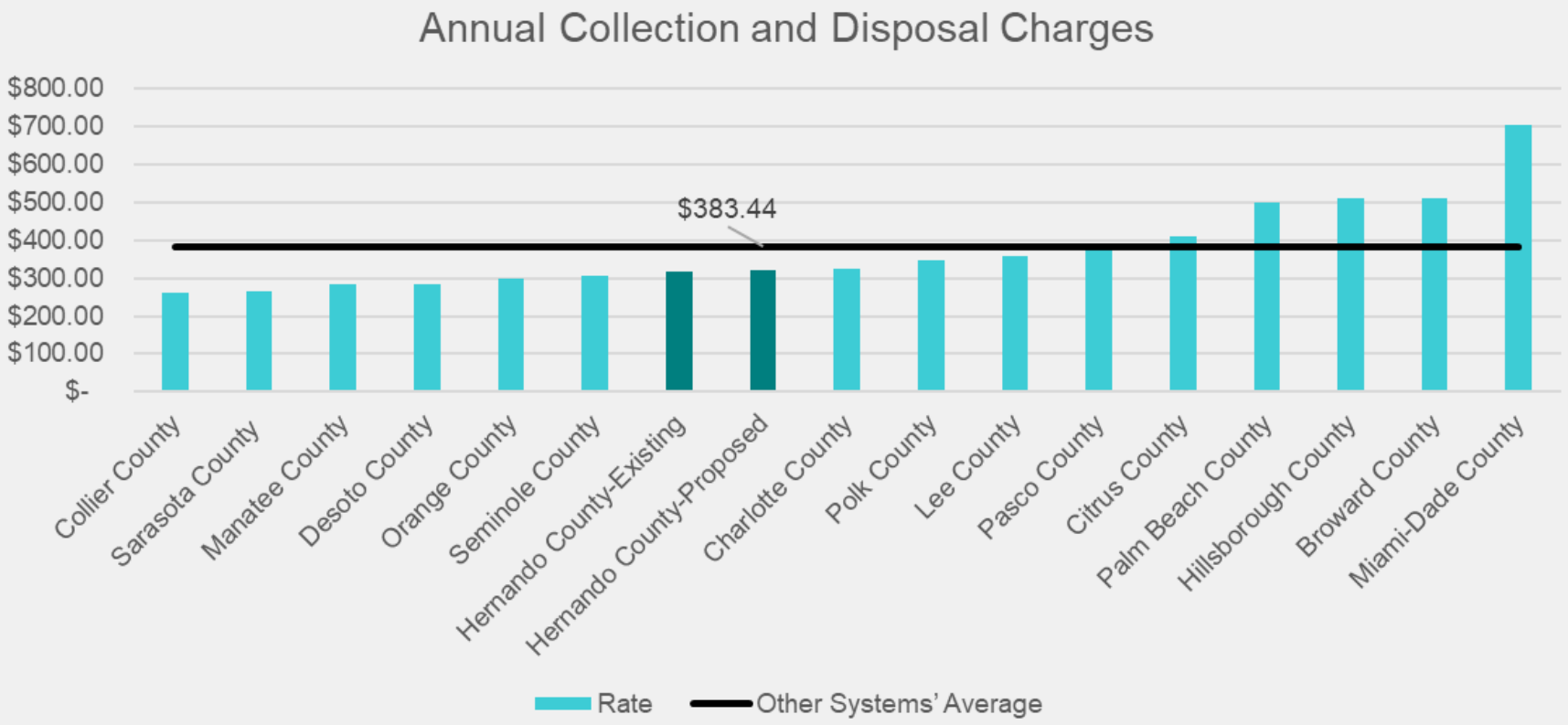
Comparison of Residential Collection, Disposal, and Non-residential Tipping Fees

Description	Annual Collection and Disposal Charges	Tipping Fees per Ton		
		MSW	C&D	Yard Waste
Hernando County				
Existing	$315.41	$62.47	$78.47	$56.27
Proposed	320.07	63.37	85.00	57.09
Other Solid Waste Systems:				
Broward County	$512.00	$100.00	$100.00	$75.00
Charlotte County	324.64	48.90	48.90	48.90
Citrus County	411.00	46.00	134.00	33.00
Collier County	261.91	90.35	96.55	57.50
Desoto County	284.80	42.00	42.00	42.00
Hillsborough County	510.77	141.00	104.00	65.00
Lee County	357.11	69.83	70.25	48.92
Manatee County	283.80	46.00	65.00	44.00
Miami-Dade County	702.00	115.80	115.80	115.80
Orange County	300.00	54.20	41.10	46.80
Palm Beach County	498.83	42.00	80.00	35.00
Pasco County	389.68	104.03	104.03	104.03
Polk County	346.05	46.00	46.00	36.50
Sarasota County	263.96	60.85	59.91	47.43
Seminole County	305.00	41.63	41.63	41.63
Sumter County*	N/A	280.00	144.00	74.28
Other Systems' Average	$383.44	$83.04	$80.82	$57.24

*Assumes 80 bags per year for MSW, 8.0 cubic yards per ton for yard waste (250 lbs. per cubic yard), and 4.13 cubic yards per ton for C&D (484 lbs. per cubic yard) per the U.S. EPA Volume-to-Weight Conversion Factors, April 2016.

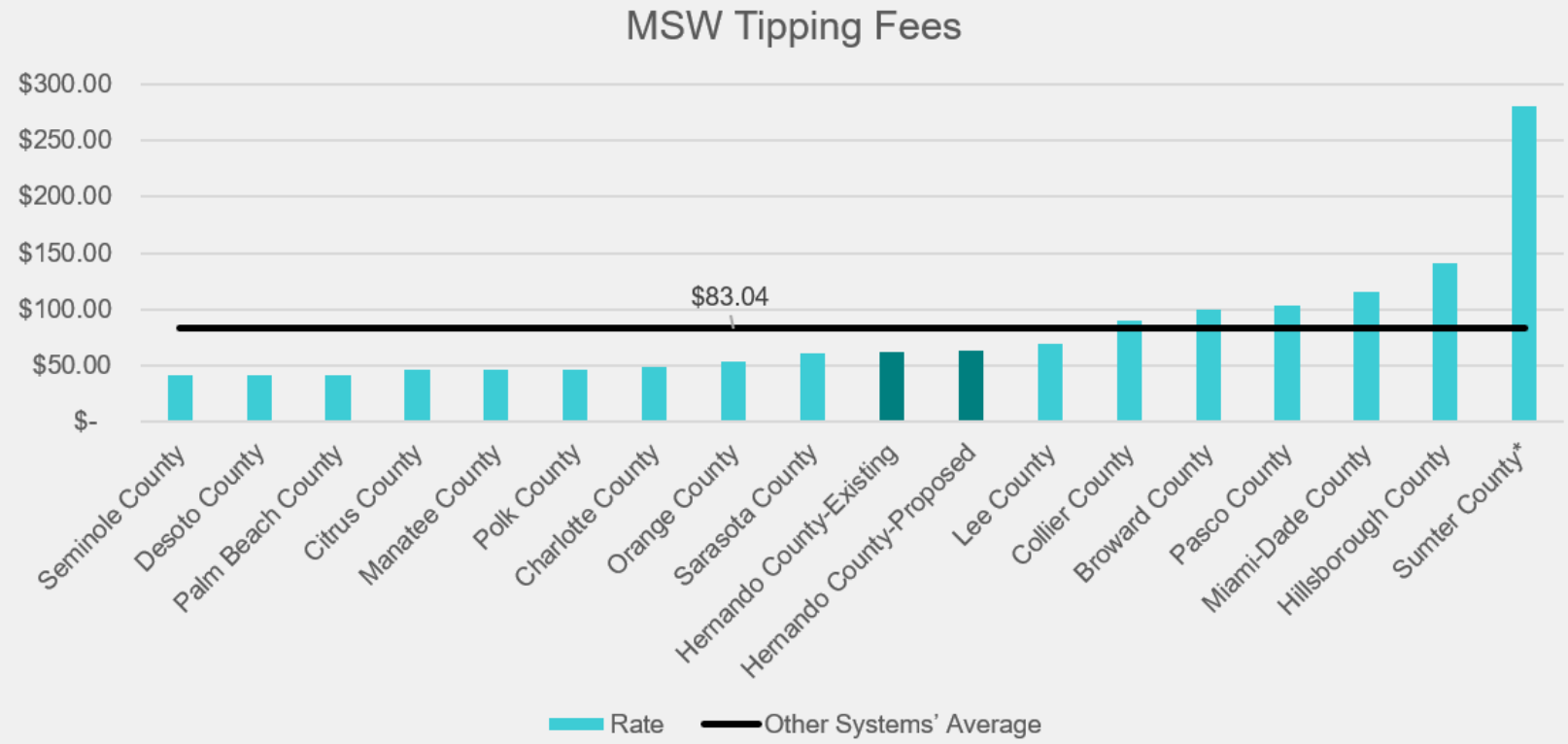

Q&A

Comparison of Residential Collection, Disposal, and Non-residential Tipping Fees



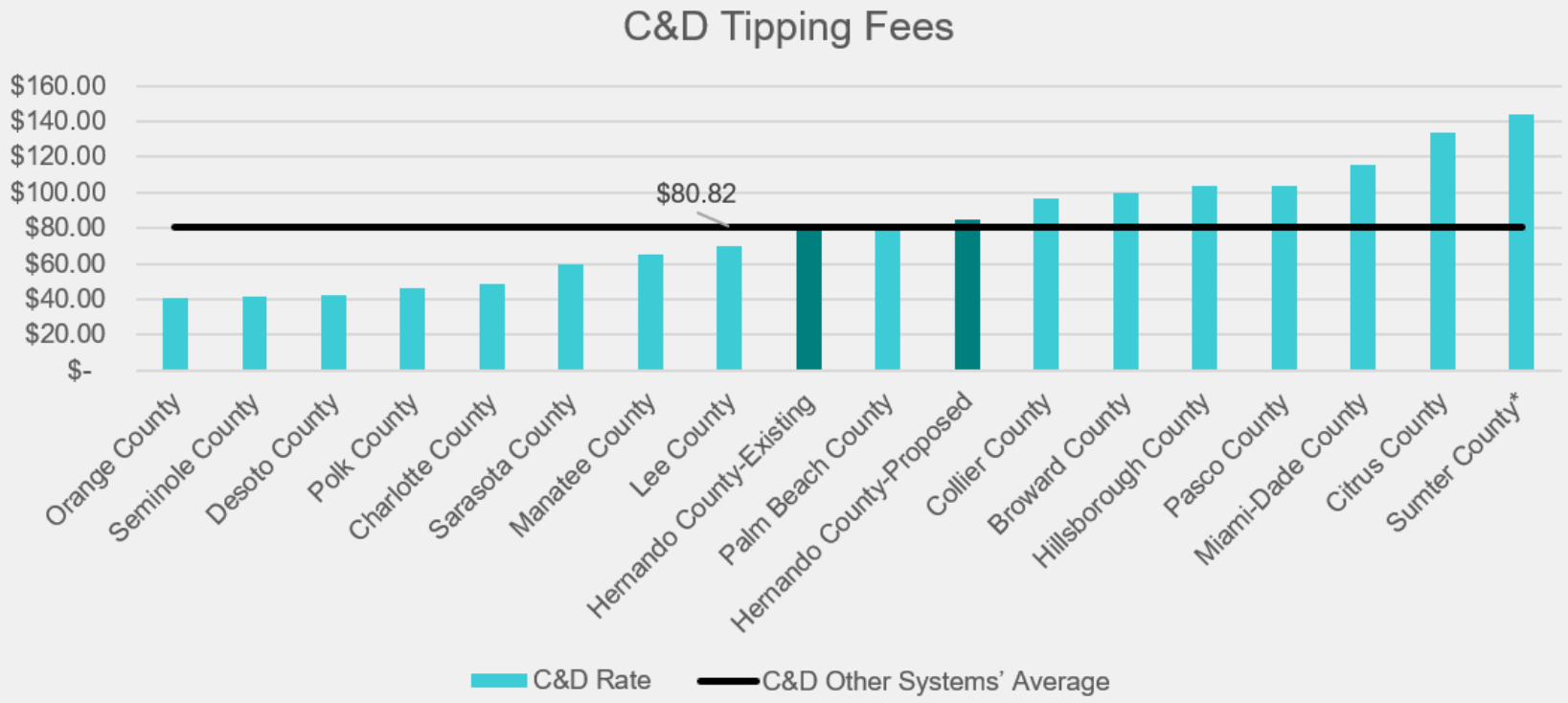
*Sumpter County was excluded from this graph as they do not currently have an assessment in place.

Comparison of Residential Collection, Disposal, and Non-residential Tipping Fees



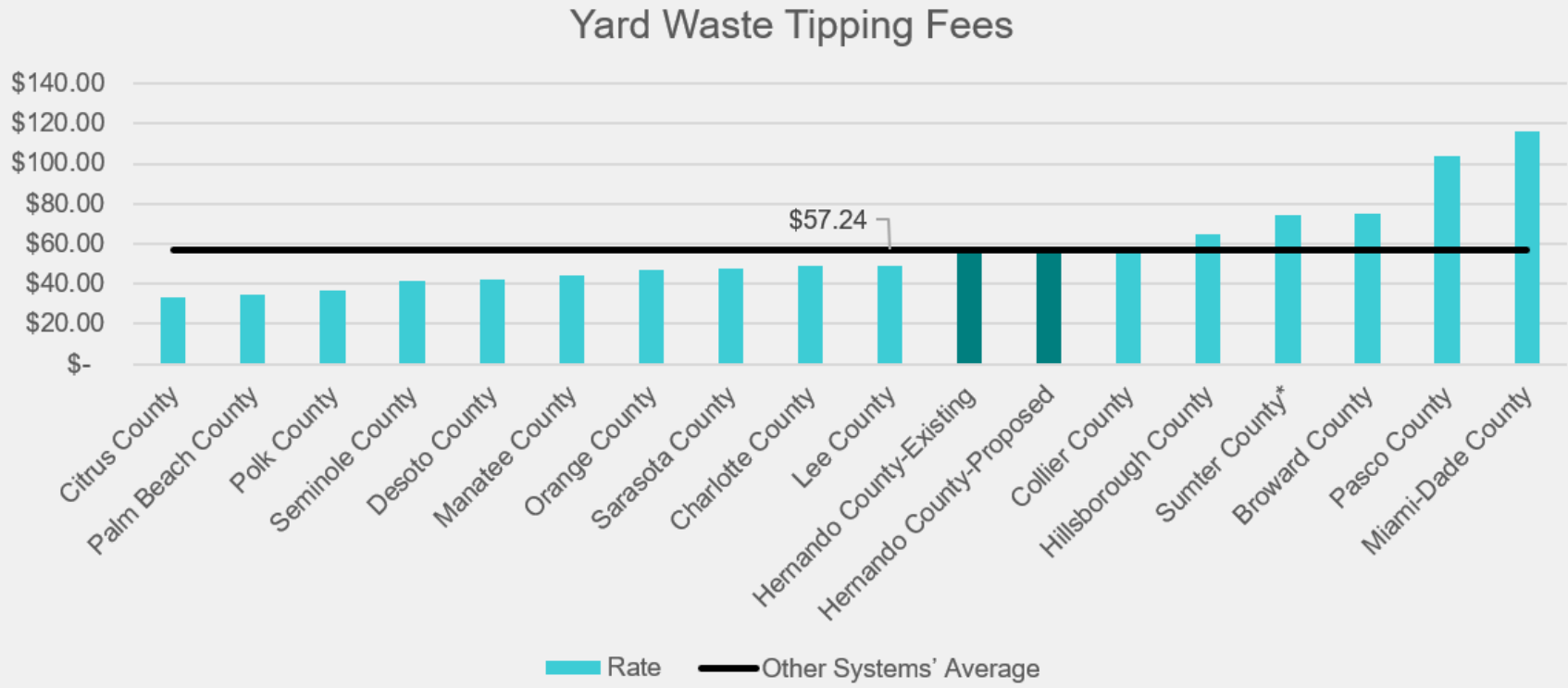
*Assumes 80 bags per year for MSW.

Comparison of Residential Collection, Disposal, and Non-residential Tipping Fees



*Assumes 4.13 cubic yards per ton (484 lbs per cubic yard) per the U.S. EPA Volume-to-Weight Conversion Factors, April 2016.

Comparison of Residential Collection, Disposal, and Non-residential Tipping Fees



*Assumes 8.0 cubic yards per ton (250 lbs per cubic yard) per the U.S. EPA Volume-to-Weight Conversion Factors, April 2016.

Board of County Commissioners

AGENDA ITEM

Meeting: 06/09/2026
Department: HCFRD
Prepared By: Louise Galajda
Initiator: Paul Hasenmeier
DOC ID: 17487
Legal Request Number: 2026-228-2
Bid/Contract Number:

TITLE

Resolution Amending Non-Ad Valorem Assessment Rates of Municipal Service Benefit Unit for Fire Rescue Services

RESULT:	**ADOPTED**
MOVER:	Steve Champion
SECONDER:	Ryan Amsler
AYES:	Campbell, Amsler, Champion and Allocco
ABSENT:	Hawkins

Projection of Fire Capital Costs

Project Description	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Fire Station US 19 & Atlanta 50%	Existing Debt	$ 4,000,000	$ -	$ -	$ -	$ -
Station 3 Driveway 50%	PAYGO - Cash	$ 250,000	$ -	$ -	$ -	$ -
Remodel Station 12 & Driveway 50%	PAYGO - Cash	$ 500,000	$ -	$ -	$ -	$ -
Fire Station (County Line) 50% - Building	Impact Fees	$ -	$ 4,000,000	$ -	$ -	$ -
Fire Station (Lockhart & 50) 50%	Impact Fees	$ -	$ -	$ 4,000,000	$ -	$ -
Fire Headquarters 50%	PAYGO - Cash	$ -	$ -	$ -	$ -	$ -
Training Center	Impact Fees	$ 500,000	$ 500,000	$ 500,000	$ -	$ -
Training Center Land Purchase	PAYGO - Cash	$ 4,000,000	$ -	$ -	$ -	$ -
Total Capital		**$ 9,250,000**	**$ 4,500,000**	**$ 4,500,000**	**$ -**	**$ -**

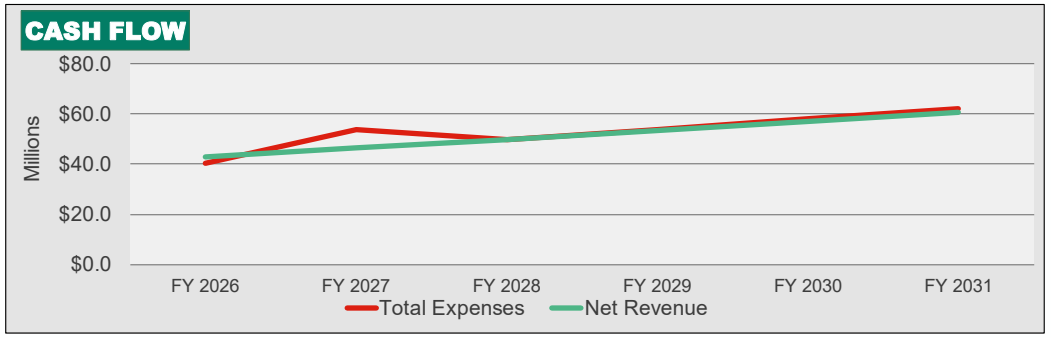
Projection of Fire Personnel Additions

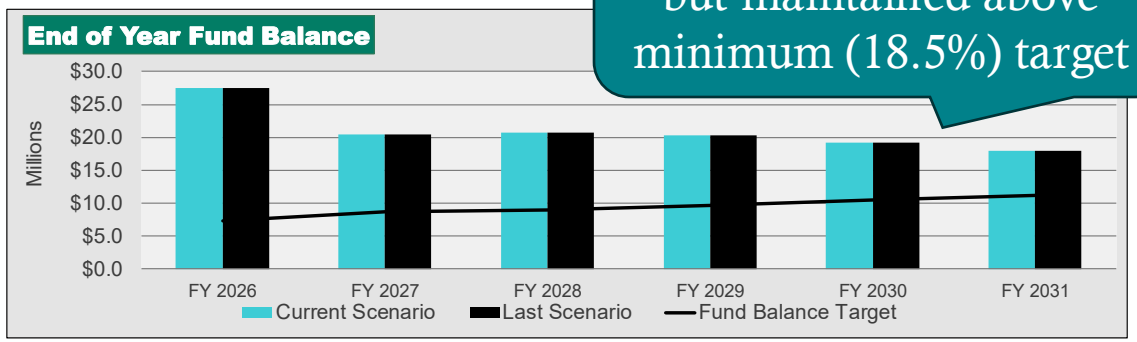
Description	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Station Additions					
Station Atlanta/US 19 - Engine (3 Capt, 3 DE, 6 FF)	$ 1,449,931	$ -	$ -	$ -	$ -
Heavy Rescue (3 Capt, 3 DE, 6 FF)	$ 1,535,209	$ -	$ -	$ -	$ -
Lockhart Fire Station (3 Capt, 3 DE, 6 FF)	$ -	$ -	$ -	$ 1,471,216	$ -
County Line Fire Station	$ -	$ -	$ 1,429,578	$ -	$ -
Staff Additions/Reclasses					
Division Chief	$ -	$ 102,061	$ -	$ -	$ -
Logistics Tech	$ -	$ 41,493	$ -	$ -	$ -

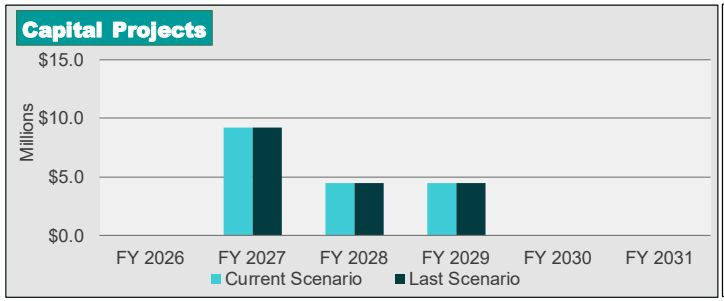
Scenario 1 – 5.75% Annual Rate Adjustments

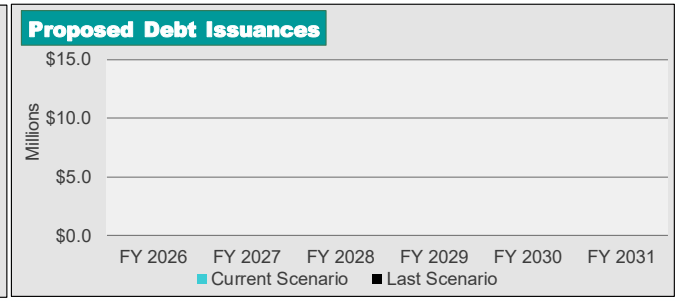
HERNANDO COUNTY, FL
FY 2026-27 FIRE MSBU ASSESSMENT STUDY
FINANCIAL PLAN

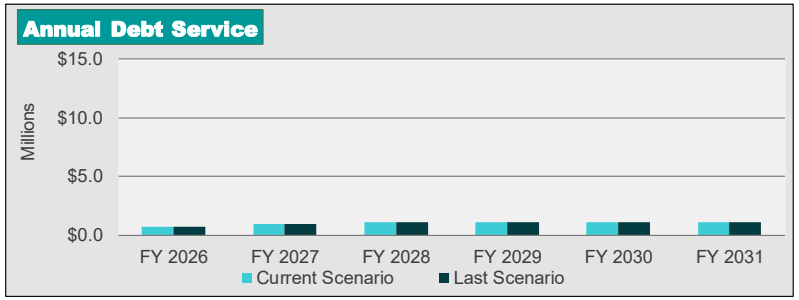
Fund Balance reduces but maintained above minimum (18.5%) target











	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	
Billed Assessment Revenues	$ 42,941,066	$ 46,044,358	$ 49,248,657	$ 52,669,216	$ 56,320,311	
Base Fee (1)	$ 3,416,828	$ 3,663,758	$ 3,918,724	$ 4,190,899	$ 4,481,417	
Comm. Fire Inspection Fee (1)	$ 667,391	$ 715,622	$ 765,423	$ 818,586	$ 875,331	
Billed Assessment Revenues	**$ 47,025,284**	**$ 50,423,737**	**$ 53,932,804**	**$ 57,678,701**	**$ 61,677,060**	**Discount =**
Less: Discount for 95% Revenue (2)	$ (2,351,264)	$ (2,521,187)	$ (2,696,640)	$ (2,883,935)	$ (3,083,853)	**5.0%**
Total Assessment Revenue	**$ 44,674,020**	**$ 47,902,550**	**$ 51,236,164**	**$ 54,794,766**	**$ 58,593,207**	
Plus: Other Revenue	$ 2,027,185	$ 2,069,363	$ 2,112,957	$ 2,158,016	$ 2,204,595	
Total MSBU Revenues	**$ 46,701,206**	**$ 49,971,914**	**$ 53,349,121**	**$ 56,952,782**	**$ 60,797,801**	
Total Expenses	$ 53,688,135	$ 49,700,839	$ 53,796,383	$ 58,084,528	$ 62,013,774	
Net Income	**$ (6,986,929)**	**$ 271,075**	**$ (447,262)**	**$ (1,131,746)**	**$ (1,215,972)**	

	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
% Billed Revenue Increase	**5.75%**	**5.75%**	**5.75%**	**5.75%**	**5.75%**
% New Development Growth		**1.4%**	**1.1%**	**1.1%**	**1.1%**
2027 % Cost Recovery	**87.94%**				

5.75% Annual Rate Adjustments

Scenarios	
Fund Station 15 Personnel?	Y
Fund Future Station Personnel?	Y
Fund Heavy Rescue Personnel?	Y

Fund Balance Target % of O&M 18.5%

Final Fund Balance Check $ -

(1) These fees are calculated for FY27 and escalated for the rate increase and new development growth for FY27 - FY31
(2) Discount for Early Paymemt and Propery Appraiser's Fee

Scenario 1 – 5.75% Annual Rate Adjustments

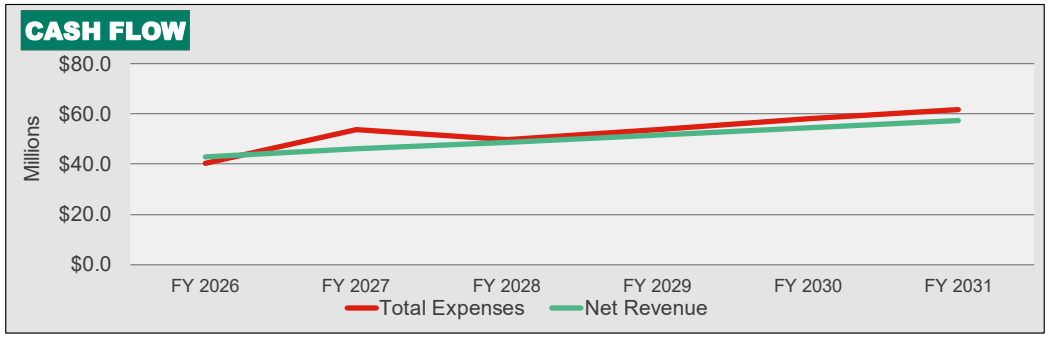
Assessment Property Class	Unit Type	Current FY 2026	Calculated FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Unimproved & Acreage	Lot	$ 85.805	$ 111.958	$ 118.396	$ 125.203	$ 132.403	$ 140.016
Residential	Unit	$ 337.024	$ 344.395	$ 364.198	$ 385.139	$ 407.285	$ 430.703
Commercial	Sq. Ft.	$ 0.202	$ 0.244	$ 0.258	$ 0.273	$ 0.289	$ 0.305
Hospitals & Nursing Homes	Sq. Ft.	$ 1.726	$ 1.580	$ 1.671	$ 1.767	$ 1.869	$ 1.976
Churches	Sq. Ft.	$ 0.154	$ 0.152	$ 0.161	$ 0.170	$ 0.180	$ 0.190
Industrial/Warehouse	Sq. Ft.	$ 0.080	$ 0.093	$ 0.098	$ 0.104	$ 0.110	$ 0.116
Government	Sq. Ft.	$ 0.217	$ 0.188	$ 0.199	$ 0.210	$ 0.222	$ 0.235
Agricultural Buildings	Sq. Ft.	$ -	$ 0.127	$ 0.134	$ 0.142	$ 0.150	$ 0.159
Fixed Base/Admin Fee	Parcel	$ 25.36	$ 30.26	$ 32.00	$ 33.84	$ 35.79	$ 37.84
Commercial Inspection Fee		$ 165.03	$ 174.53	$ 184.56	$ 195.17	$ 206.40	$ 218.26
% Change in Assessment Revenue:			5.75%	5.75%	5.75%	5.75%	5.75%

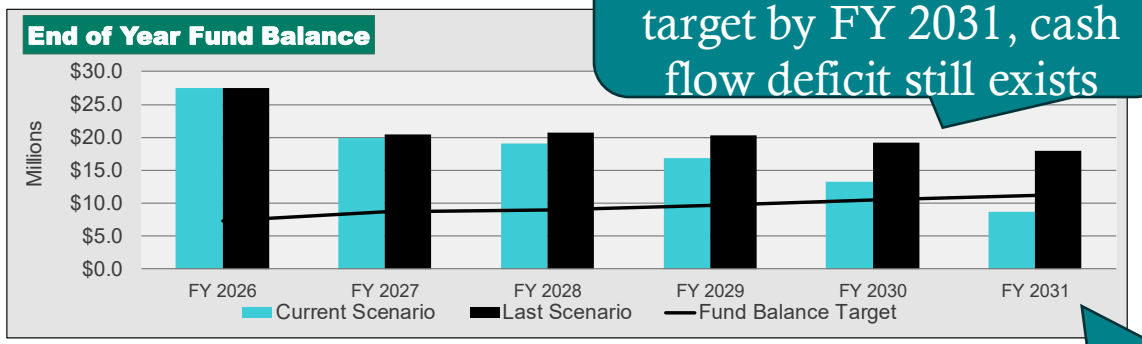
Assessment Property Class	Unit Type	% Change FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Unimproved & Acreage	Lot	30.5%	5.75%	5.75%	5.75%	5.75%
Residential	Unit	2.2%	5.75%	5.75%	5.75%	5.75%
Commercial	Sq. Ft.	20.8%	5.75%	5.75%	5.75%	5.75%
Hospitals & Nursing Homes	Sq. Ft.	-8.5%	5.75%	5.75%	5.75%	5.75%
Churches	Sq. Ft.	-1.3%	5.75%	5.75%	5.75%	5.75%
Industrial/Warehouse	Sq. Ft.	16.3%	5.75%	5.75%	5.75%	5.75%
Government	Sq. Ft.	-13.4%	5.75%	5.75%	5.75%	5.75%
Agricultural Buildings	Sq. Ft.		5.75%	5.75%	5.75%	5.75%

Scenario 2 – 4.5% Annual Rate Adjustments

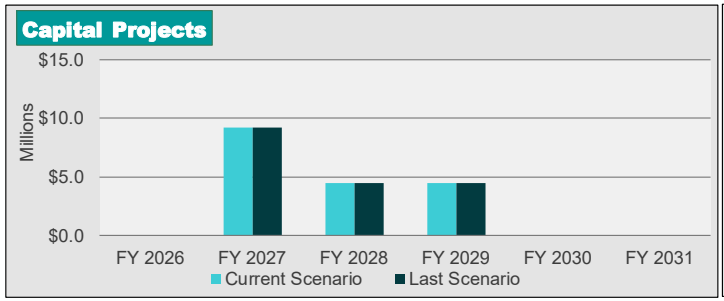
HERNANDO COUNTY, FL
FY 2026-27 FIRE MSBU ASSESSMENT STUDY
FINANCIAL PLAN

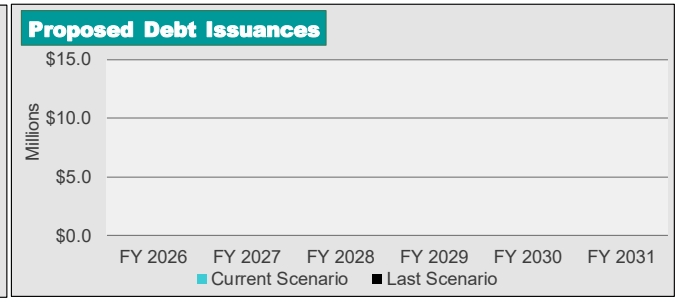
Fund Balance reduced below minimum (18.5%) target by FY 2031, cash flow deficit still exists

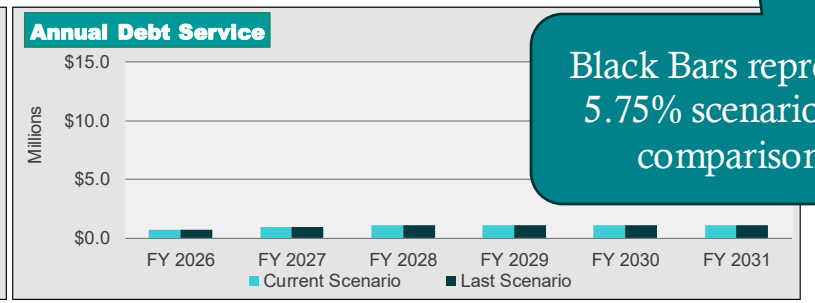




Black Bars represent 5.75% scenario for comparison







	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	
Billed Assessment Revenues	$ 42,391,039	$ 44,917,293	$ 47,475,272	$ 50,172,512	$ 53,016,365	
Base Fee (1)	$ 3,416,828	$ 3,620,451	$ 3,826,631	$ 4,044,035	$ 4,273,257	
Comm. Fire Inspection Fee (1)	$ 659,472	$ 698,773	$ 738,567	$ 780,528	$ 824,769	
Billed Assessment Revenues	**$ 46,467,340**	**$ 49,236,517**	**$ 52,040,470**	**$ 54,997,075**	**$ 58,114,392**	**Discount =**
Less: Discount for 95% Revenue (2)	$ (2,323,367)	$ (2,461,826)	$ (2,602,023)	$ (2,749,854)	$ (2,905,720)	**5.0%**
Total Assessment Revenue	**$ 44,143,973**	**$ 46,774,691**	**$ 49,438,446**	**$ 52,247,221**	**$ 55,208,672**	
Plus: Other Revenue	$ 2,027,185	$ 2,069,363	$ 2,112,957	$ 2,158,016	$ 2,204,595	
Total MSBU Revenues	**$ 46,171,158**	**$ 48,844,055**	**$ 51,551,403**	**$ 54,405,237**	**$ 57,413,267**	
Total Expenses	$ 53,688,135	$ 49,689,454	$ 53,772,446	$ 58,046,781	$ 61,960,864	
Net Income	**$ (7,516,976)**	**$ (845,399)**	**$ (2,221,043)**	**$ (3,641,544)**	**$ (4,547,598)**	

	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
% Billed Revenue Increase	**4.50%**	**4.50%**	**4.50%**	**4.50%**	**4.50%**
% New Development Growth		**1.4%**	**1.1%**	**1.1%**	**1.1%**
2027 % Cost Recovery	**86.81%**				

4.5% Annual Rate Adjustments

Scenarios	
Fund Station 15 Personnel?	Y
Fund Future Station Personnel?	Y
Fund Heavy Rescue Personnel?	Y

Fund Balance Target % of O&M	**18.5%**
Final Fund Balance Check	$ 0

(1) These fees are calculated for FY27 and escalated for the rate increase and new development growth for FY27 - FY31
(2) Discount for Early Paymemt and Propery Appraiser's Fee

Scenario 2 – 4.5% Annual Rate Adjustments

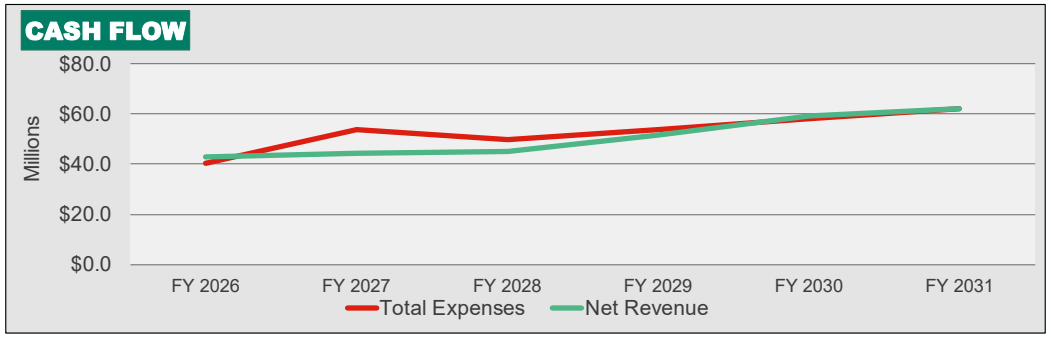
Assessment Property Class	Unit Type	Current FY 2026	Calculated FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Unimproved & Acreage	Lot	$ 85.805	$ 110.538	$ 115.512	$ 120.710	$ 126.142	$ 131.819
Residential	Unit	$ 337.024	$ 340.027	$ 355.328	$ 371.318	$ 388.027	$ 405.489
Commercial	Sq. Ft.	$ 0.202	$ 0.241	$ 0.252	$ 0.263	$ 0.275	$ 0.287
Hospitals & Nursing Homes	Sq. Ft.	$ 1.726	$ 1.560	$ 1.630	$ 1.704	$ 1.780	$ 1.860
Churches	Sq. Ft.	$ 0.154	$ 0.150	$ 0.157	$ 0.164	$ 0.171	$ 0.179
Industrial/Warehouse	Sq. Ft.	$ 0.080	$ 0.091	$ 0.095	$ 0.099	$ 0.104	$ 0.109
Government	Sq. Ft.	$ 0.217	$ 0.186	$ 0.194	$ 0.203	$ 0.212	$ 0.222
Agricultural Buildings	Sq. Ft.	$ -	$ 0.126	$ 0.132	$ 0.138	$ 0.144	$ 0.150
Fixed Base/Admin Fee	Parcel	$ 25.36	$ 30.26	$ 31.62	$ 33.04	$ 34.53	$ 36.09
Commercial Inspection Fee		$ 165.03	$ 172.46	$ 180.22	$ 188.33	$ 196.80	$ 205.66
% Change in Assessment Revenue:			4.50%	4.50%	4.50%	4.50%	4.50%

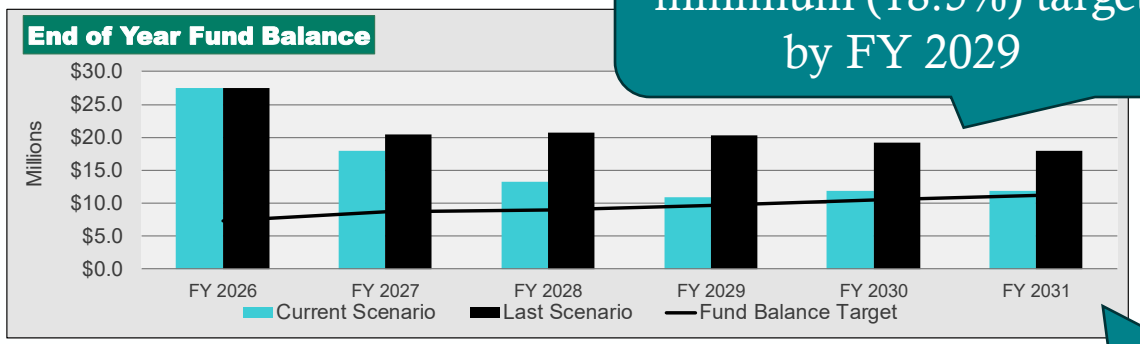
Assessment Property Class	Unit Type	% Change FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Unimproved & Acreage	Lot	28.8%	4.50%	4.50%	4.50%	4.50%
Residential	Unit	0.9%	4.50%	4.50%	4.50%	4.50%
Commercial	Sq. Ft.	19.3%	4.50%	4.50%	4.50%	4.50%
Hospitals & Nursing Homes	Sq. Ft.	-9.6%	4.50%	4.50%	4.50%	4.50%
Churches	Sq. Ft.	-2.6%	4.50%	4.50%	4.50%	4.50%
Industrial/Warehouse	Sq. Ft.	13.8%	4.50%	4.50%	4.50%	4.50%
Government	Sq. Ft.	-14.3%	4.50%	4.50%	4.50%	4.50%
Agricultural Buildings	Sq. Ft.		4.50%	4.50%	4.50%	4.50%

Scenario 3 – 0% FY27-28, 14% FY29-30, 4% thereafter

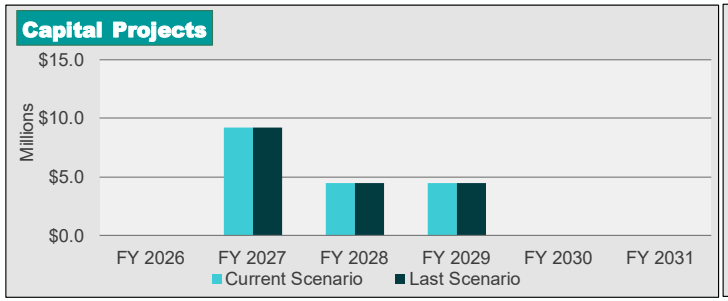
HERNANDO COUNTY, FL
FY 2026-27 FIRE MSBU ASSESSMENT STUDY
FINANCIAL PLAN

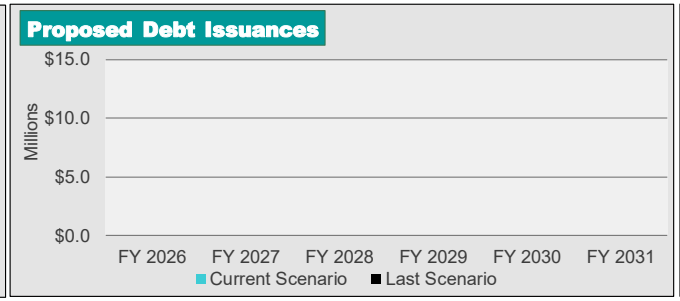
Fund Balance reduced to minimum (18.5%) target by FY 2029

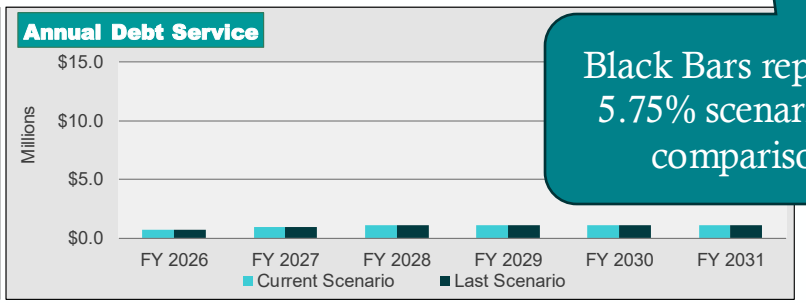




Black Bars represent 5.75% scenario for comparison







	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	
Billed Assessment Revenues	$ 40,419,044	$ 40,983,521	$ 47,255,429	$ 54,480,195	$ 57,292,768	
Base Fee (1)	$ 3,416,828	$ 3,464,546	$ 3,994,743	$ 4,605,489	$ 4,843,250	
Comm. Fire Inspection Fee (1)	$ 631,082	$ 639,896	$ 737,822	$ 850,626	$ 894,540	
Billed Assessment Revenues	**$ 44,466,955**	**$ 45,087,963**	**$ 51,987,994**	**$ 59,936,310**	**$ 63,030,559**	**Discount =**
Less: Discount for 95% Revenue (2)	$ (2,223,348)	$ (2,254,398)	$ (2,599,400)	$ (2,996,815)	$ (3,151,528)	**5.0%**
Total Assessment Revenue	**$ 42,243,607**	**$ 42,833,565**	**$ 49,388,594**	**$ 56,939,494**	**$ 59,879,031**	
Plus: Other Revenue	$ 2,027,185	$ 2,069,363	$ 2,112,957	$ 2,158,016	$ 2,204,595	
Total MSBU Revenues	**$ 44,270,793**	**$ 44,902,928**	**$ 51,501,551**	**$ 59,097,511**	**$ 62,083,626**	
Total Expenses	$ 53,688,135	$ 49,648,467	$ 53,816,142	$ 58,191,085	$ 62,105,744	
Net Income	**$ (9,417,342)**	**$ (4,745,539)**	**$ (2,314,591)**	**$ 906,425**	**$ (22,118)**	

	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
% Billed Revenue Increase	**0.00%**	**0.00%**	**14.00%**	**14.00%**	**4.00%**
% New Development Growth		**1.4%**	**1.1%**	**1.1%**	**1.1%**
2027 % Cost Recovery	**82.71%**				

Scenarios	
Fund Station 15 Personnel?	Y
Fund Future Station Personnel?	Y
Fund Heavy Rescue Personnel?	Y

*0% adjustment in FY27-28
*14% in FY29-30 to correct cash flow deficit
*4% thereafter to maintain Fund Balance

Final Fund Balance Check $ -

(1) These fees are calculated for FY27 and escalated for the rate increase and new development growth for FY27 - FY31
(2) Discount for Early Paymemt and Propery Appraiser's Fee

Scenario 3 – 0% FY27-28, 14% FY29-30, 4% thereafter

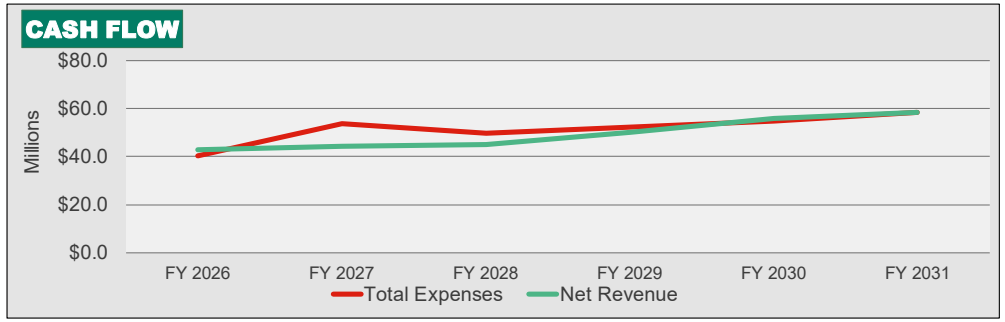
Assessment Property Class	Unit Type	Current FY 2026	Calculated FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Unimproved & Acreage	Lot	$ 85.805	$ 105.380	$ 105.380	$ 120.133	$ 136.952	$ 142.430
Residential	Unit	$ 337.024	$ 324.161	$ 324.161	$ 369.544	$ 421.280	$ 438.131
Commercial	Sq. Ft.	$ 0.202	$ 0.230	$ 0.230	$ 0.262	$ 0.299	$ 0.311
Hospitals & Nursing Homes	Sq. Ft.	$ 1.726	$ 1.487	$ 1.487	$ 1.695	$ 1.933	$ 2.010
Churches	Sq. Ft.	$ 0.154	$ 0.143	$ 0.143	$ 0.163	$ 0.186	$ 0.193
Industrial/Warehouse	Sq. Ft.	$ 0.080	$ 0.087	$ 0.087	$ 0.099	$ 0.113	$ 0.118
Government	Sq. Ft.	$ 0.217	$ 0.177	$ 0.177	$ 0.202	$ 0.230	$ 0.239
Agricultural Buildings	Sq. Ft.	$ -	$ 0.120	$ 0.120	$ 0.137	$ 0.156	$ 0.162
Fixed Base/Admin Fee	Parcel	$ 25.36	$ 30.26	$ 30.26	$ 34.50	$ 39.33	$ 40.90
Commercial Inspection Fee		$ 165.03	$ 165.03	$ 165.03	$ 188.14	$ 214.48	$ 223.05
% Change in Assessment Revenue:			0.00%	0.00%	14.00%	14.00%	4.00%

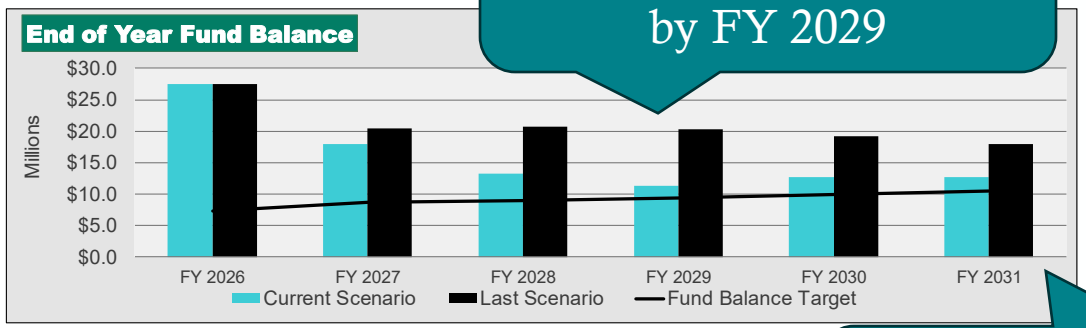
		% Change				
Assessment Property Class	Unit Type	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Unimproved & Acreage	Lot	22.8%	0.00%	14.00%	14.00%	4.00%
Residential	Unit	-3.8%	0.00%	14.00%	14.00%	4.00%
Commercial	Sq. Ft.	13.9%	0.00%	14.00%	14.00%	4.00%
Hospitals & Nursing Homes	Sq. Ft.	-13.8%	0.00%	14.00%	14.00%	4.00%
Churches	Sq. Ft.	-7.1%	0.00%	14.00%	14.00%	4.00%
Industrial/Warehouse	Sq. Ft.	8.7%	0.00%	14.00%	14.00%	4.00%
Government	Sq. Ft.	-18.4%	0.00%	14.00%	14.00%	4.00%
Agricultural Buildings	Sq. Ft.		0.00%	14.00%	14.00%	4.00%

Scenario 4 – Future station personnel and operating costs not funded 0% FY27-28, 11% FY29-30, 3% thereafter

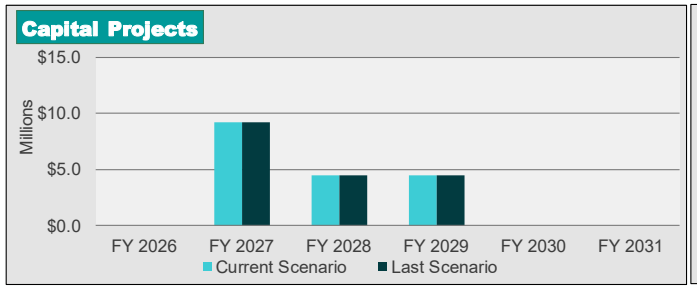
HERNANDO COUNTY, FL
FY 2026-27 FIRE MSBU ASSESSMENT STUDY
FINANCIAL PLAN

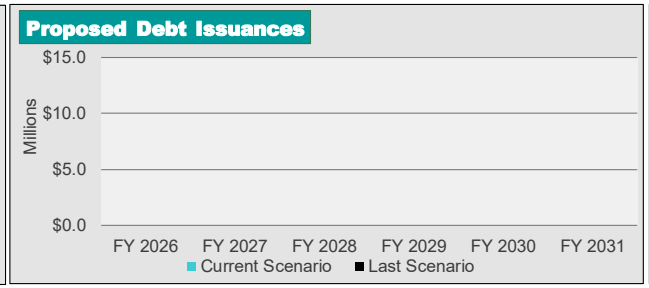
Fund Balance reduced to minimum (18.5%) target by FY 2029

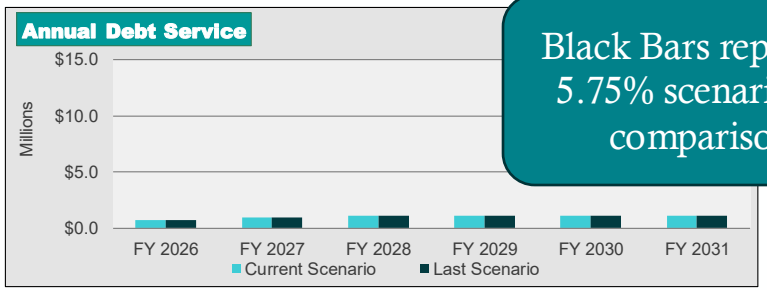




Black Bars represent 5.75% scenario for comparison







	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	
Billed Assessment Revenues	$ 40,419,044	$ 40,983,521	$ 46,011,865	$ 51,650,545	$ 53,794,757	
Base Fee (1)	$ 3,416,828	$ 3,464,546	$ 3,889,618	$ 4,366,284	$ 4,547,545	
Comm. Fire Inspection Fee (1)	$ 631,082	$ 639,896	$ 718,406	$ 806,445	$ 839,924	
Billed Assessment Revenues	**$ 44,466,955**	**$ 45,087,963**	**$ 50,619,889**	**$ 56,823,274**	**$ 59,182,226**	**Discount =**
Less: Discount for 95% Revenue (2)	$ (2,223,348)	$ (2,254,398)	$ (2,530,994)	$ (2,841,164)	$ (2,959,111)	**5.0%**
Total Assessment Revenue	**$ 42,243,607**	**$ 42,833,565**	**$ 48,088,895**	**$ 53,982,111**	**$ 56,223,115**	
Plus: Other Revenue	$ 2,027,185	$ 2,069,363	$ 2,112,957	$ 2,158,016	$ 2,204,595	
Total MSBU Revenues	**$ 44,270,793**	**$ 44,902,928**	**$ 50,201,851**	**$ 56,140,127**	**$ 58,427,710**	
Total Expenses	$ 53,688,135	$ 49,648,467	$ 52,168,416	$ 54,753,757	$ 58,459,969	
Net Income	**$ (9,417,342)**	**$ (4,745,539)**	**$ (1,966,565)**	**$ 1,386,370**	**$ (32,259)**	

	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
% Billed Revenue Increase	**0.00%**	**0.00%**	**11.00%**	**11.00%**	**3.00%**
% New Development Growth		**1.4%**	**1.1%**	**1.1%**	**1.1%**
2027 % Cost Recovery	**82.71%**				

Scenarios	
Fund Station 15 Personnel?	Y
Fund Future Station Personnel?	N
Fund Heavy Rescue Personnel?	Y

*0% adjustment in FY27-28
*11% in FY29-30 to correct cash flow deficit
*3% thereafter to maintain Fund Balance

(1) These fees are calculated for FY27 and escalated for the rate increase and new development growth for FY27 - FY31
(2) Discount for Early Paymemt and Propery Appraiser's Fee

Scenario 4 – Future station personnel and operating costs not funded
0% FY27-28, 11% FY29-30, 3% thereafter

Assessment Property Class	Unit Type	Current FY 2026	Calculated FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Unimproved & Acreage	Lot	$ 85.805	$ 105.380	$ 105.380	$ 116.972	$ 129.839	$ 133.734
Residential	Unit	$ 337.024	$ 324.161	$ 324.161	$ 359.819	$ 399.399	$ 411.381
Commercial	Sq. Ft.	$ 0.202	$ 0.230	$ 0.230	$ 0.255	$ 0.283	$ 0.292
Hospitals & Nursing Homes	Sq. Ft.	$ 1.726	$ 1.487	$ 1.487	$ 1.651	$ 1.832	$ 1.887
Churches	Sq. Ft.	$ 0.154	$ 0.143	$ 0.143	$ 0.159	$ 0.176	$ 0.181
Industrial/Warehouse	Sq. Ft.	$ 0.080	$ 0.087	$ 0.087	$ 0.097	$ 0.107	$ 0.110
Government	Sq. Ft.	$ 0.217	$ 0.177	$ 0.177	$ 0.196	$ 0.218	$ 0.225
Agricultural Buildings	Sq. Ft.	$ -	$ 0.120	$ 0.120	$ 0.133	$ 0.148	$ 0.152
Fixed Base/Admin Fee	Parcel	$ 25.36	$ 30.26	$ 30.26	$ 33.59	$ 37.28	$ 38.40
Commercial Inspection Fee		$ 165.03	$ 165.03	$ 165.03	$ 183.19	$ 203.34	$ 209.44
% Change in Assessment Revenue:			0.00%	0.00%	11.00%	11.00%	3.00%

Assessment Property Class	Unit Type	% Change FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Unimproved & Acreage	Lot	22.8%	0.00%	11.00%	11.00%	3.00%
Residential	Unit	-3.8%	0.00%	11.00%	11.00%	3.00%
Commercial	Sq. Ft.	13.9%	0.00%	11.00%	11.00%	3.00%
Hospitals & Nursing Homes	Sq. Ft.	-13.8%	0.00%	11.00%	11.00%	3.00%
Churches	Sq. Ft.	-7.1%	0.00%	11.00%	11.00%	3.00%
Industrial/Warehouse	Sq. Ft.	8.7%	0.00%	11.00%	11.00%	3.00%
Government	Sq. Ft.	-18.4%	0.00%	11.00%	11.00%	3.00%
Agricultural Buildings	Sq. Ft.		0.00%	11.00%	11.00%	3.00%

NOTICE OF PUBLIC HEARING OF PROPOSED RESOLUTION
REVISING MUNICIPAL SERVICES BENEFIT UNIT
NON-AD VALOREM ASSESSMENT RATES FOR FIRE RESCUE SERVICES

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Hernando County Florida, will hold a public hearing on **Tuesday, June 9, 2026, at 9:00 a.m. or soon thereafter**, in the Hernando County Government Center, County Commission Chambers, 20 N. Main St, Rm 160, Brooksville, Florida, to consider the following:

A RESOLUTION TO ADOPT THE REVISED NON-AD VALOREM (SPECIAL) ASSESSMENT RATES FOR THE HERNANDO COUNTY MUNICIPAL BENEFIT UNIT FOR FIRE RESCUE SERVICES.

The estimated revenue to be collected is $44,342,495.04 based on 95% collection of the total below and is the funding source to provide fire rescue services to Hernando County.

PROPOSED FY 2027 FIRE MSBU RATES

Category	Units	FY 2026 City of Brooksville MSBU RATE	County FY 2026 MSBU Rate	FY 2027 Proposed MSBU Rate	Unit of Measure	Revenue
Unimproved	22,612.00	73.000	85.805	111.954	per Parcel	$2,531,503.85
Residence	97,244.00	356.000	337.024	344.384	per Parcel	$33,489,277.70
Commercial	17,225,806.00	0.126	0.202	0.244	Per Sq. Ft.	$4,203,096.66
Camp-A-Wyle	211.00	0.000	16.120	19.650	per Parcel	$4,146.15
Hospitals/Nursing	802,063.00	0.258	1.726	1.580	Per Sq. Ft.	$1,267,259.54
Church	1,831,924.00	0.258	0.154	0.152	Per Sq. Ft.	$278,452.45
Industrial/Warehouse	8,489,906.00	0.099	0.080	0.093	Per Sq. Ft.	$789,561.26
Government	111,191.00	0.258	0.217	0.188	Per Sq. Ft.	$20,903.91
River Run Club House	119.00	0.000	10.678	12.686	per Parcel	$1,509.63
Base Fee	113,084.00	0.000	25.360	30.260	per Parcel	$3,421,921.84
Commercial Inspection	3,829.00	Billed Separately	165.030	174.520	Per 10,000 Sq. Ft.	$668,237.08
Greenbrier	100.00	0.000	3.849	4.405	per Parcel	$440.50
						$46,676,310.57
Note: Every parcel is charged a base fee						
in accordance with Florida Statute 125.01(1)(r).				@ 95% Revenue		$44,342,495.04

By law, the Board of County Commissioners can use this notice to inform you of maximum rates used for this non-ad valorem assessment. The maximum rates inform of the base for annual increases to account for growth, inflation, the change in purchasing value of money, or similar purchasing or cost increase variables, and may only be increased from year to year in an amount not to exceed 5.75% in Fiscal Year 2028 and each year thereafter. Annual fire assessment rate increases within these parameters will be deemed to be within the maximum rate authorized by law at the time of initial imposition of this non-ad valorem assessment. Any increase in rates beyond such authorization will require additional individual mailed notice to all affected property owners.

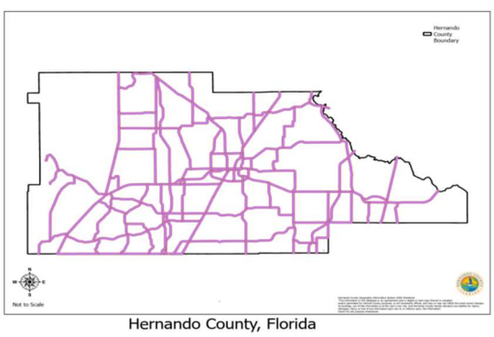
THIS PROPOSED RESOLUTION may be inspected by the public in the Hernando County Fire Rescue Headquarters, 15470 Flight Path Drive, Brooksville, Florida 34604, between the hours of 7:30 a.m. to 4:00 p.m., M-F, legal holidays excepted, telephone (352) 540-4353.

YOU HAVE A RIGHT to appear and be heard at this public meeting and/or to send any written objections to the County Commissioners at 15470 Flight Path Drive, Brooksville, Florida 34604.

YOU ARE FURTHER ADVISED that if any person decides to appeal against any decision made by the Board of County Commissioners with respect to the subject matter of the hearing, that person will need to ensure a verbatim record of the proceedings is made.

ALL PERSONS INTERESTED in the above matter are invited to attend and be heard.

Public participation is solicited without regard to race, color, national origin, age, sex, religion, disability, or family status. In accordance with the Americans with Disabilities Act, persons with disabilities needing a special accommodation to participate in this proceeding should contact Maryellen Waite, Risk Management, 15470 Flight Path Drive, Brooksville, Florida 34604, telephone (352) 540-6289. If hearing impaired, please call 711 for assistance.



Hernando County, Florida

BOARD OF COUNTY COMMISSIONERS

HERNANDO COUNTY, FLORIDA

/s/_____**(SEAL)**
Douglas A. Chorvat, Jr., Clerk of Circuit Court

By: _____, Deputy Clerk

Publish: May 15, 2026

HERNANDO COUNTY FIRE AND EMERGENCY SERVICES
15470 FLIGHT PATH DRIVE
BROOKSVILLE, FL 34604

NOTICE OF PUBLIC HEARING TO MODIFY THE
HERNANDO COUNTY FIRE
MUNICIPAL SERVICE BENEFIT UNIT

NOTICE DATE: MAY 19, 2026
PUBLIC HEARING DATE: JUNE 9, 2026

Name
Address
City State Zip

Notice is hereby given that the Board of County Commissioners of Hernando County has scheduled a public hearing to modify the Hernando County Fire Municipal Service Benefit Unit (MSBU) non-ad valorem budget and assessment rate.

A public hearing has been scheduled for Tuesday, June 9, 2026, at 9:00 a.m. in the Hernando County Government Center, County Commission Chambers, 20 N. Main Street, Room 160, Brooksville, Florida, for the purpose of receiving public comment on the proposed assessment.

The proposed Fiscal Year 2027 assessments are set forth on the table. Rates have been reallocated based on the last three years of calls for service and the consolidation of fire departments. The estimated revenue to be collected is $44,342,495.04 based on 95% collection of the total and is the funding source to provide fire services to Hernando County.

PROPOSED FY 2027 FIRE MSBU RATES

Category	Units	FY 2026 City of Brooksville MSBU RATE	County FY 2026 MSBU Rate	FY 2027 Proposed MSBU Rate	Unit of Measure	Revenue
Unimproved	22,612.00	73.000	85.805	111.954	per Parcel	$2,531,503.85
Residence	97,244.00	356.000	337.024	344.384	per Parcel	$33,489,277.70
Commercial	17,225,806.00	0.126	0.202	0.244	Per Sq. Ft.	$4,203,096.66
Camp-A-Wyle	211.00	0.000	16.120	19.650	per Parcel	$4,146.15
Hospitals/Nursing	802,063.00	0.258	1.726	1.580	Per Sq. Ft.	$1,267,259.54
Church	1,831,924.00	0.258	0.154	0.152	Per Sq. Ft.	$278,452.45
Industrial/Warehouse	8,489,906.00	0.099	0.080	0.093	Per Sq. Ft.	$789,561.26
Government	111,191.00	0.258	0.217	0.188	Per Sq. Ft.	$20,903.91
River Run Club House	119.00	0.000	10.678	12.686	per Parcel	$1,509.63
Base Fee	113,084.00	0.000	25.360	30.260	per Parcel	$3,421,921.84
Commercial Inspection	3,829.00	Billed Separately	165.030	174.520	Per 10,000 Sq. Ft.	$668,237.08
Greenbrier	100.00	0.000	3.849	4.405	per Parcel	$440.50
						$46,676,310.57
Note: Every parcel is charged a base fee in accordance with Florida Statute 125.01(1)(r).				@ 95% Revenue		$44,342,495.04

By law, the Board of County Commissioners can use this notice to inform you of maximum rates used for this non-ad valorem assessment. The maximum rates inform of the base for annual increases to account for growth, inflation, the change in purchasing value of money, or similar purchasing or cost increase variables, and may only be increased from year to year in an amount not to exceed 5.75% in Fiscal Year 2028 and each year thereafter. Annual fire assessment rate increases within these parameters will be deemed to be within the maximum rate authorized by law at the time of initial imposition of this non-ad valorem assessment. Any increase in rates beyond such authorization will require additional individually mailed notice to all affected property owners.

All affected property owners have a right to appear at the hearing and to file written objections with the Board of County Commissioners within 20 days. If a person decides to appeal any decision made by the Board of County Commissioners with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the American with Disabilities Act, persons needing a special accommodation or an interpreter to participant in this proceeding should contact Maryellen Waite, Risk Management at (352) 540-6289, at least three days prior to the date of the hearing.

The assessment will be collected on the ad-valorem tax bill to be mailed in November 2026, as well as collected on subsequent years' bills upon Board certification, as authorized by Section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property, which may result in a loss of title.

Questions regarding this notice should contact Hernando County Fire and Emergency Services at 352-540-4353 or visit our website at www.hernandocounty.us/fireresecue. Only one notice will be sent to a property owner owning multiple properties within Hernando County.

THE Hernando Sun NEWSPAPER

HERNANDO SUN; Published Weekly

Brooksville Hernando County FLORIDA

PUBLISHER'S AFFIDAVIT OF PUBLICATION
STATE OF FLORIDA
COUNTY OF HERNANDO

Before the undersigned authority, Kirsten Fyke, personally appeared, who under oath, says he/she is a registered representative of Hernando Sun, a weekly newspaper published at Brooksville in Hernando County, Florida, that the attached copy of advertisement, being a Municipal - Public Hearing

in the matter of
NOTICE OF PUBLIC HEARING OF PROPOSED RESOLUTION REVISING MUNICIPAL SERVICES BENEFIT UNIT

was published in said newspaper by print in the issue(s) of:
May 15, 2026

and by publication on the newspaper's publicly available website, if authorized, on May 15, 2026

Affiant further says that the newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Kirsten Fyke
(Signature of Affiant)

Sworn to and subscribed before me this
This 15th day of May, 2026.

(Signature of Notary Public)

OFFICIAL SEAL
JESSIE CATHERINE BORN
Notary Public, State of Illinois
Commission No. 991966
My Commission Expires June 06, 2028

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known X or produced identification ____

Type of identification produced _____

NOTICE OF PUBLIC HEARING OF PROPOSED RESOLUTION
REVISING MUNICIPAL SERVICES BENEFIT UNIT
NON-AD VALOREM ASSESSMENT RATES FOR FIRE RESCUE SERVICES

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Hernando County Florida, will hold a public hearing on **Tuesday, June 9, 2026, at 9:00 a.m, or soon thereafter,** in the Hernando County Government Center, County Commission Chambers, 20 N. Main St, Rm 160, Brooksville, Florida, to consider the following:

A RESOLUTION TO ADOPT THE REVISED NON-AD VALOREM (SPECIAL) ASSESSMENT RATES FOR THE HERNANDO COUNTY MUNICIPAL BENEFIT UNIT FOR FIRE RESCUE SERVICES.

The estimated revenue to be collected is $44,342,495.04 based on 95% collection of the total below and is the funding source to provide fire rescue services to Hernando County.

PROPOSED FY 2027 FIRE MSBU RATES

Category	Units	FY 2026 City of Brooksville MSBU RATE	County FY 2026 MSBU Rate	FY 2027 Proposed MSBU Rate	Unit of Measure	Revenue
Unimproved	22,612.00	73.000	85.805	111.954	per Parcel	$2,531,503.85
Residence	97,244.00	356.000	337.024	344.384	per Parcel	$33,489,277.70
Commercial	17,225,806.00	0.126	0.202	0.244	Per Sq. Ft.	$4,203,096.66
Camp-A-Wyle	211.00	0.000	16.120	19.650	per Parcel	$4,146.15
Hospitals/Nursing	802,063.00	0.258	1.726	1.580	Per Sq. Ft.	$1,267,259.54
Church	1,831,924.00	0.258	0.154	0.152	Per Sq. Ft.	$278,452.45
Industrial/Warehouse	8,489,906.00	0.099	0.080	0.093	Per Sq. Ft.	$789,561.26
Government	111,191.00	0.258	0.217	0.188	Per Sq. Ft.	$20,903.91
River Run Club House	119.00	0.000	10.678	12.686	per Parcel	$1,509.63
Base Fee	113,084.00	0.000	25.360	30.260	per Parcel	$3,421,921.84
Commercial Inspection	3,829.00	Billed Separately	165.030	174.520	Per 10,000 Sq. Ft.	$668,237.08
Greenbrier	100.00	0.000	3.849	4.405	per Parcel	$440.50
						$46,676,310.57
Note: Every parcel is charged a base fee in accordance with Florida Statute 125.01(1)(r).				@ 95% Revenue		$44,342,495.04

By law, the Board of County Commissioners can use this notice to inform you of maximum rates used for this non-ad valorem assessment. The maximum rates inform of the base for annual increases to account for growth, inflation, the change in purchasing value of money, or similar purchasing or cost increase variables, and may only be increased from year to year in an amount not to exceed 5.75% in Fiscal Year 2028 and each year thereafter. Annual fire assessment rate increases within these parameters will be deemed to be within the maximum rate authorized by law at the time of initial imposition of this non-ad valorem assessment. Any increase in rates beyond such authorization will require additional individual mailed notice to all affected property owners.

THIS PROPOSED RESOLUTION may be inspected by the public in the Hernando County Fire Rescue Headquarters, 15470 Flight Path Drive, Brooksville, Florida 34604, between the hours of 7:30 a.m. to 4:00 p.m., M-F, legal holidays excepted, telephone (352) 540-4353.

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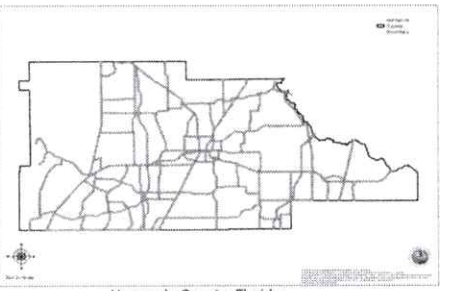

Hernando County, Florida

BOARD OF COUNTY COMMISSIONERS

CR 345631

See Proof on Next Page

AFFIDAVIT OF PUBLICATION

Hernando County
20 N. Main St. Rm. 362, Brooksville, FL 34601
(352) 754-4180

State of Florida, County of Orange, ss:

I, Anjana Bhadoriya, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of Hernando County, a Daily newspaper of general circulation, printed and published in City of Brooksville, Hernando County, State of Florida; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates.

Publication Dates:
- May 15, 2026

Notice ID: zy5rHlDXEac06nf7iyrG

Notice Name: Notice of Hearing for Proposed Resolution 6/9

Publication Fee: $0.00

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Anjana Bhadoriya

Agent

JESSICA GORDON-THOMPSON
Notary Public - State of Florida
Commission # HH301656
Expires on August 17, 2026

VERIFICATION

State of Florida
County of Orange

Signed or attested before me on this: 05/15/2026

Notary Public

Notarized remotely online using communication technology via Proof.

NOTICE OF PUBLIC HEARING OF PROPOSED RESOLUTION
REVISING MUNICIPAL SERVICES BENEFIT UNIT
NON-AD VALOREM ASSESSMENT RATES FOR FIRE RESCUE SERVICES

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Hernando County Florida, will hold a public hearing on **Tuesday, June 9, 2026, at 9:00 a.m. or soon thereafter**, in the Hernando County Government Center, County Commission Chambers, 20 N. Main St, Rm 160, Brooksville, Florida, to consider the following:

A RESOLUTION TO ADOPT THE REVISED NON-AD VALOREM (SPECIAL) ASSESSMENT RATES FOR THE HERNANDO COUNTY MUNICIPAL BENEFIT UNIT FOR FIRE RESCUE SERVICES.

The estimated revenue to be collected is $44,342,495.04 based on 95% collection of the total below and is the funding source to provide fire rescue services to Hernando County.

PROPOSED FY 2027 FIRE MSBU RATES

Category	Units	FY 2026 City of Brooksville MSBU RATE	County FY 2026 MSBU Rate	FY 2027 Proposed MSBU Rate	Unit of Measure	Revenue
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						$46,676,310.57
Note: Every parcel is charged a base fee						
in accordance with Florida Statute 125.01(1)(r).			@ 95% Revenue			$44,342,495.04

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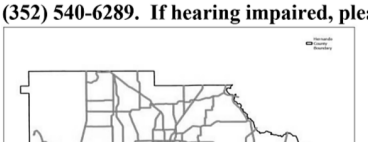

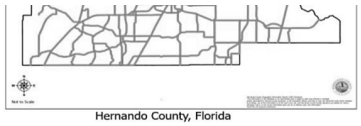

Hernando County, Florida

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

/s/_____**(SEAL)**
Douglas A. Chorvat, Jr., Clerk of Circuit Court

By: Nienke Osinga, Deputy Clerk

RESOLUTION NO.: 2026-_____

A RESOLUTION OF THE HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS TO AMENDED THE NON-AD VALOREM (SPECIAL) ASSESSMENT RATES TO BE LEVIED BY THE HERNANDO COUNTY MUNICIPAL BENEFIT UNIT FOR FIRE RESCUE SERVICES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Hernando County Board of County Commissioners ("the Board"), pursuant to Fla. Stat. Ch. 125 and Hernando County Code Ch. 12, has created the Hernando County Municipal Benefit Unit for Fire Rescue Services in order to annually levy non-ad valorem assessments against properties that are benefitted by Hernando County's provision of fire rescue services, facilities, and programs; and,

WHEREAS, pursuant to Hernando County Code Ch. 12, Division 2, the Board utilizes the "uniform method" to levy, collect, and enforce the non-ad valorem assessments; and,

WHEREAS, pursuant to the uniform method, the Hernando County Tax Collector will include the non-ad valorem assessment on the ad valorem tax notice/bill and will utilize the collection methodology used for ad valorem taxes including the issuance and sale of tax certificates (which can result in the loss of title); and,

WHEREAS, the amended non-ad-valorem assessments set forth herein exceed the rates that the Board has previously authorized; and,

WHEREAS, the Board has provided the public with notice of the amended rates by means of a newspaper advertisement, and additionally, by providing individual notice to each affected property owner by first-class mail, mailed at least 20 days prior to the public hearing; and,

WHEREAS, the Board has considered the written comments of interested persons and the testimony at the hearing concerning these non-ad valorem assessments.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY:

1. Incorporation of Recitals. The recitals above are incorporated herein by reference and made a part hereof.

2. Adoption of Amended Rates. Following a duly-noticed public hearing, the Board adopts the following non-ad valorem assessment rates for the Hernando County Municipal Benefit Unit for Fire Rescue Services, at the units of assessment and rates set forth on the attached Exhibit "A."

3. Application of Amended Rates to Assessment Roll. These non-ad valorem assessments, at their new revised rates, will be applied to the assessment roll and submitted to the Hernando County Property Appraiser and the Hernando County Tax Collector within the time required by law for inclusion on the(combined) Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments for 2026, and continuing annually thereafter as allowed by law, or amended or repealed.

4. Severability. It is declared to be the intent of the Board of County Commissioners that if any section, subsection, clause, sentence, phrase, or provision of this resolution is for any reason held unconstitutional or invalid, the invalidity thereof shall not affect the validity of the remaining portions of this resolution.

5. Conflicting Provisions Repealed. All resolutions or parts of resolutions in conflict with the provisions of this resolution are hereby repealed.

6. Effective Date. This resolution shall take effect immediately.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY in Regular Session this 9th day of June 2026.

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

Attest:_____ By:_____

Douglas Chorvat, Jr.
Clerk of the Court

Jerry Campbell
Chairman

Approved for Form and Legal Sufficiency

_____
County Attorney

EXHIBIT A

PROPOSED FY 2027 FIRE MSBU RATES

Category	Units	County FY 2026 MSBU Rate	FY 2027 Proposed MSBU Rate	Unit of Measure	Revenue
Unimproved	22,612.00	85.805	109.444	per Parcel	$2,474,747.73
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Church	1,831,924.00	0.154	0.148	Per Sq. Ft.	$271,124.75
Industrial/Warehouse	8,489,906.00	0.080	0.090	Per Sq. Ft.	$764,091.54
Government	111,191.00	0.217	0.184	Per Sq. Ft.	$20,459.14
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Base Fee	113,084.00	25.360	30.260	per Parcel	$3,421,921.84
Commercial Inspection	3,829.00	165.030	172.460	Per 10,000 Sq. Ft.	$660,349.34
Greenbrier	100.00	3.849	4.297	per Parcel	$429.70
					$46,052,375.67
Note: Every parcel is charged a base fee in accordance with Florida Statute 125.01(1)(r).			@ 95% Revenue		**$43,749,756.88**

See Proof on Next Page

AFFIDAVIT OF PUBLICATION

Hernando County
20 N. Main St. Rm. 362, Brooksville, FL 34601
(352) 754-4180

State of Florida, County of Orange, ss:

I, Anjana Bhadoriya, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of Hernando County, a Daily newspaper of general circulation, printed and published in City of Brooksville, Hernando County, State of Florida; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates.

Publication Dates:
- May 15, 2026

Notice ID: zy5rHlDXEac06nf7iyrG

Notice Name: Notice of Hearing for Proposed Resolution 6/9

Publication Fee: $0.00

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Anjana Bhadoriya

Agent

JESSICA GORDON-THOMPSON
Notary Public - State of Florida
Commission # HH301656
Expires on August 17, 2026

VERIFICATION

State of Florida
County of Orange

Signed or attested before me on this: 05/15/2026

Notary Public

Notarized remotely online using communication technology via Proof.

NOTICE OF PUBLIC HEARING OF PROPOSED RESOLUTION
REVISING MUNICIPAL SERVICES BENEFIT UNIT
NON-AD VALOREM ASSESSMENT RATES FOR FIRE RESCUE SERVICES

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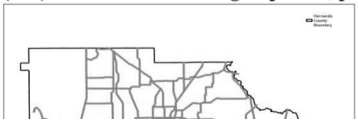
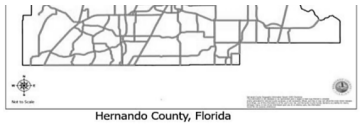


Newspaper page size: Width: 11.62 in., Height: 21.12 in.



Hernando County, Florida

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

/s/_____**(SEAL)**
Douglas A. Chorvat, Jr., Clerk of Circuit Court

By: Nienke Osinga, Deputy Clerk

RESOLUTION NO.: 2026-116

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY AMENDING THE DESCRIPTION OF THE HERNANDO COUNTY MUNICIPAL SERVICES BENEFIT UNIT FOR FIRE RESCUE SERVICES AS CONTAINED IN RESOLUTIONS 99-112, 2005-222, 2013-7, 2015-51, AND 2017-43 AND RETAINING EXISTING ASSESSMENT RATES.

WHEREAS, the Board of County Commissioners of Hernando County, Florida (the "Board") provides for fire rescue services, facilities and programs within the Hernando County Municipal Benefit Unit for Fire Rescue Services (the "MSBU"), and;

WHEREAS, the City of Brooksville has opted into the MSBU as authorized by Hernando County Code § 12-530; and,

WHEREAS, the inclusion of the City of Brooksville necessitates an amendment to the MSBU's geographical description; and

WHEREAS, the Board has complied with all of the conditions precedent to the inclusion of the City of Brooksville into the MSBU; and,

WHEREAS, in the public hearing that this Resolution memorializes, the Board also voted not to increase the non-ad valorem assessments that it levies by means of the MSBU.

NOW, THEREFORE, BE IT RESOLVED BY THE HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS AS FOLLOWS:

1. The geographical description of the Hernando County Municipal Benefit Unit for Fire Rescue Services as contained in Appendix "A" of Resolution 99-112, as amended by Appendix "A" of Resolution 2005-222, as amended by Appendix "A" of Resolution 2013-7, as amended by Appendix "A" of Resolution 2015-51, and as amended by Appendix "A" of Resolution 2017-43 is hereby amended as described in Appendix "A" attached hereto and made a part hereof.

2. The inclusion of the City of Brooksville within the MSBU boundaries shall automatically sunset if the City of Brooksville enacts an ordinance revoking its consent thereto pursuant to the process set forth in Hernando County Code § 12-530(2), as it may be amended.

3. This Resolution shall be effective immediately upon adoption.

4. The Clerk shall record a copy of this Resolution in the Official Records of Hernando County, Florida, and shall send a copy of the Resolution to the City of Brooksville by certified mail, return receipt requested.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA in Regular Session this 9 day of June 2026.

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

Attest: Heidi Pruce, Deputy Clerk
DOUGLAS CHORVAT, JR.
Clerk

By: _____
JERRY CAMPBELL
Chairman

SEAL

Approved for Form and Legal Sufficiency

Jon Jouben
County Attorney

DESCRIPTION OF HERNANDO COUNTY MUNICIPAL SERVICE BENEFIT UNIT FOR FIRE RESCUE SERVICES APPENDIX "A"

All of ~~the unincorporated area of~~ Hernando County, Florida, as described in section 7.27, Florida Statutes.

Board of County Commissioners

AGENDA ITEM

Meeting: 06/09/2026
Department: County Attorney
Prepared By: Pam Hare
Initiator: Jon Jouben
DOC ID: 17529
Legal Request Number: 26-286
Bid/Contract Number:

TITLE

Consideration of Request Submitted by Jesus M. Ariza, Jr., to Reduce Outstanding Special Master Order in Code Enforcement Case for Improper Watering

RESULT:	**ADOPTED**
MOVER:	Steve Champion
SECONDER:	Ryan Amsler
AYES:	Campbell, Amsler, Champion and Allocco
ABSENT:	Hawkins

From: Jesus Ariza
To: County Attorney Office
Subject: Request for Consideration – Case No. 428755
Date: Monday, May 4, 2026 4:58:31 PM

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

Dear Members of the Hernando County Board of County Commissioners,

I hope you are doing well. I am writing to respectfully request your consideration regarding Special Master Case No. 428755.

I recently became aware of this matter after finding the certified letter dated February 16, 2026, while sorting through older mail at home. The letter had unfortunately been set aside due to a language barrier within my household, and I did not have actual knowledge of the citation or the hearing at the time.

I want to be clear that this is my first experience with any code enforcement issue. Had I been aware of the notice, I would have taken immediate action to correct the situation or appear at the hearing. I take compliance seriously, and since discovering this, I have ensured that everything at my property is fully aligned with the County's watering regulations.

I understand and respect the County's enforcement process, and I am not trying to avoid responsibility. I am simply asking for consideration based on the circumstances. Given that this was unintentional, and that I did not knowingly miss the hearing, I respectfully ask if the Board would allow me to resolve this matter by paying the original fine amount associated with the citation, without the additional costs that were added afterward.

I am fully committed to resolving this promptly and maintaining full compliance moving forward. I truly appreciate your time, your understanding, and the opportunity to have this request reviewed.

Thank you again for your service to our community.

Respectfully,
Jesús M. Ariza Jr.
4572 Secretariat Run
Spring Hill, FL 34609
Phone: 786-443-3959
Email: jariza2839@me.com



Sent from my iPhone

HERNANDO COUNTY, FLORIDA

NOTICE NO. 428755

CIVIL VIOLATION NOTICE

SM CASE NO. 43445

NAME OF VIOLATOR: ARIZA JESUS M JR

ADDRESS OF VIOLATOR: 4572 SECRETARIAT RUN

CITY, STATE AND ZIP CODE: SPRING HILL, FL 34609

DATE AND TIME VIOLATION WAS COMMITTED: 05/09/2025 @ 07:55 A.M./P.M.

LOCATION OF VIOLATION: 4572 SECRETARIAT RUN

DESCRIPTION OF VIOLATION: Did violate current watering restrictions by watering on wrong day.

HERNANDO COUNTY CODE SECTION VIOLATED: CHAPTER 28 ARTICLE XI SECTION 28-503

AMOUNT OF CIVIL PENALTY: $ 100.00 MAXIMUM FINE: $ 15,000.00

☐FIRST VIOLATION ☐CONTINUING VIOLATION ☐REPEAT VIOLATION ☑IRREPARABLE VIOLATION

HEARING DATE AND TIME: (UNLESS CIVIL PENALTY IS PAID): August 20, 2025 @ 9:00 A.M.
LOCATION: HERNANDO COUNTY GOVERNMENT CENTER, BOARD CHAMBERS, 20 N. MAIN ST., RM 160, BROOKSVILLE, FL 34601

DATE AND TIME OF ISSUANCE OF CIVIL VIOLATION NOTICE: 05/23/2025 @ 10:37 A.M./P.M.

SIGNATURE, PRINTED NAME AND TITLE OF OFFICER: J Leach, Water Resource Enforcement Officer

DEPARTMENT/DIVISION ISSUING CIVIL VIOLATION NOTICE: Code Enforcement Division

NOTICE TO VIOLATOR

You have been charged with a civil violation. You must pay the amount of the civil penalty or attend the administrative hearing before the Hernando County Special Master. Each day the violation continues after the date for correction has run shall be deemed a continuing violation subject to additional civil penalty in the same amount, without the need for additional notices of violation. Accrual of continuing violation penalties is tolled pending the outcome of the administrative hearing.

The civil penalty may be paid by cash (in person only) or by check, money order or credit card at the address below. Payments must include the Notice No. and SM Case No.

Hernando County Code Enforcement, 789 Providence Boulevard, Brooksville, FL 34601, Tel. (352)754-4056

Failure to pay the civil penalty or attend the administrative hearing shall constitute a waiver of your right to contest the Civil Violation Notice, and, in such case, the Special Master may enter a default order imposing a civil penalty against you in an amount up to the maximum fine per day.

You may be liable for reasonable costs of the administrative hearing should you be found guilty of the civil violation. In addition, you may be liable for the County's costs and expenses incurred as a result of investigation, enforcement, testing or monitoring should you be found guilty of the civil violation. Any person who decides to appeal any decision made by the Special Master at the hearing will need a record of the proceedings and, for such purposes, may need to ensure that a court reporter is present at the hearing so that a verbatim record of the proceedings is made.

CERTIFIED MAIL TRACKING NO. 9414 7266 9904 2233 4963 96

Case #428755 Open

Created on May 13, 2025 by JONATHAN LEACH

Cert Mailer	**Case Age** 10 Days	**Hours Logged** 0.00 Hours	**Case Initiation** Proactive	**Assigned to** JONATHAN LEACH	3 Attachments	2 Internal Comments

Location

4572 SECRETARIAT RUN, Spring Hill, FL 34609

Street Address	City	State
4572 SECRETARIAT RUN	Spring Hill	FL

Zip	APN	Zoning
34609	1280991	-

Owner Name	Owner's Mailing Address	Flagged?
ARIZA JESUS M JR	4572 SECRETARIAT RUN, SPRING HILL, FL 34609-0328	No

Section 1: Assessor's Addresses

Assessor's Address
4572 SECRETARIAT RUN,
SPRING HILL, FL 34609

Section 2: CDBG Information

CDBG Eligible?	CDBG Approved?	Census Tract	Block Group	LowModPct
No	No	040909	120530409092	19

Abatement Activities

Case Created May 13, 2025
Created by JONATHAN LEACH

Cert Mailer May 16, 2025
Verification Inspection Completed on May 16, 2025 by JONATHAN LEACH

Inspection Note
No inspection note added

ARIZA JESUS M JR -- ✓ Responsible Party ✓ Recipient

Follow-up Inspection 1
Due on May 17, 2025 | Assigned to JONATHAN LEACH

Violations (1)

Watering-1st Off H20 C1	Chapter 28 Article XI Section 28-503	Comply By 1 day	**Applied on** May 13, 2025 by JONATHAN LEACH	**Comply by** May 17, 2025	Open, non-compliant

Watering- Call Out

Resolution Action

Call officer

Contacts (1)

ARIZA JESUS M JR
Property Owner
4572 SECRETARIAT
RUNSPRING HILL, FL

☐ Bill To Contact

Other Information

Certified Mail

Certified Mail Number	Officer Number
-	121

Notice to Appear

Failure to Comply Violation Date	Failure to Comply Violation Time	In violation of...	Court Review Date
-	-	-	-
NTA penalty	Hearing Date & Time		
-	-		

Internal Comments (2)

FRIDAY 05/09/2025 @ 7:55 AM - WHILE DRIVING THROUGH THE NEIGHBORHOOD DID NOTICE THE IRRIGATION SYSTEM RUNNING ON THE RIGHT ZONE ON THE WRONG DAY (FRIDAY). THE CORRECT DAY IS TUESDAY AND THE CORRECT TIME IS BEFORE 8AM OR AFTER 6PM.

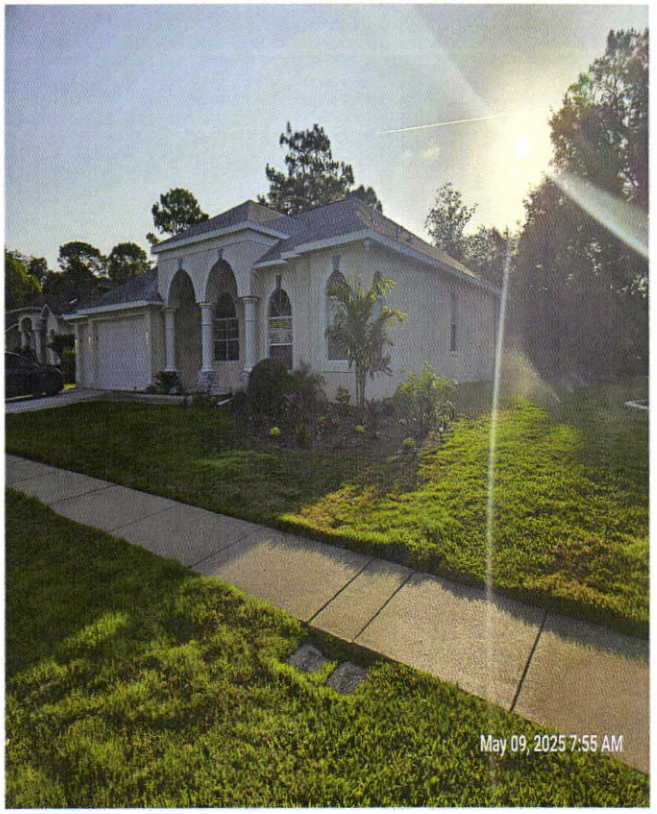
NOTED THAT THE GARAGE DOOR WAS CLOSED AND THERE WAS NO ONE IN THE VICINITY OF THE HOME OR IN THE YARD AT THIS TIME.

YARD SIGN FROM GRASS MONKEY PEST DATED FOR 4/29

Added on May 23, 2025 10:40 AM by JONATHAN LEACH

05/23/25 CITATION 43445 ISSUED FOR $100.00 (SM HEARING 08/20/25) TO ARIZA JESUS M JR, 4572 SECRETARIAT RUN, SPRING HILL, FL 34609. MAILED VIA CERTIFIED MAIL. OWNERSHIP VERIFIED VIA PROPERTY APPRAISER.

Added on May 23, 2025 10:40 AM by JONATHAN LEACH



Uploaded on May 13, 2025 by JONATHAN LEACH

20250509_075553_1747140314040.jpg (4.2 MB)

Name

20250509_075553_1747140314040.jpg

Description

N/A



Uploaded on May 13, 2025 by JONATHAN LEACH

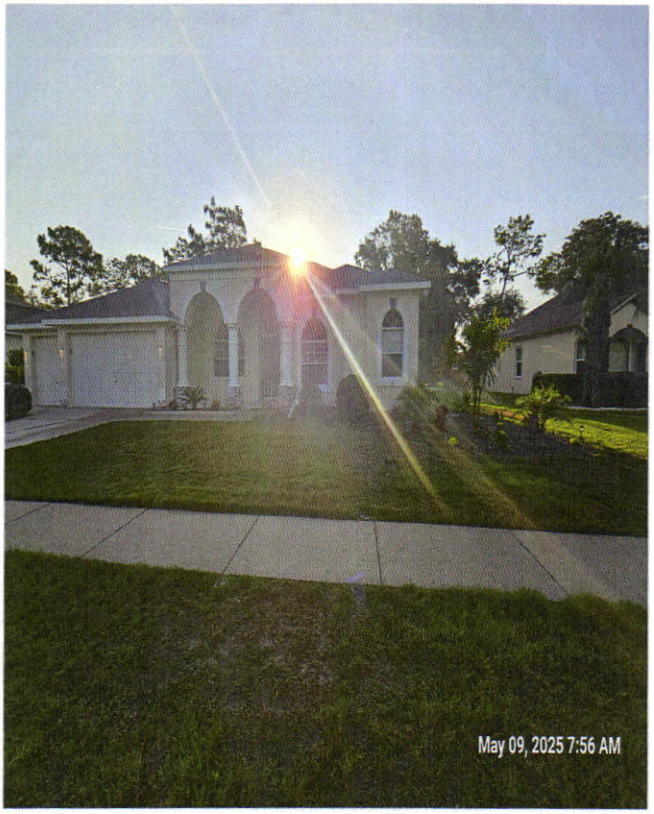
20250509_075612_1747140320327.jpg (4.5 MB)

Name

20250509_075612_1747140320327.jpg

Description

N/A



Uploaded on May 13, 2025 by JONATHAN LEAC H

20250509_075624_1747140546422.jpg (3.5 MB)

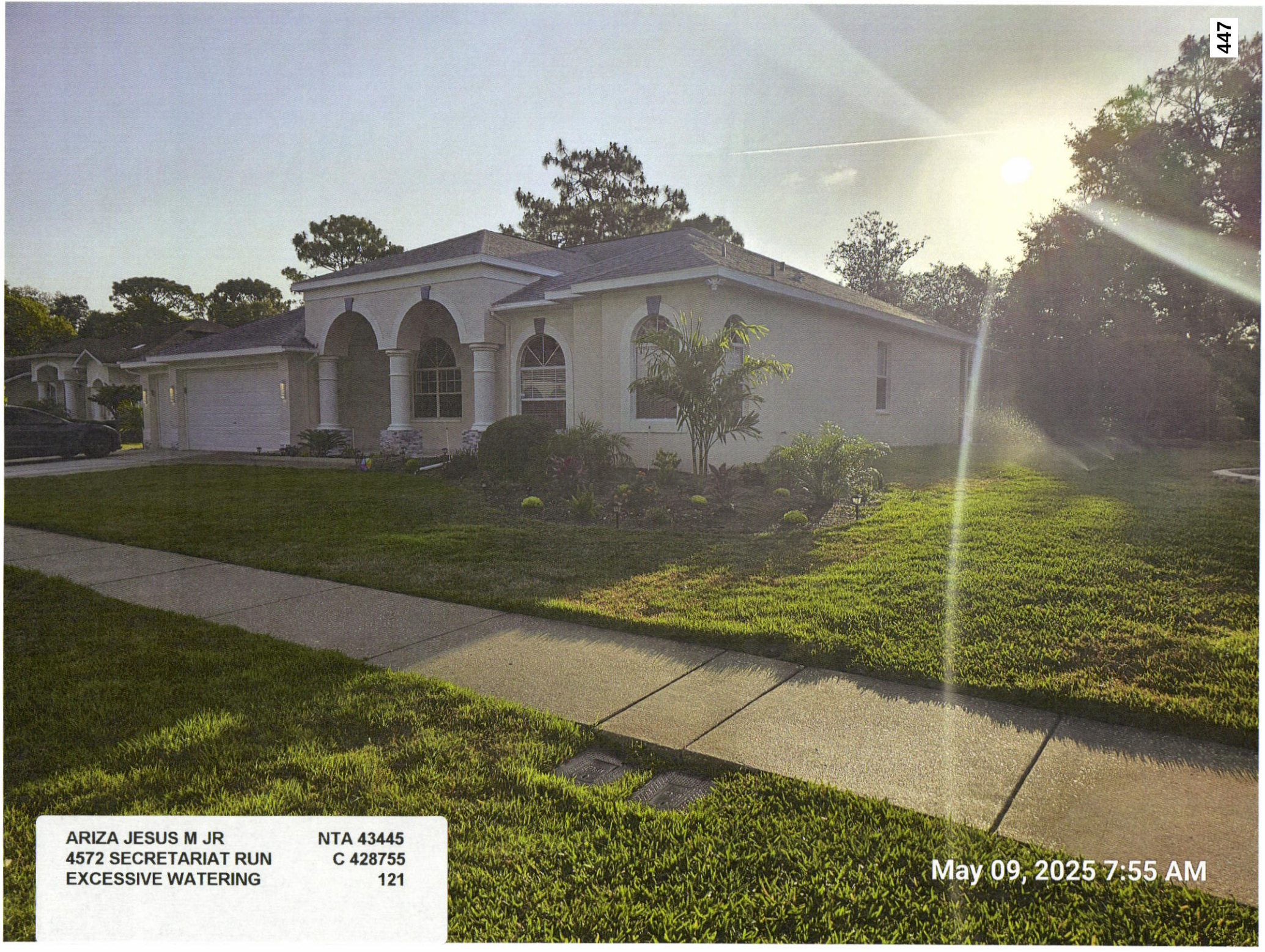
Name

20250509_075624_1747140546422.jpg

Description

N/A


446
ARIZA JESUS M JR
4572 SECRETARIAT RUN
EXCESSIVE WATERING
NTA 43445
C 428755
121
May 09, 2025 7:56 AM


447
ARIZA JESUS M JR
4572 SECRETARIAT RUN
EXCESSIVE WATERING
NTA 43445
C 428755
121
May 09, 2025 7:55 AM



ARIZA JESUS M JR NTA 43445
4572 SECRETARIAT RUN C 428755
EXCESSIVE WATERING 121

May 09, 2025 7:56 AM

RANDY MAZOUREK
HERNANDO COUNTY PROPERTY APPRAISER
"TO SERVE AND ASSESS WITH FAIRNESS"

HERNANDO COUNTY CENTRAL GIS

Street Level photos may not be available if structure is not visible from road. Save Our Homes Assessment Limitation and Exemptions/Classifications Will Be Removed Effective January 1, 2025.

2024 Final Tax Roll

Parcel Key: 01280991 Parcel #: R10 223 18 3491 0020 0090

Owner Information

Owner Name: ARIZA JESUS M JR
Mailing Address: 4572 SECRETARIAT RUN
SPRING HILL FL 34609-0328

Property & Assessment Values

Building:	$231,321	Assessed:	$318,361
Features:	$22,540	Exempt:	$0
Land:	$64,500	Capped:	$318,361
AG Land:	$0	Excl Cap:	$0
Market:	$318,361	Taxable:	$318,361

Bldg #1 - SINGLE FAMILY RESIDENCE



1

Property Information

Site Address: 4572 SECRETARIAT RUN
Description: SILVERTHORN PH 1 BLK 2 LOT 9
DOR Code: (01) SINGLE FAMILY
Levy Code: CWES Sec/Tnshp/Rng: 10-23-18
Subdivision: SILVERTHORN PH 1
Neighborhood: SILVERTHORN IMP TYPE 01(SLV001)

Certified Tax Information

AdValorem:	$4,729.19
NONAdValorem:	$553.66
Total For 2024:	$5,282.85
Total For 2023:	$2,381.27
Total For 2022:	$2,345.60
Total For 2021:	$2,340.53

Real Time Tax Info Pay Taxes On-line

CE Assmts/Liens Comm Fire Assmts

Land Breakdown

Land Use	Units	Value
RESIDENTIAL/SQFT RATE	15,000.00 SQUARE FEET	64,500

Sales Breakdown

Sale Date	Book/Page	Deed Type	Vacant/ Improved	Qualification	Sale Price	Grantee
10/04/2024	4484/1471	WD	I	Q	$390,000	ARIZA JESUS M JR
05/28/2019	3708/203	QC	I	X	$100	STROHL BARBARA D LIFE ESTATE
12/16/1994	998/361	WD	V	Q	$32,000	STROHL ROBERT E
01/01/1994	804/537	SW	V	S	$2,999,100	SCARBOROUGH SEMBLER JOINT

Building Characteristics

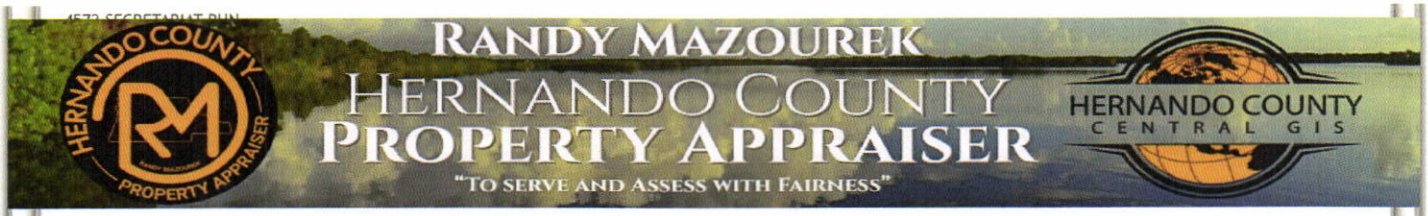
Bldg #	Description	Year Built	Area (Base/Aux)	Bed/Bath	Value
1	SINGLE FAMILY RESIDENCE(01)	1995	2135/1098	3/2	$231,321

NOTE: All S.F. Calculations are based on exterior building dimensions

Extra Features

Bldg#	Description	Actual Year	Dimensions	Current Value
1	COOL/EPOXY DECK(CDK)	1995	245	$1,176
1	COOL/EPOXY DECK(CDK)	1995	98	$470
1	ENCLOSURE-SCREEN ALUM, 2 WALL(EC6)	1995	735	$706
1	OUTDOOR JENNAIRE GRILL(OJG)	1995	1	$360
1	PAVEMENT, CONCRETE WALKS/DRIVE(PV1)	1995	88	$317
1	PAVEMENT, CONCRETE WALKS/DRIVE(PV1)	1995	650	$2,340
1	POOL,GUNITE/CONCRETE 301-400FT(SP2)	1995	392	$13,571
1	WHIRLPOOL/HOT TUB(WTT)	1995	1	$3,600

Addresses



Mobile Homes

Name	PIN	Key	Date Filed	Date Audit	Levy Code	NAICS	Ent Zone	Current Value	Last Year Value	2 Years Ago

No Matching Records Found or the Information is Exempt per Florida Statute(s).

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WALZ CERTIFIED MAILER®

FROM **WALZ**

FORM #45663 VERSION: E1023

Label #1

ARIZA JESUS M JR
4572 SECRETARIAT RUN
SPRING HILL, FL 34609-0328

Label #2

ARIZA JESUS M JR
4572 SECRETARIAT RUN
SPRING HILL, FL 34609-0328

Label #3

428755 121

TEAR ALONG THIS LINE

U.S. Postal Service® CERTIFIED MAIL® RECEIPT

Domestic Mail Only

USPS® ARTICLE NUMBER

9414 7266 9904 2233 4963 96

Certified Mail Fee	$
Return Receipt (Hardcopy)	$
Return Receipt (Electronic)	$
Certified Mail Restricted Delivery	$
Postage	$
Total Postage and Fees	$

Postmark Here

Sent to:

ARIZA JESUS M JR
4572 SECRETARIAT RUN
SPRING HILL, FL 34609-0328

Reference Information

428755121

PS Form 3800, Facsimile, July 2015

A FOLD AND TEAR THIS WAY → OPTIONAL

B

Label #4

Certified Article Number 9414 7266 9904 2233 4963 96 SENDER'S RECORD

Label #5 (OPTIONAL)

ARIZA JESUS M JR
4572 SECRETARIAT RUN
SPRING HILL, FL 34609-0328

Label #6 - Return Receipt Barcode (Sender's Record)

9590 9266 9904 2233 4963 99

Label #7 - Certified Mail Article Number

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL®

9414 7266 9904 2233 4963 96

FOLD AND TEAR THIS WAY →

C FOLD AND TEAR THIS WAY →

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

Return Receipt (Form 3811) Barcode

9590 9266 9904 2233 4963 99

1. Article Addressed to:

ARIZA JESUS M JR
4572 SECRETARIAT RUN
SPRING HILL, FL 34609-0328

2. Certified Mail (Form 3800) Article Number

9414 7266 9904 2233 4963 96

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent
X ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type:
☒ Certified Mail

Reference Information

REF NUM
CE 428755 CEO 121

Thank you for using Return Receipt Service

PS Form 3811, Facsimile, July 2015 Domestic Return Receipt

WALZ

A COVIUS SOLUTION

Walz Certified Mailer™ form #45663
Version E1023

For use with WCM Plus™ software

Reorder forms online at:
www.walzpostal.com

or contact WALZ at:
Email: sales@walzpostal.com
Toll Free: (800) 381-3811

For a *better*, *faster* and *easier* way!

WALZ software, forms and envelopes work seamlessly together to prepare, track and manage Certified Mail® from your desktop computer.

Save time whenever you send Certified Mail with a full-cycle mail management system that is quick and easy to implement without extensive training or new equipment.

Other WALZ Solutions:

CertifiedPro.net - secure web-based software to automate the Certified Mail process. Offers detailed online tracking (including Return Receipt Electronic (RRE) Signatures), reporting, and return management. Requires no software updates.

Walz Certified Mailer Forms - available in several configurations for use with both Return Receipt and RRE.

Walz Certified Mailer Envelopes - 6X9" and 9X12" versions, with pre-printed RRE Certified Mail® endorsements that eliminate the need for "peel and stick" labels.

WALZ Critical Borrower Communications - full outsourcing solutions for compliant mailings, using Return Receipt, RRE and First-Class Mail services.

Label 1: Recipient address label

Label 2: Recipient address or optional sender address label

Label 3: Sender address label

Label 4: Sender's record of the Certified Mail Article Number.

Label 5: Sender address label or Charge Back information

Label 6: Return Receipt Barcode (for sender's record)

Label 7: PS Form 3800 Certified Mail sticker (affix at the top of the envelope with the perforation mark on the edge)



FRONT



BACK

PEEL BACK TO EDGE

USPS TRACKING #

9590 9266 9904 2233 4963 99

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States Postal Service®

• Sender: Please print your name, address and ZIP+4® below •

HERNANDO COUNTY CODE ENFORCEMENT
789 PROVIDENCE BLVD
BROOKSVILLE FL 34601-3043

DO NOT BEND VERTICAL PERF

PEEL BACK TO EDGE

DO NOT BEND VERTICAL PERF

USPS Tracking®

FAQs >

Remove ×

Tracking Number:

9414726699042233496396

Copy Add to Informed Delivery (https://informeddelivery.usps.com/)

Latest Update

Your item was delivered to an individual at the address at 11:26 am on May 30, 2025 in SPRING HILL, FL 34609.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, Left with Individual

SPRING HILL, FL 34609
May 30, 2025, 11:26 am

See All Tracking History

What Do USPS Tracking Statuses Mean? (https://faq.usps.com/s/article/Where-is-my-package)

Text & Email Updates ⌄

USPS Tracking Plus® ⌄

Product Information ⌄

See Less ^

Feedback

Track Another Package

Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

FAQs

SPECIAL MASTER PROGRAM
HERNANDO COUNTY CODE ENFORCEMENT

HERNANDO COUNTY

CODE ENFORCEMENT,

vs.

ARIZA JESUS M JR

Citation Number: 43445

Case Number: 428755

AFFIDAVIT OF SERVICE
CERTIFIED MAIL

STATE OF FLORIDA
COUNTY OF HERNANDO

BEFORE ME the undersigned authority, personally appeared, (this is not an online notarization), **Jonathan Leach**, who was first duly sworn, deposes, and says:

1. I, **Jonathan Leach**, Hernando County Code Enforcement Water Resource Officer, have worked for Hernando County for 20 years.

2. On May 23, 2025, I mailed the citations to **ARIZA JESUS M JR, 4572 SECRETARIAT RUN, SPRING HILL, FL 34609.**

3. I mailed the citation via certified mail, return receipt requested, certified number: **9414 7266 9904 2233 4963 96,** said proof of mailing is attached below and incorporated herein:

FURTHER AFFIANT SAYETH NAUGHT.

AFFIANT'S NAME: Jonathan Leach

AFFIANT: _____

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 23RD day of May, 2025, by Jonathan Leach, Water Resource Enforcement Officer for Hernando County, a political subdivision of the State of Florida, who is personally known to me.

JENNA GATHJE SWARTZMILLER
Notary Public - State of Florida
Commission # HH 511906
My Comm. Expires Apr 3, 2028
Bonded through National Notary Assn.

Jenna Gathje Swartzmiller
Notary Public

Return to CAO
Rm 462

INSTR #2026033026 BK: 4709 PG: 1561 Page 1 of 2
FILED & RECORDED 5/15/2026 9:41 AM CVF Deputy Clk
Doug Chorvat, Jr., HERNANDO County Clerk of the Circuit Court
Rec Fees: $18.50

BEFORE THE SPECIAL MASTER
IN AND FOR HERNANDO COUNTY, FLORIDA

HERNANDO COUNTY, a political subdivision of the State of Florida,
Plaintiff,

vs.

Case No. 428755

JESUS M. ARIZA, JR.,
Defendant.
_____/

SPECIAL MASTER'S ORDER

THIS MATTER came before the Special Master for hearing on August 20, 2025, after notice to the Defendant, on Citation #43445 issued by the Plaintiff, HERNANDO COUNTY CODE ENFORCEMENT, 789 Providence Blvd., Brooksville, Florida 34601, to the Defendant, JESUS M. ARIZA, JR., 4572 Secretariat Run, Spring Hill, FL 34609. The citation, with the date and time of the hearing inscribed thereon, was mailed to the Defendant by certified mail, return receipt requested and was delivered at the Defendant's address per USPS tracking. The Defendant being duly informed and advised, failed to appear for the hearing. The Plaintiff was represented by MELISSA A. TARTAGLIA, ESQ., Assistant Hernando County Attorney. Proceedings were had in the absence of the Defendant.

The Special Master heard the testimony of Hernando County Code Enforcement Officer JONATHAN LEACH.

Upon **CONSIDERATION**, the Special Master finds as follows:

A. Upon testimony and evidence presented, the Plaintiff established that on Friday, May 9, 2025 at 7:55 a.m. Officer Leach inspected property owned the Defendant and located at 4572 Secretariat Run, Spring Hill, Hernando County, Florida, and observed watering on the right side zone of the property. This was the wrong day but the correct time to water. The correct day and time for the Defendant to water are Tuesday before 8:00 a.m. or after 6:00 p.m. Three photographs taken by Officer Leach were identified, entered into evidence, and were viewed by the Special Master. Officer Leach testified that there was a sign in the yard with a date of April 29, 2025. This was ten days prior to the violation. 24 hours are allowed to water when there is an application applied to a yard.

UPON THESE FINDINGS, it is therefore **ORDERED**:

1. Regarding citation #43445 the Defendant, JESUS M. ARIZA, JR., is found GUILTY of watering on the wrong day at 4572 Secretariat Run, Spring Hill, Hernando County, Florida in violation of Hernando County Code of Ordinances Chapter 28, Article IV, Section 28-503.

a) The Defendant shall pay a civil penalty in the amount of $250.00, payable to the Hernando County Code Enforcement Department, 789 Providence Blvd., Brooksville, Florida 34601, pursuant to Hernando County Code of Ordinances 2004-09, Section 4(a)(1).

2. That pursuant to authority granted by Chapter 2, Article III, Section 2-54(k) of the Hernando County Code of Ordinances and Section 162.09(2)(d), Florida Statutes, the Defendant is hereby ordered to

pay investigative and administrative costs on behalf of the Department in the amount of $100.00, on behalf of the County Attorney in the amount of $100.00, and certified mail costs in the amount of $21.74 payable to the Hernando County Code Enforcement Department.

3. **The total of penalties and costs due and payable to the Plaintiff, Hernando County Code Enforcement Department, 789 Providence Blvd., Brooksville, Florida 34601 is $471.74. This order shall bear interest at the legal rate established pursuant to Section 55.01, Florida Statutes, beginning 30 days after the clerk signs this order, FOR WHICH LET EXECUTION NOW ISSUE. In the event that this Special Master's Order is recorded in the public records pursuant to paragraph 4, herein, Hernando County shall be entitled to collect for their actual costs of recording this Order and a Satisfaction, which additional costs shall be added to the total of penalties and costs stated herein.**

4. If the Defendant fails to comply with this Order within 30 days, pursuant to Hernando County Code of Ordinances 2004-09, Section 10(b), a certified copy of this Order shall be recorded in the public records of Hernando County, Florida and wherever else the Defendant may live or own property and thereafter shall constitute a lien against real and personal property owned by the Defendant.

REQUESTS FOR FURTHER REVIEW shall be addressed as follows:

An aggrieved party, including the local governing body, may appeal a decision of the Special Master to the Circuit Court. Such appeal shall not be a hearing de novo, but shall be limited to appellate review of the record created before the Special Master. An appeal shall be filed within thirty (30) days of the execution of the Order to be appealed.

YOU ARE FURTHER advised that if you decide to seek further review of any decision made by the Special Master with respect to any matter considered at such hearing, you will need a record of the proceedings, and that, for such purpose, you may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the further review is to be based. Production of verbatim transcripts shall be the responsibility and at the personal expense of the party seeking review of the Special Master's Order.

DONE AND ORDERED at Brooksville, Hernando County, Florida this 21st day of January, 2026.

KENNETH L. WARNSTADT
Special Master

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Special Master's Order has been sent by Regular U.S. Mail and certified mail, return receipt requested, to JESUS M. ARIZA, JR., 4572 Secretariat Run, Spring Hill, FL 34609, and by Courthouse Mail to ~~Hernando~~ County Code Enforcement Dept., 789 Providence Blvd., Brooksville, FL 34601 on January/February 16, 2026.

Pursuant to Section 119.07, Florida Statutes
as amended from time to time, as Record Custodian
for this document, I hereby certify that this is a true
and correct copy of the original document on file.

Record Custodian: Virginia Bloodworth
Print Name: Virginia Bloodworth
Date: 5/14/26
Hernando County Government, Brooksville, FL
Department/Office: County Attorney's Office

Virginia Bloodworth
Clerk to Special Master

PARTIAL RELEASE OF LIEN

-For Recording Use Only Above Line-

WITNESSETH that the Hernando County Board of County Commissioners hereby acknowledges partial release of that certain lien in the amount of $471.74 (no interest has yet accrued) as reflected in that Special Master's Order Case No. 428755, filed on May 15, 2026, by Hernando County, against **JESUS M. ARIZA, JR.**, as recorded in Official Records Book 4709, Page 1561, in the Public Records of Hernando County, Florida. The amount of $371.74 is hereby deemed release. This Partial Release does not impair the remaining Special Master's Order and lien against the real and personal property owned by the Defendant **JESUS M. ARIZA, JR.** in the amount of $100.00 which is still due and owed.

Mailing Address: 4572 Secretariat Run, Spring Hill, FL 34609

IN WITNESS WHEREOF, Hernando County has set its hand and seal this ___ day of _____, 2026.

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

_____
Jerry Campbell, Chairman

ATTEST:

_____
Douglas A. Chorvat, Jr.
Clerk of Circuit Court & Comptroller

Approved for Form and Legal Sufficiency:

By: _____
County Attorney's Office

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization this ____ day of _____ 2026, by Jerry Campbell, as Chairman of the Hernando County Board of County Commissioners, who is personally known to me or who has produced _____ as identification.

_____
(Signature of person taking acknowledgment)

_____
(Name typed, printed or stamped)

_____
(Title or rank)

Return to: Hernando County Sheriff's Office, 18900 Cortez Blvd, Brooksville, FL 34601

PARTIAL RELEASE OF LIEN

-For Recording Use Only Above Line-

WITNESSETH that the Hernando County Board of County Commissioners hereby acknowledges partial release of that certain lien in the amount of **$**471.74 (no interest has yet accrued) as reflected in that Special Master's Order Case No. 428755, filed on May 15, 202**6,** by Hernando County, against **JESUS M. ARIZA, JR.**, as recorded in Official Records Book 4709, Page 1561, in the Public Records of Hernando County, Florida. The amount of $371.74 is hereby deemed release. This Partial Release does not impair the remaining Special Master's Order and lien against the real and personal property owned by the Defendant **JESUS M. ARIZA, JR.** in the amount of $100.00 which is still due and owed.

Mailing Address: 4572 Secretariat Run, Spring Hill, FL 34609

IN WITNESS WHEREOF, Hernando County has set its hand and seal this 9 day of June, 2026.

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

Jerry Campbell, Chairman

ATTEST:

Douglas A. Chorvat, Jr.
Clerk of Circuit Court & Comptroller

BOARD OF COUNTY COMMISSIONERS HERNANDO COUNTY, FLORIDA SEAL

Approved for Form and Legal Sufficiency:

By: _____
County Attorney's Office

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 9 day of June 2026, by Jerry Campbell, as Chairman of the Hernando County Board of County Commissioners, who is personally known to me or who has produced _____ as identification.

Jessica Wright
(Signature of person taking acknowledgment)

Jessica Wright
(Name typed, printed or stamped)

Notary # HH 720462
(Title or rank)

JESSICA WRIGHT
Notary Public - State of Florida
Commission # HH 720462
My Comm. Expires Dec 12, 2029
Bonded through National Notary Assn.

Return to: Hernando County Sheriff's Office, 18900 Cortez Blvd, Brooksville, FL 34601

Board of County Commissioners

AGENDA ITEM

Meeting: 06/09/2026
Department: Procurement Department
Prepared By: Fran Hallet
Initiator: Carla Rossiter-Smith
DOC ID: 17547
Legal Request Number:
Bid/Contract Number: 20-RG0002

TITLE

Amendment No. 1 to Contract With Stantec Consulting Services, Inc., for Engineering Services for Lake Townsen Park Boat Ramp Project (Contract No. 20-RG0002; Amount of Amendment: $113,991.00)

RESULT:	**ADOPTED**
MOVER:	John Allocco
SECONDER:	Ryan Amsler
AYES:	Campbell, Amsler, Champion and Allocco
ABSENT:	Hawkins

Board of County Commissioners

AGENDA ITEM

Meeting: 10/13/20 09:00 AM
Department: Purchasing & Contracts
Prepared By: Patty Hall

Initiator: James Wunderle
DOC ID: 17500
Legal Request Number: 2019-716
Bid/Contract Number: 20-RG0002/PH

TITLE

Award of Contract to Cardno, Inc., for Engineering Services for Lake Townsen Park Boat Ramp Project (RFQ 20-RG0002/PH; Amount: $55,515.00)

BRIEF OVERVIEW

On February 12, 2020, the Purchasing and Contracts Department issued a Request for Qualifications (RFQ No. 20-RG0002/PH) for Engineering Services for the Lake Townsen Boat Ramp Project. The term of the resulting Contract is for twenty-four (24) months or through construction completion, whichever is greater. The County intends to award one (1) Contract to the highest ranked proposing firm.

Two (2) proposals were received on the opening date of March 19, 2020, from the following firms (in alphabetical order):

Cardno, Inc. - Brooksville, FL
Land & Water Engineering Science - St. Petersburg, FL

A Professional Services Review Committee (PSRC) comprised of Scott Herring, P.E., Public Works Director; Keith Kolasa, Aquatic Services and Waterways Manager; Clay Black, P.E., Stormwater Engineer; and Harry Johnson, Parks and Recreation Manager. The PSCR met via conference call on April 13, 2020, to review and rank the two (2) written Proposals. The selection process was conducted using the guidelines set forth in Section 287.055, Florida Statutes (Current Edition). This statute only permits negotiation of fees or project costs as a part of the Contract negotiation process (i.e., after the firms have been ranked).

The PSRC consensus scoring actions resulted in a short list of these two (2) firms in highest ranking order:

FIRM NAME	TOTAL AVG. POINTS
Cardno, Inc.	82.00
Land & Water Engineering Science	78.50

As per the attached memo dated April 22, 2020, the PSRC concurs with the ranking order and recommended that contract negotiations begin with the highest-ranked firm. Staff entered into negotiations for RFQ No. 20-RG0002/PH with Cardno, Inc. Staff has successfully completed negotiations. The final negotiated contract is attached for your approval.

FINANCIAL IMPACT

Funding is available in Expense Account 1051-37201-5606378 ($55,515.00) FL Boating & Improv Prgm, Improv-FL Boat Impr Pgm.

LEGAL NOTE

The Board has the authority to take the recommended action pursuant to Part II, Chapter 2, Article V of the Hernando County Code of Ordinances.

RECOMMENDATION

It is recommended the Board approve and authorize the Chairman’s signature on attached negotiated Contract No. 20-RG0002/PH with Cardno, Inc., for the Lake Townsen Boat Ramp Project in the estimated amount of $55,515.00 and authorize the Chief Procurement Officer to approve change orders as become necessary and required.

REVIEW PROCESS

James Wunderle	Completed	09/14/2020 11:17 AM
Scott Herring	Completed	09/14/2020 3:10 PM
Keith Kolasa	Completed	09/15/2020 10:26 AM
Elaine Singer	Completed	09/14/2020 9:58 AM
Lillian Hoyt	Completed	09/16/2020 5:00 PM
Helen Gornes	Completed	09/18/2020 3:31 PM
Stephanie Russ	Completed	09/18/2020 1:20 PM
Pamela Hare	Completed	09/18/2020 11:06 AM
Garth Coller	Completed	09/30/2020 12:52 PM
Jenine Wimer	Completed	09/30/2020 1:53 PM
Tobey Phillips	Completed	10/04/2020 2:19 PM
Jeffrey Rogers	Completed	10/05/2020 4:14 AM
Tina Duenninger	Completed	10/05/2020 10:25 AM
Board of County Commissioners	Completed	10/13/2020 9:00 AM

RESULT:	**ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER:	Steve Champion, Commissioner
SECONDER:	Jeff Holcomb, Commissioner
AYES:	Mitten, Allocco, Dukes, Champion, Holcomb

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA
CONTRACT NO. 20-RG0002/PH

THIS Agreement made and entered into this 13th day of October, 2020 by and between HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS, 20 N. Main St., Brooksville, Florida, a political subdivision of the State of Florida, hereinafter called the County and Cardno, Inc., 20215 Cortez Blvd., Brooksville, FL 34601, duly authorized to conduct business in the State of Florida, hereinafter called the Professional.

WITNESSETH:

SECTION 1. The County does hereby retain the Professional to furnish certain services in connection with:

Engineering Services for the Lake Townsen Boat Ramp Project

SECTION 2. The Professional and the County mutually agree to furnish, each to the other, the respective services, information and terms as described in Exhibit "A", attached hereto and made a part hereof.

Before any additions or deletions to the work described in Exhibit "A", and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into a supplemental written Agreement covering such modifications and the compensation to be paid therefor.

Reference herein to this Agreement shall be considered to include any supplement thereto.
Reference herein to County Administrator shall mean the Hernando County Administrator or its designee.

SECTION 3. The services indicated in Exhibit "A" to be rendered by the Professional shall be commenced, subsequent to the execution of this Agreement, upon written notice from the Hernando County Administrator and or its designee and shall be completed within twenty-four (24) months or through construction completion, whichever is greater from the date of issuance of the Purchase Order and /or Notice to Proceed.

SECTION 4. The Professional agrees to provide Project Schedule progress reports in a format acceptable to the County, either monthly or at intervals established by the County. The County will be entitled at all times to be advised, at its request, as to the status of work being done by the Professional and of the details thereof. Coordination shall be maintained by the Professional with representatives of the County. Either party to the Agreement may request and be granted a conference.

SECTION 5. In the event there are delays on the part of the County as to the approval of any of the materials submitted by the Professional, as if there are delays occasioned by circumstances beyond the control of the Professional which delay the project schedule completion date, the County shall grant to the Professional, by "Letter of Time Extension" an extension of the Contract time, equal to the aforementioned delays, provided there are no changes in compensation or scope of work, except those changes that may be agreed upon between the parties hereto.

It shall be the responsibility of the Professional to ensure at all times that sufficient Contract time remains within which to complete all services on the project. In the event there have been delays that would affect the project completion date, the Professional shall submit a written request to the County that identifies the reason(s) for the delay and the amount of time related to each reason. The County shall timely review the request and make a determination as to granting all or part of the requested extension.

In the event Contract time expires and the Professional has not requested, or if the County has denied an extension of the completion date, partial progress payments will be stopped on the date time expires. No further payment for the project will be made until a time extension is granted or all work has been completed and accepted by the County.

SECTION 6. The Professional shall maintain an adequate and competent professional staff within the State of Florida and may associate with Specialists, Sub-Professionals and/or other Professionals, for the purpose of its services hereunder, without additional cost to the County. Should the Professional desire to utilize other Specialists, Sub-Professionals and/or Professionals in the performance of the work, the Professional shall be responsible for satisfactory completion of all such Specialists', Sub-Professionals' and/or other Professionals' work, and may not assign or transfer work under this Agreement to other Specialists, Sub-Professionals or Professionals unless approved in writing by the County. It is agreed that only Specialists, Sub-Professionals and/or other Professionals which have been approved by an authorized representative of the County will be used by the Professional. It is also agreed that the County will not, except for services so designated herein, or as may be approved by the County, if applicable, permit or authorize the Professional to perform less than the total Contract work with other than its own organization.

SECTION 7. All final plans, documents, reports, studies and other data prepared by the Professional will bear the endorsement of a person in the full employ of the Professional and duly registered in the appropriate professional category.

a) After the County's acceptance of final plans and documents, a reproducible form of the Professional's drawings, tracings, plans and maps will be provided to the County. Upon completion of construction by the Contractor, the Professional shall furnish acceptable field verified "record drawings" of full-size prints. The Professional shall signify, by affixing an appropriate endorsement, on every sheet of the record sets, that the work shown on the endorsed sheets was reviewed by the Professional. With the tracings and the record sets of prints, the Professional shall submit three (3) final sets of operation and maintenance manuals.

b) The Professional shall not be liable for use by the County of said plans, documents, studies or other data for any purpose other than stated in the Scope of Services, Exhibit "A" of this Agreement.

SECTION 8. All tracings, plans, specifications, maps, surveys, field survey notes, and/or reports prepared or obtained under this Agreement shall be considered works made for hire and shall become the property of the County restricted to the terms of (7) above; and reproducible copies shall be made available, upon request, at direct printing costs, to the County at any time during the period of this Agreement. The County will have the right to visit the site for inspection of the work and the drawings of the Professional at any time. Unless changed by written Agreement of the parties, said site shall be the address of the firm. Records of cost incurred under the terms of this Agreement shall be maintained and made available upon request of the County at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the County upon request at direct printing cost.

Records of cost incurred includes the Professional project accounting records, together with supporting documents and records of the Professional and all Specialists, Sub-Professionals and/or other Professionals performing work on the project, and all other records of the Professional and Specialists, Sub-Professionals and/or other Professionals considered necessary by the County for a proper audit of project costs.

Whenever travel costs are included in Exhibit B, the provisions of Section 112.061 (Current Edition), Florida Statutes, shall govern as to reimbursable costs.

The Professional shall furnish to the County at direct printing cost all final work documents, papers and letters, or any other such materials which may be subject to the provisions of Chapter 119 (Current Edition), Florida Statutes, made or received by the Professional in conjunction with this project. Failure by the Professional to provide such records shall be grounds for immediate unilateral cancellation of the Agreement by the County.

SECTION 9. The Professional shall comply with all federal, state and local laws and ordinances applicable to the work or payment thereof, and shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Agreement.

SECTION 10. The County agrees to pay the Professional compensation as detailed in Exhibit B, attached hereto and made a part hereof. Unless otherwise agreed to, this is a lump sum Contract. No additional fees or expenses will be paid by the County.

SECTION 11. The Professional is employed to render a professional service only and that payments made to the Professional are compensation solely for such services rendered and recommendations made in carrying out the work. The Professional shall perform and complete all work in a workmanlike manner to the best of its abilities and in accordance with sound engineering and professional consulting practices and principles.

In performing construction phase services, the Professional may be requested to act as agent of County. The Professional's review or supervision of work prepared or performed by other individuals or firms employed by the County shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.

SECTION 12. The County may terminate this Agreement in whole or in part at any time the interest of the County requires such termination.

a) If the County reasonably determines that the performance of the Professional is not satisfactory, the County shall have the option of:
   1) immediately terminating the Agreement and paying the Professional for work reasonably satisfactorily performed hereunder through the date of termination;
   2) notify the Professional of the deficiency, with a requirement that the deficiency be corrected within a reasonable specified time, otherwise the Agreement will be so terminated at the end of such time, and the Professional shall be paid for work satisfactorily completed to such specified date.

b) If the County requires termination of the Agreement for reasons other than unsatisfactory performance of the Professional, the County shall notify the Professional of such termination and specify the state of work at which time the Agreement is to be terminated, and the Professional shall be entitled to receive payment of all work reasonably satisfactorily performed hereunder through the date of termination. An allowance for satisfactory work in progress but not yet completed shall be made.

c) If the Agreement is terminated before performance is completed, the Professional shall be paid for work satisfactorily performed. Payment is to be on the basis of substantiated costs, not to exceed the percentage of the work performed.

SECTION 13. Adjustment of compensation and Contract time because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the County and supplemental Agreement(s) of such a nature as required may be entered into by the parties in accordance herewith.

SECTION 14. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

SECTION 15. The Professional shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by a negligent error, omission or act for which the insured is legally liable; such professional liability insurance will provide coverage in the amount of $1,000,000 min. Proof of insurance shall be provided to the County upon execution of this Agreement.

Additionally, the Professional shall procure and maintain Commercial General Liability insurance in the amount of $1,000,000/$2,000,000; $1,000,000 for Auto; and Statutory amounts for Worker's Compensation coverage whenever Professional enters County property.

The Professional will also cause professional Specialists and/or Sub-Professionals retained by Professional for the project to procure and maintain comparable professional liability insurance coverage. Before commencing the work, the Professional shall furnish the County a certificate(s) showing compliance with this paragraph (Exhibit C). *Said certificate(s) shall provide that policy(s) shall not be changed or canceled until thirty (30) days prior written notice has been given to the County; Hernando County is named as additional insured as to Commercial General Liability and Certificate Holder must read: Hernando County Board of County Commissioners.*

SECTION 16. The Professional warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the PROFESSIONAL, to solicit or secure this Agreement, and that he

has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted.

a) For the breach of violation of Paragraph (16) the County shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 17. Unless otherwise required by law or judicial order, the Professional agrees that it shall make no statements, press releases or publicity releases concerning the Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the County and securing its consent in writing. The Professional also agrees that it shall not publish, copyright or patent any of the site-specific data furnished in compliance with this Agreement; it being understood that, under Paragraph 8 hereof, such data or information is the property of the County. This does not include materials previously or concurrently developed by the Professional for "In House" use. Only data generated by Professional for work under this Agreement shall be the property of the County.

SECTION 18. Standards of Conduct - Conflict of Interest - The Professional covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Florida Statutes 112.313 (Current Edition) as it relates to work performed under this Contract, which standards is hereby incorporated and made a part of this Contract as though set forth in full. The Professional agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

SECTION 19. The County reserves the right to suspend, cancel or terminate the Agreement in the event one or more of the Professional's Corporate Officers is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the Professional for or on behalf of the County under this Agreement without penalty. It is understood and agreed that in the event of such termination, that reproducible copies of all tracings, plans, specifications, maps, and data prepared or obtained under this Agreement shall immediately be turned over to the County in conformity with the provisions of Paragraph 8 hereof. The Professional shall be compensated for its services rendered up to the time of any such termination in accordance with Paragraph 12 hereof. The County also reserves the right to terminate or cancel this Agreement in the event the Professional shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. The County further reserves the right to suspend the qualifications of the Professional to do business with the County upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought shall have indictment or direct information dismissed or be found not guilty, such suspension on account hereof shall be immediately lifted by the County Administrator.

SECTION 20. Professional shall indemnify and hold harmless the County and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Professional and other persons employed or utilized by Professional in the performance of the Contract.

SECTION 21. All notices required to be served on the Professional shall be served by Registered or Certified mail, Return Receipt Requested, to Professional's address and all notices required to be served upon the County shall be served by Registered or Certified mail, Return Receipt Requested, addressed to the County Administrator, Hernando County Board of County Commissioners, 20 N. Main St., Room 460, Brooksville, FL 34601.

SECTION 22. Hernando County reserves the privilege of auditing a vendor's record, by a representative of the COUNTY, as such records relate to equipment, goods or services and expenditure therefor, with respect to any express or implied agreement between Hernando County and said Professional. Such records include, but are not limited to: all books, records, and memoranda of every description, pertaining to work under Contract, this Agreement.

Hernando County further reserves the right to reproduce any of the aforementioned documents pertaining to the work under Contract, this Agreement.

SECTION 23. Unless otherwise required by law, this AGREEMENT shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute arising from this Agreement shall be litigated in the appropriate court in Hernando County, Florida, or the US District Court, Middle District of Florida. In any litigation arising from this agreement, the parties IN ANY LITIGATION ARISING FROM THIS AGREEMENT, THE PARTIES SHALL BEAR THEIR OWN COSTS AND ATTORNEYS' FEES.

SECTION 24. E-VERIFY

Contractor/Consultant/Professional 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/Proposal, Contractor / Consultant / Professional represents and warrants (a) that the Contractor / Consultant / Professional 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 Contractor/Consultant/Professional employees are legally eligible to work in the United States, and (c) that the Contractor/Consultant/Professional has actively and affirmatively verified such eligibility utilizing the Federal Government's Employment Verification Eligibility Form (I-9 Form).

A mere allegation of Contractor/Consultant/Professional 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 Contractor/Consultant/Professional unless such an allegation has been determined to be factual by ICE pursuant to an investigation conducted by ICE prior to the date the Contract is scheduled to be awarded by the County.

Legitimate claims of the Contractor/Consultant/Professional use of unauthorized workers must be reported to both of the following agencies:

(i) The County's Purchasing Contracts Department at (352) 754-4020: and
(ii) ICE (Immigration and Customs Enforcement) at 1-866-DHS-2-ICE

In the event it is discovered that the Contractor/Consultant/Professional employees are not legally eligible to work in the United States, then the County may, in its sole discretion, demand that the Contractor/Consultant/Professional 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 Contractor/Consultant/Professional 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.

Contractor/Consultant/Professional is encouraged (but not 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 to 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 Sub-Contractors' compliance with employment eligibility verification requirements. Encourage 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.

SECTION 25. INTERPRETATION

This Agreement shall not be construed for or against any party hereto, without regard to which party is wholly or partly responsible for its drafting.

SECTION 26. TRAVEL
Engineering firms (Professional) requesting travel and subsistence reimbursement shall comply with Florida Statute 112.061 (Current Edition).

SECTION 27. Attachments:
Exhibit "A" Scope of Services
Exhibit "B" Compensation and Method of Payment
Exhibit "C" Certificate of Insurance (To Be Provided at Contract Award)

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed, the day and year first above written.

(SEAL) SEAL

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

Attest: _____ Date: 10-5-20
Douglas A. Chorvat, Jr., Clerk of Circuit Court

_____ Date: 10-13-2020
John Mitten, Chairman

CARDNO, INC.

Witness _____

By _____ Vice President
Printed Name and Title of Professional

SCOPE OF SERVICES:

PROJECT DESCRIPTION: Hernando County is seeking Requests for Qualifications from qualified engineering consultants to perform surveying, geotechnical analyses, engineering, design, permitting, and construction administration services for improvements to the existing boat ramp facility located in the Lake Townsen Park on the Withlacoochee River. The objective of this project is to make improvements to the existing gravel ramp that will enable year-round use and improve accessibility. The final goal will be to successfully construct a properly designed concrete boat ramp, sidewalk, dock, and floating mooring dock. Improvements will also be made to the existing access road and parking areas.

The design of the boat ramp and floating dock needs to incorporate the broad range of fluctuations in water levels of the Withlacoochee River to improve both wet season and dry season accessibility. The design consultant should evaluate the range of water levels utilizing stage records available from the SWFWMD and USGS and incorporate these elevations into the design. The design plans should include the option of installing a temporary cofferdam to create a dry work environment to construct the portion of the ramp located within the river basin. The use of a cofferdam is anticipated unless the river elevation drops below its median or normal range during the time period construction takes place.

BASIC SERVICES:

1. SURVEY:

1.1 Review existing boundary and topographic surveys as provided by the County. Identify site modifications completed since the most recent surveys.

1.2 Complete topographic surveying services of the project area to NAVD88 with deliverables submitted as AutoCAD files, GIS shapefiles, and hard copy. The topographic survey will include the river bottom where the ramp will be constructed. Water elevations including the peak flood, and 75th, 50th and 25th percentiles, and POR low will also be shown. Copies of previous completed surveys will be provided along with AutoCAD files.

1.3 The topographic survey will include locating and verifying previous benchmarks or installing new benchmarks if necessary.

1.4 Provide as-built surveying services of the completed project in order to create record drawings.

2. GEOTECHNICAL:

2.1 Complete geotechnical analyses of the existing ramp and proposed extension of the ramp to the low water elevation to evaluate the existing sediment composition and to determine the extent of the earthwork needed to establish a structurally solid base foundation for the concrete ramp. The depth of muck and volume to be excavated will be determined. The location of geotechnical samples will also be referenced within the design plan details. The total number of samples will be determined by the consultant based on conditions observed during preliminary assessments completed in the field. A minimum of two (2) cores is anticipated.

2.2 Geotechnical analyses will include sediment sampling collected as vibracores or similar method to obtain a continuous, undisturbed core sample for full analyses of the sediment characteristics and composition of site horizons throughout the ramp area. Each horizon of the core will be characterized, and composites of the core sediments will be collected and logged to provide enough material for laboratory testing, if further analyses is needed.

2.3 Physical testing of the sediment samples will include standard parameters for all sample locations in accordance with both a sieve analysis (to the standard unit 200-sieve size) and hydrometer analysis (to determine the distribution of soil particles less than 0.75 microns) to be conducted to determine the grain size distribution of the dredge material. The sediment samples will also be tested for moisture and organic

content, and weight.

2.4 All data shall be submitted with the documents containing the following information, at a minimum:

2.4.1 Dates of analysis;
2.4.2 A statement describing the methods used in handling, storage and analysis of the samples;
2.4.3 A statement by the individual responsible for implementation of the analysis concerning the authenticity, precision, limits of detection and accuracy of the data;
2.4.4 Documentation that the laboratory performing the analyses has an approved quality assurance plan on file with DEP;
2.4.5 The MDL (method detection level) and PQL (practical quantitation limit) for each analytical method.

All data shall be reported in a table (or tables) which clearly list(s) the results of parameters measured at each location, and the information described above. In addition to the above, the County may find it necessary to review raw analytical data from the laboratory that performed the analyses.

3. PRELIMINARY DESIGN 30%: The development of the preliminary design will start with a review of County documents including past surveys and permits. Site meetings will also be held to examine the existing conditions and needs.

3.1 Attend on-site meetings as described herein or as requested by Hernando County.

3.2 Complete 30% engineered plans for a concrete boat ramp extension to the low water stage of the river with a minimum size of 15 ft x 60 ft.

3.3 Complete 30% engineered plans for improving gravel driveway leading to boat ramp.

3.4 Complete 30% engineered plans for a concrete sidewalk with a minimum size of 4 ft x 200 ft or as designed based on site conditions.

3.5 Complete 30% engineered plans for an 8 ft x 20 ft floating dock with access dock.

3.6 Complete 30% engineered plans of improved parking including horizontal stake-out.

3.7 Coordinate with the County and FFWCC on revisions and re-submittals.

3.8 Provide cost estimates for materials and construction.

4. PERMITTING AND PRE-APPLICATION MEETINGS

This task consists of scheduling and attending pre-application meetings, coordinating and drafting regulatory permit applications, and submitting them to the regulatory agencies that have jurisdiction over the project. The necessary regulatory permit/licenses included in this task are an Environmental Resource Permit (ERP) from either the FDEP or SWFWMD, necessary local authorizations, and a United States Army Corps of Engineers (Corps) permit. Based on previous meetings held between the County and FDEP, the construction of the concrete boat ramp is considered an exempt activity. Additionally, boat ramp construction is listed as a permittable activity through the Corps Nationwide permitting process. Parking improvements will be either constructed of 57 rock, millings, or geoblock and are also anticipated to be considered exempt activities due to the reduction of erosion anticipated form the improvements.

This task shall include a pre-application meeting with the agencies in order to introduce the 30% design plans, obtain agency feedback, and to verify that the construction of the boat ramp and associated floating dock are exempt activities. In the event the construction activities are not exempt, all necessary permits will be identified so that the permitting schedule can be adjusted and well-informed decisions can be made to keep the project moving forward. If needed, the preliminary design plans will be adjusted based on the feedback from the regulatory agencies.

4.1 Prepare pre-application meeting minutes and plan notes.

4.2 Coordinate plan revisions and permitting plan with the County.

5. 60% AND 90% DESIGN PLANS

Engineering drawings and specifications will be prepared. Engineering documents will be prepared for constructability, safety, and compliance with codes and regulations and will meet FDOT performance specifications and/or additional performance specifications provided by FFWCC.

Plan submittals will be made at the 30%, 60%, 90% and 100% design phase for the County and FFWCC review and approval. Plans will be developed at an appropriate scale and prepared on 11" x 17" sheets or larger if needed.

5.1 The plans will provide details for the applicable improvements identified above. Plans will include both aerial views and cross sections. Specifically, the following minimum elements are anticipated as part of the design details:

- 5.1.1 Specific limits of the cofferdam and ramp pad (length, width, waterward boundary, depth of muck if applicable);
- 5.1.2 Profiles of the existing riverbed and sediment to be graded and stabilized of excavated if muck deposits are found. Profiles to include depths of sediment;
- 5.1.3 Details of turbidity barrier placement and erosion and sediment protection plans;
- 5.1.4 Details of the ramp side slopes and ramp bottom widths, ramp slope, concrete thickness, and reinforcement;
- 5.1.5 Details of end-of-ramp design to protect from toe exposure and undermining from power loading;
- 5.1.6 Details of the sidewalk and construction specifications;
- 5.1.7 Details of parking improvements;
- 5.1.8 General notes and construction specifications;
- 5.1.9 Erosion and Sediment Protection Plans and SWPP for parking improvements.

5.2 Complete 60% design plans and construction specifications for items listed in Task 3.2 – 3.6 above and coordinate review and coordinate modifications with both County and FFWCC. Revise cost estimates.

5.3 Complete 90% design plans and construction specifications for items listed in Task 3.2 – 3.6 above and coordinate any modifications resulting from permit submittals.

5.4 Obtain review by marine contractor of the 90% plans for constructability. Appropriate changes based upon this constructability review will be incorporated into the 100% plans. Finalize cost estimates.

5.5 Complete final design plans and construction specifications for items listed in Task 3.2 – 3.6 above and coordinate final review with County and FFWCC.

6. PERMIT SUBMITTALS AND APPROVALS

Based on findings of the pre-application meetings (Task 4), prepare and submit all required state, federal, and local permitting documents including plans, specifications, details, permit forms, and related reports, calculations, and backup material. Permit fees and submittal fees to be provided by Hernando County. Verification of exemptions is anticipated for these activities from state and federal agencies; however, the County will require a building permit. It is likely that a variance will be required since the riverine protection ordinance is applicable restricting the size of the terminal platform to 130 sq. ft. The permit application will be submitted with the 60% engineering plans as that is usually deemed sufficient for permitting purposes.

6.1 Complete all permit submittals and coordinate with the County, state and federal staff to discuss submittals and;

6.2 Complete RAI's if necessary and meet with permitting staff to discuss the project design if necessary.

6.3 Coordinate plan revisions with the County and FFWCC staff if needed.

7. BIDDING

Provide bidding assistance as required to successfully award the project construction.

7.1 Provide type of required Contractor and qualifications in Bid specifications.

7.2 Prepare Bid solicitation scope of work, construction specifications for proposed improvements in conjunction with design plans and Bid breakdown and pricing forms.

7.3 Aid with requests for information/clarification during Bid phase.

7.4 Review Bids and provide recommendations.

7.5 Review final Bid submittals and prepare Bid Tabulation Tables for Hernando County.

7.6 Assist the County in Bid Award and Notification.

8. CONSTRUCTION MANAGEMENT

Provide construction management services as follows:

8.1 Set up and attend on-site pre-construction meeting with successful Contractor in conjunction with County staff.

8.2 Provide submittal review and approval.

8.3 Review construction RFI's and coordinate with engineer or other consultants on issuance of RFI response.

8.4 Perform at least two (2) on-site inspections during construction.

8.5 Perform one (1) final on-site inspection and punch lists.

8.6 Review and approve progress pay requests.

8.7 Provide as-built drawings.

9. DELIVERABLES

Topographic and Site Boundary Surveys, Geotechnical Analyses, Permits, Design Plans as 30%, 60%, 90% and Final, Bid Specifications, Construction Management Services, and As-Builts. Other deliverables including permitting pre-application meeting notes and RAI responses if they are required.

10. PERFORMANCE SCHEDULE

Upon successful negotiation of this Scope of Services and associated Fee, the Consultant will immediately begin work in accordance with the tentative schedule provided below. A detailed project schedule will be developed and provided to the County prior to the kick-off meeting. The schedule below is based upon negotiations being completed by ~~June 1, 2020.~~

SEPTEMBER 22, 2020 (DS)

TASK	START DATE	COMPLETION
1. Project Kick-Off	06/10/2020	06/17/2020
2. Survey	07/06/2020	08/31/2020
3. Geotechnical Analyses	07/06/2020	09/15/2020
4. Preliminary Design 30%	09/15/2020	11/15/2020
5. Permitting – Pre-Application Meetings	10/15/2020	12/15/2020
6. 60%, 90%, Final Design Plans	12/15/2020	05/05/2021
7. Permits Submittals and Approvals	12/15/2020	05/05/2021
8. Bidding	06/01/2021	09/01/2021
9. Construction Management	01/01/2022	04/30/2022

Revised Contract Schedule

Negotiations Complete / BOCC Approval: **09/22/20**

TASK	Start	Complete	Duration (Calender Days)	Days to Start from Approval
1. Project Kick-off	10/01/20	10/08/20	7	9
2. Survey	10/27/20	12/22/20	56	35
3. Geotechnical Analyses	10/27/20	01/06/21	71	35
4. Preliminary Design 30 %	01/06/21	03/08/21	61	106
5. Permitting - Pre Application Meetings	02/05/21	04/07/21	61	136
6. 60%, 90%, Final Design Plans	04/07/21	08/26/21	141	197
7. Permits Submittals and Approvals	04/07/21	08/26/21	141	197
8. Bidding	09/22/21	12/23/21	92	365
9. Construction Management	04/24/22	08/21/22	119	579

CONTRACT No. 20-RG0002/PH - Engineering Services for Lake Townsen Park Boat Ramp Project
EXHIBIT "B" TASK FEE QUOTATION PROPOSAL

TASK NO	PROJECT ACTIVITY	Bryan Zarlenga Chief Engineer 1 $235		Amanda Bergeron Chief Engineer 1 $235		Tom Burke Project Manager 2 $195		Chris C Project Manager 2 $195		Vasili Kostakis Engineer 1 $120		Joann Rubio Designer $115		Jason Lancaster Chief Scientist $205		Ed Call Sr. Environmental Specialist $125		Eric Prendergast Sr. Archaeologist $125		Basic Activity	Man Hrs by	Avg Hrly
		Man Hrs	Cost	Man Hrs	Cost	Man Hrs	Cost	Man Hrs	Cost	Man Hrs	Cost	Man Hrs	Cost	Man Hrs	Cost	Man Hrs	Cost	Man Hrs	Cost	$ AMOUNT	Activity	Rate
Task 1	**Pre-Design Basic Services**																					
Task 1.1	Kick-off Meeting / Site Visit		$0	4	$940	4	$780	4	$780		$0		$0		$0		$0			$2,500.00	12	$208.33
Task 1.2	Existing Conditions Inventory																					
Task 1.2.1	Survey	See Miscellaneous Expenses Below																				
Task 1.2.2	Geotechnical Investigation	See Miscellaneous Expenses Below																				
Task 1.2.3	Cultural Resource Assessment (Phase I Desktop)		$0		$0		$0		$0		$0		$0		$0		$0			$0.00		
Task 1.3	Pre-Application Meetings (2 Mtgs)		$0		$0	6	$1,170		$0	4	$480		$0		$0		$0	4	$500	$500.00	4	$125.00
Task 1.4	Design Development Plans	2	$470	8	$1,880	4	$780	12	$2,340	4	$480	30	$3,450		$0		$0			$1,650.00	10	$165.00
Task 2.0	**Engineering Services**																			$9,400.00	60	$156.67
Task 2.1	Construction Documents																					
Task 2.1.1	60% Design (Submittal, OPCC, Review Mtg)	2	$470	8	$1,880	8	$1,560	20	$3,900	4	$480	40	$4,600		$0		$0			$12,890.00	82	$157.20
Task 2.1.2	95% / Final Design (Submittal, OPCC)	2	$470	6	$1,410	4	$780	16	$3,120	4	$480	20	$2,300		$0		$0			$8,560.00	52	$164.62
Task 2.1.3	Specifications	1	$235	2	$470	1	$195	4	$780		$0	8	$920		$0		$0			$2,600.00	16	$162.50
Task 3.0	**Permitting**																					
Task 3.1	Hernando County - Development Review Committe	2	$470	2	$470	6	$1,170	8	$1,560	4	$480	8	$920		$0		$0			$5,070.00	30	$169.00
Task 3.2	FDOS - Cultural Resourse Assessment Phase I (Desktop)		$0		$0		$0		$0		$0		$0		$0		$0	4	$500	$500.00	4	$125.00
Task 3.3	FDEP - Environmental Resource Permit		$0		$0	4	$780	4	$780	4	$480		$0		$0		$0			$2,040.00	12	$170.00
Task 3.4	NPDES		$0		$0		$0		$0		$0	2	$230		$0	2	$250			$480.00	4	$120.00
Task 4.0	**Bid Phase Services**																					
Task 4.1	Prebid Meeting / Site Visit	2	$470	2	$470	2	$390		$0		$0		$0		$0		$0			$1,330.00	6	$221.67
Task 4.2	Respond to Bidder Questions		$0		$0	1	$195	1	$195		$0	1	$115		$0		$0			$505.00	3	$168.33
Task 4.3	Verification of Low Bid		$0		$0	1	$195	1	$195		$0		$0		$0		$0			$390.00	2	$195.00
Contingency	Phase II Cultural Resource Assessment Field Study	Not Included																				

SUB-TOTAL HOURLY COSTS	$48,415.00
Out-of-Pocket Expenses (actual cost - not to exceed)	$500.00
Contingency	$0.00
Miscellaneous Expenses (Survey)	$3,500.00
Miscellaneous Expenses (Geotech Engineer)	$3,100.00
NOT TO EXCEED TOTAL LUMP SUM COST	$55,515.00

Firm Name: Cardno, Inc.

Signature: Douglas Stoker, Vice President (Printed Name and Title)

Date:

Public Works Dept (Department Name)

(Date)

Authorized Signature: J Scott Herring, P.E., Public Works Director/County Engineer (Printed Name and Title)

HERNANDO COUNTY

James S. Wunderle, Chief Procurement Officer

(Date)

James S. Wunderle, Chief Procurement Officer

10-13-2020 (Date)

TASK ORDERS ARE TO INCLUDE: SCOPE OF SERVICE, PROJECT TIME FRAME, FEE QUOTATION PROPOSAL, AND ANY OTHER RELATIVE ATTACHMENTS. TASK ORDERS ARE TO BE SUBMITTED IN ONE (1) SIGNED ORIGINAL COPY WITH A PURCHASE REQUISITION TO THE PURCHASING AND CONTRACTS DEPARTMENT.

HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS
15470 FLIGHT PATH DR

BROOKSVILLE, FL 34604

PURCHASE ORDER-CHANGE NO. 21000324-1

PAGE NO. 1

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VENDOR
alan.schaffer@cardno.com
5268
CARDNO INC
20215 CORTEZ BLVD
BROOKSVILLE FL 34601

SHIP TO
DPW - ADMINISTRATION
1525 EAST JEFFERSON STREET
BUILDING A
BROOKSVILLE FL 34601

ORDER DATE: 11/05/20	BUYER: MWARREN	REQ. NO.: RQ210391	REQ. DATE:
TERMS: NET 30 DAYS	F.O.B.: FOB DESTINATION	DESC.: LAKE TOWNSEN BOAT RAMP PR	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			This Purchase is in accordance with Hernando County Contract No. 20-RG0002/PH Entitled: Engineering Services for Lake Townsen Boat Ramp Project, BOCC Approved on: 10/13/2020, Doc ID No.17500. The Contract 20-RG0002/PH Terms and Conditions apply, and the Purchase Order Terms and Conditions do not apply to this purchase. This Contract will expire on: October 12, 2022. The County will issue a Notice to Proceed (NTP) for the work to begin. Work should not begin until the Notice to Proceed (NTP) has been issuedto the Contractor. The Period of Performance is twenty-four (24) months or through construction completion, whichever is greater from the issuance of the Notice to Proceed (NTP) identifying the commencement date. County Contact Person is: Keith Kolasa, (352) 754-4060 Contractor Contact is: Douglas Stoker, (352) 754-4551 Dept Note: FWC funded project/Lake Townsen Boat Ramp Improvements Agreement No. 18075, Agreement Executed: 04/26/2019 GMS-275. 8/6/2021 Change Order 1 TM Engineering Services for Lake Townsen Boat Ramp Imp Contract #20-RG0002		

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE

PAGE TOTAL $
TOTAL $

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SEE TERMS AND CONDITIONS ON REVERSE SIDE

APPROVED BY: _____
CHIEF PROCUREMENT OFFICER

HERNANDO COUNTY PURCHASE ORDER TERMS AND CONDITIONS

GENERAL

The condition of this order may not be changed by Vendor/Contractor. If order is not acceptable, return to Hernando County Purchasing and Contracts Department. Failure of a Vendor/Contractor to deliver according to this purchase order awarded to him or to comply with any of the terms and conditions therein may disqualify him from receiving future orders.

QUALITY

All material or services furnished on this order must be as specified and subject to County inspection and approval within a reasonable time after delivery at destination. Variations in materials or services from those specified in this order must not be made without written authority from the Chief Procurement Officer. Materials rejected will be returned at the Vendor/Contractor's risk and expense.

QUANTITY/PRICE

The quantity of materials ordered or the prices specified must not be exceeded without written authority being first obtained from the Chief Procurement Officer.

INDEMNITY AND INSURANCE

The Vendor/Contractor agrees to indemnify and hold harmless Hernando County, including its officers, agents and employees, from all claims, damages, losses and expenses, including reasonable attorneys' fees, and costs brought or incurred on account of injuries or damages sustained by any party due to the operations of the Vendor/Contractor under this contract. The Vendor/Contractor further agrees to provide workers' compensation for all employees, and to maintain such general and auto liability insurance as is deemed necessary by the County for the particular circumstances and operations of the Vendor/Contractor. The Vendor/Contractor further agrees to provide the County with Certificates of Insurance, indicating the amount of coverage in force, upon request.

PACKING

Packages must be plainly marked with shipper's name and purchase order number; charges are not allowed for boxing or crating unless previously agreed upon in writing.

DELIVERY

All materials must be shipped F. O. B. destination. The County will pay no freight or express charges, except by previous agreement. If specific purchase is negotiated on the basis of F.O.B. shipping point, VENDOR/CONTRACTOR ARE TO PREPAY SHIPPING CHARGES AND ADD TO INVOICE. Delivery must actually be affected within the time stated on purchase made between 8:00 AM and 5:00 PM Monday to Friday inclusive unless otherwise stated. In case of default by the Vendor/Contractor, Hernando County may procure the articles or services covered by this order from other sources and hold the Vendor/Contractor responsible for any excess occasioned thereby.

PAYMENT

Partial billing will be accepted only for items received within the specified delivery period. Payments for items delivered after this specified delivery period will be made after the entire order is completed and accepted by Hernando County. Payment shall be made in accordance with Florida Statute 218, Florida Prompt Payment Act. Payment for accepted equipment/supplies/services will be accomplished by submission of an invoice, in duplicate; to the Ship To Address on the front of the purchase order unless otherwise indicated.

MATERIAL SAFETY DATA SHEET

The Vendor/Contractor agrees to furnish Hernando County with a current Material Safety Data Sheet (MSDS) on or before delivery of each and every hazardous chemical or substance purchased which is classified as toxic under Florida Statute 442. Appropriate labels and MSDSs shall be provided for all shipments. Send MSDSs and other pertinent data to: Hernando County Purchasing and Contracts Department, 20 North Main Street, Room 365, Brooksville, FL 34601-2828.

OSHA REQUIREMENT

The Vendor/Contractor or contractor hereby guarantees Hernando County that all materials, supplies and equipment as listed on the purchase order meet the requirements, specifications and standards as provided for under the Federal Occupations Safety and Health Administration Act of 1970, as from time to time amended and in force at the date thereof.

LEGALLY AUTHORIZED WORKFORCE

VENDOR/CONTRACTOR represents and warrants that 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. VENDOR/CONTRACTOR is encouraged (but not required) to incorporate the IMAGE best practices into its business and, when practicable, incorporate verification requirements into its agreements with subcontractors. The IMAGE Best Practices can be found on the COUNTY'S website at www.hernandocounty.us/pur/.

INSURANCE

Unless otherwise specified, the Contractor shall, at its sole expense, maintain in effect at all times during the performance of the services insurance coverage with limits not less than those set forth below (unless limits have been lowered) and with insurers and under forms of policies satisfactory to COUNTY.

Coverage	Minimum Amounts and Limits
(a) Worker's Compensation	Statutory requirements at location of work
Employer's Liability	$ 100,000 each accident
	$ 100,000 by employee
	$ 500,000 policy limit
(b) Commercial General Liability	$ 2,000,000 General Aggregate
(Additional Insured & Wavier	$ 2,000,000 Products-Comp. Ops Agg.
Of Subrogation)	$ 1,000,000 Each Occurrence
	$ 5,000 Medical Expense
(c) Automobile Liability	$ 1,000,000 Combined Single Limit (owned, hired and non-owned)
Option of Split Limits:	
(1.) Bodily Injury	$ 1,000,000 Per Person or $1,000,000 Per Accident

HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS
15470 FLIGHT PATH DR

BROOKSVILLE, FL 34604

PURCHASE ORDER-CHANGE NO. 21000324-1

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alan.schaffer@cardno.com
5268
CARDNO INC
20215 CORTEZ BLVD
BROOKSVILLE FL 34601

SHIP TO
DPW - ADMINISTRATION
1525 EAST JEFFERSON STREET
BUILDING A
BROOKSVILLE FL 34601

ORDER DATE: 11/05/20	BUYER: MWARREN	REQ. NO.: RQ210391	REQ. DATE:
TERMS: NET 30 DAYS	F.O.B.: FOB DESTINATION	DESC.: LAKE TOWNSEN BOAT RAMP PR	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			CO 1: Additional funding for required additional permitting for boat ramp modifications and enhancements. Add to Task 1: Permitting: $9,950.00 Additional Time to complete the required permitting estimated at 4 months (120 Days). Add to line 01) 37201-5606378 Project Code: 111260 $9,950.00 Revised Line 01 Amount: $65,465.00 Revised PO Total: $65,465.00 Time extension to add 4 months (120 Days) for a revised final completion date of March 5, 2023. 37201-5606378 1 9950.00 111260		
01	65465.00	JOB	ENGINEERING SERVICES, LAKE TOWNSEN BOAT RAMP IMP, TO PERFORM SURVEYING, GEOTECHNICAL ANALYSIS, ENGINEERING, DESIGN, PERMITTING AND CONSTRUCTION.	1.0000	65,465.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE
01	37201 5606378	65,465.00	111260

PAGE TOTAL	$	65,465.00
TOTAL	$	65,465.00

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APPROVED BY: _____
CHIEF PROCUREMENT OFFICER

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(Additional Insured & Wavier Of Subrogation)	$ 2,000,000 Products-Comp. Ops Agg.
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HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS
15470 FLIGHT PATH DR

BROOKSVILLE, FL 34604

PURCHASE ORDER-CHANGE NO. 21000324-1
CHANGE DATE: 08/06/21

pdf Copy

VENDOR
alan.schaffer@cardno.com
5268 FAX: -
CARDNO INC
20215 CORTEZ BLVD
BROOKSVILLE FL 34601

SHIP TO
DPW - ADMINISTRATION
1525 EAST JEFFERSON STREET
BUILDING A
BROOKSVILLE FL 34601

ORDER DATE: 11/05/20	BUYER: MWARREN	REQ. NO.: RQ210391	REQ. DATE: 10/23/20
TERMS: NET 30 DAYS	F.O.B.: FOB DESTINATION	DESC.: CHANGE ORDER - 1	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			8/6/2021 Change Order 1 TM Engineering Services for Lake Townsen Boat Ramp Imp Contract #20-RG0002 CO 1: Additional funding for required additional permitting for boat ramp modifications and enhancements. Add to Task 1: Permitting: $9,950.00 Additional Time to complete the required permitting estimated at 4 months (120 Days). Add to line 01) 37201-5606378 Project Code: 111260 $9,950.00 Revised Line 01 Amount: $65,465.00 Revised PO Total: $65,465.00 Time extension to add 4 months (120 Days) for a revised final completion date of March 5, 2023. 37201-5606378 1 9950.00 111260		
01	9950.00	JOB	ENGINEERING SERVICES, LAKE TOWNSEN BOAT RAMP IMP, TO PERFORM SURVEYING, GEOTECHNICAL ANALYSIS, ENGINEERING, DESIGN, PERMITTING AND CONSTRUCTION.	.0000	9,950.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE
01	37201 5606378	9,950.00	111260

PAGE TOTAL	$	9,950.00
TOTAL	$	9,950.00

pdf Copy

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APPROVED BY: _____
CHIEF PROCUREMENT OFFICER

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(1.) Bodily Injury	$ 1,000,000 Per Person or $1,000,000 Per Accident

Hernando County Board of County Commissioners

Rev: 0

15470 Flight Path Dr.
Brooksville, FL 34604

Construction Change Order

Owner: Hernando County Board of County Commissioners
Owner's Representative:
Vendor: CARDNO INC

Change Order No. 1 **Change Order Date:** 08/05/2021
Contract No. 21000324 **Contract Date:**

Project Description:

Eng Svcs Lake Townsen Boat Ramp Imp

The Project is Changed as Follows

Justification: Engineering Services for Lake Townsen Boat Ramp Imp Contract #20-RG0002
CO 1: Additional funding for required additional permitting for boat ramp modifications and enhancements. Add to Task 1: Permitting: $9,950.00

Additional Time to complete the required permitting estimated at 4 months (120 Days). Add to line 01) 37201-5606378 Project Code: 111260 $9,950.00
Revised Line 01 Amount: $65,465.00
Revised PO Total: $65,465.00

Time extension to add 4 months (120 Days) for a revised final completion date of March 5, 2023.

37201-5606378 1 9950.00 111260

Total Addition/Deduction this Change Order:	9,950.00
The Original Contract Sum was	55,515.00
Net Change by previously authorized Change Orders:	.00
The Contract Sum prior to this Change Order was	55,515.00
The Net Amount of this Change Order is:	9,950.00
The new Contract Sum including this Change Order will be	65,465.00
The Contract Time will be changed by this Change Order (Days):	120
The Date of Substantial Completion as of the date of this Change Order therefore is:	

Vendor Name/Address:

CARDNO INC
20215 CORTEZ BLVD
BROOKSVILLE, FL 34601

Owner or Owner's Representative:

Hernando County Commission
20 N. Main St., Rm 266
Brooksville, FL 34601

Authorized Signature

Date: 05 August 2021

for **Chief Procurement Office**

Date: 8/06/21

Distribution:

Vendor - Original
Purchasing & Contracts
Finance
Requisitioning
Contract File

REV: 03/01/2013

Task 1 – Permitting Support - Florida Department of Environmental Protection(FDEP)

The proposed boat ramp modifications and enhancements will require review and authorizations from the Florida Department of Environmental Protection (FDEP) under the State 404 Program and the Environmental Resource Permit (ERP) Program. Following a pre-application meeting with FDEP on April 27, 2021, Cardno was directed to include submittal of a Joint Permit Application (JPA) to FDEP as this project will not qualify for an exemption. Cardno anticipates that the proposed restoration activities would be permitted via a General Permit pursuant to Chapter 62-330.052 FAC, a *de minimus* exemption for dredge and fill material per Chapter 62-330.054 FAC and a State 404 General Permit application pursuant to Chapter 62-331.233 FAC. Cardno will submit a single JPA to the FDEP for review under the State 404 Program and ERP Program, and a separate submittal for a *de minimus* exemption if necessary. It is anticipated the FDEP will review the JPA and issue the State 404 Program authorization and the ERP and confirm the de minimus exemption (if necessary).

Cardno will compile and submit all required permit documentation necessary for the boat ramp improvements, Cardno will strive to submit this at the lowest permitting level required. Cardno will respond to one Request for Additional Information (RAI) from the permitting agencies if required during the permitting process.

Deliverables

- Joint Permit Application
- De minimus exemption verification request for dredge and fill material (if necessary)

Assumptions

- This Scope of Services does not include the payment of any agency application fees.
- The agencies requiring permits will only request information considered normal and necessary for this type of permit. This proposal considers quantitative sampling for water quality, benthos, sediment, flora or fauna to be examples of extraordinary work beyond our proposed Scope of Services.
- Topographic and bathymetric surveys are not included in this Scope.
- Permitting and relocation of gopher tortoises is not included as part of this Scope of Services
- This Scope of Services does not include agency coordination for wildlife related matters.
- This Scope of Services assumes a general permit under the State 404 Program and a general permit under the ERP and exemption verification from the SWFWMD.
- Scope of Services assumes one request for additional information from the agencies.
- This Scope of Services assumes the agencies will not request a field visit.
- This Scope of Services does not include consultation or submittals to the USACE.

Compensation (Time and Materials)

This scope of services will be performed on a Time and Materials basis not to exceed:

Task 1 – Permitting		$9,950
Total		**$9,950**

( ) A. Prices have been determined to be fair and reasonable based on prices submitted with bid; and/or

(X) B. Prices have been determined to be fair and reasonable based on negotiations with the contractor and the attached supporting documents.

Signature

HERNANDO COUNTY
PURCHASING REVIEW FORM

Purchasing Contact:	**Patty Hall**
Contract purpose: (briefly describe)	**Engineering Services for Lake Townsen Park Boat Ramp**
Vendor Name:	**Cardno, Inc.**
REQ No./ITB/ RFP/Q No.:	**Contract 20-RG0002, PO 21000324, Change Order 1**
Received Document	

Contract Compliance Officer Review:	Patty Hall.	8/05/21	Patty Hall	
	Signature	Date	Printed Name	

Comments: Please review for grant compliance.

Grant Review:	Helen Gornes	8-5-2021	Helen Gornes	
	Signature	Date	Printed Name	

Comments: Terms 4-26-19 to 3-31-22, extension exceeds expiration of grant agreement. Will need Grantor approval for grant reimbursement after expiration date. Sufficient funding available for Increase. Expense increase appears to be reasonable & allocable and in conformance with contract. I recommend FWC approval for time extension if grant funds are to be used after 3-31-22. Grant Compliance review completed, 1 issue found. OK to process. GMS #275

Chief of Procurement Review:				
	Signature	Date	Printed Name	

Comments:

Recommendation:

From: Patty Hall
To: Taryn Manser
Subject: PO 21000324, Change Order 1
Date: Friday, August 6, 2021 8:27:30 AM
Attachments: CO 1 - PO 21000324_cardno executed.pdf
image001.png

This one is OK to process, thanks.

Patty Hall, CPPB
Purchasing Coordinator
Purchasing and Contracts Dept.
Hernando County BOCC
15470 Flight Path Drive
Brooksville, FL 34604
(352) 540-6626



Sign up to receive the **Hernando Highlights** monthly newsletter!
https://lp.constantcontact.com/su/0Kdaaxq/HernandoHighlights

NOVATION AGREEMENT

This Agreement is entered into as of November 22, 2022 by Cardno, Inc., duly organized and existing under the laws of the State of Florida, with its principal office in Clearwater, FL (hereinafter referred to as the "Transferor"); Stantec Consulting Services Inc., a corporation duly organized and existing under the laws of the State of New York, with its principal place of business in Broomfield, CO. (hereinafter referred to as the "Transferee"); and the Hernando County Board of County Commissioners (hereinafter referred to as the "County").

A. THE PARTIES AGREE TO THE FOLLOWING FACTS:

1 The County has entered into certain contracts and purchase orders with the Transferor, all as set forth in the attached list marked "Exhibit A" to this Agreement and herein incorporated by reference. The term "Contract" as used in this Agreement, means the above contract and purchase orders listed in Exhibit A, and all other contracts and purchase orders, including all modifications made between the County and the Transferor before the effective date of this Agreement (whether or not performance and payment have been completed and releases executed if the County or the Transferor has any remaining rights, duties, or obligations under this Contract and purchase orders). Included in the term "Contract" are also all modifications made under the terms and conditions of this Contract and purchase orders between the County and the Transferee, on or after the effective date of this Agreement.

2 As of June 30, 2022, the Transferor has transferred to the Transferee the entire portion of the assets of the Transferor involved in performing said Contract by virtue of the Articles of Merger for Florida Profit or Non-Profit Corporation dated September 7, 2022, between the Transferor and the Transferee.

3 The Transferee, by virtue of the above transfer, has acquired the entire portion of the assets of the Transferor involved in performing said Contract.

4 The Transferee has assumed all obligations and liabilities of the Transferor under the Contract by virtue of the above transfer.

5 The Transferee is in a position to fully perform all obligations that may exist under the Contract.

6 It is consistent with the County's interest to recognize the Transferee as the successor party to the Contract.

B. IN CONSIDERATION OF THESE FACTS, THE PARTIES AGREE THAT BY THIS AGREEMENT:

1 The Transferor confirms the transfer to the Transferee and waives any claims and rights against the County that it now has or may have in the future in connection with the Contract.

2 The Transferee agrees to be bound by and to perform each Contract in accordance with the conditions contained in the Contract. The Transferee also assumes all obligation and liabilities of, and all claims against, the Transferor under the Contract as if the Transferee were the original party to the Contract.

3 The Transferee ratifies all previous actions taken by the Transferor with respect to the Contracts, with the same force and effect as If the action had been taken by the Transferee.

4 The County recognizes the Transferee as the Transferor's successor in interest in and to the Contract. The Transferee by this Agreement becomes entitled to all rights, titles, and Interests of the Transferor in and to the Contract as the Transferee were the original party to the Contract. Following the effective date of this Agreement, the term "Contractor," as used in the Contract, shall refer to the Transferee.

5 Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of the County against the Transferor.

6 All payments and reimbursements previously made by the County to the Transferor, and all other previous actions taken by the County under the Contracts, shall be considered to have discharged those parts of the County's obligations under the Contract. All payments and reimbursements made by the County after the date of this Agreement in the name of or to the Transferor shall have the same force and effect as if made to the Transferee and shall constitute a complete discharge of the County's obligations under the Contract, to the extent of the amounts paid or reimbursed.

7 The Transferor and the Transferee agree that the County is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer or this Agreement, other than those that the County in the absence of this transfer or Agreement would have been obligated to pay or reimburse under the terms of the Contract.

8 The Transferor guarantees payment of all liabilities and the performance of all obligations that the Transferee assumes under this Agreement or may undertake in the future should these Contracts be modified under their terms and conditions. The Transferor waives notice of, and consents to, any such future modifications.

9 The Contract shall remain in full force and effect, except as modified by this Agreement. Each party has executed this Agreement as of the day and year first above written.

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS (County)

By: _____

Title: OMB Director, CPO

Cardno, Inc.(Transferor)

By: _____ Douglas Stoker, PE

Title: Vice President

Stantec Consulting Services Inc.(Transferee)

By: _____

Title: Executive Vice President

CERTIFICATE

I, Chris Heisler certify that I am the Secretary of Cardno, Inc.; that Douglas Stoker, who signed this Agreement for this corporation, was then of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers.

Witness my hand and the seal of this corporation this ~~xxxx~~ 28th of February ~~2022~~ XXX 2023

CARDNO, INC.

[CORPORATE SEAL]

_____
Secretary

CARDNO, INC. INCORPORATED CORPORATE SEAL JUNE 10, 2011 DELAWARE

LR 2018-412

CERTIFICATE

I, Jeffrey P. Stone ,certify that I am the Assistant Secretary of Stantec Consulting Services Inc.; that , Michael Kennedy who signed this Agreement for this corporation, was then of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers.
Witness my hand and the seal of this corporation this 28th day of February 2023, 2022.

STANTEC CONSULTING SERVICES INC. [CORPORATE SEAL]

_____
Secretary



EXHIBIT "A"

EXISTING CONTRACTS AND PURCHASE ORDERS

Purchase Order No.	Contract No_	Task Order No_	Project Name
22001022	18-R00045/PH	58	WPA Road Stormwater & Roadway Improvements
22000961	18-R00045/PH	55	Facility Design Guideline Procedure Update
22000790	18-R00045/PH	50	Calienta Street Improvements/Utilities
22000751	N/A	N/A	Mast Arm Traffic Control Cabinet/Ped Signal Repair
22000685	18-R00045/PH	52	Airport WRF Leachate Capacity Study
22000511	19-R00094/PH	N/A	Calienta Street/Shoal Line Blvd. Eng. Services
22000934	18-R00006/PH	9	Traffic Access Analysis Reports
21001097	18-R00045/PH	42	Spring Hill Reclamation WW Flow Diversion
21000792	18-R00006/PH	6	Cass Circle and Spring Hill Dr. Safety Improvements
21000756	18-R00045/PH	41	Lake Townsen ADA Sidewalk
21000563	18-R00045/PH	35	WPA Road Stormwater & Roadway Improvements
21000324	20-RG0002/PH	N/A	Lake Townsen Boat Ramp Project
20000996	19-RG0049/PH	N/A	Engineering Services for Linda Pedersen Park
20000856	18-R00015/PH	N/A	Airport Wastewater Treatment Plant Expansion
19001088	18-R00045/PH	18	Design and Bidding Services for HCUD Buildings
19000608	18-R00045/PH	6	MLK Compound Remediation
	18-R00006/PH		Current Contract
	18-R00015/PH		Current Contract
	18-R00045/PH		Current Contract
	19-RG0049/PH		Current Contract
	19-RG0094/PH		Current Contract
	19-RG0095/PH		Current Contract
	20-RG0002/PH		Current Contract

Note: This list may not be all-inclusive to active purchase orders and/or current projects.

HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS
15470 FLIGHT PATH DR
BROOKSVILLE, FL 34604

PURCHASE ORDER-CHANGE NO. 23000978-1

Copy

VENDOR
emily.lambert@stantec.com
72214 FAX: 727-539-1294
STANTEC CONSULTING SERVICES INC
380 PARK PLACE BLVD STE 300
CLEARWATER FL 33759

pdf

SHIP TO
WATERWAY MAINTENANCE
HERNANDO COUNTY
4170 PINEDALE COURT
SPRING HILL FL 34607

ORDER DATE: 08/03/23	BUYER: DMERRITT	REQ. NO.: RQ231093	REQ. DATE:
TERMS: NET 30 DAYS	F.O.B.: FOB DESTINATION	DESC.: LAKE TOWNSEN BOAT RAMP CO	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			This Purchase is in accordance with Hernando County Contract No. 20-RG0002/PH Entitled: Engineering Services for Lake Townsen Boat Ramp Project, BOCC Approved on: 10/13/2020, Doc ID No.17500. The Contract 20-RG0002/PH Terms and Conditions apply, and the Purchase Order Terms and Conditions do not apply to this purchase. (Replaces PO 21000324 due to Novation Agreement) The County issued a Notice to Proceed (NTP) for the work to begin on Nov 6 2020. The Period of Performance is twenty-four (24) months or through construction completion, whichever is greater from the issuance of the Notice to Proceed (NTP) identifying the commencement date. County Contact Person is: Carla Burrmann, (352) 754-4737 Contractor Contact is: Douglas Stoker, (352) 754-4551 Dept Note: FWC funded project/Lake Townsen Boat Ramp Improvements Agreement No. 18075, Agreement Executed: 04/26/2019 GMS-275. 11/20/2025 Change Order No 1 - MP Change order #1 is to administratively close this PO		

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL $
				TOTAL $

pdf Copy

SEE TERMS AND CONDITIONS ON REVERSE SIDE

APPROVED BY: _____
CHIEF PROCUREMENT OFFICER

HERNANDO COUNTY PURCHASE ORDER TERMS AND CONDITIONS

GENERAL

The condition of this order may not be changed by Vendor/Contractor. If order is not acceptable, return to Hernando County Purchasing and Contracts Department. Failure of a Vendor/Contractor to deliver according to this purchase order awarded to him or to comply with any of the terms and conditions therein may disqualify him from receiving future orders.

QUALITY

All material or services furnished on this order must be as specified and subject to County inspection and approval within a reasonable time after delivery at destination. Variations in materials or services from those specified in this order must not be made without written authority from the Chief Procurement Officer. Materials rejected will be returned at the Vendor/Contractor's risk and expense.

QUANTITY/PRICE

The quantity of materials ordered or the prices specified must not be exceeded without written authority being first obtained from the Chief Procurement Officer.

INDEMNITY AND INSURANCE

The Vendor/Contractor agrees to indemnify and hold harmless Hernando County, including its officers, agents and employees, from all claims, damages, losses and expenses, including reasonable attorneys' fees, and costs brought or incurred on account of injuries or damages sustained by any party due to the operations of the Vendor/Contractor under this contract. The Vendor/Contractor further agrees to provide workers' compensation for all employees, and to maintain such general and auto liability insurance as is deemed necessary by the County for the particular circumstances and operations of the Vendor/Contractor. The Vendor/Contractor further agrees to provide the County with Certificates of Insurance, indicating the amount of coverage in force, upon request.

PACKING

Packages must be plainly marked with shipper's name and purchase order number; charges are not allowed for boxing or crating unless previously agreed upon in writing.

DELIVERY

All materials must be shipped F. O. B. destination. The County will pay no freight or express charges, except by previous agreement. If specific purchase is negotiated on the basis of F.O.B. shipping point, VENDOR/CONTRACTOR ARE TO PREPAY SHIPPING CHARGES AND ADD TO INVOICE. Delivery must actually be affected within the time stated on purchase made between 8:00 AM and 5:00 PM Monday to Friday inclusive unless otherwise stated. In case of default by the Vendor/Contractor, Hernando County may procure the articles or services covered by this order from other sources and hold the Vendor/Contractor responsible for any excess occasioned thereby.

PAYMENT

Partial billing will be accepted only for items received within the specified delivery period. Payments for items delivered after this specified delivery period will be made after the entire order is completed and accepted by Hernando County. Payment shall be made in accordance with Florida Statute 218, Florida Prompt Payment Act. Payment for accepted equipment/supplies/services will be accomplished by submission of an invoice, in duplicate; to the Ship To Address on the front of the purchase order unless otherwise indicated.

MATERIAL SAFETY DATA SHEET

The Vendor/Contractor agrees to furnish Hernando County with a current Material Safety Data Sheet (MSDS) on or before delivery of each and every hazardous chemical or substance purchased which is classified as toxic under Florida Statute 442. Appropriate labels and MSDSs shall be provided for all shipments. Send MSDSs and other pertinent data to: Hernando County Purchasing and Contracts Department, 20 North Main Street, Room 365, Brooksville, FL 34601-2828.

OSHA REQUIREMENT

The Vendor/Contractor or contractor hereby guarantees Hernando County that all materials, supplies and equipment as listed on the purchase order meet the requirements, specifications and standards as provided for under the Federal Occupations Safety and Health Administration Act of 1970, as from time to time amended and in force at the date thereof.

LEGALLY AUTHORIZED WORKFORCE

VENDOR/CONTRACTOR represents and warrants that 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. VENDOR/CONTRACTOR is encouraged (but not required) to incorporate the IMAGE best practices into its business and, when practicable, incorporate verification requirements into its agreements with subcontractors. The IMAGE Best Practices can be found on the COUNTY'S website at www.hernandocounty.us/pur/.

INSURANCE

The Contractor shall maintain in effect at all times during the performance of the services insurance coverage according to the Contract between Contractor and COUNTY. All waiver of subrogation provisions of the Contract apply. In the absence of a current Contract, the Contractor shall, at its sole expense, maintain in effect at all times during the performance of the services insurance coverage with limits not less than those set forth below (unless the County agrees in writing to lower limits) and with insurers and under forms of policies satisfactory to COUNTY; Contractor shall endorse Hernando County as an additional insured on the commercial general liability (additional insured shall read "Hernando County Board of County Commissioners); Contractor waives subrogation as to the General Liability policy unless a policy condition prohibits pre-loss waiver of subrogation, in which case Contractor shall request of the insurer that the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others unless such policy prohibits such an endorsement or voids coverage should VENDOR/CONTRACTOR enter into such an agreement on a pre-loss basis.

Coverage	Minimum Amounts and Limits
(a) Worker's Compensation	Statutory requirements at location of work
Employer's Liability	$ 100,000 each accident
	$ 100,000 by employee
	$ 500,000 policy limit
(b) Commercial General Liability	$ 2,000,000 General Aggregate
(Additional Insured & Wavier	$ 2,000,000 Products-Comp. Ops Agg.
Of Subrogation)	$ 1,000,000 Each Occurrence
	$ 5,000 Medical Expense
(c) Automobile Liability	$ 1,000,000 Combined Single Limit (owned, hired and non-owned)
Option of Split Limits:	
(1.) Bodily Injury	$ 1,000,000 Per Person or $1,000,000 Per Accident

HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS
15470 FLIGHT PATH DR
BROOKSVILLE, FL 34604

PURCHASE ORDER-CHANGE NO. 23000978-1

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CLEARWATER FL 33759

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SHIP TO
WATERWAY MAINTENANCE
HERNANDO COUNTY
4170 PINEDALE COURT
SPRING HILL FL 34607

ORDER DATE: 08/03/23	BUYER: DMERRITT	REQ. NO.: RQ231093	REQ. DATE:
TERMS: NET 30 DAYS	F.O.B.: FOB DESTINATION	DESC.: LAKE TOWNSEN BOAT RAMP CO	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			for FY25 roll. Approved by CPO. Decrease Line #1 $215.86 Total Decrease $215.86		
01	7019.14	JOB	ENGINEERING SERVICES FOR LAKE TOWNSON BOAT RAMP. THIS PO REPLACES CARDNO PO 21000324 - SEE NOVATION AGREEMENT.	1.0000	7,019.14

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE
01	37201 5606378	7,019.14	111260

PAGE TOTAL $	7,019.14
TOTAL $	7,019.14

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SEE TERMS AND CONDITIONS ON REVERSE SIDE

APPROVED BY: _____
CHIEF PROCUREMENT OFFICER

HERNANDO COUNTY PURCHASE ORDER TERMS AND CONDITIONS

GENERAL

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QUALITY

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The quantity of materials ordered or the prices specified must not be exceeded without written authority being first obtained from the Chief Procurement Officer.

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INSURANCE

The Contractor shall maintain in effect at all times during the performance of the services insurance coverage according to the Contract between Contractor and COUNTY. All waiver of subrogation provisions of the Contract apply. In the absence of a current Contract, the Contractor shall, at its sole expense, maintain in effect at all times during the performance of the services insurance coverage with limits not less than those set forth below (unless the County agrees in writing to lower limits) and with insurers and under forms of policies satisfactory to COUNTY; Contractor shall endorse Hernando County as an additional insured on the commercial general liability (additional insured shall read "Hernando County Board of County Commissioners); Contractor waives subrogation as to the General Liability policy unless a policy condition prohibits pre-loss waiver of subrogation, in which case Contractor shall request of the insurer that the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others unless such policy prohibits such an endorsement or voids coverage should VENDOR/CONTRACTOR enter into such an agreement on a pre-loss basis.

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	$ 100,000 by employee
	$ 500,000 policy limit
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(Additional Insured & Wavier	$ 2,000,000 Products-Comp. Ops Agg.
Of Subrogation)	$ 1,000,000 Each Occurrence
	$ 5,000 Medical Expense
(c) Automobile Liability	$ 1,000,000 Combined Single Limit (owned, hired and non-owned)
Option of Split Limits:	
(1.) Bodily Injury	$ 1,000,000 Per Person or $1,000,000 Per Accident

HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS
15470 FLIGHT PATH DR

BROOKSVILLE, FL 34604

PURCHASE ORDER-CHANGE NO. 23000978-1
CHANGE DATE: 11/20/25

PAGE NO. 1

VENDOR
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CLEARWATER FL 33759

SHIP TO
WATERWAY MAINTENANCE
HERNANDO COUNTY
4170 PINEDALE COURT
SPRING HILL FL 34607

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ORDER DATE: 08/03/23	BUYER: DMERRITT	REQ. NO.: RQ231093	REQ. DATE: 07/17/23
TERMS: NET 30 DAYS	F.O.B.: FOB DESTINATION	DESC.: CHANGE ORDER - 1	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			11/20/2025 Change Order No 1 - MP Change order #1 is to administratively close this PO for FY25 roll. Approved by CPO. Decrease Line #1 $215.86 Total Decrease $215.86		
01	-215.86	JOB	ENGINEERING SERVICES FOR LAKE TOWNSON BOAT RAMP. THIS PO REPLACES CARDNO PO 21000324 - SEE NOVATION AGREEMENT.	.0000	-215.86

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	37201	5606378	-215.86	111260

PAGE TOTAL	$	-215.86
TOTAL	$	-215.86

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SEE TERMS AND CONDITIONS ON REVERSE SIDE

APPROVED BY: Carla Rossi-Smith
CHIEF PROCUREMENT OFFICER

HERNANDO COUNTY PURCHASE ORDER TERMS AND CONDITIONS

GENERAL

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QUANTITY/PRICE

The quantity of materials ordered or the prices specified must not be exceeded without written authority being first obtained from the Chief Procurement Officer.

INDEMNITY AND INSURANCE

The Vendor/Contractor agrees to indemnify and hold harmless Hernando County, including its officers, agents and employees, from all claims, damages, losses and expenses, including reasonable attorneys' fees, and costs brought or incurred on account of injuries or damages sustained by any party due to the operations of the Vendor/Contractor under this contract. The Vendor/Contractor further agrees to provide workers' compensation for all employees, and to maintain such general and auto liability insurance as is deemed necessary by the County for the particular circumstances and operations of the Vendor/Contractor. The Vendor/Contractor further agrees to provide the County with Certificates of Insurance, indicating the amount of coverage in force, upon request.

PACKING

Packages must be plainly marked with shipper's name and purchase order number; charges are not allowed for boxing or crating unless previously agreed upon in writing.

DELIVERY

All materials must be shipped F. O. B. destination. The County will pay no freight or express charges, except by previous agreement. If specific purchase is negotiated on the basis of F.O.B. shipping point, VENDOR/CONTRACTOR ARE TO PREPAY SHIPPING CHARGES AND ADD TO INVOICE. Delivery must actually be affected within the time stated on purchase made between 8:00 AM and 5:00 PM Monday to Friday inclusive unless otherwise stated. In case of default by the Vendor/Contractor, Hernando County may procure the articles or services covered by this order from other sources and hold the Vendor/Contractor responsible for any excess occasioned thereby.

PAYMENT

Partial billing will be accepted only for items received within the specified delivery period. Payments for items delivered after this specified delivery period will be made after the entire order is completed and accepted by Hernando County. Payment shall be made in accordance with Florida Statute 218, Florida Prompt Payment Act. Payment for accepted equipment/supplies/services will be accomplished by submission of an invoice, in duplicate; to the Ship To Address on the front of the purchase order unless otherwise indicated.

MATERIAL SAFETY DATA SHEET

The Vendor/Contractor agrees to furnish Hernando County with a current Material Safety Data Sheet (MSDS) on or before delivery of each and every hazardous chemical or substance purchased which is classified as toxic under Florida Statute 442. Appropriate labels and MSDSs shall be provided for all shipments. Send MSDSs and other pertinent data to: Hernando County Purchasing and Contracts Department, 20 North Main Street, Room 365, Brooksville, FL 34601-2828.

OSHA REQUIREMENT

The Vendor/Contractor or contractor hereby guarantees Hernando County that all materials, supplies and equipment as listed on the purchase order meet the requirements, specifications and standards as provided for under the Federal Occupations Safety and Health Administration Act of 1970, as from time to time amended and in force at the date thereof.

LEGALLY AUTHORIZED WORKFORCE

VENDOR/CONTRACTOR represents and warrants that 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. VENDOR/CONTRACTOR is encouraged (but not required) to incorporate the IMAGE best practices into its business and, when practicable, incorporate verification requirements into its agreements with subcontractors. The IMAGE Best Practices can be found on the COUNTY'S website at www.hernandocounty.us/pur/.

INSURANCE

The Contractor shall maintain in effect at all times during the performance of the services insurance coverage according to the Contract between Contractor and COUNTY. All waiver of subrogation provisions of the Contract apply. In the absence of a current Contract, the Contractor shall, at its sole expense, maintain in effect at all times during the performance of the services insurance coverage with limits not less than those set forth below (unless the County agrees in writing to lower limits) and with insurers and under forms of policies satisfactory to COUNTY; Contractor shall endorse Hernando County as an additional insured on the commercial general liability (additional insured shall read "Hernando County Board of County Commissioners); Contractor waives subrogation as to the General Liability policy unless a policy condition prohibits pre-loss waiver of subrogation, in which case Contractor shall request of the insurer that the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others unless such policy prohibits such an endorsement or voids coverage should VENDOR/CONTRACTOR enter into such an agreement on a pre-loss basis.

Coverage	Minimum Amounts and Limits
(a) Worker's Compensation	Statutory requirements at location of work
Employer's Liability	$ 100,000 each accident
	$ 100,000 by employee
	$ 500,000 policy limit
(b) Commercial General Liability	$ 2,000,000 General Aggregate
(Additional Insured & Wavier Of Subrogation)	$ 2,000,000 Products-Comp. Ops Agg.
	$ 1,000,000 Each Occurrence
	$ 5,000 Medical Expense
(c) Automobile Liability	$ 1,000,000 Combined Single Limit (owned, hired and non-owned)
Option of Split Limits:	
(1.) Bodily Injury	$ 1,000,000 Per Person or $1,000,000 Per Accident

From: Carla Rossiter-Smith <CRossiter-Smith@co.hernando.fl.us>
Sent: Thursday, November 20, 2025 8:22 AM
To: Fran Hallet <FHallet@co.hernando.fl.us>
Subject: Administratively Close POs for Roll

Hi Fran,

Will you please administratively close the list of POs below that were not approved to roll.

ENCUMBRANCE	BUDGET UNIT	ACCOUNT	VENDOR NUMBE	NAME	INAL EI
22000663-01	40011	5303401	47132	WITT OBRIENS LLC	
23000422-02	02091	5303101	28636	RM MED SERVICE INC	
23000557-01	01251	5305274	52885	COMPUTERS AT WORI	
23000666-01	02375	5606401	43405	SAFARI MICRO INC	
23000749-01	01251	5303101	78242	DONA HIGGINBOTHAI	
23000978-01	37201	5606378	72214	STANTEC CONSULTIN	
24000006-01	01421	5305225	68874	MWI VETERINARY SUP	
24000301-02	03711	5304401	84497	CIT BANK NA	
24000301-03	03711	5304401	84497	CIT BANK NA	
24000491-01	01251	5303401	87979	FMLASOURCE INC	
25000001-02	40011	5303401	64834	RATP DEV USA INC	
25000067-04	07811	5303401	100928	REDWIRE LLC	
25000067-05	07811	5303401	100928	REDWIRE LLC	
25000067-06	07811	5303401	100928	REDWIRE LLC	
25000214-01	01421	5305201	3963	WAGON WHEEL FEED	
25000241-01	04801	5304301	35721	REPUBLIC SERVICES O	
25000275-01	01801	5304401	84497	CIT BANK NA	
25000434-01	01251	5303401	87979	FMLASOURCE INC	
25000682-02	03711	5304401	97002	WELLS FARGO FINANC	
25000682-03	03711	5304401	97002	WELLS FARGO FINANC	
25000823-01	02091	5303101	28636	RM MED SERVICE INC	
25000823-02	02091	5303101	28636	RM MED SERVICE INC	
25000912-01	35071	5808201	15363	UNITED WAY OF HERN	

Thanks,

Carla Rossiter-Smith, MSM, PMP, GPC
Chief Procurement Officer
Crossiter-smith@co.hernando.fl.us
Office: (352) 540-6544
Cell: (352) 667-4272

Hernando County
Lake Townsen Boat Ramp – Additional Services
April 10, 2026

Task 1: USACE Permitting

Although the project received a Florida Department of Environmental Protection (FDEP) State 404 Program permit in 2022, the expired permit cannot be extended or renewed (and the state 404 program no longer exists). Therefore, the project requires a permit from the United States Army Corps of Engineers (USACE) in order to obtain federal authorization. Hernando County submitted an application to USACE and received a Request for Additional Information (RAI) on December 22, 2025. It was determined that the response will require more than 30 days to prepare, and the application was withdrawn. The project is anticipated to qualify for a Nationwide Section 404/10 permit (likely NWP-42). The project does not qualify for use of the state/federal SPGP VI. A benthic resource survey is not expected to be required, as the substrate photographs from field services provided in June 2021 are expected to be sufficient. Wetland delineations and other data collected in June 2021 is also assumed to be sufficient for federal review, and no field work is included in this scope.

The CONSULTANT will submit a NWP application to the USACE with specific attention to addressing previous questions sent from USACE to Hernando County in December 2025. It is anticipated that the U.S. Fish and Wildlife Service (USFWS) and the National Marine Fisheries Service (NMFS) will be the potential commenting agencies. Stantec will prepare the application form and supporting documentation to demonstrate the project's compliance with NWP criteria. GIS mapping and analysis will be conducted in support of the preparation of the narrative, which will describe existing conditions and characterize the nature of potential impacts to natural resources as well as avoidance and minimization measures. Regulatory agencies will evaluate the project activities for direct, secondary, and cumulative impacts to aquatic resources. It is assumed that no natural resources will be impacted and that compensatory mitigation and/or conservation measures will not be required. A permittee-responsible mitigation plan is not included in this scope.

RAIs may be received from the consulting or permitting agencies via telephone, email, or written correspondence. Stantec will respond to up to two (2) RAIs totaling up to twenty (20) hours of effort, and coordinate with the agencies via email.

Assumptions:

The successful negotiation of the environmental permits will require considerable coordination and cooperation amongst the parties and agencies. For this reason, Stantec cannot necessarily control the ultimate conditions of the permit or the time required for permit application review and approval. This SOS and cost proposal assume the following:

- No state or local level permitting is included in this scope.
- This Scope does not include a mitigation/conservation plan or resource relocation efforts.
- The Client is responsible for any agency fees and mitigation fees, if applicable.
- No professional survey efforts or preparation of engineering drawings are included.
- No separate studies or assessments are included, such as vessel traffic analysis associated with potential manatee impacts. No cultural resource assessments, geotechnical investigations, or other studies are included. These are not expected to be required as part of the modification/RAI process due to the minimal nature of the anticipated project impacts. Up to 20 total hours of RAI response effort is included.
- One agency teleconference (up to two hours of effort) is included.
- Should the project exceed thresholds to qualify for the permitting pathways detailed herein (a Nationwide Permit), elevated permitting efforts may be provided through a change order.
- Drawings, plans, etc. prepared by the CONSULTANT and submitted as part of the permit application will not be revised in response to a redesign or re-engineering of the project outside the control of the CONSULTANT.
- The CONSULTANT cannot control the timeline for permit issuance. Services described herein are assumed to be completed within a one-year period from Notice to Proceed.

Task 2. Federal Funding

a. Monitoring Davis-Bacon and Buy America/Build America compliance

The Engineer (or Consultant) shall act as the Client's designated representative to monitor and verify compliance with federal Davis-Bacon Act and any applicable state prevailing wage requirements on the project. Services shall ensure the prime contractor and all subcontractors pay not less than prevailing wages and fringes to laborers and mechanics, submit accurate weekly certified payrolls, and maintain proper classifications, records, and postings. Duration of this task is nine (9) months of construction. If project construction goes longer additional scope will be provided. Disbursement is also scoped to occur once per month.

Services to be provided by the **County** include the following:

Pre-Construction Phase Support

- Review and confirm incorporation of required labor standards clauses, applicable wage determination(s) (from SAM.gov or agency-issued), and posters (e.g., WH-1321) in bid documents and executed contracts.
- Verify prime contractor submission of subcontract acknowledgments (SF-1413) for each subcontractor.
- Attend pre-construction conference to explain compliance expectations and reporting protocols.
- Provide guidance to the prime contractor on WH-347 form completion and submission requirements.

Services to be provided by **Stantec** include the following:

Ongoing Weekly Certified Payroll Monitoring (Desk Review)

- Receive, log, and perform detailed desk reviews of weekly certified payroll submissions (WH-347 or equivalent, including signed Statement of Compliance) from the prime contractor and all subcontractors.
- Verify completeness, timeliness (within 7 days of pay date), accuracy of worker names/IDs/classifications/hours/rates/fringes/deductions against the project's wage determination.
- Cross-check classifications against actual work (using site data), overtime (if CWHSSA applies), fringe benefit credits/documentation, and apprentice/trainee compliance.
- Identify discrepancies, underpayments, or red flags (e.g., mismatched classifications, incomplete subs, unsigned certifications).
- Document findings using a standardized checklist; notify the prime contractor (copy Client) of required corrections/revised payrolls within [X] business days.
- Track resolutions, back wage payments (if applicable), and maintain a compliance log/tracker for trends or patterns.
- Prepare weekly/monthly compliance status summaries/reports for the Client, recommending actions (e.g., payment withholding) if violations persist.

Field Inspections and Labor Interviews

- Conduct periodic on-site inspections and confidential employee interviews (using HUD-11 or equivalent forms) to verify:
  - Actual duties/classifications match payroll-reported classifications.
  - Hours worked, pay rates, fringes, and deductions align with payrolls and wage determination.
  - Compliance with posting requirements and no evidence of kickbacks or misclassification.

- Schedule interviews to cover a representative sample of workers (e.g., different trades, shifts, subs); aim for [X]% coverage or at key milestones (e.g., within first 2 weeks of start, mid-project, near final payroll).
- Document interviews with notes/photos (as appropriate), compare to submitted payrolls, and flag inconsistencies for follow-up.
- Coordinate with the Client/agency for any escalated investigations.

Disbursement and Payment Certification Support

- Review prime contractor's progress payment requisitions for labor standards compliance certification.
- Provide written confirmation to the Client that certified payrolls are current, reviewed, and appear compliant (or detail outstanding issues) prior to payment release.
- Recommend withholding of funds if unresolved violations exist, per agency protocols.

Project Closeout

- Verify submission and review of final certified payroll(s) marked "Final."
- Confirm resolution of all issues, back wages (if any), and full compliance documentation.
- Prepare and submit a final labor standards compliance report/certification to the Client/agency.
- Assist in addressing any post-closeout agency/DOL inquiries or audits.

General Requirements

- Maintain all records (payrolls, checklists, interview forms, correspondence) for at least 3 years after project closeout.
- Use secure methods for document receipt/review (e.g., agency portal, encrypted email).
- Escalate serious/repeated violations to the Client/agency promptly for enforcement decisions.
- Provide training/briefings to project team as requested.
- Comply with all applicable federal/state confidentiality and conflict-of-interest rules.

b. Update Project Design and Opinion of Probable Cost

Construction documents may require updates in support of ACOE permitting requirements. These updates will be limited to the civil and structural approved plans that focus on addressing the ACOE comments. It is anticipated that plan updates will not affect other existing permits including County, Water Management District or Florida Department of Environmental Protect. If substantial changes are required and result in modifications to existing permits, a scope and fee will be provided for those permits.

The opinion of probable construction cost will be updated to capture plan updates and current market unit costs.

Task 3. Post Design Construction Phase Services

Stantec will provide the following post design construction phase services as outlined below. It is anticipated that construction will be no more than ten (10) months in duration through substantial completion.

- Pre-construction Meeting – Attend and assist with the preconstruction meeting at a date and time selected by COUNTY.
- Shop Drawing Review – Review and respond to contractor's shop drawing submittals for conformity to the Contract Documents. Up to 28 hours have been budgeted.
- Requests for Information (RFIs) – Review and respond to contractor RFIs including coordination with design team. Up to 24 hours have been budgeted.
- Construction Observations – Limited oversight up to Nine (9 or 54 hours) site visits during construction. A Field Observation Report will be provided following each visit.
- Final Completion Inspection – Participate in final completion walk-through and document items remaining in a punch list.
- Pay Application Reviews – Review and approve up to 12 monthly pay applications.
- Contractor to provide the as-built survey, signed and sealed by a registered Florida land surveyor, at project completion. ENGINEER will review the as-built survey for general conformity with the contract documents and prepare a statement of completion for permit closeouts

Consulting fees

Compensation for performance of the services described herein shall be made in accordance with the terms and conditions of the Continuing Engineering Services agreement between Hernando County and Consultant (Continuing Engineering Services – Contract No. 23-RFQ00422/AP).

Hernando County shall compensate Consultant, on a lump sum basis, in an amount not to exceed **$113,991.00** (per Exhibit B, attached). Invoicing will be based on consultant's progress (percent complete) with the tasks set forth herein.

Task 1. ACOE Permitting	$ 11,350.00
Task 2a. Davis Bacon	$ 54,065.00
Task 2b. Plan and Cost Opinion Updates	$ 6,396.00
Task 3. Post Design Construction Services	$ 41,680.00
Out-of-Pocket Expenses	$ 500.00
Total Add Service:	**$113,991.00**

CONTRACT No. 20-RG0002 - Engineering Services for Lake Townsen Park Boat Ramp Project
EXHIBIT "B" TASK FEE QUOTATION PROPOSAL

TASK NO.	PROJECT ACTIVITY	Tom Burke Chief Engineer 1 $260		Chris Camache Chief Engineer 1 $260		Michael Detsis Engineer 2 $196		Katie Castor Chief Scientist $201		Andrew Olivas Project Manager 1 $173				Basic Activity	Man Hrs by	Avg Hrly
		Man Hrs	Cost	Man Hrs	Cost	Man Hrs	Cost	Man Hrs	Cost	Man Hrs	Cost	Man Hrs	Cost	$ AMOUNT	Activity	Rate
Task 1.0	**Permitting**															
Task 1.1	FDEP/ACOE - Wetland / Species Permit	5	$1,300		$0		$0	50	$10,050		$0		$0	$11,350.00	55	$206.36
Task 2.0	**Federal Funding Updates**															
Task 2a	Davis Bacon Compilance	5	$1,300		$0		$0		$0	305	$52,765		$0	$54,065.00	310	$174.40
Task 2b	Plan and Cost Updates															
	Plan Updates	2	$520	1	$260	18	$3,528		$0		$0		$0	$4,308.00	21	$205.14
	Cost Opinion Updates	2	$520		$0	8	$1,568		$0		$0		$0	$2,088.00	10	$208.80
Task 3.0	**Post Design Construction Phase Services**															
Task 3.1	Pre-construction Meeting	4	$1,040	4	$1,040	4	$784		$0		$0		$0	$2,864.00	12	$238.67
Task 3.2	Shop Drawing Review	6	$1,560	8	$2,080	14	$2,744		$0		$0		$0	$6,384.00	28	$228.00
Task 3.3	Review RFIs	6	$1,560	8	$2,080	10	$1,960		$0		$0		$0	$5,600.00	24	$233.33
Task 3.4	Construction Observations	24	$6,240	10	$2,600	20	$3,920		$0		$0		$0	$12,760.00	54	$236.30
Task 3.5	Substantial & Final Inspection and Punch	8	$2,080	8	$2,080	16	$3,136		$0		$0		$0	$7,296.00	32	$228.00
Task 3.6	Pay App Review	8	$2,080		$0		$0		$0		$0		$0	$2,080.00	8	$260.00
Task 3.7	Review As-Built Survey and Permit Closure	4	$1,040	2	$520	16	$3,136		$0		$0		$0	$4,696.00	22	$213.45

SUB-TOTAL HOURLY COSTS	$ $113,491.00
Out-of-Pocket Expenses (actual cost - not to exceed)	$ $500.00
scellaneous Expenses (Survey, Geotechnical, Arborist)	$ 0
NOT TO EXCEED TOTAL LUMP SUM COST	$ $113,991.00

Firm Name: Stantec Consulting Services Inc.

Signature: Thomas Burke Digitally signed by Thomas Burke Date: 2026.05.14 07:51:57 -04'00'

Thomas Burke, Principal
(Printed Name and Title)

Date: May 14, 2026

NATURAL RESOURCES
Department Name

Authorized Signature

5/14/26
(Date)

Chris Lismont Comm. Svc. Dist.
(Printed Name and Title)

HERNANDO COUNTY

Hernando County Board of County Commissioners

(Date)

TASK ORDERS ARE TO INCLUDE: SCOPE OF SERVICE, PROJECT TIME FRAME, FEE QUOTATION PROPOSAL, AND ANY OTHER RELATIVE ATTACHMENTS. TASK ORDERS ARE TO BE SUBMITTED IN ONE (1) SIGNED ORIGINAL COPY WITH A PURCHASE REQUISITION TO THE PURCHASING AND CONTRACTS DEPARTMENT.

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG / OBJECT / PROJ / ACCOUNT	ORG DESCRIPTION / LINE DESCRIPTION	ACCOUNT DESCRIPTION / EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC	JNL-DESC	ENTITY	AMEND				
2026 08	81698	05/27/2026			BUA	LTBR RQ	1	1				
1	B0161005	566350	XC338	BCC - GENERAL FUND	CAPITAL-IMPROVE OTHR THAN BLDG	150,000.00	-100,000.00	50,000.00	
	B001-112-00000-16-53700-566350-XC338				To fund LTBR Stantec RQ	05/27/2026			
2	B0161005	533400		BCC - GENERAL FUND	OPERATING-OTHER SERVICES	296,120.00	-13,991.00	282,129.00	
	B001-112-00000-16-53700-533400-				To fund LTBR Stantec RQ	05/27/2026			
3	B0161005	533100		BCC - GENERAL FUND	OPERATING-PROFESSIONAL SRVCS	100,000.00	113,991.00	213,991.00	
	B001-112-00000-16-53700-533100-				To fund LTBR Stantec RQ	05/27/2026			
					** JOURNAL TOTAL		0.00		

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: 5094Edohren

YEAR PER JNL / SRC ACCOUNT / EFF DATE JNL DESC REF 1 REF 2 REF 3		ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2026 8 81698						
BUA B001-112-00000-16-53700-566350-XC338		CAPITAL-IMPROVE OTHR THAN BLDG		5		100,000.00
05/27/2026 LTBR RQ	T	To fund LTBR Stantec RQ				
BUA B001-112-00000-16-53700-533400-		OPERATING-OTHER SERVICES		5		13,991.00
05/27/2026 LTBR RQ	T	To fund LTBR Stantec RQ				
BUA B001-112-00000-16-53700-533100-		OPERATING-PROFESSIONAL SRVCS		5	113,991.00	
05/27/2026 LTBR RQ	T	To fund LTBR Stantec RQ				
		JOURNAL 2026/08/81698 TOTAL			.00	.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

FUND BALANCE SEG ACCOUNT	YEAR PER	JNL	EFF DATE ACCOUNT DESCRIPTION	DEBIT	CREDIT
			FUND TOTAL	.00	.00

** END OF REPORT - Generated by Erin Dohren **

Hernando County
Lake Townsen Boat Ramp – Additional Services
April 10, 2026

Task 1: USACE Permitting

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Task 2. Federal Funding

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Ongoing Weekly Certified Payroll Monitoring (Desk Review)

- Receive, log, and perform detailed desk reviews of weekly certified payroll submissions (WH-347 or equivalent, including signed Statement of Compliance) from the prime contractor and all subcontractors.
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- Conduct periodic on-site inspections and confidential employee interviews (using HUD-11 or equivalent forms) to verify:
  - Actual duties/classifications match payroll-reported classifications.
  - Hours worked, pay rates, fringes, and deductions align with payrolls and wage determination.
  - Compliance with posting requirements and no evidence of kickbacks or misclassification.

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- Coordinate with the Client/agency for any escalated investigations.

Disbursement and Payment Certification Support

- Review prime contractor's progress payment requisitions for labor standards compliance certification.
- Provide written confirmation to the Client that certified payrolls are current, reviewed, and appear compliant (or detail outstanding issues) prior to payment release.
- Recommend withholding of funds if unresolved violations exist, per agency protocols.

Project Closeout

- Verify submission and review of final certified payroll(s) marked "Final."
- Confirm resolution of all issues, back wages (if any), and full compliance documentation.
- Prepare and submit a final labor standards compliance report/certification to the Client/agency.
- Assist in addressing any post-closeout agency/DOL inquiries or audits.

General Requirements

- Maintain all records (payrolls, checklists, interview forms, correspondence) for at least 3 years after project closeout.
- Use secure methods for document receipt/review (e.g., agency portal, encrypted email).
- Escalate serious/repeated violations to the Client/agency promptly for enforcement decisions.
- Provide training/briefings to project team as requested.
- Comply with all applicable federal/state confidentiality and conflict-of-interest rules.

b. Update Project Design and Opinion of Probable Cost

Construction documents may require updates in support of ACOE permitting requirements. These updates will be limited to the civil and structural approved plans that focus on addressing the ACOE comments. It is anticipated that plan updates will not affect other existing permits including County, Water Management District or Florida Department of Environmental Protect. If substantial changes are required and result in modifications to existing permits, a scope and fee will be provided for those permits.

The opinion of probable construction cost will be updated to capture plan updates and current market unit costs.

Task 3. Post Design Construction Phase Services

Stantec will provide the following post design construction phase services as outlined below. It is anticipated that construction will be no more than ten (10) months in duration through substantial completion.

- Pre-construction Meeting – Attend and assist with the preconstruction meeting at a date and time selected by COUNTY.
- Shop Drawing Review – Review and respond to contractor's shop drawing submittals for conformity to the Contract Documents. Up to 28 hours have been budgeted.
- Requests for Information (RFIs) – Review and respond to contractor RFIs including coordination with design team. Up to 24 hours have been budgeted.
- Construction Observations – Limited oversight up to Nine (9 or 54 hours) site visits during construction. A Field Observation Report will be provided following each visit.
- Final Completion Inspection – Participate in final completion walk-through and document items remaining in a punch list.
- Pay Application Reviews – Review and approve up to 12 monthly pay applications.
- Contractor to provide the as-built survey, signed and sealed by a registered Florida land surveyor, at project completion. ENGINEER will review the as-built survey for general conformity with the contract documents and prepare a statement of completion for permit closeouts

Consulting fees

Compensation for performance of the services described herein shall be made in accordance with the terms and conditions of the Continuing Engineering Services agreement between Hernando County and Consultant (Continuing Engineering Services – Contract No. 23-RFQ00422/AP).

Hernando County shall compensate Consultant, on a lump sum basis, in an amount not to exceed **$113,991.00** (per Exhibit B, attached). Invoicing will be based on consultant's progress (percent complete) with the tasks set forth herein.

Task 1. ACOE Permitting	$ 11,350.00
Task 2a. Davis Bacon	$ 54,065.00
Task 2b. Plan and Cost Opinion Updates	$ 6,396.00
Task 3. Post Design Construction Services	$ 41,680.00
Out-of-Pocket Expenses	$ 500.00
Total Add Service:	**$113,991.00**

CONTRACT No. 20-RG0002 - Engineering Services for Lake Townsen Park Boat Ramp Project
EXHIBIT "B" TASK FEE QUOTATION PROPOSAL

TASK NO.	PROJECT ACTIVITY	Tom Burke Chief Engineer 1 $260		Chris Camache Chief Engineer 1 $260		Michael Delsis Engineer 2 $196		Katie Castor Chief Scientist $201		Andrew Olivas Project Manager 1 $173				Basic Activity	Man Hrs by	Avg Hrly
		Man Hrs	Cost	Man Hrs	Cost	Man Hrs	Cost	Man Hrs	Cost	Man Hrs	Cost	Man Hrs	Cost	$ AMOUNT	Activity	Rate
Task 1.0	**Permitting**															
Task 1.1	FDEP/ACOE - Wetland / Species Permit	5	$1,300		$0		$0	50	$10,050		$0		$0	$11,350.00	55	$206.36
Task 2.0	**Federal Funding Updates**															
Task 2a	Davis Bacon Compilance	5	$1,300		$0		$0		$0	305	$52,765		$0	$54,065.00	310	$174.40
Task 2b	Plan and Cost Updates															
	Plan Updates	2	$520	1	$260	18	$3,528		$0		$0		$0	$4,308.00	21	$205.14
	Cost Opinion Updates	2	$520		$0	8	$1,568		$0		$0		$0	$2,088.00	10	$208.80
Task 3.0	**Post Design Construction Phase Services**															
Task 3.1	Pre-construction Meeting	4	$1,040	4	$1,040	4	$784		$0		$0		$0	$2,864.00	12	$238.67
Task 3.2	Shop Drawing Review	6	$1,560	8	$2,080	14	$2,744		$0		$0		$0	$6,384.00	28	$228.00
Task 3.3	Review RFIs	6	$1,560	8	$2,080	10	$1,960		$0		$0		$0	$5,600.00	24	$233.33
Task 3.4	Construction Observations	24	$6,240	10	$2,600	20	$3,920		$0		$0		$0	$12,760.00	54	$236.30
Task 3.5	Substantial & Final Inspection and Punch	8	$2,080	8	$2,080	16	$3,136		$0		$0		$0	$7,296.00	32	$228.00
Task 3.6	Pay App Review	8	$2,080		$0		$0		$0		$0		$0	$2,080.00	8	$260.00
Task 3.7	Review As-Built Survey and Permit Closures	4	$1,040	2	$520	16	$3,136		$0		$0		$0	$4,696.00	22	$213.45

SUB-TOTAL HOURLY COSTS	$	$113,491.00
Out-of-Pocket Expenses (actual cost - not to exceed)	$	$500.00
scellaneous Expenses (Survey, Geotechnical, Arborist)	$	0
NOT TO EXCEED TOTAL LUMP SUM COST	$	$113,991.00

Firm Name: Stantec Consulting Services Inc.

Signature: Thomas Burke

Thomas Burke, Principal
(Printed Name and Title)

Date: May 14, 2026

HERNANDO COUNTY

NATURAL RESOURCES
Department Name

Authorized Signature

5/14/26
(Date)

Chris Linstrom Comm. Svc. Dir.
(Printed Name and Title)

Hernando County Board of County Commissioners

6/9/2026
(Date)

TASK ORDERS ARE TO INCLUDE: SCOPE OF SERVICE, PROJECT TIME FRAME, FEE QUOTATION PROPOSAL, AND ANY OTHER RELATIVE ATTACHMENTS. TASK ORDERS ARE TO BE SUBMITTED IN ONE (1) SIGNED ORIGINAL COPY WITH A PURCHASE REQUISITION TO THE PURCHASING AND CONTRACTS DEPARTMENT.

Board of County Commissioners

AGENDA ITEM

Meeting: 06/09/2026
Department: Procurement Department
Prepared By: Gretchen Bechtel
Initiator: Carla Rossiter-Smith
DOC ID: 17520
Legal Request Number:
Bid/Contract Number:

TITLE

Award of Sole Source Purchase From Econolite Control Products, Inc., for Traffic Signal Cabinets for Department of Public Works (Amount: $118,785.00)

RESULT:	**ADOPTED**
MOVER:	John Allocco
SECONDER:	Ryan Amsler
AYES:	Campbell, Amsler, Champion and Allocco
ABSENT:	Hawkins

REQUEST FOR QUOTE

HERNANDO COUNTY BOARD OF
COUNTY COMMISSIONERS
PURCHASING & CONTRACTS DEPARTMENT

THIS IS NOT AN ORDER

352-754-4020, FAX 352-754-4199
15470 FLIGHT PATH DR.
BROOKSVILLE, FL 34604

Quotation No._____

Date: 5/5/2026

Project Name Traffic

Requesting Department DPW

Name: Kyle Boehm

Address: 1525 E Jefferson St. Brooksville, FL 34601

Contact Person: Kyle Boehm Telephone: 352-540-0341 Fax:_____

Date & Time Due for Return of Quote: 05/8/2026 15:30

Please see reverse side for Terms, Conditions and Instructions to Bidders applicable to this Quotation.

ITEM	QUAN.	DESCRIPTION	STOCK NO.	NET PRICE	TOTAL
CAB18726M	5	FDOT55, P44/38, NAT-OUT/WHT-IN, TS2-1 PNG, 16H, BM CAB, 1 RACK. includes plug ins: 6 FTR, 1 Power Supply, 1 MMU2-LEip-E, 16 load switches, 1 flasher		$18,875.00	$94,375.00
SK3051P10	5	EXTENDER BASE,P44,18" HIGH, W/P38 MOUNTING		$592.00	$2,960.00
COBC22122800000000	5	COBALT C-SERIES SM EOS V3.2.28 TS1/TS2-2 8MB DATAKEY		$4,290.00	$21,450.00
		NOTE TAX EXEMPT			
		Shipping date is 6-8 weeks if equipment is not in stock.			$118,785.00

QUOTE MUST INCLUDE DELIVERY Destination Delivery Date or Start of Work_____

FOB DESTINATION Department of Public Works

It is hereby certified and affirmed that the bidder will accept any awards made to him as a result of this quotation.
The award may be all or partial being in the best interest of Hernando County.
It is further agreed that prices quoted will remain firm for a minimum period of 60 calendar days from quotation opening date.

Contact Person Submitting Quote: Alan Baker

Firm Name: Econolite Control Products Inc.

Address: 1250 N Tustin Ave City: Anaheim State: Ca Zip: 92807

Telephone No: 714-630-3700 Fax No:_____ DATE 5/7/2026

PRINT/TYPE NAME: Alan Baker

TITLE: Account Executive SIGNATURE: Alan Baker

Form 11 Quote Form
Created: 12/30/11

HERNANDO COUNTY PURCHASE ORDER TERMS AND CONDITIONS

GENERAL

The condition of this order may not be changed by Vendor/Contractor. If order is not acceptable, return to Hernando County Purchasing and Contracts Department. Failure of a Vendor/Contractor to deliver according to this purchase order awarded to him or to comply with any of the terms and conditions therein may disqualify him from receiving future orders.

QUALITY

All material or services furnished on this order must be as specified and subject to County inspection and approval within a reasonable time after delivery at destination. Variations in materials or services from those specified in this order must not be made without written authority from the Chief Procurement Officer. Materials rejected will be returned at the Vendor/Contractor's risk and expense.

QUANTITY/PRICE

The quantity of materials ordered or the prices specified must not be exceeded without written authority being first obtained from the Chief Procurement Officer.

INDEMNITY AND INSURANCE

The Vendor/Contractor agrees to indemnify and hold harmless Hernando County, including its officers, agents and employees, from all claims, damages, losses and expenses, including reasonable attorneys' fees, and costs brought or incurred on account of injuries or damages sustained by any party due to the operations of the Vendor/Contractor under this contract. The Vendor/Contractor further agrees to provide workers' compensation for all employees, and to maintain such general and auto liability insurance as is deemed necessary by the County for the particular circumstances and operations of the Vendor/Contractor. The Vendor/Contractor further agrees to provide the County with Certificates of Insurance, indicating the amount of coverage in force, upon request.

PACKING

Packages must be plainly marked with shipper's name and purchase order number; charges are not allowed for boxing or crating unless previously agreed upon in writing.

DELIVERY

All materials must be shipped F. O. B. destination. The County will pay no freight or express charges, except by previous agreement. If specific purchase is negotiated on the basis of F.O.B. shipping point, VENDOR/CONTRACTOR ARE TO PREPAY SHIPPING CHARGES AND ADD TO INVOICE. Delivery must actually be affected within the time stated on purchase made between 8:00 AM and 5:00 PM Monday to Friday inclusive unless otherwise stated. In case of default by the Vendor/Contractor, Hernando County may procure the articles or services covered by this order from other sources and hold the Vendor/Contractor responsible for any excess occasioned thereby.

PAYMENT

Partial billing will be accepted only for items received within the specified delivery period. Payments for items delivered after this specified delivery period will be made after the entire order is completed and accepted by Hernando County. Payment shall be made in accordance with Florida Statute 218, Florida Prompt Payment Act. Payment for accepted equipment/supplies/services will be accomplished by submission of an invoice, in duplicate; to the Ship To Address on the front of the purchase order unless otherwise indicated.

MATERIAL SAFETY DATA SHEET

The Vendor/Contractor agrees to furnish Hernando County with a current Material Safety Data Sheet (MSDS) on or before delivery of each and every hazardous chemical or substance purchased which is classified as toxic under Florida Statute 442. Appropriate labels and MSDSs shall be provided for all shipments. Send MSDSs and other pertinent data to: Hernando County Purchasing and Contracts Department, 20 North Main Street, Room 365, Brooksville, FL 34601-2828.

OSHA REQUIREMENT

The Vendor/Contractor or contractor hereby guarantees Hernando County that all materials, supplies and equipment as listed on the purchase order meet the requirements, specifications and standards as provided for under the Federal Occupations Safety and Health Administration Act of 1970, as from time to time amended and in force at the date thereof.

LEGALLY AUTHORIZED WORKFORCE

VENDOR/CONTRACTOR represents and warrants that 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. VENDOR/CONTRACTOR is encouraged (but not required) to incorporate the IMAGE best practices into its business and, when practicable, incorporate verification requirements into its agreements with subcontractors. The IMAGE Best Practices can be found on the COUNTY'S website at www.hernandocounty.us/pur/.

INSURANCE

Unless otherwise specified, the Contractor shall, at its sole expense, maintain in effect at all times during the performance of the services insurance coverage with limits not less than those set forth below (unless limits have been lowered) and with insurers and under forms of policies satisfactory to COUNTY.

Coverage	Minimum Amounts and Limits
(a) Worker's Compensation	Statutory requirements at location of work
Employer's Liability	$ 100,000 each accident
	$ 100,000 by employee
	$ 500,000 policy limit
(b) Commercial General Liability	$ 2,000,000 General Aggregate
(Additional Insured & Wavier Of Subrogation)	$ 2,000,000 Products-Comp. Ops Agg.
	$ 1,000,000 Each Occurrence
	$ 5,000 Medical Expense
(c) Automobile Liability	$ 1,000,000 Combined Single Limit (owned, hired and non-owned)
Option of Split Limits:	
(1.) Bodily Injury	$ 1,000,000 Per Person or $1,000,000 Per Accident

PROCUREMENT DEPARTMENT

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

NOTICE OF INTENDED SOLE SOURCE PURCHASE

Posted: 05/15/2026

Agency: Board of County Commissioners of Hernando County, Florida

Title: Traffic Cabinets - Econolite

Project ID: 26-SS01365

Vendor: Econolite Control Products, Inc.

Short Description of the Commodity or Service Desired:

Supply of Cobalt controllers, cabinets and traffic signal camera equipment.

Total Estimated Amount: $ 118,795.00

Procurement Department Contact:

Name: Gretchen Bechtel, Contracting Agent II

Telephone: (352) 754-4020

Email: gbechtel@co.hernando.fl.us

Last Day for Receipt of Information: Friday, May 29, 2026

Please be advised that pursuant to Section 120.57(3), Florida Statutes, “Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of the proceedings under Chapter 120, Florida Statutes.”

Posted per Hernando County Government Procurement Department Policies & Procedures

By: Felicia Holmes

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

DEPARTMENT OF PUBLIC WORKS
ENGINEERING ◆ FACILITIES ◆ REAL PROPERTY ◆ ROADS/BRIDGES ◆ STORMWATER ◆ TRAFFIC ◆ TRANSIT
1525 EAST JEFFERSON STREET ◆ BROOKSVILLE, FLORIDA 34601
P 352.754.4060 ◆ F 352.754.4423 ◆ W www.HernandoCounty.us

MEMORANDUM

To: Fran Hallet, Procurement Manager
From: Nicholas J Babino, Contract and Training Coordinator
Date: May 07, 2026
Re: Signal Cabinets

The Department of Public Works sent a Request for Quote to Econolite to supply us with five traffic signal cabinets. The total quote amount is $118,785.00. These cabinets are proprietary to Econolite and are used to operate all of the traffic signals within the County.

It is our recommendation to award Econolite for the supply of the cabinets. Attached is a letter from Econolite indicating they are the sole provider of these cabinets. It is imperative to receive these cabinets to ensure continual traffic operations.

Sincerely,

Nicholas J. Babino
Hernando County Department of Public Works
Contract and Training Coordinator
1525 E. Jefferson St.
Brooksville, FL 34601
Office: 352-754-4060 Ext: 17031
Email: NJBabino@co.hernando.fl.us
Cc: Casey Phillips, Accounting Clerk III
Stephen Stack, Assistant Public Works Director

To: Hernando County, Traffic Signal Dept
From: Alan Baker, Econolite Control Products, Inc.
Date: 5/5/2026
Re: Sole Source

To whom it may concern,

This letter is to verify that **Econolite Control Products, Inc.** (FEIN:95-3196532) located at 1250 N. Tustin Ave., Anaheim, CA 92807 is the sole developer, provider or manufacturer of any and all, "Econolite" and "Safetran" products in the state of Florida.

Econolite does not have any other distributors within the state of Florida.

Product would include:

1. **Plug-N-Go Cabinets**: TS1 and TS2
2. **Safetran ATC Cabinets**: ATCC Standard and ATCC Plus series
3. Controllers: **COBALT® and Safetran 2070®**. This also includes any products or licensing that would be associated with Econolite proprietary products. Example: **ASC3®** or **EOS®** software upgrades can only be purchased through Econolite as the software is developed, registered, and licensed for use only by Econolite.
4. **Autoscope**® video detection: **Vision®** are registered trademarks of Image Sensing Systems. Econolite is the sole distributor of **Autoscope®** products in the United States.
5. Radar vehicle detection: **EVO®.**
6. **Econolite Display Products**
7. **Econolite branded BIU's, Load Switches, Power Supplies, Zinc Blue UPS** and any other products with the **Econolite®** name.

If you have any questions concerning this matter, please contact me at (727) 739-6353.

We appreciate the opportunity for your business!

Thank You,

Alan Baker

Alan Baker, Account Executive
Econolite Control Products, Inc.

Board of County Commissioners

AGENDA ITEM

Meeting: 06/09/2026
Department: Procurement Department
Prepared By: Gretchen Bechtel
Initiator: Gretchen Bechtel
DOC ID: 17424
Legal Request Number: 2025 655
Bid/Contract Number: 26-T01215

TITLE

Award of Term Contract to Bio-Tech Consulting, LLC, for Removal and Disposal of Invasive Plant Species for Department of Public Works (Contract No. 26-T01215; Amount: $240,000)

RESULT:	**ADOPTED**
MOVER:	John Allocco
SECONDER:	Ryan Amsler
AYES:	Campbell, Amsler, Champion and Allocco
ABSENT:	Hawkins

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

EVALUATION TABULATION

T No. 26-T01215/GB

Invasive Plant Species Removal and Related Services

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

Report Generated: Monday, April 20, 2026

SELECTED VENDOR TOTALS

Vendor	Total
Bio-Tech Consulting LLC	$35,250.00
EarthBalance	$88,540.00

TABLE 1

					Bio-Tech Consulting LLC		EarthBalance	
Selected	Line Item	Description	Estimated Annual Quantity	Unit	Unit Cost	Total	Unit Cost	Total
X	1	Lead Tree Removal and Stump Treatment	500	Plant	$15.00	$7,500.00	$55.00	$27,500.00
X	2	Brazilian Pepper Tree Removal and Stump Treatment	300	Plant	$30.00	$9,000.00	$55.00	$16,500.00
X	3	Australian Pine Tree Removal and Stump Treatment	500	Plant	$15.00	$7,500.00	$75.00	$37,500.00
X	4	Packaging and Disposal of Plants	5	Cubic Yard	$250.00	$1,250.00	$8.00	$40.00
X	5	MOT	50	Crew Hour	$100.00	$5,000.00	$50.00	$2,500.00

					Bio-Tech Consulting LLC		EarthBalance	
Selected	Line Item	Description	Estimated Annual Quantity	Unit	Unit Cost	Total	Unit Cost	Total
X	6	Trim Mangroves	100	Plants	$50.00	$5,000.00	$45.00	$4,500.00
Total						$35,250.00		$88,540.00

Folicia Holmes
Carla Rossiter- Smith

DEPARTMENT OF PURCHASING AND CONTRACTS

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

DATE: May 12, 2026

TO: Gretchen Bechtel, Contracting Agent II

FROM: Nicholas Babino, Contract and Training Coordinator

SUBJECT: Recommendation for Award Bid No. 26-T01215
Project Name: Invasive Plant Species Removal and Related Services

The attached bid received from Bio-Tech Consulting, LLC for the above referenced project/solicitation is submitted for your review, evaluation, and award recommendation. In accordance with the Hernando County Ordinance No. 93.16, Section 2-105 (6) and Purchasing and Contracts Department Policies and Procedures Manual, Procedure No. 130F, Paragraph 3. (D), Policy140I, Paragraph 2(H), please complete items 2 through 6 and return this award recommendation form with your technical evaluation attached, approved by your department director/manager.

1. Total Contract Bid Price is: $ 35,250.00
2. Reference checks are satisfactory: ☒ YES ☐ NO
   If no, provide an explanation using the space provided below and/or attached to this form.
3. Recommend award as responsive and responsible bidder ☒ YES ☐ NO
   If no, provide a detailed explanation using the space provided below and/or attached to this form.
4. Request Next Bidder? ☐ YES ☒ NO
5. Provide a statement that addresses the reason(s) for your recommendation or rejection. Include your basis for determining that pricing is fair and reasonable and that the Bidder has the ability and resources to perform in accordance with the bid terms, conditions and scope.

Please see the technical evaluation.

6. Provide the funding information: Fund 1011 Dept 0305 Account 5303401

Recommendation Approved By: _____ Date: 5/18/26
Department Director/Manager

Enclosure

TECHNICAL EVALUATION FOR BID AWARD

ITB# 26-T01215 ITB Name Invasive Plant Species Removal and Related Services

This document has been developed to facilitate your evaluation. Your evaluation should be limited to the attached. **Purchasing will ensure that all documents required by the solicitation are contained for evaluation. This documentation will be included with the bid submitted for evaluation. Bids that are determined non-responsive by the Purchasing Division will not be submitted to you for evaluation.** Please note that you should focus your attention on the areas contained within this document. Your evaluation will be a major consideration as to the responsiveness and/or responsibility of a bidder.

A. Is the amount of the bid reasonable and realistic for the services to be performed or the item or equipment to be purchased?

Yes

If the bid is considered reasonable/realistic, provide justification for your conclusion.

The bid is the lowest.

If you consider the bid to be unreasonable and/or unrealistic, please explain in detail.

B. Was an independent County estimate developed prior to soliciting for the procurement?

No

If affirmative, submit this estimate with your evaluation in the same format as the bid schedule and describe the extent the estimate was used in the analysis of the bid.

C. Do the resources (manpower, equipment, supplies, etc.) proposed by the bidder meet the minimum requirements, if any, established by the solicitation?

Yes

If minimums were not identified in the solicitation, you may request information on proposed resources from the bidder **through Purchasing.**

When specific types and quantities of equipment are required to meet minimum standards, the bidder may address this requirement by providing purchasing with a pro-forma invoice with confirmation from a bank or lending institution to the effect that they are prepared to finance the lease or purchase of equipment necessary to perform the services if the bidder is awarded the contract.

D. Does the bidder have a satisfactory record of performance?

Yes

At a minimum, the bidder's record on previous county contracts must be considered and an attempt must be made to contact all references. The reference form attached is to be used for your documentation of your reference check. If references cannot be contacted, the Department shall contact Purchasing for additional references. Purchasing shall request from the bidder in writing of this fact and inform that the reference must contact the project person within two business days or it will negatively impact the evaluation the bid.

E. Provide your overall recommendation on the Recommendation for Award Form.

Award Bio-Tech Consulting the Contract.

Note: At no time will the user/project person/bid evaluator discuss responsiveness, responsibility or withdrawal from the bidding process with any bidder. Moreover, it is strictly prohibited for any County representative involved in the bidding process to attempt to negotiate bids, influence or otherwise impact the business decisions of a bidder.

REFERENCE

Reference For (Firm/Company): Bio-Tech Consulting

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

Company Name: Alachua County Environmental Protection Department

First Name, Last Name: Ryan Kennelly

PHONE #: 352-727-0432 Email: rkennelly@alachuacounty.us

1. Describe the work contracted to firm/company.

   Invasive plant treatment of two natural areas on county preserves.

2. Was the work completed on time?

   Yes

3. Were you satisfied with the final results?

   Initial treatments were not completed in compliance with the scope of work, but they came back and retreated to a satisfactory level.

4. Did you implement their recommendations? N/A

5. Did you encounter any problems? Just the need to retreat, which was completed.

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

   Professionalism 5

   Qualifications 5

   Final Product 5

   Cooperation 5

   Reliability 4

7. Would you contract with this company again?

   Yes X No _____ Maybe _____

Hernando County Use Only
Reference checked by: _____ Date: 5/18/26

REFERENCE

Reference For (Firm/Company): Bio-Tech Consulting

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

Company Name: Alachua County Public Works

First Name, Last Name: Neil Greishaw

PHONE #: 352-548-1263 Email: ngreishaw@alachuacounty.us

1. Describe the work contracted to firm/company.

   ROW herbicide control for cogongrass, aquatic vegetation management in basins, and add-ons by request for proposal.

2. Was the work completed on time?

   Yes.

3. Were you satisfied with the final results?

   Yes.

4. Did you implement their recommendations? Not applicable.

5. Did you encounter any problems? Yes. Last summer a politically sensitive area was over-sprayed in error. Contractor made it right by assisting with turf removal and installation.

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

   Professionalism 5

   Qualifications 5

   Final Product 4

   Cooperation 5

   Reliability 5

7. Would you contract with this company again?

   Yes ✓ No _____ Maybe _____

Hernando County Use Only
Reference checked by: _____ Date: 5/15/26

REFERENCE

Reference For (Firm/Company): Bio-Tech Consulting

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

Company Name: St. Johns County

First Name, Last Name: Ryan Mauch

PHONE #: 904-209-0621 Email: rmauch@sjcfl.us

1. Describe the work contracted to firm/company.

   Invasive plant identification and herbicidal treatment within County owned conservation tracts (Regional Offsite Mitigation Areas)

2. Was the work completed on time?
   Yes

3. Were you satisfied with the final results?
   Yes

4. Did you implement their recommendations?

   N/A

5. Did you encounter any problems?

   Initially with staff turnover, then was corrected

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

   Professionalism 4

   Qualifications 4

   Final Product 3

   Cooperation 3

   Reliability 3

7. Would you contract with this company again?

   Yes Yes No _____ Maybe _____

Hernando County Use Only
Reference checked by: _____ Date: 5/10/26

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

NOTICE OF INTENT TO AWARD

ITB No. 26-T01215

Invasive Plant Species Removal and Related Services

RESPONSE DEADLINE: March 30, 2026, at 10:00 am

Tuesday, May 19, 2026

TO: All Interested Parties

After a thorough review of the bid(s)/proposal(s) received, Hernando County Government staff intends to recommend to the Board of County Commissioners of Hernando County, Florida, a contract award for the above solicitation be approved with:

Bio-Tech Consulting, LLC
3025 E South Street
Orlando, FL 32803

The tentative date for this recommendation is June 2026. The final contract award is subject to funding availability, insurance coverage, and approval by the Board of County Commissioners of Hernando County, Florida.

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, the Hernando County Procurement Manual, Section 22, shall constitute a waiver of protest proceedings."

Thank you for your interest in conducting business with Hernando County Government.

Sincerely,

Felicia Holmes, CPPO, CPPB, NIGP-CPP, FCCM

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

SOLICITATION - OFFER - AWARD

SOLICITATION NO:	SOLICITATION TITLE:	DATE ISSUED:	CONTRACT NO:
26-T01215	Invasive Species	March 18, 2026	26-T01215

ISSUED BY:	SUBMIT BID OFFER TO:
BOARD OF COUNTY COMMISSIONERS **HERNANDO COUNTY, FLORIDA** **Jerry Campbell, Chair** **Ryan Amsler, Vice Chair** **Steve Champion, Second Vice Chair** **John Allocco** **Brian Hawkins**	**HERNANDO COUNTY** **PROCUREMENT DEPARTMENT** **15470 FLIGHT PATH DRIVE** **BROOKSVILLE, FL 34604** Carla Rossiter-Smith Chief Procurement Officer

SOLICITATION

SEALED OFFERS, FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT DESCRIBED HEREIN WILL BE RECEIVED AT THE OFFICE OF Procurement DEPARTMENT, VIA HERNANDO COUNTY'S EPROCUREMENT PORTAL AT: http://secure.procurenow.com/portal/hernandocounty, ON **INSERT DUE DATE.** NO BID OFFERS WILL BE ACCEPTED AFTER THE ABOVE STIPULATED DATE AND TIME. THIS IS AN ADVERTISED SOLICITATION AND THE RESPONDING BIDDERS WILL BE PUBLICLY READ IN THE PURCHASING AND CONTRACTS CONFERENCE ROOM AT **10:00 A.M. ON INSERT DUE DATE.** PURSUANT TO FS 119.071 (current version), SEALED BIDS, PROPOSALS, OR REPLIES RECEIVED BY AN AGENCY PURSUANT TO A COMPETITIVE SOLICITATION ARE EXEMPT FROM FINAL INSPECTION UNTIL SUCH TIME AS THE AGENCY PROVIDES NOTICE OF AN INTENDED DECISION OR UNTIL THIRTY (30) DAYS AFTER OPENING THE BIDS, PROPOSALS, OR FINAL REPLIES, WHICHEVER IS EARLIER.

ITEM NO.	DESCRIPTION OF SERVICE/SUPPLIES/EQUIPMENT	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	The Vendor/Contractor will supply all materials, labor, and equipment in order to accomplish the Invasive Species, as described in the specifications. (SEE ATTACHED SPECIFICATIONS)	x	xxxxx	xxxxxxxxx	$ 35,250

OFFER

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

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

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

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

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** **Department of Public Works** **1525 E Jefferson St.** **Brooksville, FL 34601**	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ACCEPTANCE AND AWARD FOR THE COUNTY: SIGNATURE:	AWARD DATE:

INVASIVE PLANT SPECIES REMOVAL AND RELATED SERVICES

26-T01215/GB

County of Hernando

15470 Flight Path Drive

Brooksville, FL 34604

County of Hernando

Invasive Plant Species Removal and Related Services

I. SOLICITATION .....
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VII. SCOPE AND SPECIFICATIONS.....
VIII. PRICING PROPOSAL.....
IX. VENDOR QUESTIONNAIRE .....

1. SOLICITATION

ISSUED BY:

BOARD OF COUNTY COMMISSIONERS

HERNANDO COUNTY, FLORIDA

Jerry Campbell, Chairman

Ryan Amsler, Vice Chairman

Steve Champion, Second Vice Chairman

John Allocco

Brian Hawkins

SUBMIT BID OFFER TO:

HERNANDO COUNTY

PROCUREMENT DEPARTMENT

via Hernando County's ePROCUREMENT PORTAL

Carla Rossiter-Smith

Chief Procurement Officer

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

Procurement Contact Information:

Gretchen Bechtel, Contract Agent II

(352) 754-4013

gbechtel@co.hernando.fl.us

2. INTRODUCTION

2.1. ADVERTISEMENT OF BID

INVITATION TO BID

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

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

FOR

Invasive Plant Species Removal and Related Services

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

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

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

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

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

or employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the submittal. Ex Parte communication may be grounds for disqualifying the offending Respondent from consideration or award of the solicitation or any future solicitation.

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

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

NOTICE TO BIDDERS

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

2.2. MANDATORY PRE-BID CONFERENCE SITE VISIT

A. A Mandatory Pre-Bid Conference will be held on Tuesday, March 24, 2026, 10:00 am at DPW Operations Conference Room: 1525 E Jefferson St. Brooksville, FL 34601.

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

C. Attendees must be present at the beginning of the Pre-Bid Conference. Arrival after the start of the Pre-Bid Conference shall be cause for disqualification. A sign-in sheet will be provided at both locations to verify attendance. Bidders must be signed in to confirm their attendance.

3. AWARD

UPON AWARD, PLEASE SUBMIT INVOICES TO:

Hernando County

Public Works

1525 E. Jefferson St.

Brooksville, Florida 34601

4. DEFINITIONS AND SOLICITATION INSTRUCTIONS

4.1. DEFINITION OF TERMS

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

A. **BIDDER:** The dealer/manufacturer, Vendor/Contractor or business organization submitting a bid to the County in response to this solicitation. Sometimes referred to as "proposer" or "respondent".

B. **CHANGE ORDER:** The written order issued by the County, County Designated Representative or Engineer, to the Vendor/Contactor and signed by the Vendor/Contractor and County authorizing an addition, deletion, or revision in the goods, services and/or work to be provided under the Contract or an adjustment in the contract price or contract time, after the effective date of the signed contract.

C. **CONTRACT:** The written agreement executed by the County and Vendor/Contractor for the performance of work and the other documents (including but not limited to the Solicitation-Offer-Award in its entirety, and the plans, specifications, notice to bidders, proposal, surety bonds, addenda, bid documents and other documents) whether attached thereto or not.

D. **COUNTY:** The Board of County Commissioners, Hernando County, or its duly authorized representative.

E. **F.S.:** Florida Statutes version in effect on the effective date of the contract, unless otherwise indicated.

F. **PUBLIC OPENING**: The opening of the bids or proposals received in response to this solicitation, and the announcing of the bidders/proposers that submitted the bids/proposals received in response to this solicitation, in the presence of the public.

G. **SOLICITATION:** This Invitation to Bid ("ITB"), Request for Proposals ("RFP") or Request for Quotes ("RFQ"), whichever applies.

H. **VENDOR/CONTRACTOR:** The bidder awarded a contract by the County for the furnishing of goods or services.

4.2. AVAILABILITY OF BIDDING DOCUMENTS

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

4.3. PREPARATION OF BID

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

A. Interested firms are required to register via the County's ePROCUREMENT PORTAL . Once registered, to submit a response please click on the "DRAFT RESPONSE" button and provide an answer to all of the prompts/questions. You must respond to all required questions, and, if any, acknowledge addenda so that your response will be considered complete by the County. Bidders submitting more than one (1) bid with different pricing shall cause the Bidder to be rejected. All bids are subject to the conditions specified herein. Those, which do not comply with these conditions, may be subject to rejection.

B. Submit Bids via the Hernando County's ePROCUREMENT PORTAL. The responsibility for delivering the bid to the County on or before the stated time and date will be solely and strictly the responsibility of the Bidder. The County will be in no way responsible for delays caused by wi-fi connection or speed, power outage or any other occurrence.

1. Bids will be rejected unless submitted electronically via the County's eProcurement Portal along with all required bid line items. All bid forms enclosed are required to be completed and submitted using the instructions listed herein.

2. The County will not honor any explanation or change in the bid documents unless a written addendum has been issued.

3. The County reserves the right to reject any and all bids and to waive any informalities related thereto.

4. All bids must be firm for a period of ninety (90) days after the time set for opening bids. Upon award, prices quoted will be in effect for the term of the contract.

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

6. Blank spaces in the bid must be properly filled in and the phraseology of the bid must not be changed. Additions must not be made to items mentioned therein and any unauthorized conditions, limiting any provision, attached to a bid shall render irregular and may cause its rejection.

7. Bidders are expected to make all investigations necessary to thoroughly inform themselves regarding all drawings, specifications, delivery requirements, performance requirements, site locations and all solicitation instructions to satisfy themselves of conditions affecting submission of their bid and the terms and cost of performing the contract. No pleas of ignorance by the Bidder of conditions that exist or may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis of varying the requirements of the County or the compensation of the Bidder. Bidder agrees that submittal of a bid for the work is prima facie evidence they have conducted such examinations.

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

4.4. BID OPENING:

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

4.5. QUESTIONS REGARDING SPECIFICATIONS OR BIDDING PROCESS

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

A. All questions relative to interpretation of the specifications or the bid process shall be addressed in writing via Hernando County's County's eProcurement Portal Q&A Tab, prior to the date set for submittal and opening of the bids.

B. Any interpretation or clarification made to prospective Bidders will be expressed in the form of an addendum which, if issued, will be posted on the County's eProcurement Portal Q&A tab: Oral answers will not be authoritative.

C. It will be the responsibility of the Bidder to visit https://secure.procurenow.com/portal/hernandocounty to insure they are aware of all addenda issued for this solicitation.

D. All addenda must be acknowledged via the County's eProcurement Poral. Failure of any Bidder to acknowledge any addenda may be found non-responsive and subject to rejection.

4.6. COMMUNICATION

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

4.7. WITHDRAWAL OF BIDS:

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

4.8. BID PROTESTS:

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

4.9. FOREIGN COUNTRIES OF CONCERN

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

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

5. GENERAL CONDITIONS

5.1. CONTRACT PERIOD:

A. The Contract resulting from this solicitation shall be a term contract for the time period specified herein. During the specified time period, the County may order services/supplies as the requirements generate, and the Vendor/Contractor will deliver the services/supplies ordered. It is understood that the County is not obligated to purchase any specific number of services/supplies under this agreement.

B. The period of the Contract shall extend for 3 years from contract effective date.

C. **Renewal Option (Unilateral)**: At the sole option of the County, through the Board of County Commissioners or Chief Procurement Officer or Designee, this Contract may be unilaterally renewed, for two additional one-year periods at the same prices, terms, and conditions. The County alone will determine whether or not this renewal option will be exercised based on its convenience and its best interest. The County will notify the Vendor/Contractor, in writing, no later than thirty (30) days prior to expiration of its decision to exercise this Contract renewal option and/or options. Any request by the Vendor/Contractor for consideration of a price adjustment must be submitted in writing to the County at the time of County notice of its decision to exercise Contract renewal (this provision), and the Vendor/Contractor must provide written evidence based on increased costs to the Vendor/Contractor. Documentation of these increases must be furnished to the County upon request. Any price adjustment (increase or decrease) approved by the County shall impose upon the Vendor/Contractor the requirement to advise and extend to the County price reductions when costs similarly decrease.

D. Either party may cancel this Contract, in whole or in part, by giving ninety (90) days prior notice in writing. However, the Vendor/Contractor shall not be authorized to exercise this cancellation option during the first one-hundred eighty (180) days of the Contract.

5.2. BID PRICE/SUBMITTAL REQUIREMENTS:

A. The prices bid shall remain firm during the period of the Contract. The prices bid shall be inclusive of all labor, equipment, and materials as specified within this solicitation. The price bid constitutes the total compensation payable to the Vendor/Contractor for performing the work.

B. Unless otherwise stated, the prices bid shall include all costs of packing, transporting, delivery, and services to the designated point within Hernando County.

C. The Bidder hereby certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, services, or equipment and is in all respects fair and without collusion or fraud. Further, the Bidder hereby agrees to abide by all terms and conditions of this bid and certifies that the person executing the Bid Form is authorized to sign this bid for the Bidder.

D. The Bidder warrants that the prices of the items set forth herein do not exceed those charged by the Bidder under a contract with the State of Florida or any of its agencies.

E. **Bidder must submit the solicitation document in its entirety, including the Solicitation-Offer-Award cover sheet, Bid Specifications, Bid Form, and all required forms/certifications. Failure to submit these forms may render its bid as non-responsive.**

5.3. QUALIFICATION OF BIDDERS:

A. This bid shall be awarded to a responsive, responsible bidder, qualified by experience to provide the work specified. The Bidder will submit the following information with their bid:

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

B. **Failure to submit this information may be cause for rejection of your bid.**

5.4. BID EVALUATION AND AWARD:

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

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

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

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

5.6. BID EVALUATION AND AWARD (continued)

A. If two (2) or more fully responsive, responsible bids are received for the same total amount or unit price, quality and service being equal, the County reserves the right to award the contract to the Bidder whose place of business is located within the boundaries of Hernando County, Florida. Should tie bids, as described above, be received from either two (2) or more Hernando County Bidders or from non-local Bidders when no Hernando County Bidder has submitted a tie bid, then the Board of County Commissioners shall award the contract to one (1) Vendor/Contractor by drawing lots in a public meeting.

B. The County shall be the sole judge as to the relative merits of the bids received.

C. If a separate written contract is not required by the County; a written letter of award, mailed or otherwise furnished to the successful Bidder, shall result in a binding contract without further action by either party.

D. Discounts for payments within less than twenty (20) days will not be considered in evaluation of bids, however, offered discounts will be taken for less than twenty (20) days if payment is made within the discount period.

E. Bidders/Proposers are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the County or the County's Board will not request documentation of or consider a Bidder's/Proposer's social, political, or ideological interests when determining if the Bidder/Proposer is responsible and may not give preference to a Bidder/Proposer based on the Bidder's/Proposer's social, political, or ideological interests.

5.7. LOCAL PREFERENCE:

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

B. Application:

1. In bidding for or letting contracts for procurement of supplies, materials, equipment, and services, as described in the procurement policies of the County, the Board of County

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

a. Five percent (5%) of the local business' total bid price if the cost differential does not exceed $10,000.00 for procurement activities in amounts over $50,000.00

2. The total bid price shall include not only the base bid price, but also all alterations to the base bid price resulting from alternates which were both part of the bid and actually purchased or awarded by the Board of County Commissioners.

3. In the case of requests for proposals or qualification, letters of interest, or other solicitations and competitive negotiations and selections in which objective factors are used to evaluate the responses, local businesses shall be assigned five percent (5%) of the total points of the total evaluation points.

C. Definitions:

1. Local vendor means a person or business entity which has maintained a permanent place of business with full-time employees within Hernando County for a minimum of twelve (12) months prior to the date bids or quotes were received for the purchase or contract at issue, and which generally provides from such permanent place of business the kinds of goods or services solicited, and which at the time of the solicitation fully complies with the local vendor eligibility identified below.

2. Local Vendor Affidavit of Eligibility shall accompany the quotation or bid submittal in order to be considered valid and shall include, but not be limited to, the following current information:

a. A physical business and location address.

b. Proof of payment of real property tax due to Hernando County.

c. A copy of the firm's most recent annual corporation report to the Florida Division of Corporations.

d. Any additional information necessary to verify local vendor status.

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

E. Exemptions:

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

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

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

5.8. HOURS:

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

5.9. WARRANTIES:

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

5.10. DELIVERY AND ACCEPTANCE:

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

B. Receipt of services/supplies shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after thorough inspection indicates that the services/supplies delivered meet bid specifications and conditions. Should the services/supplies differ in any respect from the specifications, payment will be withheld until such time as the Vendor/Contractor takes necessary corrective action. If the proposed corrective action is not acceptable to the County, final acceptance of the services may be refused, in which case the services shall remain the property of the Vendor/Contractor and the County shall not be liable for payment for any portion thereof.

C. Unless otherwise specified, services shall be performed as described in these contract documents.

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

5.11. REJECTION OF BID:

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

5.12. MINOR INFORMALITIES AND IRREGULARITIES:

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

5.13. NON-EXCLUSIVE CONTRACT:

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

5.14. NON-PERFORMANCE:

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

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

5.15. ASSIGNMENT:

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

5.16. PUBLIC ENTITY CRIMES:

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

5.17. LICENSES AND PERMITS:

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

5.18. LAWS, REGULATIONS, PERMITS AND TAXES:

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

5.19. MODIFICATIONS/AMENDMENTS AND CHANGE ORDERS:

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

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

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

5.20. TAXES:

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

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

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

5.21. MANUFACTURERS' NAME AND APPROVED EQUIVALENTS:

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

5.22. LITIGATION/WAIVER OF JURY TRIAL:

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

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

5.23. TERMINATION:

A. Termination for Default:

1. The County may, by written notice to the Vendor/Contractor, terminate this contract for default in whole or in part (delivery orders, if applicable) if the Vendor/Contractor fails to:

    a. Provide products or services that comply with the specifications herein or fails to meet the County's performance standards.

    b. Deliver the supplies or to perform the services within the time specified in this contract or any extension.

    c. Make progress so as to endanger performance of this contract.

    d. Perform any of the other provisions of this contract.

2. Prior to termination for default, the County will provide adequate written notice to the Vendor/Contractor through the Chief Procurement Officer, Procurement Department, affording them the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action and possible debarment. Such termination may also result in suspension or debarment of the Vendor/Contractor for a period of twelve (12) to twenty-four (24) months depending upon the severity of the Vendor/Contractor's action that caused the default in accordance with the County's Procurement Ordinance. The Vendor/Contractor and its sureties (if any) shall be liable for any damage to the County resulting from the Vendor/Contractor's default of the contract. This liability includes any increased costs incurred by the County in completing contract performance.

3. In the event of termination by the County for any cause, the Vendor/Contractor will have, in no event, any claim against the County for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the County the Vendor/Contractor shall:

    a. Stop work on the date and to the extent specified.

    b. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

    c. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the County.

d. Continue and complete all parts of that work that have not been terminated.

4. If the Vendor/Contractor's failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Vendor/Contractor, the contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

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

5.24. FISCAL NON-FUNDING

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

5.25. USE OF CONTRACT BY OTHER GOVERNMENT AGENCIES:

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

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

5.26. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

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

A. The prices in the bid, or as to any matter relating to such prices, have been arrived at independently without consultation, collusion, communication, or agreement with any other Bidder or with any other competitor for the purpose of restricting competition.

B. Unless otherwise required by law, the prices quoted in the bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed, directly or indirectly, by the Bidder prior to opening to any other Bidder or to any competitor.

5.27. INTERIM EXTENSION OF PERFORMANCE:

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

5.28. COMPETENCY OF BIDDERS:

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

5.29. MAINTENANCE OF RECORDS:

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

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

B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirement are not disclosed except as authorized by law; and,

D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Vendor/Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

E. Failure to comply with this section shall be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

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

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

5.30. PAYMENT:

A. Payment for services received will be accomplished by submission of an invoice, in duplicate, with purchase order number referenced thereon at the completion of each specified job. Said invoice(s) shall be submitted to: 1525 E Jefferson St. Brooksville, FL 34601.

B. Each invoice shall give a detailed breakdown of the services provided.

C. The Vendor/Contractor may invoice the County after each work order is complete. Invoice shall reference and be based upon the quantity report received after project completion.

D. Payment will be made in no less than forty-five (45) days, per Florida Statute 218.74. Payment terms in conflict with the payment terms of the Contract are not acceptable and may be cause for rejection.

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

5.31. CONFLICT OF INTEREST:

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

B. Employee Conflict of Interest: It shall be unethical for any Hernando County employee to participate directly or indirectly in a procurement contract when Hernando County employee knows that:

1. Hernando County employee or any member of Hernando County employee's immediate family has a financial interest in the procurement contract; or

2. Any other person, business, or organization with whom Hernando County employee or any member of a Hernando County employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement contract.

C. A Hernando County employee or any member of a Hernando County employee's immediate family who holds a financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest.

D. Former Employee Conflict of Interest: It shall be a violation for any person, business or organization contracting with County to employ in any capacity, any former County employee or member of County employee's immediate family within one (1) year of that employee's separation from employment with the County, unless the employer or the former County employee files with this solicitation, the County's Employment Disclosure Statement. The penalty for this violation may include disqualification of the bid submission.

5.32. GRATUITIES AND KICKBACKS:

A. Gratuities: It shall be unethical for any person to offer, give, or agree to give any Hernando County employee or former Hernando County employee, or for any Hernando County employee or former Hernando County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, or to influence the content of any specification or procurement standard, or to act in an render advisory, investigative or auditing capacity. The County in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or sub-contract, or to any solicitation or proposal therefor, shall not accept any gratuities.

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

5.33. E-VERIFY:

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

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

B. A mere allegation of Vendor/Contractor's intent to use and/or current use of unauthorized workers may not be a basis to delay the County's award of a contract to the Vendor/Contractor unless such an allegation has been determined to be factual by Immigration and Customs Enforcement (ICE) pursuant to an investigation conducted by ICE prior to the date the contract is scheduled to be awarded by the County.

C. Legitimate claims of the Vendor/Contractor's use of unauthorized workers must be reported to both of the following agencies:

   1. The County's Purocurement Department at (352) 754-4020: and

   2. Immigration and Customs Enforcement (ICE) at 1-866-DHS-2-ICE

D. In the event it is discovered that the Vendor/Contractor's employees are not legally eligible to work in the United States, the County may, in its sole discretion, demand that the Vendor/Contractor cure this deficiency within a specified time frame, and/or immediately terminate the contract without any cost or penalty to the County, and/or debar the Vendor/Contractor from bidding on all County contracts for a period up to twenty-four (24) months, and/or take any and all legal action deemed necessary and appropriate.

E. Vendor/Contractor is required to incorporate the following IMAGE best practices into its business and, when practicable, incorporate verification requirements into its agreements with subcontractors:

   1. Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.

   2. Use the Social Security Number verification service and make good faith effort to correct and verify the names and Social Security Numbers of the current workforce.

   3. Establish a written hiring and employment eligibility verification policy.

   4. Establish an internal compliance and training program related to the hiring and employment verification process, to include, but not limited to, completion of Form I-9, how to detect fraudulent use of documents in the verification process, and how to use E-Verify and the Social Security Number Verification Service.

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

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

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

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

5.35. INSURANCE REQUIREMENTS:

A. INDEMNITY, SAFETY AND INSURANCE PROVISIONS:

1. Indemnity: To the fullest extent permitted by Florida law, the Vendor/Contractor covenants, and agrees that it will indemnify and hold harmless the County and all of the County's officers, agents, and employees from any claim, loss, damage, cost, charge, attorney's fees and costs, or any other expense arising out of any act, action, neglect, or omission by Vendor/Contractor during the performance of the contract, whether direct or indirect, and whether to any person or property to which the County or said parties may be subject, except that neither the Vendor/Contractor nor any of its subcontractors, or assignees, will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County or any of its officers, agents, or employees.

2. Protection of Person and Property:

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

   b. The Vendor/Contractor will take all reasonable precautions to prevent damage, injury or loss to: (a) all persons who may be affected by the performance of his operations, including employees; (b) all materials and equipment; and (c) all property at or surrounding the work site. In an emergency affecting the safety of persons or property, the Vendor/Contractor will act, with reasonable care and discretion, to prevent any threatened damage, injury or loss.

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

1. Workers' Compensation: As required by law:

   a. State.....1,000,000.00

b. APPLICABLE FEDERAL.....1,000,000.00

c. EMPLOYER'S LIABILITY.....Minimum:

i. $100,000.00 each accident

ii. $100,000.00 by employee

iii. $1,000,000.00 policy limit

d. Exemption per Florida Statute 440: If a Vendor/Contractor has less than three (3) employees and states that they are exempt per Florida Statute 440, they must provide an exemption certificate from the State of Florida. Otherwise, they will be required to purchase Workers' Compensation Insurance and provide a copy of Workers Compensation Insurance.
https://www.myfloridacfo.com/Division/WC/Employer/Exemptions/

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

a. Coverage as follows:

i. EACH OCCURRENCE.....$1,000,000.00

ii. GENERAL AGGREGATE $2,000,000.00

iii. PERSONAL/ADVERTISING INJURY.....$1,000,000.00

iv. PRODUCTS-COMPLETED OPERATIONS AGGREGATE.....$2,000,000.00 Per Project Aggregate (if applicable)

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

i. FIRE DAMAGE (Any one (1) fire.....$50,000.00

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

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

4. Waiver of Subrogation: Vendor/Contractor agrees by entering into this Contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Vendor/Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor/Contractor aggress 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. <u>EACH INSURANCE POLICY SHALL INCLUDE THE FOLLOWING CONDITIONS BY ENDORSEMENT TO THE POLICY</u>:

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

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

2. Companies issuing the insurance policy, or policies, shall have no recourse against the County for payment of premiums or assessments for any deductibles which all are the sole responsibility and risk of Vendor/Contractor.

3. The term "County" or "Hernando County" shall include all authorities, boards, bureaus, commissions, divisions, departments, and offices of the County and individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of Hernando County.

4. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

D. The Vendor/Contractor shall be required to provide a current Certificate of Insurance to the County prior to commencement of services.

E. Bidders may, at the County's request, be required to provide proof that their firm meets the preceding insurance requirements, by submission of a Certificate Of Insurance coverage(s), prior to award of the Contract.

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

5.36. INSURANCE REQUIREMENTS (continued)

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

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

5.37. MINIMUM WAGE RATES:

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

B. If the contract should be renewed, the contract shall be adjusted for benefit of the Vendor/Contractor in proportion with Federal law governing wage rates during the period of the contract for labor-related costs only.

C. The County reserves the right, in its sole discretion, to inspect the payroll records of the Vendor/Contractor to determine whether the Vendor/Contractor is complying with Federal wage and hour law.

5.38. SAFETY PRECAUTIONS:

A. The Vendor/Contractor shall be responsible for Maintenance of Traffic (MOT) and instructing their workmen in appropriate safety measures with respect to all services provided under this contract and shall not permit them to place equipment in traffic lanes or other locations in such a manner as to create a safety hazard.

B. All equipment shall be equipped with all necessary safety equipment to satisfy all applicable Florida Department of Transportation (FDOT) and Occupational Safety and Health Administration (OSHA) requirements.

5.39. RESPONSIVE/RESPONSIBLE:

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

5.40. CONE OF SILENCE

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

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

5.41. CLAIMS

A. Chief Procurement Officer's Decision Required: All claims, except those waived, shall be referred to the Chief Procurement Officer for decision.

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

C. Chief Procurement Officer's Action: Chief Procurement Officer will review each claim and, within thirty (30) days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one (1) of the following actions in writing:

1. Deny the claim in whole or in part,

2. Approve the claim, or

3. Notify the parties that the Chief Procurement Officer is unable to resolve the claim if, in the Chief Procurement Officer's sole discretion, it would be inappropriate for the Chief Procurement Officer to do so. For purposes of further resolution of the claim, such notice shall be deemed a denial.

D. In the event that Chief Procurement Officer does not take action on a claim within said thirty (30) days, the claim shall be deemed denied.

E. Chief Procurement Officer's written action or denial will be final and binding upon Owner and Vendor/Contractor, unless Owner or Vendor/Contractor invoke the dispute resolution procedure set forth in Section titled "DISPUTE RESOLUTION" within thirty (30) days of such action or denial.

5.42. DISPUTE RESOLUTION:

A. Owner and Vendor/Contractor may mutually request mediation of any claim submitted to the Owner for a decision before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the effective date of the agreement. The request for mediation shall be submitted in writing to the American Arbitration Association. Timely submission of the request shall stay the effect.

B. Owner and Vendor/Contractor shall participate in the mediation process in good faith. The process shall be concluded within sixty (60) days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the claim is not resolved by mediation, Chief Procurement Officer's action or denial pursuant to Section titled "CLAIMS" shall become final and binding thirty (30) days after termination of the mediation unless, within that time period, Owner or Vendor/Contractor:

1. Agrees with the other party to submit the claim to another dispute resolution process, or

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

6. SPECIAL CONDITIONS

6.1. INSPECTION OF FACILITIES/AREAS:

It is the Bidder's responsibility to become fully informed as to the nature and extent of the work required, Hernando Beach, and any other factors that may impact performance of the contract. The responsibility to inspect the worksite is the sole responsibility of the Bidder. Arrangement for Bidder's inspection of facilities and/or activity schedule may be secured by calling 352-754-4060. Failure to visually inspect the facilities may be cause for disqualification of your bid. After contract award, no additional compensation will be made as a result of the differences between actual labor and materials required to complete the project and the contract amount.

6.2. LICENSES AND PERMITS:

A. Prior to furnishing the requested product(s) or service(s), it shall be the responsibility of the awarded Vendor/Contractor to obtain, at no additional cost to the County, any and all licenses and permits required to complete this contractual service. These licenses and permits shall be readily available for review by the Chief Procurement Officer or their designee.

B. Said licenses shall be in the Bidder's name as it appears on the official Bid Form. Bidder shall supply appropriate license numbers, with expiration dates, as part of their bid. Failure to hold and provide proof of a proper active license, certification and registration may be grounds for rejection of the bid.

C. Upon notification, Bidder shall provide copies of all applicable active and current licenses.

D. The Vendor/Contractor must possess a Florida State commercial pesticide/herbicide applicators license from the Florida Department of Agriculture & Consumer Services (FDACS) and have the ability to identify invasive plant species on the Florida Exotic Pest Plant Council (FLEPPC) Category I and Category Il plant lists. The Vendor/Contractor must be a professional mangrove trimmer through the Florida Department of Environmental Protection.

6.3. CODES AND REGULATIONS:

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

6.4. INFORMATION AND DESCRIPTIVE LITERATURE

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

6.5. DEBRIS

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

6.6. PROTECTION OF PROPERTY/SECURITY:

A. The Vendor/Contractor shall provide barricades if necessary and take all necessary precautions to protect buildings and personnel. All work shall be completed in every respect and accomplished in a professional manner and the Vendor/Contractor shall provide for removal of all debris from County property.

B. The Vendor/Contractor shall at all times, guard against damage or loss to property of Hernando County, or of other Vendor/Contractors, and shall be held responsible for replacing or repairing any such loss or damage. The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss of damage to property through negligence of the Vendor/Contractor or their agent.

C. The Vendor/Contractor will not hold Hernando County responsible and releases Hernando County from any liability costs and expenses in connection with, resulting from or arising out of damage, loss, or theft of any machinery, equipment, tools, supplies and/or materials owned by the Vendor/Contractor and stored on County property.

6.7. PRICING-FFP

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

6.8. PRICE ADJUSTMENT:

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

6.9. MARKET CONDITIONS:

The County reserves the right to purchase on the open market should lower market prices prevail, at which time the Vendor/Contractor shall have the option of meeting the lower price or relieving the County of any obligation previously understood.

6.10. CHANGES - SERVICE CONTRACTS:

A. The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

   1. Description of services to be performed.

   2. Time of performance (i.e., hours of the day, days of the week, etc.).

   3. Place of performance of the services.

B. If additional work or other changes are required in the areas described above, a price proposal will be required from the Vendor/Contractor. Upon negotiation of the proposal, execution and receipt of the change order, the Vendor/Contractor shall commence performance of the work as specified.

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

6.11. METHOD OF ORDERING:

The County will issue purchase orders against the contract on an as-needed-basis for the supplies or services listed on the Bid Form. Subsequent to the issuance of the Purchase Order(s), the Hernando County Department of Public Works shall issue a Notice to Proceed (NTP) Letter to the Vendor/Contractor to indicate the start of each round of work.

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

It is hereby made a part of this Invitation for Bid that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God that Hernando County shall require a “first priority” basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the County. Vendor/Contractor agrees to rent/sell/lease all goods and services to the County or other governmental entities as opposed to a private citizen, on a first priority basis. The County expects to pay contractual prices for all products or services required during an emergency situation. **Vendor/Contractor shall furnish a twenty-four (24) hour phone number and email address in the event of such an emergency.**

6.13. REQUIREMENTS CONTRACT:

This is a requirements contract, and the County shall order from the Vendor/Contractor all of the supplies and/or services specified in the contract’s price schedule that are required to be purchased by the County, except as otherwise provided herein. If the County urgently requires delivery of goods or services before the earliest date that delivery may be required under this contract, and if the

Vendor/Contractor will not accept an order providing for accelerated delivery, the County may acquire the goods or services from another source. Except as this contract may otherwise provide, if the County's requirements do not result in orders in the quantities described as "estimated" in the contract's price schedule, that fact shall not constitute the basis for an equitable adjustment.

6.14. ESTIMATED QUANTITIES:

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

6.15. ADDITIONAL ITEMS:

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

6.16. SAMPLES/DEMONSTRATIONS:

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

6.17. SITE DAMAGE:

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

6.18. EQUIPMENT LIST:

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

6.19. FINAL SITE 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.

6.20. MATERIAL SAFETY DATA SHEETS:

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

7. SCOPE AND SPECIFICATIONS

7.1. SCOPE OF WORK

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

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

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

QUALIFICATIONS

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

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

Professional mangrove trimmer through the Florida Department of Environmental Protection.

TECHNICAL SPECIFICATIONS

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

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

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

A. Stump method:

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

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

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

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

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

B. Mangrove Trimming:

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

C. Disposal

Plant material shall be disposed of at:

Northwest Solid Waste Management Facility

14450 Landfill Road,

Brooksville, Florida, 34614

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

SUBMITTALS

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

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

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

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

8. PRICING PROPOSAL

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

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

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

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

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

[BIO-TECH CONSULTING LLC] RESPONSE DOCUMENT REPORT

T No. 26-T01215/GB

Invasive Plant Species Removal and Related Services

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

Report Generated: Wednesday, May 27, 2026

Bio-Tech Consulting LLC Response

CONTACT INFORMATION

Company:
Bio-Tech Consulting LLC

Email:
armando@bio-techconsulting.com

Contact:
Armando Hernandez

Address:
3025 East South Street
Orlando, FL 32803

Phone:
(407) 456-3829

Website:
www.bio-techconsulting.com

Submission Date:
Apr 15, 2026 9:57 AM (Eastern Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Apr 14, 2026 11:25 AM by Armando Hernandez

Addendum #2
Confirmed Apr 14, 2026 11:25 AM by Armando Hernandez

QUESTIONNAIRE

1. Company Information

VENDOR REGISTRATION*
Please download the below documents, complete, and upload.

- Vendor-Registration-Form.pdf

Vendor-Registration-Form.pdf

W9 FORM *
Please upload your company's W9 information

W-9_Bio-Tech_Consulting_LLC_2026.pdf

UPLOAD FLORIDA PERMIT
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.

2026_State_of_Florida_-_LLC.pdf

LOCAL PREFERENCE.*
If you are claiming local preference, please download the below documents, complete, and upload.

- LOCAL_VENDOR_AFFIDAVIT_OF_E...

Local_Vendor_Affidavit_of_Eligibility.pdf

2. Authorizations

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

Yes

AUTHORIZED SIGNATORY/NEGOTIATOR*
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)

John Miklos - President , john@bio-techconsulting.com, (407) 894-5969, 3025 East South Street Orlando, Florida 32803

CORPORATE AFFIDAVIT*
Please download the below documents, complete, and upload.

- Corporate_Affidavit_(4).pdf

Corporate_Affidavit.pdf

3. Confirmations

PRICING OFFERED*

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*

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*

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 *
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*

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 Florida Statutes, or the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 Florida Statutes, 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 an attest that I confirm the above is acknowledged.

Confirmed

AWARD*
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 *
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*
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*
287.138 Florida Statutes, 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)*
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.
No response submitted

4. Proposal/Qualifications

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

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

Professional mangrove trimmer through the Florida Department of Environmental Protection.

REFERENCES *

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...

4.1_References.pdf

LICENSES*
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:

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

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

Professional mangrove trimmer through the Florida Department of Environmental Protection.

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:

Bio-Tech_Consulting_Licenses_and_Certs.pdf

EQUIPMENT AND FACILITIES LIST *
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.pdf

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

List_of_Personnel.pdf

5. Additional Required Forms

HERNANDO COUNTY EMPLOYMENT DISCLOSURE*
Please download the below documents, complete, and upload.

- HC_Employment_Disclosure_Ce...

Hernando_County_Employment_Disclosiure_Certification_Statement.pdf

SOLICITATION-OFFER-AWARD SIGNATURE PAGE*

Please download the below documents, complete, and upload.

- Solicitation-Offer-Award_11...

Solicitation_-_Offer_-_Award.pdf

VENDORS/CONTRACTORS MUST SUBMIT A WRITTEN EXECUTION PLAN DETAILING THE METHOD OF REMOVAL AND THE HERBICIDE MANUFACTURERS' DATA WHICH WILL BE USED FOR THIS CONTRACT.*
Bio-Tech_Consulting_Execution_Plan.pdf

ANTI HUMAN TRAFFICKING AFFIDAVIT*
Please download the below documents, complete, and upload.

- Anti_Human-Trafficking-Affi...

Anti_Human_Trafficking.pdf

VENDOR REGISTRATION **HERNANDO COUNTY, FL**

Vendor is:
(X) Corporation
( ) Partnership
( ) Sole Proprietorship
( ) Other _____(Explain)

Federal Employer Identification
Number or Social Security Number: 74-3101893

Firm Name: Bio-Tech Consulting, LLC.

Mailing Address: 3025 East South Street

City Orlando State FL Zip 32803

Telephone No. (407) 894-5969 Fax No. (407) 894-5970

Web Address: https://bio-techconsulting.com E-Mail: john@bio-techconsulting.com

Commodity or Service Supply: Ecological and Permitting Services

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

Firm Name: _____

Mailing Address: _____

City_____State_____Zip_____

Submitted by: John Miklos

Name & Title Printed: John Miklos - President

Directions for Submitting Application:
Vendors: Complete and return to requestor.
Staff: Attach to requisition for processing.

Please attach your completed W-9 Form

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

LOCAL VENDOR AFFIDAVIT OF ELIGIBILITY

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

1. This sworn statement is submitted to

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

by John Miklos - President
[Print individual's name and title]

for Bio-Tech Consulting, LLC.
[Print name of Company/Individual submitting sworn statement]

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

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

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

2. **LOCAL PREFERENCE ELIGIBILITY**

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

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

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

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

[Signature]

04/14/2026
[Date]

State of Florida
County of Hernando
The foregoing instrument was acknowledged before me this 14 day of April, 2026
by John Miklos
who is personally known to me ✓
or who has produced _____ as identification
and who did take an oath.

Notary Public: Dalia Cabani
My Commission Expires: 6/9/27

DALIA CABANI
MY COMMISSION # HH 360520
EXPIRES: June 9, 2027

CORPORATE AFFIDAVIT

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

STATE OF FLORIDA]

COUNTY OF HERNANDO]

John Miklos being duly sworn, deposes and says that he is secretary of

Bio-Tech Consulting, LLC., a corporation organized and existing under and by

virtues of the laws of the State of Florida, and having its principal office at:

3025 South East Street Orlando, Florida 32803 (Address)

Affiant further says that he is familiar with the records, minute books and bylaws of

Bio-Tech Consulting, LLC. (Name of Corporation) of the

corporation, is duly authorized to sign President (Title)

the Bid for Invasive Plant Species Removal and Related Services for said corporation by virtues of:

LLC (Limited Liability Company)

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

August 12, 2003

John Miklos
Affiant

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

Notary Public

Dalia Cabani

This document should be completed and returned with your submittal.

DALIA CABANI
MY COMMISSION # HH 360520
EXPIRES: June 9, 2027



Biological Sciences. Technical Expertise. Better Development.

bio-techconsulting.com

407-894-5969

Bio-Tech Consulting

4.2 LICENSES

KEY CERTIFICATIONS AND LICENSES

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

A. Business Registration

Classification: Certificate of Status / Authorization to Conduct Business
Issuing Government: Florida Division of Corporations (Sunbiz)
Issue Date: JAN 7, 2026
Document Number: L23000480332

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

B. Commercial Pesticide / Herbicide Applicator License(s)

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

License Holder 1 William Cody
Classification: Commercial Pesticide Applicator License (Categories: 5a, 21,6)
Issuing Government: Florida Department of Agriculture & Consumer Services (FDACS)
Issue Date: 3/19/2024
License Number: CM28372

License Holder 2 Jim Downey
Classification: Commercial Pesticide Applicator License (Categories: 5a, 21,)
Issuing Government: FDACS
Issue Date: 2/5/2025
License Number: CM21873

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

C. Professional Mangrove Trimmer (PMT) Qualification

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

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

Qualified Professional
Name: Jeremy Cooper
Classification: ISA Certified Arborist (Qualifies as PMT per §403.9329 F.S.)
Issuing Organization: International Society of Arboriculture (ISA)
Certification Number: FL-9502A
Issue Date: April 6, 2019
Expiration Date: June 30, 2028

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

D. Invasive Species Identification Capability

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

E. Subcontractors

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

F. Documentation Provided

FDACS Commercial Applicator License(s)
ISA Certified Arborist Certification
Additional Licenses and Certifications
Sunbiz Certificate of Status

Florida Certified Pesticide and Commercial Applicator



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

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

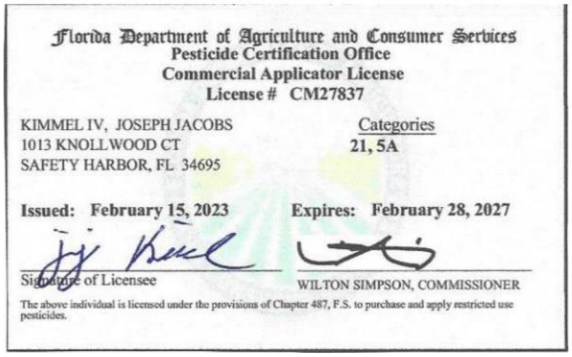
Categories
21, 5A

Issued: January 4, 2023 Expires: January 31, 2027

Signature of Licensee

WILTON SIMPSON, COMMISSIONER

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



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

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

Categories
21, 5A

Issued: February 15, 2023 Expires: February 28, 2027

Signature of Licensee

WILTON SIMPSON, COMMISSIONER

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



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

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

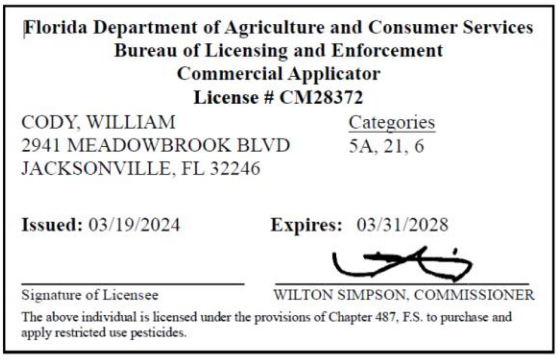
Categories
21, 5A

Issued: January 17, 2023 Expires: January 31, 2027

Signature of Licensee

WILTON SIMPSON, COMMISSIONER

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



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

CODY, WILLIAM
2941 MEADOWBROOK BLVD
JACKSONVILLE, FL 32246

Categories
5A, 21, 6

Issued: 03/19/2024 Expires: 03/31/2028

Signature of Licensee

WILTON SIMPSON, COMMISSIONER

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



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

DOWNEY, JAMES KENNETH
1005 LEINHART CT
OVIEDO, FL 32765

Categories
5A, 21

Issued: February 5, 2025 Expires: September 30, 2028

Signature of Licensee

WILTON SIMPSON, COMMISSIONER

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

Certified Arborist



The International Society of Arboriculture

Hereby Announces That

Jeremy Cooper

Has Earned the Credential

ISA Certified Arborist ®

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

Caitlyn Pollihan
CEO & Executive Director

6 April 2019	30 June 2028	FL-9502A
Issue Date	Expiration Date	Certification Number

ANAB
ANSI National Accreditation Board
ACCREDITED
ISO/IEC 17024
PERSONNEL CERTIFICATION BODY
#0847
ISA Certified Arborist

The International Society of Arboriculture

Hereby Announces That

Evan Francis Quigley

Has Earned the Credential

ISA Certified Arborist ®

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

Caitlyn Pollihan
CEO & Executive Director

16 March 2024	30 June 2027	FL-10131A
Issue Date	Expiration Date	Certification Number

ANAB
ANSI National Accreditation Board
ACCREDITED
ISO/IEC 17024
PERSONNEL CERTIFICATION BODY
#0847
ISA Certified Arborist

ISI Tree Risk Assessment



The International Society of Arboriculture

Hereby Announces That

Evan Quigley

Has Earned the Credential

ISA Tree Risk Assessment Qualification®

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

Caitlyn Pollihan
CEO & Executive Director

9 December 2025	9 December 2032
Issue Date	Expiration Date

Authorized Gopher Tortoise Agent

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

Directions

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

Directions

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

Directions

HAZWOPER



cert. for file

FSCJ Florida State College at Jacksonville

Continuing Education, A Division of Workforce Education and Economic Development

Florida State College at Jacksonville recognizes

David Northrup

has completed, to satisfaction professional training in

Hazardous Waste Operations and Emergency Response Standard

10/18/2022
Date

Dr. John J. Wall
Provost and Vice President for Academic Affairs

Dr. Cedrick L. Gibson
Associate Vice President, Workforce Development and Entrepreneurship

Stormwater Inspector



QUALIFIED
STORMWATER MANAGEMENT
INSPECTOR

The undersigned hereby acknowledges that

Mark Ausley

has successfully met all requirements necessary to be fully qualified through the Florida Department of Environmental Protection Stormwater Erosion and Sedimentation Control Inspector Training Program

May 10, 2013

Hal Lunsford
Hal Lunsford

Inspector Number 28808

Lee Marchman
Lee Marchman, P.E.



QUALIFIED
STORMWATER MANAGEMENT
INSPECTOR

The undersigned hereby acknowledges that

Joseph Galletti

has successfully met all requirements necessary to be fully qualified through the Florida Department of Environmental Protection Stormwater Erosion and Sedimentation Control Inspector Training Program

10/16/2003

Inspector Number 5777

Jared Searcy
Statewide Training Coordinator

Kevin Coyne
WQRP Program Administrator

FDEP Green BMP

Department of
Environmental Protection
2600 Blair Stone Road, M.S. 3570
Tallahassee, Florida 32399-2400

UF UNIVERSITY of FLORIDA
IFAS Extension

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

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

James K. Downey
1005 Leinhart Ct
Oviedo, FL 32765

State of Florida
DEPARTMENT OF
ENVIRONMENTAL PROTECTION

James K. Downey

GV12135-1 (Certificate #) GV12135 (Trainee ID #)

GREEN INDUSTRIES BEST MANAGEMENT PRACTICES
TRAINING PROGRAM



UF UNIVERSITY of FLORIDA
IFAS Extension

GV12135-1
Certificate #
GV12135
Trainee ID #

Certificate of Training
Best Management Practices
Florida Green Industries

The undersigned hereby acknowledges that

James K. Downey

has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.

Donald P. Rainey	C. White	12/3/2010	Heather Ritchie
Issuer	Instructor	Date of Class	DEP Program Administrator

Not valid without seal

INSTEP



INSTEP
International Society of Technical and Environmental Professionals

The International Society of Technical & Environmental Professionals, Inc. (INSTEP)

Hereby Certifies That:

Joseph C. Galletti, (LEP # 123)

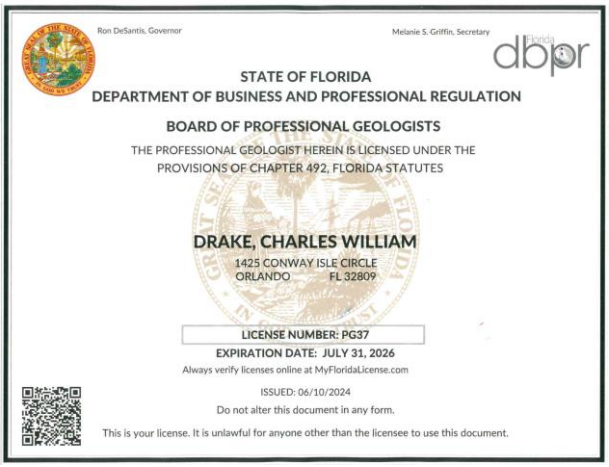
Is a Member in Good Standing

Membership #: 509
Membership Number

Eugene B Jones
Administrator

December 31, 2026
Expiration Date

Professional Geologist



Ron DeSantis, Governor
Melanie S. Griffin, Secretary
Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL GEOLOGISTS

THE PROFESSIONAL GEOLOGIST HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 492, FLORIDA STATUTES

DRAKE, CHARLES WILLIAM
1425 CONWAY ISLE CIRCLE
ORLANDO FL 32809

LICENSE NUMBER: PG37
EXPIRATION DATE: JULY 31, 2026
Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/10/2024
Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

NREP

National Registry of Environmental Professionals®
Est. 1987

Certificate Holder Search

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

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

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

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

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

Certificate Number
5898 Apply Reset

First Name: Joseph
Last Name: Galletti
Certificate: REPA℠ - Registered Environmental Property Assessor℠
Certificate #: 5898
Awarded: 05/01/97
Expiration: 12/31/26
Status: Active

SUNBIZ

2026 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L23000480332

Entity Name: BIO-TECH CONSULTING, LLC

Current Principal Place of Business:

3025 E SOUTH ST
ORLANDO, FL 32803

Current Mailing Address:

3025 E SOUTH ST
ORLANDO, FL 32803 US

FEI Number: 74-3101893

FILED
Jan 27, 2026
Secretary of State
6040701571CC

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

GALLETTI, JOSEPH
3025 E SOUTH ST
ORLANDO, FL 32803 US

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

SIGNATURE: JOSEPH GALLETTI 01/27/2026

Electronic Signature of Registered Agent — Date

Authorized Person(s) Detail :

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



Biological Sciences. Technical Expertise. Better Development.

bio-techconsulting.com

407-894-5969

Bio-Tech Consulting

Anti-Human Trafficking Affidavit

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

1. My name is John Miklos and I am over eighteen years of age. The following information is given from my own personal knowledge.

2. I am an officer or representative with Bio-Tech Consulting, LLC., a non-governmental entity (the "Nongovernmental Entity"). I am authorized to provide this affidavit on behalf of Nongovernmental Entity.

3. Neither Nongovernmental Entity, nor any of its subsidiaries or affiliates, uses *coercion* for *labor* or *services*, as such italicized terms are defined in Fla. Stat. § 787.06, as it may be amended from time to time.

4. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Governmental Entity and no contracts may be executed, renewed, or extended between the parties.

5. This declaration is made pursuant to Fla, Stat. § 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties.

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

FURTHER AFFIANT SAYETH NAUGHT.

Bio-Tech Consulting, LLC.
Name of Nongovernmental Entity

John Miklos
Printed Name of Affiant

President
Title of Affiant

Signature of Affiant

04/14/2026
Date

EQUIPMENT & FACILITIES LISTING

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

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

FACILITIES LOCATION ADDRESSES & DESCRIPTION

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

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

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

Bio-Tech Consulting maintains equipment across multiple locations in Florida and deploys it based on project needs. Equipment and crews are allocated as needed to ensure timely mobilization and efficient service delivery within Hernando County.

Bio-Tech Consulting, LLC.	John Miklos - President
BIDDER'S COMPANY NAME	CONTACT PERSON (Name) (Title)
3025 East South Street	(407) 894-5969
MAILING ADDRESS	TELEPHONE NO. – FAX NO.
Orlando, FL. 32803	john@bio-techconsulting.com
CITY, STATE AND ZIP CODE	EMAIL ADDRESS

This document must be completed and returned with your submittal.

4.4 LIST OF PERSONNEL

KEY PERSONNEL

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

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

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

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

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

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

Staffing Approach

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

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

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

HERNANDO COUNTY EMPLOYMENT DISCLOSURE CERTIFICATION STATEMENT

April 14, 2026
(date)

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

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

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

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

Bidder:

john@bio-techconsulting.com
(Email address)

(Signature required)

John Miklos
(Print name)

President
(Print title)

3025 East South Street Orlando, FL. 32803
(Address)

(407) 894-5969
(Phone)

(407) 894-5970
(Fax)

74-3101893
(Federal Taxpayer ID Number)

Relatives and Former Hernando County Employees – Roles and Signatures

Part A: Employees that left Hernando County in the last two years.			
Employee Name/Signature	Job Performed for Hernando County	Current Role with Business Entity	Date Left Hernando County
Name:_____ Sign: _____ • Involved with this procurement on behalf of Hernando County? No ☐ Yes ☐ • Involved with proposal development for this procurement? No ☐ Yes ☐			
Name:_____ Sign: _____ • Involved with this procurement on behalf of Hernando County? No ☐ Yes ☐ • Involved with proposal development for this procurement? No ☐ Yes ☐			
Name:_____ Sign: _____ • Involved with this procurement on behalf of Hernando County? No ☐ Yes ☐ • Involved with proposal development for this procurement? No ☐ Yes ☐			

NOT APPLICABLE

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

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

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

This document should be completed and returned with your submittal.

5.3 EXECUTION PLAN

PROJECT UNDERSTANDING

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

Work will be performed in a manner that:

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

---

Approach to Invasive Species Removal

1. Site Assessment & Mobilization

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

---

2. Mechanical Removal (Cutting Operations)

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

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

Care will be taken to:

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

---

3. Herbicide Application (Stump Treatment Method)
Immediately following cutting, all stumps will be treated using a cut-stump herbicide application method to prevent re-growth.

Primary Herbicide:

- Garlon® 3A (Triclopyr amine)

Application Method:

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

Application Rates (per specification):

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

Best Practices:

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

Mangrove Trimming (Regulated Work)

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

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

Mangrove trimming will:

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

---

Debris Handling & Disposal

All removed vegetation and debris will be:

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

Disposed of at:

- Northwest Solid Waste Management Facility (Brooksville, FL)

Additional controls:

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

Site Protection & Environmental Controls

Bio-Tech Consulting implements strict environmental protection measures:

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

In the event of any unintended impact:

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

Traffic Control & Safety (MOT)

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

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

All field personnel will be equipped with:

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

---

Quality Control & Inspection

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

---

Personnel & Equipment

Bio-Tech Consulting will provide:

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

Equipment includes:

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

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

Schedule & Responsiveness

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

Herbicide Manufacturer Data (Summary)

Garlon® 3A (Triclopyr Amine)

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

Safety & Compliance:

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

(SDS and label documentation available upon request)

Summary

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

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

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

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

Invasive Plant Species

IN
HERNANDO COUNTY, FLORIDA

SOLICITATION NO. 26-T01215/GB

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. Please confirm that the mandatory pre-bid meeting is March 24, 2026. The overview tab on the e-portal (OpenGov) says 3/24/26 however Section 2.2 of the actual ITB says January 7, 2026.

1.A. The Mandatory Pre-Bid meeting is on 03/24/26 at 10:00 AM. Section 2.2 is revised.

BOARD OF COUNTY COMMISSIONERS
OF HERNANDO COUNTY, FLORIDA

Felicia Holmes, CPPO, CPPB, NIGP-CPP
For: Carla Rossiter-Smith MSM, PMP, GPC
Chief Procurement Officer

PROCUREMENT DEPARTMENT

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

ADDENDUM # TWO (2)

TO
THE CONTRACT DOCUMENTS
FOR THE

Invasive Plant Species

IN
HERNANDO COUNTY, FLORIDA

SOLICITATION NO. 26-T01215/GB

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

2.Q. Would the awarded company be allowed to subcontract an experienced Professional Mangrove Trimmer on site for any necessary mangrove trimming?
2.A. No.

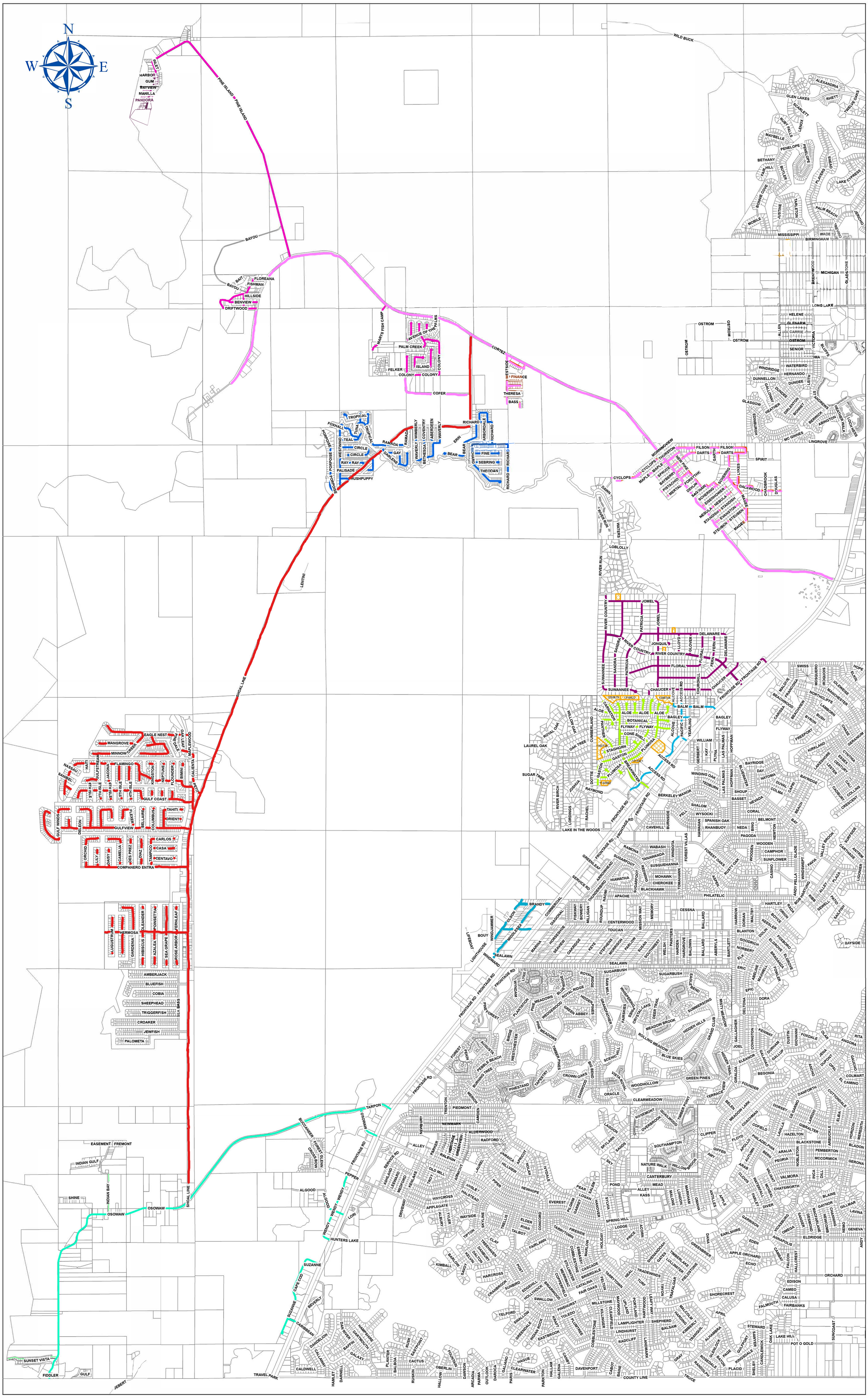
3.Q. What was the prior awarded price or prior bid tabulations?
3.A. $37,565. Documents for the current contract (21-T00088) can be viewed on OpenGov.

B. Changes
Added to Solicitation: Attachment 1 – Invasive Plant Species Area Map

BOARD OF COUNTY COMMISSIONERS
OF HERNANDO COUNTY, FLORIDA

Felicia Holmes, CPPO, CPPB, NIGP-CPP
For: Carla Rossiter-Smith MSM, PMP, GPC
Chief Procurement Officer

ATTACHMENT 1 - INVASIVE PLANT SPECIES AREA MAP



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

ADDENDA REPORT

T No. 26-T01215/GB

Invasive Plant Species Removal and Related Services

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

Friday, May 22, 2026

Addenda Issued:

Addendum #1
Mar 23, 2026 11:46 AM
Addendum #1

Attachments:
· Addendum 1 26-T01215 Invasive Plant Species

Addendum #2
Mar 24, 2026 4:43 PM
Addendum #2

Attachments:
· Addendum 2 - 26-T01215 Invasive Plant Species

Addenda Acknowledgements:

Addendum #1

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

Addendum #2

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

SOLICITATION - OFFER - AWARD

SOLICITATION NO:	SOLICITATION TITLE:	DATE ISSUED:	C NTRAC" NO.
26-T01215	**Invasive Species**	**March 18, 2026**	**26-T01215**

ISSUED BY:	SUBMIT BID OFFER TO:
BOARD OF COUNTY COMMISSIONERS **HERNANDO COUNTY, FLORIDA** **Jerry Campbell, Chair** **Ryan Amsler, Vice Chair** **Steve Champion, Second Vice Chair** **John Allocco** **Brian Hawkins**	**HERNANDO COUNTY** **PROCUREMENT DEPARTMENT** **15470 FLIGHT PATH DRIVE** **BROOKSVILLE, FL 34604** Carla Rossiter-Smith Chief Procurement Officer

SOLICITATION

SEALED OFFERS, FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT DESCRIBED HEREIN WILL BE RECEIVED AT THE OFFICE OF Procurement DEPARTMENT, VIA HERNANDO COUNTY'S EPROCUREMENT PORTAL AT: http://secure.procurenow.com/portal/hernandocounty, ON **INSERT DUE DATE.** NO BID OFFERS WILL BE ACCEPTED AFTER THE ABOVE STIPULATED DATE AND TIME. THIS IS AN ADVERTISED SOLICITATION AND THE RESPONDING BIDDERS WILL BE PUBLICLY READ IN THE PURCHASING AND CONTRACTS CONFERENCE ROOM AT **10:00 A.M. ON INSERT DUE DATE.** PURSUANT TO FS 119.071 (current version), SEALED BIDS, PROPOSALS, OR REPLIES RECEIVED BY AN AGENCY PURSUANT TO A COMPETITIVE SOLICITATION ARE EXEMPT FROM FINAL INSPECTION UNTIL SUCH TIME AS THE AGENCY PROVIDES NOTICE OF AN INTENDED DECISION OR UNTIL THIRTY (30) DAYS AFTER OPENING THE BIDS, PROPOSALS, OR FINAL REPLIES, WHICHEVER IS EARLIER.

ITEM NO.	DESCRIPTION OF SERVICE/SUPPLIES/EQUIPMENT	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	The Vendor/Contractor will supply all materials, labor, and equipment in order to accomplish the Invasive Species, as described in the specifications. (SEE ATTACHED SPECIFICATIONS)	X	XXXXX	XXXXXXXXX	$ 35,250

OFFER

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

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

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

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

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:	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ACCEPTANCE AND AWARD FOR THE COUNTY:	
Hernando County **Department of Public Works** **1525 E Jefferson St.** **Brooksville, FL 34601**	Jerry Campbell Chairman SIGNATURE:	AWARD DATE: 6/9/2026

INVASIVE PLANT SPECIES REMOVAL AND RELATED SERVICES

26-T01215/GB

County of Hernando

15470 Flight Path Drive

Brooksville, FL 34604

County of Hernando

Invasive Plant Species Removal and Related Services

I. SOLICITATION .....
II. INTRODUCTION.....
III. AWARD .....
IV. DEFINITIONS AND SOLICITATION INSTRUCTIONS.....
V. GENERAL CONDITIONS.....
VI. SPECIAL CONDITIONS.....
VII. SCOPE AND SPECIFICATIONS.....
VIII. PRICING PROPOSAL.....
IX. VENDOR QUESTIONNAIRE .....

1. SOLICITATION

ISSUED BY:

BOARD OF COUNTY COMMISSIONERS

HERNANDO COUNTY, FLORIDA

Jerry Campbell, Chairman

Ryan Amsler, Vice Chairman

Steve Champion, Second Vice Chairman

John Allocco

Brian Hawkins

SUBMIT BID OFFER TO:

HERNANDO COUNTY

PROCUREMENT DEPARTMENT

via Hernando County's ePROCUREMENT PORTAL

Carla Rossiter-Smith

Chief Procurement Officer

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

Procurement Contact Information:

Gretchen Bechtel, Contract Agent II

(352) 754-4013

gbechtel@co.hernando.fl.us

2. INTRODUCTION

2.1. ADVERTISEMENT OF BID

INVITATION TO BID

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

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

FOR

Invasive Plant Species Removal and Related Services

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

Offers for furnishing the above will be received and accepted up to 10:00 a.m. (local time), Monday, April 20, 2026, via Hernando County's ePocurement 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 ePocurement Portal.

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

or employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the submittal. Ex Parte communication may be grounds for disqualifying the offending Respondent from consideration or award of the solicitation or any future solicitation.

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

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

NOTICE TO BIDDERS

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

2.2. MANDATORY PRE-BID CONFERENCE SITE VISIT

A. A Mandatory Pre-Bid Conference will be held on Tuesday, March 24, 2026, 10:00 am at DPW Operations Conference Room: 1525 E Jefferson St. Brooksville, FL 34601.

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

C. Attendees must be present at the beginning of the Pre-Bid Conference. Arrival after the start of the Pre-Bid Conference shall be cause for disqualification. A sign-in sheet will be provided at both locations to verify attendance. Bidders must be signed in to confirm their attendance.

3. AWARD

UPON AWARD, PLEASE SUBMIT INVOICES TO:

Hernando County

Public Works

1525 E. Jefferson St.

Brooksville, Florida 34601

4. DEFINITIONS AND SOLICITATION INSTRUCTIONS

4.1. DEFINITION OF TERMS

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

A. **BIDDER:** The dealer/manufacturer, Vendor/Contractor or business organization submitting a bid to the County in response to this solicitation. Sometimes referred to as "proposer" or "respondent".

B. **CHANGE ORDER:** The written order issued by the County, County Designated Representative or Engineer, to the Vendor/Contactor and signed by the Vendor/Contractor and County authorizing an addition, deletion, or revision in the goods, services and/or work to be provided under the Contract or an adjustment in the contract price or contract time, after the effective date of the signed contract.

C. **CONTRACT:** The written agreement executed by the County and Vendor/Contractor for the performance of work and the other documents (including but not limited to the Solicitation-Offer-Award in its entirety, and the plans, specifications, notice to bidders, proposal, surety bonds, addenda, bid documents and other documents) whether attached thereto or not.

D. **COUNTY:** The Board of County Commissioners, Hernando County, or its duly authorized representative.

E. **F.S.:** Florida Statutes version in effect on the effective date of the contract, unless otherwise indicated.

F. **PUBLIC OPENING**: The opening of the bids or proposals received in response to this solicitation, and the announcing of the bidders/proposers that submitted the bids/proposals received in response to this solicitation, in the presence of the public.

G. **SOLICITATION:** This Invitation to Bid ("ITB"), Request for Proposals ("RFP") or Request for Quotes ("RFQ"), whichever applies.

H. **VENDOR/CONTRACTOR:** The bidder awarded a contract by the County for the furnishing of goods or services.

4.2. AVAILABILITY OF BIDDING DOCUMENTS

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

4.3. PREPARATION OF BID

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

A. Interested firms are required to register via the County's ePROCUREMENT PORTAL . Once registered, to submit a response please click on the "DRAFT RESPONSE" button and provide an answer to all of the prompts/questions. You must respond to all required questions, and, if any, acknowledge addenda so that your response will be considered complete by the County. Bidders submitting more than one (1) bid with different pricing shall cause the Bidder to be rejected. All bids are subject to the conditions specified herein. Those, which do not comply with these conditions, may be subject to rejection.

B. Submit Bids via the Hernando County's ePROCUREMENT PORTAL. The responsibility for delivering the bid to the County on or before the stated time and date will be solely and strictly the responsibility of the Bidder. The County will be in no way responsible for delays caused by wi-fi connection or speed, power outage or any other occurrence.

1. Bids will be rejected unless submitted electronically via the County's eProcurement Portal along with all required bid line items. All bid forms enclosed are required to be completed and submitted using the instructions listed herein.

2. The County will not honor any explanation or change in the bid documents unless a written addendum has been issued.

3. The County reserves the right to reject any and all bids and to waive any informalities related thereto.

4. All bids must be firm for a period of ninety (90) days after the time set for opening bids. Upon award, prices quoted will be in effect for the term of the contract.

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

6. Blank spaces in the bid must be properly filled in and the phraseology of the bid must not be changed. Additions must not be made to items mentioned therein and any unauthorized conditions, limiting any provision, attached to a bid shall render irregular and may cause its rejection.

7. Bidders are expected to make all investigations necessary to thoroughly inform themselves regarding all drawings, specifications, delivery requirements, performance requirements, site locations and all solicitation instructions to satisfy themselves of conditions affecting submission of their bid and the terms and cost of performing the contract. No pleas of ignorance by the Bidder of conditions that exist or may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis of varying the requirements of the County or the compensation of the Bidder. Bidder agrees that submittal of a bid for the work is prima facie evidence they have conducted such examinations.

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

4.4. BID OPENING:

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

4.5. QUESTIONS REGARDING SPECIFICATIONS OR BIDDING PROCESS

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

A. All questions relative to interpretation of the specifications or the bid process shall be addressed in writing via Hernando County's County's eProcurement Portal Q&A Tab, prior to the date set for submittal and opening of the bids.

B. Any interpretation or clarification made to prospective Bidders will be expressed in the form of an addendum which, if issued, will be posted on the County's eProcurement Portal Q&A tab: Oral answers will not be authoritative.

C. It will be the responsibility of the Bidder to visit https://secure.procurenow.com/portal/hernandocounty to insure they are aware of all addenda issued for this solicitation.

D. All addenda must be acknowledged via the County's eProcurement Poral. Failure of any Bidder to acknowledge any addenda may be found non-responsive and subject to rejection.

4.6. COMMUNICATION

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

4.7. WITHDRAWAL OF BIDS:

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

4.8. BID PROTESTS:

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

4.9. FOREIGN COUNTRIES OF CONCERN

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

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

5. GENERAL CONDITIONS

5.1. CONTRACT PERIOD:

A. The Contract resulting from this solicitation shall be a term contract for the time period specified herein. During the specified time period, the County may order services/supplies as the requirements generate, and the Vendor/Contractor will deliver the services/supplies ordered. It is understood that the County is not obligated to purchase any specific number of services/supplies under this agreement.

B. The period of the Contract shall extend for 3 years from contract effective date.

C. **Renewal Option (Unilateral)**: At the sole option of the County, through the Board of County Commissioners or Chief Procurement Officer or Designee, this Contract may be unilaterally renewed, for two additional one-year periods at the same prices, terms, and conditions. The County alone will determine whether or not this renewal option will be exercised based on its convenience and its best interest. The County will notify the Vendor/Contractor, in writing, no later than thirty (30) days prior to expiration of its decision to exercise this Contract renewal option and/or options. Any request by the Vendor/Contractor for consideration of a price adjustment must be submitted in writing to the County at the time of County notice of its decision to exercise Contract renewal (this provision), and the Vendor/Contractor must provide written evidence based on increased costs to the Vendor/Contractor. Documentation of these increases must be furnished to the County upon request. Any price adjustment (increase or decrease) approved by the County shall impose upon the Vendor/Contractor the requirement to advise and extend to the County price reductions when costs similarly decrease.

D. Either party may cancel this Contract, in whole or in part, by giving ninety (90) days prior notice in writing. However, the Vendor/Contractor shall not be authorized to exercise this cancellation option during the first one-hundred eighty (180) days of the Contract.

5.2. BID PRICE/SUBMITTAL REQUIREMENTS:

A. The prices bid shall remain firm during the period of the Contract. The prices bid shall be inclusive of all labor, equipment, and materials as specified within this solicitation. The price bid constitutes the total compensation payable to the Vendor/Contractor for performing the work.

B. Unless otherwise stated, the prices bid shall include all costs of packing, transporting, delivery, and services to the designated point within Hernando County.

C. The Bidder hereby certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, services, or equipment and is in all respects fair and without collusion or fraud. Further, the Bidder hereby agrees to abide by all terms and conditions of this bid and certifies that the person executing the Bid Form is authorized to sign this bid for the Bidder.

D. The Bidder warrants that the prices of the items set forth herein do not exceed those charged by the Bidder under a contract with the State of Florida or any of its agencies.

E. **Bidder must submit the solicitation document in its entirety, including the Solicitation-Offer-Award cover sheet, Bid Specifications, Bid Form, and all required forms/certifications. Failure to submit these forms may render its bid as non-responsive.**

5.3. QUALIFICATION OF BIDDERS:

A. This bid shall be awarded to a responsive, responsible bidder, qualified by experience to provide the work specified. The Bidder will submit the following information with their bid:

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

B. **Failure to submit this information may be cause for rejection of your bid.**

5.4. BID EVALUATION AND AWARD:

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

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

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

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

5.6. BID EVALUATION AND AWARD (continued)

A. If two (2) or more fully responsive, responsible bids are received for the same total amount or unit price, quality and service being equal, the County reserves the right to award the contract to the Bidder whose place of business is located within the boundaries of Hernando County, Florida. Should tie bids, as described above, be received from either two (2) or more Hernando County Bidders or from non-local Bidders when no Hernando County Bidder has submitted a tie bid, then the Board of County Commissioners shall award the contract to one (1) Vendor/Contractor by drawing lots in a public meeting.

B. The County shall be the sole judge as to the relative merits of the bids received.

C. If a separate written contract is not required by the County; a written letter of award, mailed or otherwise furnished to the successful Bidder, shall result in a binding contract without further action by either party.

D. Discounts for payments within less than twenty (20) days will not be considered in evaluation of bids, however, offered discounts will be taken for less than twenty (20) days if payment is made within the discount period.

E. Bidders/Proposers are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the County or the County's Board will not request documentation of or consider a Bidder's/Proposer's social, political, or ideological interests when determining if the Bidder/Proposer is responsible and may not give preference to a Bidder/Proposer based on the Bidder's/Proposer's social, political, or ideological interests.

5.7. LOCAL PREFERENCE:

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

B. Application:

1. In bidding for or letting contracts for procurement of supplies, materials, equipment, and services, as described in the procurement policies of the County, the Board of County

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

a. Five percent (5%) of the local business' total bid price if the cost differential does not exceed $10,000.00 for procurement activities in amounts over $50,000.00

2. The total bid price shall include not only the base bid price, but also all alterations to the base bid price resulting from alternates which were both part of the bid and actually purchased or awarded by the Board of County Commissioners.

3. In the case of requests for proposals or qualification, letters of interest, or other solicitations and competitive negotiations and selections in which objective factors are used to evaluate the responses, local businesses shall be assigned five percent (5%) of the total points of the total evaluation points.

C. Definitions:

1. Local vendor means a person or business entity which has maintained a permanent place of business with full-time employees within Hernando County for a minimum of twelve (12) months prior to the date bids or quotes were received for the purchase or contract at issue, and which generally provides from such permanent place of business the kinds of goods or services solicited, and which at the time of the solicitation fully complies with the local vendor eligibility identified below.

2. Local Vendor Affidavit of Eligibility shall accompany the quotation or bid submittal in order to be considered valid and shall include, but not be limited to, the following current information:

a. A physical business and location address.

b. Proof of payment of real property tax due to Hernando County.

c. A copy of the firm's most recent annual corporation report to the Florida Division of Corporations.

d. Any additional information necessary to verify local vendor status.

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

E. Exemptions:

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

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

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

5.8. HOURS:

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

5.9. WARRANTIES:

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

5.10. DELIVERY AND ACCEPTANCE:

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

B. Receipt of services/supplies shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after thorough inspection indicates that the services/supplies delivered meet bid specifications and conditions. Should the services/supplies differ in any respect from the specifications, payment will be withheld until such time as the Vendor/Contractor takes necessary corrective action. If the proposed corrective action is not acceptable to the County, final acceptance of the services may be refused, in which case the services shall remain the property of the Vendor/Contractor and the County shall not be liable for payment for any portion thereof.

C. Unless otherwise specified, services shall be performed as described in these contract documents.

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

5.11. REJECTION OF BID:

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

5.12. MINOR INFORMALITIES AND IRREGULARITIES:

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

5.13. NON-EXCLUSIVE CONTRACT:

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

5.14. NON-PERFORMANCE:

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

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

5.15. ASSIGNMENT:

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

5.16. PUBLIC ENTITY CRIMES:

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

5.17. LICENSES AND PERMITS:

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

5.18. LAWS, REGULATIONS, PERMITS AND TAXES:

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

5.19. MODIFICATIONS/AMENDMENTS AND CHANGE ORDERS:

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

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

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

5.20. TAXES:

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

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

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

5.21. MANUFACTURERS' NAME AND APPROVED EQUIVALENTS:

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

5.22. LITIGATION/WAIVER OF JURY TRIAL:

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

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

5.23. TERMINATION:

A. Termination for Default:

1. The County may, by written notice to the Vendor/Contractor, terminate this contract for default in whole or in part (delivery orders, if applicable) if the Vendor/Contractor fails to:

   a. Provide products or services that comply with the specifications herein or fails to meet the County's performance standards.

   b. Deliver the supplies or to perform the services within the time specified in this contract or any extension.

   c. Make progress so as to endanger performance of this contract.

   d. Perform any of the other provisions of this contract.

2. Prior to termination for default, the County will provide adequate written notice to the Vendor/Contractor through the Chief Procurement Officer, Procurement Department, affording them the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action and possible debarment. Such termination may also result in suspension or debarment of the Vendor/Contractor for a period of twelve (12) to twenty-four (24) months depending upon the severity of the Vendor/Contractor's action that caused the default in accordance with the County's Procurement Ordinance. The Vendor/Contractor and its sureties (if any) shall be liable for any damage to the County resulting from the Vendor/Contractor's default of the contract. This liability includes any increased costs incurred by the County in completing contract performance.

3. In the event of termination by the County for any cause, the Vendor/Contractor will have, in no event, any claim against the County for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the County the Vendor/Contractor shall:

   a. Stop work on the date and to the extent specified.

   b. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

   c. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the County.

d. Continue and complete all parts of that work that have not been terminated.

4. If the Vendor/Contractor's failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Vendor/Contractor, the contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

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

5.24. FISCAL NON-FUNDING

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

5.25. USE OF CONTRACT BY OTHER GOVERNMENT AGENCIES:

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

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

5.26. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

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

A. The prices in the bid, or as to any matter relating to such prices, have been arrived at independently without consultation, collusion, communication, or agreement with any other Bidder or with any other competitor for the purpose of restricting competition.

B. Unless otherwise required by law, the prices quoted in the bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed, directly or indirectly, by the Bidder prior to opening to any other Bidder or to any competitor.

5.27. INTERIM EXTENSION OF PERFORMANCE:

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

5.28. COMPETENCY OF BIDDERS:

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

5.29. MAINTENANCE OF RECORDS:

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

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

B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirement are not disclosed except as authorized by law; and,

D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Vendor/Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

E. Failure to comply with this section shall be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

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

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

5.30. PAYMENT:

A. Payment for services received will be accomplished by submission of an invoice, in duplicate, with purchase order number referenced thereon at the completion of each specified job. Said invoice(s) shall be submitted to: 1525 E Jefferson St. Brooksville, FL 34601.

B. Each invoice shall give a detailed breakdown of the services provided.

C. The Vendor/Contractor may invoice the County after each work order is complete. Invoice shall reference and be based upon the quantity report received after project completion.

D. Payment will be made in no less than forty-five (45) days, per Florida Statute 218.74. Payment terms in conflict with the payment terms of the Contract are not acceptable and may be cause for rejection.

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

5.31. CONFLICT OF INTEREST:

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

B. Employee Conflict of Interest: It shall be unethical for any Hernando County employee to participate directly or indirectly in a procurement contract when Hernando County employee knows that:

1. Hernando County employee or any member of Hernando County employee's immediate family has a financial interest in the procurement contract; or

2. Any other person, business, or organization with whom Hernando County employee or any member of a Hernando County employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement contract.

C. A Hernando County employee or any member of a Hernando County employee's immediate family who holds a financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest.

D. Former Employee Conflict of Interest: It shall be a violation for any person, business or organization contracting with County to employ in any capacity, any former County employee or member of County employee's immediate family within one (1) year of that employee's separation from employment with the County, unless the employer or the former County employee files with this solicitation, the County's Employment Disclosure Statement. The penalty for this violation may include disqualification of the bid submission.

5.32. GRATUITIES AND KICKBACKS:

A. Gratuities: It shall be unethical for any person to offer, give, or agree to give any Hernando County employee or former Hernando County employee, or for any Hernando County employee or former Hernando County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, or to influence the content of any specification or procurement standard, or to act in an render advisory, investigative or auditing capacity. The County in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or sub-contract, or to any solicitation or proposal therefor, shall not accept any gratuities.

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

5.33. E-VERIFY:

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

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

B. A mere allegation of Vendor/Contractor's intent to use and/or current use of unauthorized workers may not be a basis to delay the County's award of a contract to the Vendor/Contractor unless such an allegation has been determined to be factual by Immigration and Customs Enforcement (ICE) pursuant to an investigation conducted by ICE prior to the date the contract is scheduled to be awarded by the County.

C. Legitimate claims of the Vendor/Contractor's use of unauthorized workers must be reported to both of the following agencies:

   1. The County's Purocurement Department at (352) 754-4020: and

   2. Immigration and Customs Enforcement (ICE) at 1-866-DHS-2-ICE

D. In the event it is discovered that the Vendor/Contractor's employees are not legally eligible to work in the United States, the County may, in its sole discretion, demand that the Vendor/Contractor cure this deficiency within a specified time frame, and/or immediately terminate the contract without any cost or penalty to the County, and/or debar the Vendor/Contractor from bidding on all County contracts for a period up to twenty-four (24) months, and/or take any and all legal action deemed necessary and appropriate.

E. Vendor/Contractor is required to incorporate the following IMAGE best practices into its business and, when practicable, incorporate verification requirements into its agreements with subcontractors:

   1. Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.

   2. Use the Social Security Number verification service and make good faith effort to correct and verify the names and Social Security Numbers of the current workforce.

   3. Establish a written hiring and employment eligibility verification policy.

   4. Establish an internal compliance and training program related to the hiring and employment verification process, to include, but not limited to, completion of Form I-9, how to detect fraudulent use of documents in the verification process, and how to use E-Verify and the Social Security Number Verification Service.

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

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

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

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

5.35. INSURANCE REQUIREMENTS:

A. INDEMNITY, SAFETY AND INSURANCE PROVISIONS:

1. Indemnity: To the fullest extent permitted by Florida law, the Vendor/Contractor covenants, and agrees that it will indemnify and hold harmless the County and all of the County's officers, agents, and employees from any claim, loss, damage, cost, charge, attorney's fees and costs, or any other expense arising out of any act, action, neglect, or omission by Vendor/Contractor during the performance of the contract, whether direct or indirect, and whether to any person or property to which the County or said parties may be subject, except that neither the Vendor/Contractor nor any of its subcontractors, or assignees, will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County or any of its officers, agents, or employees.

2. Protection of Person and Property:

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

   b. The Vendor/Contractor will take all reasonable precautions to prevent damage, injury or loss to: (a) all persons who may be affected by the performance of his operations, including employees; (b) all materials and equipment; and (c) all property at or surrounding the work site. In an emergency affecting the safety of persons or property, the Vendor/Contractor will act, with reasonable care and discretion, to prevent any threatened damage, injury or loss.

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

1. Workers' Compensation: As required by law:

   a. State.....1,000,000.00

b. APPLICABLE FEDERAL.....1,000,000.00

c. EMPLOYER'S LIABILITY.....Minimum:

i. $100,000.00 each accident

ii. $100,000.00 by employee

iii. $1,000,000.00 policy limit

d. Exemption per Florida Statute 440: If a Vendor/Contractor has less than three (3) employees and states that they are exempt per Florida Statute 440, they must provide an exemption certificate from the State of Florida. Otherwise, they will be required to purchase Workers' Compensation Insurance and provide a copy of Workers Compensation Insurance.
https://www.myfloridacfo.com/Division/WC/Employer/Exemptions/

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

a. Coverage as follows:

i. EACH OCCURRENCE.....$1,000,000.00

ii. GENERAL AGGREGATE $2,000,000.00

iii. PERSONAL/ADVERTISING INJURY.....$1,000,000.00

iv. PRODUCTS-COMPLETED OPERATIONS AGGREGATE.....$2,000,000.00 Per Project Aggregate (if applicable)

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

i. FIRE DAMAGE (Any one (1) fire.....$50,000.00

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

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

4. Waiver of Subrogation: Vendor/Contractor agrees by entering into this Contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Vendor/Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor/Contractor aggress 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. <u>EACH INSURANCE POLICY SHALL INCLUDE THE FOLLOWING CONDITIONS BY ENDORSEMENT TO THE POLICY</u>:

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

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

2. Companies issuing the insurance policy, or policies, shall have no recourse against the County for payment of premiums or assessments for any deductibles which all are the sole responsibility and risk of Vendor/Contractor.

3. The term "County" or "Hernando County" shall include all authorities, boards, bureaus, commissions, divisions, departments, and offices of the County and individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of Hernando County.

4. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

D. The Vendor/Contractor shall be required to provide a current Certificate of Insurance to the County prior to commencement of services.

E. Bidders may, at the County's request, be required to provide proof that their firm meets the preceding insurance requirements, by submission of a Certificate Of Insurance coverage(s), prior to award of the Contract.

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

5.36. INSURANCE REQUIREMENTS (continued)

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

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

5.37. MINIMUM WAGE RATES:

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

B. If the contract should be renewed, the contract shall be adjusted for benefit of the Vendor/Contractor in proportion with Federal law governing wage rates during the period of the contract for labor-related costs only.

C. The County reserves the right, in its sole discretion, to inspect the payroll records of the Vendor/Contractor to determine whether the Vendor/Contractor is complying with Federal wage and hour law.

5.38. SAFETY PRECAUTIONS:

A. The Vendor/Contractor shall be responsible for Maintenance of Traffic (MOT) and instructing their workmen in appropriate safety measures with respect to all services provided under this contract and shall not permit them to place equipment in traffic lanes or other locations in such a manner as to create a safety hazard.

B. All equipment shall be equipped with all necessary safety equipment to satisfy all applicable Florida Department of Transportation (FDOT) and Occupational Safety and Health Administration (OSHA) requirements.

5.39. RESPONSIVE/RESPONSIBLE:

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

5.40. CONE OF SILENCE

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

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

5.41. CLAIMS

A. Chief Procurement Officer's Decision Required: All claims, except those waived, shall be referred to the Chief Procurement Officer for decision.

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

C. Chief Procurement Officer's Action: Chief Procurement Officer will review each claim and, within thirty (30) days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one (1) of the following actions in writing:

1. Deny the claim in whole or in part,

2. Approve the claim, or

3. Notify the parties that the Chief Procurement Officer is unable to resolve the claim if, in the Chief Procurement Officer's sole discretion, it would be inappropriate for the Chief Procurement Officer to do so. For purposes of further resolution of the claim, such notice shall be deemed a denial.

D. In the event that Chief Procurement Officer does not take action on a claim within said thirty (30) days, the claim shall be deemed denied.

E. Chief Procurement Officer's written action or denial will be final and binding upon Owner and Vendor/Contractor, unless Owner or Vendor/Contractor invoke the dispute resolution procedure set forth in Section titled "DISPUTE RESOLUTION" within thirty (30) days of such action or denial.

5.42. DISPUTE RESOLUTION:

A. Owner and Vendor/Contractor may mutually request mediation of any claim submitted to the Owner for a decision before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the effective date of the agreement. The request for mediation shall be submitted in writing to the American Arbitration Association. Timely submission of the request shall stay the effect.

B. Owner and Vendor/Contractor shall participate in the mediation process in good faith. The process shall be concluded within sixty (60) days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the claim is not resolved by mediation, Chief Procurement Officer's action or denial pursuant to Section titled "CLAIMS" shall become final and binding thirty (30) days after termination of the mediation unless, within that time period, Owner or Vendor/Contractor:

1. Agrees with the other party to submit the claim to another dispute resolution process, or

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

6. SPECIAL CONDITIONS

6.1. INSPECTION OF FACILITIES/AREAS:

It is the Bidder's responsibility to become fully informed as to the nature and extent of the work required, Hernando Beach, and any other factors that may impact performance of the contract. The responsibility to inspect the worksite is the sole responsibility of the Bidder. Arrangement for Bidder's inspection of facilities and/or activity schedule may be secured by calling 352-754-4060. Failure to visually inspect the facilities may be cause for disqualification of your bid. After contract award, no additional compensation will be made as a result of the differences between actual labor and materials required to complete the project and the contract amount.

6.2. LICENSES AND PERMITS:

A. Prior to furnishing the requested product(s) or service(s), it shall be the responsibility of the awarded Vendor/Contractor to obtain, at no additional cost to the County, any and all licenses and permits required to complete this contractual service. These licenses and permits shall be readily available for review by the Chief Procurement Officer or their designee.

B. Said licenses shall be in the Bidder's name as it appears on the official Bid Form. Bidder shall supply appropriate license numbers, with expiration dates, as part of their bid. Failure to hold and provide proof of a proper active license, certification and registration may be grounds for rejection of the bid.

C. Upon notification, Bidder shall provide copies of all applicable active and current licenses.

D. The Vendor/Contractor must possess a Florida State commercial pesticide/herbicide applicators license from the Florida Department of Agriculture & Consumer Services (FDACS) and have the ability to identify invasive plant species on the Florida Exotic Pest Plant Council (FLEPPC) Category I and Category II plant lists. The Vendor/Contractor must be a professional mangrove trimmer through the Florida Department of Environmental Protection.

6.3. CODES AND REGULATIONS:

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

6.4. INFORMATION AND DESCRIPTIVE LITERATURE

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

6.5. DEBRIS

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

6.6. PROTECTION OF PROPERTY/SECURITY:

A. The Vendor/Contractor shall provide barricades if necessary and take all necessary precautions to protect buildings and personnel. All work shall be completed in every respect and accomplished in a professional manner and the Vendor/Contractor shall provide for removal of all debris from County property.

B. The Vendor/Contractor shall at all times, guard against damage or loss to property of Hernando County, or of other Vendor/Contractors, and shall be held responsible for replacing or repairing any such loss or damage. The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss of damage to property through negligence of the Vendor/Contractor or their agent.

C. The Vendor/Contractor will not hold Hernando County responsible and releases Hernando County from any liability costs and expenses in connection with, resulting from or arising out of damage, loss, or theft of any machinery, equipment, tools, supplies and/or materials owned by the Vendor/Contractor and stored on County property.

6.7. PRICING-FFP

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

6.8. PRICE ADJUSTMENT:

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

6.9. MARKET CONDITIONS:

The County reserves the right to purchase on the open market should lower market prices prevail, at which time the Vendor/Contractor shall have the option of meeting the lower price or relieving the County of any obligation previously understood.

6.10. CHANGES - SERVICE CONTRACTS:

A. The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

   1. Description of services to be performed.

   2. Time of performance (i.e., hours of the day, days of the week, etc.).

   3. Place of performance of the services.

B. If additional work or other changes are required in the areas described above, a price proposal will be required from the Vendor/Contractor. Upon negotiation of the proposal, execution and receipt of the change order, the Vendor/Contractor shall commence performance of the work as specified.

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

6.11. METHOD OF ORDERING:

The County will issue purchase orders against the contract on an as-needed-basis for the supplies or services listed on the Bid Form. Subsequent to the issuance of the Purchase Order(s), the Hernando County Department of Public Works shall issue a Notice to Proceed (NTP) Letter to the Vendor/Contractor to indicate the start of each round of work.

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

It is hereby made a part of this Invitation for Bid that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God that Hernando County shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the County. Vendor/Contractor agrees to rent/sell/lease all goods and services to the County or other governmental entities as opposed to a private citizen, on a first priority basis. The County expects to pay contractual prices for all products or services required during an emergency situation. **Vendor/Contractor shall furnish a twenty-four (24) hour phone number and email address in the event of such an emergency.**

6.13. REQUIREMENTS CONTRACT:

This is a requirements contract, and the County shall order from the Vendor/Contractor all of the supplies and/or services specified in the contract's price schedule that are required to be purchased by the County, except as otherwise provided herein. If the County urgently requires delivery of goods or services before the earliest date that delivery may be required under this contract, and if the

Vendor/Contractor will not accept an order providing for accelerated delivery, the County may acquire the goods or services from another source. Except as this contract may otherwise provide, if the County's requirements do not result in orders in the quantities described as "estimated" in the contract's price schedule, that fact shall not constitute the basis for an equitable adjustment.

6.14. ESTIMATED QUANTITIES:

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

6.15. ADDITIONAL ITEMS:

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

6.16. SAMPLES/DEMONSTRATIONS:

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

6.17. SITE DAMAGE:

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

6.18. EQUIPMENT LIST:

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

6.19. FINAL SITE 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.

6.20. MATERIAL SAFETY DATA SHEETS:

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

7. SCOPE AND SPECIFICATIONS

7.1. SCOPE OF WORK

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

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

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

QUALIFICATIONS

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

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

Professional mangrove trimmer through the Florida Department of Environmental Protection.

TECHNICAL SPECIFICATIONS

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

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

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

A. Stump method:

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

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

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

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

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

B. Mangrove Trimming:

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

C. Disposal

Plant material shall be disposed of at:

Northwest Solid Waste Management Facility

14450 Landfill Road,

Brooksville, Florida, 34614

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

SUBMITTALS

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

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

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

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

8. PRICING PROPOSAL

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

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

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

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

LOCAL VENDOR AFFIDAVIT OF ELIGIBILITY

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

1. This sworn statement is submitted to

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

by John Miklos - President
[Print individual's name and title]

for Bio-Tech Consulting, LLC.
[Print name of Company/Individual submitting sworn statement]

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

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

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

2. **LOCAL PREFERENCE ELIGIBILITY**

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

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

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

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

[Signature]
04/14/2026
[Date]

State of Florida
County of Hernando
The foregoing instrument was acknowledged before me this 14 day of April, 2026
by John Miklos
who is personally known to me ✓
or who has produced _____ as identification
and who did take an oath.

Notary Public: Dalia Cabani
My Commission Expires: 6/9/27

DALIA CABANI
MY COMMISSION # HH 360520
EXPIRES: June 9, 2027

CORPORATE AFFIDAVIT

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

STATE OF FLORIDA]

COUNTY OF HERNANDO]

John Miklos being duly sworn, deposes and says that he is secretary of

Bio-Tech Consulting, LLC., a corporation organized and existing under and by

virtues of the laws of the State of Florida, and having its principal office at:

3025 South East Street Orlando, Florida 32803 (Address)

Affiant further says that he is familiar with the records, minute books and bylaws of

Bio-Tech Consulting, LLC. (Name of Corporation) of the

corporation, is duly authorized to sign President (Title)

the Bid for Invasive Plant Species Removal and Related Services for said corporation by virtues of:

LLC (Limited Liability Company)

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

August 12, 2003

John Miklos
Affiant

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

Notary Public

This document should be completed and returned with your submittal.

DALIA CABANI
MY COMMISSION # HH 360520
EXPIRES: June 9, 2027



Biological Sciences.
Technical Expertise.
Better Development.

bio-techconsulting.com

407-894-5969

Bio-Tech Consulting

4.2 LICENSES

KEY CERTIFICATIONS AND LICENSES

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

A. Business Registration

Classification: Certificate of Status / Authorization to Conduct Business
Issuing Government: Florida Division of Corporations (Sunbiz)
Issue Date: JAN 7, 2026
Document Number: L23000480332

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

B. Commercial Pesticide / Herbicide Applicator License(s)

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

License Holder 1 William Cody
Classification: Commercial Pesticide Applicator License (Categories: 5a, 21,6)
Issuing Government: Florida Department of Agriculture & Consumer Services (FDACS)
Issue Date: 3/19/2024
License Number: CM28372

License Holder 2 Jim Downey
Classification: Commercial Pesticide Applicator License (Categories: 5a, 21,)
Issuing Government: FDACS
Issue Date: 2/5/2025
License Number: CM21873

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

C. Professional Mangrove Trimmer (PMT) Qualification

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

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

Qualified Professional
Name: Jeremy Cooper
Classification: ISA Certified Arborist (Qualifies as PMT per §403.9329 F.S.)
Issuing Organization: International Society of Arboriculture (ISA)
Certification Number: FL-9502A
Issue Date: April 6, 2019
Expiration Date: June 30, 2028

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

D. Invasive Species Identification Capability

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

E. Subcontractors

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

F. Documentation Provided

FDACS Commercial Applicator License(s)
ISA Certified Arborist Certification
Additional Licenses and Certifications
Sunbiz Certificate of Status

Florida Certified Pesticide and Commercial Applicator

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

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

Categories
21, 5A

Issued: January 4, 2023 **Expires: January 31, 2027**

Signature of Licensee

WILTON SIMPSON, COMMISSIONER

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

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

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

Categories
21, 5A

Issued: February 15, 2023 **Expires: February 28, 2027**

Signature of Licensee

WILTON SIMPSON, COMMISSIONER

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

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

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

Categories
21, 5A

Issued: January 17, 2023 **Expires: January 31, 2027**

Signature of Licensee

WILTON SIMPSON, COMMISSIONER

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

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

CODY, WILLIAM
2941 MEADOWBROOK BLVD
JACKSONVILLE, FL 32246

Categories
5A, 21, 6

Issued: 03/19/2024 **Expires:** 03/31/2028

Signature of Licensee

WILTON SIMPSON, COMMISSIONER

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

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

DOWNEY, JAMES KENNETH
1005 LEINHART CT
OVIEDO, FL 32765

Categories
5A, 21

Issued: February 5, 2025 **Expires: September 30, 2028**

Signature of Licensee

WILTON SIMPSON, COMMISSIONER

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

Certified Arborist

The International Society of Arboriculture

Hereby Announces That

Jeremy Cooper

Has Earned the Credential

ISA Certified Arborist ®

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

Caitlyn Pollihan
CEO & Executive Director

6 April 2019	30 June 2028	FL-9502A
Issue Date	Expiration Date	Certification Number

ANAB
ACCREDITED
PERSONNEL CERTIFICATION BODY
#0647
ISA Certified Arborist

The International Society of Arboriculture

Hereby Announces That

Evan Francis Quigley

Has Earned the Credential

ISA Certified Arborist ®

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

Caitlyn Pollihan
CEO & Executive Director

16 March 2024	30 June 2027	FL-10131A
Issue Date	Expiration Date	Certification Number

ANAB
ACCREDITED
PERSONNEL CERTIFICATION BODY
ISA Certified Arborist

ISI Tree Risk Assessment

The International Society of Arboriculture

Hereby Announces That

Evan Quigley

Has Earned the Credential

ISA Tree Risk Assessment Qualification®

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

Caitlyn Pollihan
CEO & Executive Director

9 December 2025	9 December 2032
Issue Date	Expiration Date

Authorized Gopher Tortoise Agent

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

Directions

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

Directions

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

Directions

HAZWOPER



cert. for file

FSCJ Florida State College at Jacksonville

Continuing Education, A Division of Workforce Education and Economic Development

Florida State College at Jacksonville recognizes

David Northrup

has completed, to satisfaction professional training in

Hazardous Waste Operations and Emergency Response Standard

10/18/2022
Date

Dr. John J. Wall
Provost and Vice President for Academic Affairs

Dr. Cedrick L. Gibson
Associate Vice President, Workforce Development and Entrepreneurship

Stormwater Inspector



QUALIFIED STORMWATER MANAGEMENT INSPECTOR

The undersigned hereby acknowledges that

Mark Ausley

has successfully met all requirements necessary to be fully qualified through the Florida Department of Environmental Protection Stormwater Erosion and Sedimentation Control Inspector Training Program

May 10, 2013

Hal Tunsford
Hal Tunsford

Inspector Number 28308

Lee Manchester, P.E.



QUALIFIED STORMWATER MANAGEMENT INSPECTOR

The undersigned hereby acknowledges that

Joseph Galletti

has successfully met all requirements necessary to be fully qualified through the Florida Department of Environmental Protection Stormwater Erosion and Sedimentation Control Inspector Training Program

10/16/2003

Inspector Number 5777

Jared Searcy
Statewide Training Coordinator

Kevin Coyne
WQRP Program Administrator

FDEP Green BMP

Department of
Environmental Protection
2600 Blair Stone Road, M.S. 3570
Tallahassee, Florida 32399-2400

UF UNIVERSITY of FLORIDA
IFAS Extension

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

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

James K. Downey
1005 Leinhart Ct
Oviedo, FL 32765

State of Florida
DEPARTMENT OF
ENVIRONMENTAL PROTECTION

James K. Downey

GV12135-1 (Certificate #) GV12135 (Trainee ID #)

GREEN INDUSTRIES BEST MANAGEMENT PRACTICES
TRAINING PROGRAM

UF UNIVERSITY of FLORIDA
IFAS Extension

GV12135-1
Certificate #
GV12135
Trainee ID #

Certificate of Training
Best Management Practices
Florida Green Industries

The undersigned hereby acknowledges that

James K. Downey

has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.

Donald P. Rainey	C. White	12/3/2010	Heather Ritchie
Issuer	Instructor	Date of Class	DEP Program Administrator

INSTEP



INSTEP
International Society of Technical and Environmental Professionals

The International Society of Technical & Environmental Professionals, Inc. (INSTEP)

Hereby Certifies That:

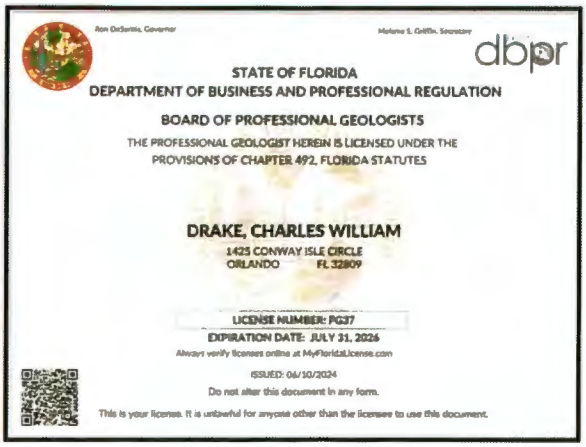
Joseph C. Galletti, (LEP # 123)

Is a Member in Good Standing

Membership # 509

December 31, 2026

Professional Geologist



Ron DeSantis, Governor — Melanie S. Griffin, Secretary

dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL GEOLOGISTS

THE PROFESSIONAL GEOLOGIST HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 492, FLORIDA STATUTES

DRAKE, CHARLES WILLIAM
1425 CONWAY ISLE CIRCLE
ORLANDO FL 32809

LICENSE NUMBER: PG37
EXPIRATION DATE: JULY 31, 2026
Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/10/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

NREP

National Registry of Environmental Professionals
Est. 1987

Certificate Holder Search

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

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If you would like a written Confirmation of Certification from the NREP [SM], please make the request in writing.

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

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

Certificate Number
5898 Apply Reset

First Name: Joseph
Last Name: Galletti
Certificate: REPA [SM] - Registered Environmental Property Assessor [SM]
Certificate #: 5898
Awarded: 05/01/97
Expiration: 12/31/26
Status: Active

SUNBIZ

2026 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L23000480332

Entity Name: BIO-TECH CONSULTING, LLC

Current Principal Place of Business:

3025 E SOUTH ST
ORLANDO, FL 32803

Current Mailing Address:

3025 E SOUTH ST
ORLANDO, FL 32803 US

FEI Number: 74-3101893

FILED
Jan 27, 2026
Secretary of State
6040701571CC

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

GALLETTI, JOSEPH
3025 E SOUTH ST
ORLANDO, FL 32803 US

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

SIGNATURE: JOSEPH GALLETTI 01/27/2026

Electronic Signature of Registered Agent — Date

Authorized Person(s) Detail :

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

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

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

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



Biological Sciences.
Technical Expertise.
Better Development.

bio-techconsulting.com

407-894-5969

Bio-Tech Consulting

Anti-Human Trafficking Affidavit

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

1. My name is John Miklos and I am over eighteen years of age. The following information is given from my own personal knowledge.

2. I am an officer or representative with Bio-Tech Consulting, LLC., a non-governmental entity (the "Nongovernmental Entity"). I am authorized to provide this affidavit on behalf of Nongovernmental Entity.

3. Neither Nongovernmental Entity, nor any of its subsidiaries or affiliates, uses *coercion* for *labor* or *services*, as such italicized terms are defined in Fla. Stat. § 787.06, as it may be amended from time to time.

4. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Governmental Entity and no contracts may be executed, renewed, or extended between the parties.

5. This declaration is made pursuant to Fla, Stat. § 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties.

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

FURTHER AFFIANT SAYETH NAUGHT.

Bio-Tech Consulting, LLC.
Name of Nongovernmental Entity

John Miklos
Printed Name of Affiant

President
Title of Affiant

Signature of Affiant

04/14/2026
Date

EQUIPMENT & FACILITIES LISTING

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

EQUIPMENT DESCRIPTION	COMPANY-OWNED?	
Fleet of light-duty pickup trucks (Ford F-150 and equivalent, multiple model years) for crew transport and field operations	YES X	NO
Heavy-duty pickup trucks (Ford F-250 / Dodge 2500) for towing and equipment transport	YES X	NO
All-terrain vehicles (ATVs) for off-road access (Honda, Suzuki, CF Moto)	YES X	NO
Utility task vehicles (UTVs) including Kubota Sidekick, Kawasaki Mule series, and John Deere Gator for site access and material transport	YES X	NO
Jon boats and spray boats (10'–12') for aquatic access and herbicide application	YES X	NO
Skiff-style vessels for shallow water operations	YES X	NO
Airboats (Diamondback, Swamp Fab) for marsh and inaccessible terrain	YES X	NO
Equipment trailers (single axle and dual axle) for transport of ATVs, UTVs, and equipment	YES X	NO
Boat trailers for aquatic vessels	YES X	NO
Heavy-duty gooseneck and utility trailers for large equipment transport	YES X	NO
Skid steers (including Caterpillar D3) for vegetation removal and site work	YES X	NO
Kubota tractor for land clearing and vegetation management	YES X	NO
Truck-mounted and trailer-mounted herbicide spray rigs	YES X	NO
Kings 100-gallon sprayer system	YES X	NO
Pump sprayers and handheld application systems	YES X	NO

Chainsaws, brush cutters, and axes for mechanical removal — YES X to all additional equipment listed

Diamond mower for heavy vegetation clearing

Hand tools including shovels, rakes, and cutting tools

Handheld GPS units for mapping and navigation

Drone systems (DJI Mavic Enterprise series) for site assessment and monitoring

Water quality meters

Underwater cameras

Acoustic monitoring equipment

Safety gear and PPE

Flagging tape, stakes, and markers

Buckets, traps, and transport equipment for field operations

FACILITIES LOCATION ADDRESSES & DESCRIPTION

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

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

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

Bio-Tech Consulting maintains equipment across multiple locations in Florida and deploys it based on project needs. Equipment and crews are allocated as needed to ensure timely mobilization and efficient service delivery within Hernando County.

Bio-Tech Consulting, LLC.	John Miklos - President
BIDDER'S COMPANY NAME	CONTACT PERSON (Name) (Title)
3025 East South Street	(407) 894-5969
MAILING ADDRESS	TELEPHONE NO. – FAX NO.
Orlando, FL. 32803	john@bio-techconsulting.com
CITY, STATE AND ZIP CODE	EMAIL ADDRESS

This document must be completed and returned with your submittal.

4.4 LIST OF PERSONNEL

KEY PERSONNEL

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

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

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

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

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

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

Staffing Approach

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

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

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

HERNANDO COUNTY EMPLOYMENT DISCLOSURE CERTIFICATION STATEMENT

April 14, 2026
(date)

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

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

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

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

Bidder:

john@bio-techconsulting.com
(Email address)

(Signature required)

John Miklos
(Print name)

President
(Print title)

3025 East South Street Orlando, FL. 32803
(Address)

(407) 894-5969
(Phone)

(407) 894-5970
(Fax)

74-3101893
(Federal Taxpayer ID Number)

Relatives and Former Hernando County Employees – Roles and Signatures

Part A: Employees that left Hernando County in the last two years.			
Employee Name/Signature	Job Performed for Hernando County	Current Role with Business Entity	Date Left Hernando County
Name:_____ Sign: _____ • Involved with this procurement on behalf of Hernando County? No ☐ Yes ☐ • Involved with proposal development for this procurement? No ☐ Yes ☐			
Name:_____ Sign: _____ • Involved with this procurement on behalf of Hernando County? No ☐ Yes ☐ • Involved with proposal development for this procurement? No ☐ Yes ☐			
Name:_____ Sign: _____ • Involved with this procurement on behalf of Hernando County? No ☐ Yes ☐ • Involved with proposal development for this procurement? No ☐ Yes ☐			

NOT APPLICABLE

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

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

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

This document should be completed and returned with your submittal.

5.3 EXECUTION PLAN

PROJECT UNDERSTANDING

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

Work will be performed in a manner that:

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

---

Approach to Invasive Species Removal

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

---

2. Mechanical Removal (Cutting Operations)

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

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

Care will be taken to:

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

---

3. Herbicide Application (Stump Treatment Method)
Immediately following cutting, all stumps will be treated using a cut-stump herbicide application method to prevent re-growth.

Primary Herbicide:

- Garlon® 3A (Triclopyr amine)

Application Method:

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

Application Rates (per specification):

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

Best Practices:

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

Mangrove Trimming (Regulated Work)

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

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

Mangrove trimming will:

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

---

Debris Handling & Disposal

All removed vegetation and debris will be:

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

Disposed of at:

- Northwest Solid Waste Management Facility (Brooksville, FL)

Additional controls:

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

Site Protection & Environmental Controls

Bio-Tech Consulting implements strict environmental protection measures:

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

In the event of any unintended impact:

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

Traffic Control & Safety (MOT)

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

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

All field personnel will be equipped with:

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

---

Quality Control & Inspection

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

---

Personnel & Equipment

Bio-Tech Consulting will provide:

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

Equipment includes:

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

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

Schedule & Responsiveness

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

Herbicide Manufacturer Data (Summary)

Garlon® 3A (Triclopyr Amine)

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

Safety & Compliance:

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

(SDS and label documentation available upon request)

Summary

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

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

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

Anti-Human Trafficking Affidavit

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

1. My name is John Miklos and I am over eighteen years of age. The following information is given from my own personal knowledge.

2. I am an officer or representative with Bio-Tech Consulting, LLC., a non-governmental entity (the "Nongovernmental Entity"). I am authorized to provide this affidavit on behalf of Nongovernmental Entity.

3. Neither Nongovernmental Entity, nor any of its subsidiaries or affiliates, uses *coercion* for *labor* or *services*, as such italicized terms are defined in Fla. Stat. § 787.06, as it may be amended from time to time.

4. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Governmental Entity and no contracts may be executed, renewed, or extended between the parties.

5. This declaration is made pursuant to Fla, Stat. § 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties.

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

FURTHER AFFIANT SAYETH NAUGHT.

Bio-Tech Consulting, LLC.
Name of Nongovernmental Entity

John Miklos
Printed Name of Affiant

President
Title of Affiant

Signature of Affiant

04/14/2026
Date

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

ADDENDA REPORT

T No. 26-T01215/GB

Invasive Plant Species Removal and Related Services

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

Friday, May 22, 2026

Addenda Issued:

Addendum #1
Mar 23, 2026 11:46 AM
Addendum #1

Attachments:
· Addendum 1 26-T01215 Invasive Plant Species

Addendum #2
Mar 24, 2026 4:43 PM
Addendum #2

Attachments:
· Addendum 2 - 26-T01215 Invasive Plant Species

Addenda Acknowledgements:

Addendum #1

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

Addendum #2

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

Board of County Commissioners

AGENDA ITEM

Meeting: 06/09/2026
Department: Procurement Department
Prepared By: Joseph Goulart
Initiator: Carla Rossiter-Smith
DOC ID: 17417
Legal Request Number: 2026 186-1
Bid/Contract Number: 26-TG01314

TITLE

Award of Term Contract to TMW Turfplane FL, LLC, for Ridge Manor Field Renovation Project for Parks and Recreation Department and Associated Budget Resolution (Solicitation No. 26-TG01314; Amount: $152,476.00)

RESULT:	**ADOPTED**
MOVER:	John Allocco
SECONDER:	Ryan Amsler
AYES:	Campbell, Amsler, Champion and Allocco
ABSENT:	Hawkins

SOLICITATION - OFFER - AWARD

SOLICITATION NO:	SOLICITATION TITLE:	DATE ISSUED:	CONTRACT NO:
26-T01314	**Ridge Manor Field Renovation**	**May 4, 2026**	**26-T01314**

ISSUED BY:	SUBMIT BID OFFER TO:
BOARD OF COUNTY COMMISSIONERS **HERNANDO COUNTY, FLORIDA** **Jerry Campbell, Chair** **Ryan Amsler, Vice Chair** **Steve Champion, Second Vice Chair** **John Allocco** **Brian Hawkins**	**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	xxxxxxxxx	$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	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN BID OFFER:	
Company Name: TMW Turfplane FL LLC Address: 106 West Fourth Street Tifton GA 31793 City / State / Zip Code Phone Number: 2293927917. Fax Number: Email Address: tmw.llc@outlook.com	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: SIGNATURE:	AWARD DATE:

RIDGE MANOR FIELD RENOVATION

26-TG01314

County of Hernando

15470 Flight Path Drive

Brooksville, FL 34604

County of Hernando

Ridge Manor Field Renovation

I. SOLICITATION .....

II. INTRODUCTION.....

III. AWARD .....

IV. DEFINITIONS AND SOLICITATION INSTRUCTIONS.....

V. GENERAL CONDITIONS.....

VI. SPECIAL CONDITIONS.....

VII. SCOPE AND SPECIFICATIONS.....

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

IX. PRICING PROPOSAL.....

X. VENDOR QUESTIONNAIRE .....

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/Contactor 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 Poral. 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. n 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/Contactor's responsibility to notify its surety of any changes affecting the general scope of the work/services or change of the contract price, and amount of the applicable bond(s) shall be adjusted accordingly.

5.19. 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 Purocurement 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 aggress 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-responsible.** The County reserves the sole right to determine which responses meet the requirements of this solicitation, and which Bidders are responsive and responsible. The County reserves the sole right, before awarding the bid, to require a Bidder to submit evidence of their qualifications that the County deems necessary. The County may consider any evidence available to it of the financial, technical, and other qualifications and abilities of a Bidder to perform the work in a satisfactory manner and within the time specified. The Bidder is assumed to be familiar with all Federal, State, or local laws, ordinances, rules, and regulations that in any manner affect the work, and to abide thereby if awarded the bid/contract. Ignorance of legal requirements on the part of the Bidder/Vendor/Contactor 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 SOLICATION

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), 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 Turfolane 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.

EQUIPMENT DESCRIPTION	**COMPANY-OWNED?**
Turfplaner	YES x NO
Laser Grader	YES x NO
Kubota Tractor	YES x NO
John deer cart	YES x NO
Sierra 3500	YES x NO
Sod roller	YES x NO
Rake	YES x NO
	YES NO
	YES NO
	YES NO
	YES NO
	YES NO
	YES NO
	YES NO
	YES NO

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:

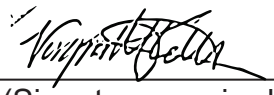
Is any officer, partner, director, proprietor, associate or member of the business entity a former employee of Hernando County within the last two (2) years? No [x] Yes [ ]

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 [x] 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)	106 W Fourth Street Tifton, Georgia 31794 (Address)
 (Signature required)	(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.

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

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
- [x] b. grant
- [ ] c. cooperative agreement
- [ ] d. loan
- [ ] e. loan guarantee
- [ ] f. loan insurance

2. * Status of Federal Action:
- [ ] a. bid/offer/application
- [x] b. initial award
- [ ] c. post-award

3. * Report Type:
- [x] a. initial filing
- [ ] b. material change

4. Name and Address of Reporting Entity:

[x] Prime [ ] SubAwardee

** Name:* TMW Turfplane 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)

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

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

caea6430-18d0-4029-b7aa-900d371d8cf2_Solicitation-Offer-Award_-_26-T01314.pdf

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 appoval by the Board of County Commisioners.

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.

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 althletic 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 is leveling the field.

9.Q. During the pre-bid, it was stated that 1/2 of an inch of command is to be applied to the field. Is the command 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 enire 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

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

EVALUATION TABULATION

ITB No. 26-TG01314

Ridge Manor Field Renovation

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

Report Generated: Monday, May 18, 2026

SELECTED VENDOR TOTALS

Vendor	Total
TMW Turfplane FL LLC	$152,476.00
United Freight Services LLC	$153,500.00
Lake Jem Farms, LLC.	$157,800.00
JSM Services, Inc	$158,000.00
Legacy Sports Surfacing LLC	$316,300.00

BID TABLE

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

BID TABLE					JSM Services, Inc		Lake Jem Farms, LLC.		Legacy Sports Surfacing LLC		TMW Turfplane FL LLC		United Freight Services LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Herbicide Application	1	LS	$1,000.00	$1,000.00	$10,440.00	$10,440.00	$68,600.00	$68,600.00	$3,500.00	$3,500.00	$4,500.00	$4,500.00

BID TABLE					JSM Services, Inc		Lake Jem Farms, LLC.		Legacy Sports Surfacing LLC		TMW Turfplane FL LLC		United Freight Services LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	2	Irrigation System Preparation	1	LS	$500.00	$500.00	$10,000.00	$10,000.00	$12,000.00	$12,000.00	$2,500.00	$2,500.00	$9,500.00	$9,500.00
X	3	Soil Preparation	1	LS	$15,000.00	$15,000.00	$36,540.00	$36,540.00	$43,000.00	$43,000.00	$4,500.00	$4,500.00	$14,500.00	$14,500.00
X	4	Grading	1	LS	$11,500.00	$11,500.00	$8,700.00	$8,700.00	$21,700.00	$21,700.00	$12,500.00	$12,500.00	$22,000.00	$22,000.00
X	5	Top Dressing	1	LS	$7,000.00	$7,000.00	$13,500.00	$13,500.00	$22,000.00	$22,000.00	$27,300.00	$27,300.00	$16,500.00	$16,500.00
X	6	Laser Grading	1	LS	$11,500.00	$11,500.00	$10,440.00	$10,440.00	$29,000.00	$29,000.00	$1,800.00	$1,800.00	$18,500.00	$18,500.00
X	7	Irrigation Systems Reinstallation	1	LS	$500.00	$500.00	$10,000.00	$10,000.00	$2,500.00	$2,500.00	$1,800.00	$1,800.00	$19,500.00	$19,500.00
X	8	Sod Installation	1	LS	$110,000.00	$110,000.00	$53,070.00	$53,070.00	$110,000.00	$110,000.00	$96,576.00	$96,576.00	$42,000.00	$42,000.00
X	9	Clean-Up	1	LS	$1,000.00	$1,000.00	$5,110.00	$5,110.00	$7,500.00	$7,500.00	$2,000.00	$2,000.00	$6,500.00	$6,500.00
Total						$158,000.00		$157,800.00		$316,300.00		$152,476.00		$153,500.00

Felicia Holmes

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

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

NOTICE OF INTENT TO AWARD

ITB No. 26-TG01314

Ridge Manor Field Renovation

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

Thursday, May 21, 2026

TO: All Interested Parties

After a thorough review of the bid(s)/proposal(s) received, Hernando County Government staff intends to recommend to the Board of County Commissioners of Hernando County, Florida, a contract award for the above solicitation be approved with:

TMW Turfplane FL LLC

106 Fourth Street West

Tifton, GA 31794

The tentative date for this recommendation is June 9, 2026. The final contract award is subject to funding availability, insurance coverage, and approval by the Board of County Commissioners of Hernando County, Florida.

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, the Hernando County Procurement Manual, Section 22, shall constitute a waiver of protest proceedings."

Thank you for your interest in conducting business with Hernando County Government.

Sincerely,

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

DEPARTMENT OF PURCHASING AND CONTRACTS
15470 FLIGHT PATH DRIVE ◆ BROOKSVILLE, FLORIDA 34604
P 352.754.4020 ◆ F 352.754.4199 ◆ W www.HernandoCounty.us

DATE: May 21, 2026

TO: Joseph E Goulart, Contracting Agent II

FROM: Keith A. Larson, Project Manager

SUBJECT: Recommendation for Award Bid No. 26-TG01314
Project Name: Ridge Manor Field Renovation

The attached bid received from TMW Turfplane FL LLC for the above referenced project/solicitation is submitted for your review, evaluation, and award recommendation. In accordance with the Hernando County Ordinance No. 93.16, Section 2-105 (6) and Purchasing and Contracts Department Policies and Procedures Manual, Procedure No. 130F, Paragraph 3. (D), Policy140I, Paragraph 2(H), please complete items 2 through 6 and return this award recommendation form with your technical evaluation attached, approved by your department director/manager.

1. Total Contract Bid Price is: $ 152,476.00
2. Reference checks are satisfactory: X☐ YES ☐ NO
   If no, provide an explanation using the space provided below and/or attached to this form.
3. Recommend award as responsive and responsible bidder X☐ YES ☐ NO
   If no, provide a detailed explanation using the space provided below and/or attached to this form.
4. Request Next Bidder? ☐ YES X☐ NO
5. Provide a statement that addresses the reason(s) for your recommendation or rejection. Include your basis for determining that pricing is fair and reasonable and that the Bidder has the ability and resources to perform in accordance with the bid terms, conditions and scope.

The bid came in under our estimate and 3 references were contacted and all recommend using this company. Hernando County Parks and Recreation recommend TMW Turfplane FI, LLC for this project.

6. Provide the funding information: Fund ____#### Dept ____#### Account _____####

Recommendation Approved By: Robert Talmage Date: 5-21-2026
Department Director/Manager

Enclosure

REFERENCE

Reference For (Firm/Company): TMW Turfplane Florida

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

Company Name: Bear General Contractors

First Name, Last Name: Destiney Scharfenstine

PHONE #: (850)435-4411 Email: _____

1. Describe the work contracted to firm/company.
   Subbed to laser grade and prepare field for sod and installed sod afterwards

2. Was the work completed on time?
   yes

3. Were you satisfied with the final results?
   yes

4. Did you implement their recommendations?
   n/a

5. Did you encounter any problems?
   no

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

   Professionalism 5
   Qualifications 5
   Final Product 5
   Cooperation 5
   Reliability 5

7. Would you contract with this company again?

   Yes X No _____ Maybe _____

Hernando County Use Only
Reference checked by: Joseph E. Goulart Date: 5/21/2026

REFERENCE

Reference For (Firm/Company): Turfplane TMW Florida

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

Company Name: BOCC Columbia County

First Name, Last Name: debra admire

PHONE #: (386)755-4100 Email: _____

1. Describe the work contracted to firm/company.

   strip and relevel athletic fields. They have been using them for years and they always deliver on time and in scope.

2. Was the work completed on time?

   yes

3. Were you satisfied with the final results?

   yes

4. Did you implement their recommendations?

   yes

5. Did you encounter any problems?

   no

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

   Professionalism 5

   Qualifications 5

   Final Product 5

   Cooperation 5

   Reliability 5

7. Would you contract with this company again?

   Yes X No _____ Maybe _____

Hernando County Use Only
Reference checked by: Joseph E. Goulart Date: 5/21/2026

REFERENCE

Reference For (Firm/Company): Turfplane TMW Florida

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

Company Name: Kenswick Christian Highschool

First Name, Last Name: Jesse Beckett

PHONE #: (727)543-7968 Email: _____

1. Describe the work contracted to firm/company.
   laser graded field, level as needed and sod afterwards

2. Was the work completed on time?
   yes

3. Were you satisfied with the final results?
   yes

4. Did you implement their recommendations?
   n/a

5. Did you encounter any problems?
   no

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

   Professionalism 5
   Qualifications 5
   Final Product 5
   Cooperation 5
   Reliability 5

7. Would you contract with this company again?

   Yes X No _____ Maybe _____

Hernando County Use Only
Reference checked by: Joseph E. Goulart Date: 5/21/2026

TECHNICAL EVALUATION FOR BID AWARD

ITB# 26-TG01314 ITB Name Ridge Manor Field Renovation

This document has been developed to facilitate your evaluation. Your evaluation should be limited to the attached. **Purchasing will ensure that all documents required by the solicitation are contained for evaluation. This documentation will be included with the bid submitted for evaluation. Bids that are determined non-responsive by the Purchasing Division will not be submitted to you for evaluation.** Please note that you should focus your attention on the areas contained within this document. Your evaluation will be a major consideration as to the responsiveness and/or responsibility of a bidder.

A. Is the amount of the bid reasonable and realistic for the services to be performed or the item or equipment to be purchased?

Yes.

If the bid is considered reasonable/realistic, provide justification for your conclusion.

We asked for an estimate so we would know the price of the project. The Board was presented the dollar amount and voted to do it.

If you consider the bid to be unreasonable and/or unrealistic, please explain in detail.

N/A

B. Was an independent County estimate developed prior to soliciting for the procurement?

An estimate was asked for and received so we would have an idea of the cost of the project if we proceeded.

If affirmative, submit this estimate with your evaluation in the same format as the bid schedule and describe the extent the estimate was used in the analysis of the bid.

The estimate figure was given to the Board and they voted the same day and meeting to proceed.

C. Do the resources (manpower, equipment, supplies, etc.) proposed by the bidder meet the minimum requirements, if any, established by the solicitation?

Yes.

If minimums were not identified in the solicitation, you may request information on proposed resources from the bidder **through Purchasing.**

When specific types and quantities of equipment are required to meet minimum standards, the bidder may address this requirement by providing purchasing with a pro-forma invoice with confirmation from a bank or lending institution to the effect that they are prepared to finance the lease or purchase of equipment necessary to perform the services if the bidder is awarded the contract.

D. Does the bidder have a satisfactory record of performance?

Yes. 3 references were checked on and they have a favorable review.

At a minimum, the bidder's record on previous county contracts must be considered and an attempt must be made to contact all references. The reference form attached is to be used for your documentation of your reference check. If references cannot be contacted, the Department shall contact Purchasing for additional references. Purchasing shall request from the bidder in writing of this fact and inform that the reference must contact the project person within two business days or it will negatively impact the evaluation the bid.

E. Provide your overall recommendation on the Recommendation for Award Form.

Note: At no time will the user/project person/bid evaluator discuss responsiveness, responsibility or withdrawal from the bidding process with any bidder. Moreover, it is strictly prohibited for any County representative involved in the bidding process to attempt to negotiate bids, influence or otherwise impact the business decisions of a bidder.

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG / OBJECT / PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
	ACCOUNT	LINE DESCRIPTION	EFF DATE				
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC	JNL-DESC	ENTITY	AMEND				
2026 08	81886	05/28/2026	17417	TYLER AMEN	BUA	RM F Reno	1	2				
1	B1113060 331100	PARKS & RECREATION	FED GRANT-GENERAL GOVERNMENT	.00	-152,476.00	-152,476.00	
	B13X-110-30210-16-00000-331100-	Grant Funding APRA	05/28/2026				
2	B1113050 533401	PARKS & RECREATION	CONTRACTED SERVICES	.00	152,476.00	152,476.00	
	B13X-110-30210-16-57200-533401-	Grant Funding APRA	05/28/2026				
			** JOURNAL TOTAL		0.00		

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: 5094dmerritt

YEAR PER JNL SRC ACCOUNT EFF DATE JNL DESC REF 1 REF 2 REF 3	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
2026 8 81886					
BUA B13X-110-30210-16-00000-331100-	FED GRANT-GENERAL GOVERNMENT		5		152,476.00
05/28/2026 RM F Reno 17417 TYLER AMEN	Grant Funding APRA	T			
BUA B13X-110-30210-16-57200-533401-	CONTRACTED SERVICES		5	152,476.00	
05/28/2026 RM F Reno 17417 TYLER AMEN	Grant Funding APRA	T			
				.00	.00
BUA B13X-000-00000-00-00000-24100C-	CTRL APPROPRIATION				152,476.00
05/28/2026 RM F Reno 17417 TYLER AMEN					
BUA B13X-000-00000-00-00000-27100C-	CTRL ESTIMATED REVENUES			152,476.00	
05/28/2026 RM F Reno 17417 TYLER AMEN					
	SYSTEM GENERATED ENTRIES TOTAL			152,476.00	152,476.00
	JOURNAL 2026/08/81886 TOTAL			152,476.00	152,476.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

FUND BALANCE SEG / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION	DEBIT	CREDIT
B13X AMERICAN RESCUE PLAN ACT	2026	8	81886	05/28/2026		
B13X-000-00000-00-00000-24100C-				CTRL APPROPRIATION		152,476.00
B13X-000-00000-00-00000-27100C-				CTRL ESTIMATED REVENUES	152,476.00	
				FUND TOTAL	152,476.00	152,476.00

** END OF REPORT - Generated by Debbie Merritt **

RESOLUTION NO.: 2026-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY AMENDING THE BUDGET TO REFLECT INCREASED FUNDS OR REVENUES NOT ANTICIPATED IN THE 2026 BUDGET, PURSUANT TO §129.06 OF THE FLORIDA STATUTES, APPROPRIATING AND EXPENDING INCREASED FUNDS AS PROVIDED BY THE AMENDED BUDGET; AND ADDING INCREASED AND UNANTICIPATED REVENUES TO THE PROPER FUND OF THE BUDGET.

WHEREAS, Hernando County is in receipt of funds not anticipated when the budget for the 2026 Fiscal Year was adopted; and,

WHEREAS, pursuant to §129.06 of the Florida Statutes, the budget for Fiscal Year 2026 must be amended to account for these unanticipated increased revenues; and,

WHEREAS, the total 2026 Fiscal Year Adopted Budget will be adjusted in the amount set forth below and the total estimated receipts, including balances brought forward, shall equal the total of the appropriations and reserves.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA, AS FOLLOWS:

REVENUES

Account Number	Account Name	Present Budget		Increase/ Decrease	Amended Budget
B13X-110-30210-16-00000-331100	Fed Grant-General Government		0.00	152,476.00	$152,476.00
					0.00
					0.00
					0.00
			$0.00	$152,476.00	$152,476.00

EXPENSES

Account Number	Account Name	Present Budget		Increase/ Decrease	Amended Budget
B13X-110-30210-16-57200-533401	Contracted Services		0.00	152,476.00	$152,476.00
					0.00
					0.00
					0.00
					0.00
					0.00
					0.00
					0.00
					0.00
			$0.00	$152,476.00	$152,476.00

ADOPTED this __ day of _____, 2026.

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

Attest: _____
DOUGLAS A. CHORVAT, JR.
Clerk of Circuit Court & Comptroller

By: _____
JERRY CAMPBELL
Chairman

**** Reference: Legistar # / Mtg Date.** 17417 / 6/9/2026

Office of Management and Budget use only:

Fund Number: B13X **Department No.** 110 **Approved by: ED** **Date: 6/2/26** **Journal: 81886**

RESOLUTION NO.: 2026-113

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY AMENDING THE BUDGET TO REFLECT INCREASED FUNDS OR REVENUES NOT ANTICIPATED IN THE 2026 BUDGET, PURSUANT TO §129.06 OF THE FLORIDA STATUTES, APPROPRIATING AND EXPENDING INCREASED FUNDS AS PROVIDED BY THE AMENDED BUDGET; AND ADDING INCREASED AND UNANTICIPATED REVENUES TO THE PROPER FUND OF THE BUDGET.

WHEREAS, Hernando County is in receipt of funds not anticipated when the budget for the 2026 Fiscal Year was adopted; and,

WHEREAS, pursuant to §129.06 of the Florida Statutes, the budget for Fiscal Year 2026 must be amended to account for these unanticipated increased revenues; and,

WHEREAS, the total 2026 Fiscal Year Adopted Budget will be adjusted in the amount set forth below and the total estimated receipts, including balances brought forward, shall equal the total of the appropriations and reserves.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA, AS FOLLOWS:

REVENUES

Account Number	Account Name	Present Budget	Increase/ Decrease	Amended Budget
B13X-110-30210-16-00000-331100	Fed Grant-General Government	0.00	152,476.00	$152,476.00
				0.00
				0.00
				0.00
		$0.00	$152,476.00	$152,476.00

EXPENSES

Account Number	Account Name	Present Budget	Increase/ Decrease	Amended Budget
B13X-110-30210-16-57200-533401	Contracted Services	0.00	152,476.00	$152,476.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
		$0.00	$152,476.00	$152,476.00

ADOPTED this 9 day of June 2026.

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

Attest: Patricia Jeffrey, Deputy Clerk
DOUGLAS A. CHORVAT, JR.
Clerk of Circuit Court & Comptroller

SEAL
BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

By: _____
JERRY CAMPBELL
Chairman

** Reference: Legistar # / Mtg Date. 17417 / 6/9/2026

Office of Management and Budget use only:

Fund Number: B13X Department No. 110 Approved by: ED Date: 6/2/26 Journal: 81886

SOLICITATION - OFFER - AWARD

SOLICITATION NO:	SOLICITATION TITLE:	DATE ISSUED:	CONTRACT NO:
26-T01314	**Ridge Manor Field Renovation**	**May 4, 2026**	**26-T01314**

ISSUED BY:	SUBMIT BID OFFER TO:
BOARD OF COUNTY COMMISSIONERS **HERNANDO COUNTY, FLORIDA** **Jerry Campbell, Chair** **Ryan Amsler, Vice Chair** **Steve Champion, Second Vice Chair** **John Allocco** **Brian Hawkins**	**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	XXXXXXXXX	$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.

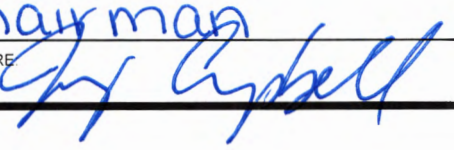
DISCOUNT FOR PROMPT PAYMENT: ____% 10 CALENDAR DAYS ____% 20 CALENDAR DAYS ____% ____ CALENDAR DAYS

BIDDER'S INFORMATION	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN BID OFFER:	
Company Name: TMW Turfplane FL LLC Address: 106 West Fourth Street Tifton GA 31793 City: 2293927917. State: tmw.llc@outlook.com Zip Code: Phone Number Fax Number Email Address	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:	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ACCEPTANCE AND AWARD FOR THE COUNTY:	
Hernando County **Parks and Recreation** **16161 Flight Path Dr.** **Brooksville, FL 34604**	Jerry Campbell Chairman SIGNATURE: 	AWARD DATE: 6/9/2026

County of Hernando

Ridge Manor Field Renovation

I. SOLICITATION .....

II. INTRODUCTION.....

III. AWARD .....

IV. DEFINITIONS AND SOLICITATION INSTRUCTIONS.....

V. GENERAL CONDITIONS.....

VI. SPECIAL CONDITIONS.....

VII. SCOPE AND SPECIFICATIONS.....

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

IX. PRICING PROPOSAL.....

X. VENDOR QUESTIONNAIRE .....

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/Contactor 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 ePocurement Portal. For additional information please contact the Hernando County Board of County Commissioners, Procurement Department via the County's ePocurement 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 Poral. 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. n 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/Contactor's responsibility to notify its surety of any changes affecting the general scope of the work/services or change of the contract price, and amount of the applicable bond(s) shall be adjusted accordingly.

5.19. 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 Purocurement 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 aggress 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-responsible.** The County reserves the sole right to determine which responses meet the requirements of this solicitation, and which Bidders are responsive and responsible. The County reserves the sole right, before awarding the bid, to require a Bidder to submit evidence of their qualifications that the County deems necessary. The County may consider any evidence available to it of the financial, technical, and other qualifications and abilities of a Bidder to perform the work in a satisfactory manner and within the time specified. The Bidder is assumed to be familiar with all Federal, State, or local laws, ordinances, rules, and regulations that in any manner affect the work, and to abide thereby if awarded the bid/contract. Ignorance of legal requirements on the part of the Bidder/Vendor/Contactor 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 SOLICATION

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), 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 Turfolane 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.

EQUIPMENT DESCRIPTION	COMPANY-OWNED?
Turfplaner	YES x NO
Laser Grader	YES x NO
Kubota Tractor	YES x NO
John deer cart	YES x NO
Sierra 3500	YES x NO
Sod roller	YES x NO
Rake	YES x NO
	YES NO
	YES NO
	YES NO
	YES NO
	YES NO
	YES NO
	YES NO
	YES NO

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:

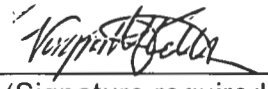
Is any officer, partner, director, proprietor, associate or member of the business entity a former employee of Hernando County within the last two (2) years? No [x] Yes [ ]

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 [x] 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)	106 W Fourth Street Tifton, Georgia 31794 (Address)
 (Signature required)	(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.

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

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
- [x] b. grant
- [ ] c. cooperative agreement
- [ ] d. loan
- [ ] e. loan guarantee
- [ ] f. loan insurance

2. * Status of Federal Action:
- [ ] a. bid/offer/application
- [x] b. initial award
- [ ] c. post-award

3. * Report Type:
- [x] a. initial filing
- [ ] b. material change

4. Name and Address of Reporting Entity:

[x] Prime [ ] SubAwardee

* Name: TMW Turfplane 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)

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

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

caea6430-18d0-4029-b7aa-900d371d8cf2_Solicitation-Offer-Award_-_26-T01314.pdf

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_-_...

caea6430-18d0-4029-b7aa-900d371d8cf2_Solicitation-Offer-Award_-_26-T01314.pdf

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 appoval by the Board of County Commisioners.

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.

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 althletic 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 is leveling the field.

9.Q. During the pre-bid, it was stated that 1/2 of an inch of command is to be applied to the field. Is the command 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 enire 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

Board of County Commissioners

AGENDA ITEM

Meeting: 06/09/2026
Department: Procurement Department
Prepared By: Gretchen Bechtel
Initiator: Gretchen Bechtel
DOC ID: 17545
Legal Request Number: 26-84
26-084
Bid/Contract Number: 26-TSS00275

TITLE

Award of Term Sole Source Contract to Southern Rescue Tools, LLC, for Annual Factory Maintenance of TNT Tools and Equipment for Hernando County Fire Rescue (Contract No. 26-TSS00275 Amount: $54,900.00)

RESULT:	**ADOPTED**
MOVER:	John Allocco
SECONDER:	Ryan Amsler
AYES:	Campbell, Amsler, Champion and Allocco
ABSENT:	Hawkins

TNT RESCUE SYSTEMS INC.
N77W30924 HARTMAN CT
HARTLAND, WISCONSIN, 53029

May 1, 2025

To Whom It May Concern:

Thank you for your interest in TNT Rescue Systems, Inc. TNT sells its products through a dealer network, where each representative is contracted for a specific sales region.

In the state of Florida, Southern Rescue Tools is the authorized sales and service representative, thereby making Southern Rescue your sole source for TNT product sales, service, and warranty repairs.

Again, thank you for your interest in our products. We look forward to building a mutually beneficial relationship.

Sincerely,

Tom Blanton

Tom Blanton
President

PROCUREMENT DEPARTMENT

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

NOTICE OF INTENDED SINGLE/SOLE SOURCE PURCHASE

Posted: February 6, 2026

Agency: Board of County Commissioners of Hernando County, Florida

Title: Annual Factory Service on Fire Rescue TNT Tools

Project ID: 25-TSS00275/GB

Vendor: Southern Rescue Tools, LLC
1021 Parkview Lane
Largo, FL 33770

Short Description of the Commodity or Service Desired:

Southern Rescue Tools, LLC provides annual factory services for the TNT Rescue Tools utilized by Hernando County Fire Rescue. These services are performed by factory certified technicians and play a vital role in maintaining and preserving the reliability of life-saving equipment, including pumps, spreaders, cutters, rams, combis, and hoses. Completion of the annual factory service is also required to maintain the validity of the TNT Lifetime Warranty.

Total Estimated Amount: $ 54,900

Procurement Department Contact:

Name: Gretchen Bechtel, Contracting Agent II
Telephone: (352) 754-4020 ext. 24156
Email: gbechtel@co.hernando.fl.us

Please be advised that any Vendor who wishes to protest the NOTICE OF INTENDED SINGLE/SOLE SOURCE PURCHASE, must file with the County a notice of protest and formal written protest in compliance with the Hernando County Procurement Manual, Section 22, which can be found at http://www.hernandocounty.us/home/showpublisheddocument/9013. Failure to timely file such documents will constitute a waiver of proceedings. Failure to file a protest within the time prescribed by, or failure to post the bond or other security in strict accordance with, the Hernando County Procurement Manual, Section 22, shall constitute a waiver of protest proceedings.

Last Day for Receipt of Information: February 20, 2025

Posted per Hernando County Government Procurement Department Policies & Procedures

By: _____

Carla Rossiter-Smith, MSM PMP, Chief Procurement Officer

DEPARTMENT OF PUBLIC SAFETY
HERNANDO COUNTY FIRE RESCUE

15470 FLIGHT PATH DRIVE ♦ BROOKSVILLE FLORIDA 34604
P 352.540.4353 ♦ F 352.540.4355 ♦ W www.HernandoCounty.us

May 19, 2026

To: Purchasing

From: Kelly Trout, Chief Financial Officer, HCFR

RE: Contract # 26-TSS00275 - Justification Memo for the Annual Maintenance of TNT Tools

Hernando County Fire Rescue has purchased extrication equipment over the years with Southern Rescue Tools. They have been maintaining and certifying the extrication equipment on a yearly basis which is vital to ensure peak operational readiness, reduce agency liability, and protect responder safety. Therefore, since the original equipment has been purchased with Southern Rescue Tools, it is imperative they continue to maintain and certify the equipment.

Nancy Jones, Accounting Clerk III
Hernando County Fire Rescue
15470 Flight Path Drive
Brooksville, FL 34604
njones@co.hernando.fl.us

SOLICITATION - OFFER - AWARD

SOLICITATION NO: 26-TSS000275 ISSUED BY:	SOLICITATION TITLE: Sole Source - Annual Factory Maintenance of Fire Rescue TNT Tools	DATE ISSUED: 04/27/2026	CONTRACT NO: 26-TSS000275

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA
Brian Hawkins, Chair
Jerry Campbell, Vice Chair
John Allocco, Second Vice Chair
Steve Champion
Ryan Amsler

SUBMIT BID OFFER TO:
HERNANDO COUNTY
PROCUREMENT DEPARTMENT
15470 FLIGHT PATH DRIVE
BROOKSVILLE, FL 34604
Carla Rossiter-Smith
Chief Procurement Officer

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 05/18/2026, 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 IN THE PURCHASING AND CONTRACTS CONFERENCE ROOM AT 10:00 A.M. ON xx/xx/xx 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 Annual Factory Maintenance of Fire Rescue TNT Tools, as described in the specifications.	x	XXX	XXXX	$ 54,900

SOLICITATION

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

Southern Rescue Tools
Company Name
1021 Parkview Lane
Address
Largo, FL 33770
City State Zip Code
727-517-5505 N/A
Phone Number Fax Number
Email Address: Southernrescuetools@gmail.com

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN BID OFFER:

BIDDER'S SIGNATURE

OFFER DATE: 5-18-26

Print Name: Tonya Shepherd
Title:

AWARD

(TO BE COMPLETED BY COUNTY)

REVIEWED FOR LEGAL SUFFICIENCY	LR NO.: 2026 84 1	BY: M. Tartaglia
ACCEPTED AS TO ITEM(S) NO:	AMOUNT: $54,900	ACCOUNTING CODE:
SUBMIT INVOICES TO: **Hernando County** 15470 Flight Path Dr. Brooksville, FL 34604	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ACCEPTANCE AND AWARD FOR THE COUNTY:	
	SIGNATURE:	AWARD DATE:

ANNUAL FACTORY MAINTENANCE OF FIRE RESCUE TNT TOOLS

26-TSS00275

County of Hernando

15470 Flight Path Drive

Brooksville, FL 34604

County of Hernando

Annual Factory Maintenance of Fire Rescue TNT Tools

I. AWARD .....
II. SCOPE AND SPECIFICATIONS.....
III. DEFINITIONS .....
IV. CONTRACT PERIOD .....
V. GENERAL CONDITIONS.....
VI. INSURANCE REQUIREMENTS.....
VII. SPECIAL CONDITIONS.....
VIII. VENDOR QUESTIONNAIRE (Term, OneTime, TSS) .....

Attachments:

A - 26-TSS00275 - Southern Rescue-Sole Source FL_SRT 05_2025

B - 26-TSS00275 - Southern Rescue Estimate 4167

1. AWARD

UPON AWARD, PLEASE SUBMIT INVOICES TO:

Hernando County

Fire Emergency Services

15740 Flight Path Drive

Brooksville, FL 34601

2. SCOPE AND SPECIFICATIONS

2.1. Scope of Work: Specifications

Annual Inspection and Service of TNT Pumps (includes necessary parts replacement)

Annual Inspection and Service of TNT Cutters (includes necessary parts replacement)

Annual Inspection and Service of TNT Spreaders (includes necessary parts replacement)

Annual Inspection and Service of TNT RAMS (includes necessary parts replacement)

Annual Inspection Service of TNTCSC/RCV (COMBIS) (includes necessary parts replacement)

Annual Inspection and Service of TNT Hoses (includes necessary parts replacement)

Services TNT COMBI Maintenance of Tool Quality (includes necessary warranted parts replacement)

Fuel Surcharge

3. DEFINITIONS

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

3.1. BIDDER

The term “Bidder” used herein refers to the dealer/manufacturer or business organization submitting a Bid to the County in response to this solicitation.

3.2. CONTRACT

The Agreement executed by the Owner and Vendor/Contractor for the performance of work and the other documents (plans, specifications, notice to Bidders, proposal, surety bonds, addenda, and other documents) whether attached thereto or not.

3.3. COUNTY

Hernando County Board of County Commissioners, its officers, employees, agents, and volunteers.

3.4. MODIFICATION/AMENDMENT/CHANGE ORDER

Shall mean the written order to the Vendor/Contactor signed by the Vendor/Contractor and County authorizing an addition, deletion, or revision in the goods, services and/or work to be provided under the Contract Documents or an adjustment in the Contract Price issued after Contract Award.

3.5. OWNER

Hernando County Board of County Commissioners (County).

3.6. VENDOR/CONTRACTOR

The Bidder awarded a contract by the County for the furnishing of goods or services.

4. CONTRACT PERIOD

A. The Contract resulting from this solicitation shall be a term contract for the time period specified herein. During the specified time period, the County may order services/supplies as the requirements generate and the Vendor/Contractor will deliver the services/supplies ordered. It is understood that the County is not obligated to purchase any specific amount of services/supplies under this agreement.

B. The period of the Contract shall extend for three (3) years effective from TBD.

C. **Renewal Option (Unilateral)**: At the sole option of the County, through the Board of County Commissioners or Chief Procurement Officer or Designee, this Contract may be unilaterally renewed, for two (2), one (1) year renewal periods at the same prices, terms, and conditions. The County alone will determine whether or not this renewal option will be exercised based on its convenience and its best interest. The County will notify the Vendor/Contractor, in writing, no later than thirty (30) days prior to expiration of its decision to exercise this Contract renewal option and/or options. Any request by the Vendor/Contractor for consideration of a price adjustment must be submitted in writing to the County at the time of County notice of its decision to exercise Contract renewal (this provision), and the Vendor/Contractor must provide written evidence based on increased costs to the Vendor/Contractor. Documentation of these increases must be furnished to the County upon request. Any price adjustment (increase or decrease) approved by the County shall impose upon the Vendor/Contractor the requirement to advise and extend to the County price reductions when costs similarly decrease.

D. Either party may cancel this Contract, in whole or in part, by giving ninety (90) days prior notice in writing. However, the Vendor/Contractor shall not be authorized to exercise this cancellation option during the first one-hundred eighty (180) days of the Contract. The number of days within which, or the dates by which, the work is to be substantially completed and ready for final payment are set forth in the agreement.

5. GENERAL CONDITIONS

5.1. 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.**

5.2. HOURS

Work may be performed between the hours of 8:00 AM - 5:00 PM, unless otherwise directed by the County, 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.

5.3. WARRANTIES

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

5.4. 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.

5.5. REJECTION OF BID

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

5.6. MINOR INFORMALITIES AND IRREGULARITIES

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

5.7. 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.

5.8. NON-PERFORMANCE

A. 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.

B. 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.

5.9. 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.

5.10. 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 as amended, 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.

5.11. LICENSES AND PERMITS

Prior to furnishing the requested product(s) or service(s), it shall be the responsibility of the awarded Vendor/Contractor to obtain, at no additional cost to Hernando County, any and all licenses and permits required to complete this contractual service. These licenses and permits shall be readily available for review by the Chief Procurement Officer or their designee.

5.12. 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.

5.13. MODIFICATIONS/AMENDMENTS AND CHANGE ORDERS

Without invalidating the contract, the County may, at any time or from time to time, through its Chief Procurement Officer or designee, order additions, deletions, or revisions in the work, the same being authorized by change order or contract modification/amendment. The cumulative total of change orders and/or modifications/amendments to this contract under $50,000.00 (cap) will be approved by

the Chief Procurement Officer or its designee. Once the $50,000.00 cap is reached, all other additions, or revisions to this contract that exceed the "cap" are subject to approval by the Hernando County Board of County Commissioners through Board agenda item. Only upon receipt of a change order, or modification/amendment executed by the Vendor/Contractor and County (subject to approval by the Chief Procurement Officer and/or Board of County Commissioners – as applicable) shall the Vendor/Contractor be authorized to proceed with the work involved. All such work shall be executed under the applicable terms and conditions contained in the contract documents. In addition:

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

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

5.14. 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 (Sec. 192 and 212, F.S. as amended and applicable rules of the Department of Revenue).

5.15. 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.

5.16. LITIGATION/WAIVER OF JURY TRIAL

This agreement shall be governed by and construed according to Florida law. Venue for any dispute or formal litigation concerning this agreement shall be in the appropriate court with territorial jurisdiction over Hernando County, Florida. In the event of a dispute or litigation, each party to such dispute or litigation shall be solely responsible for its own attorneys' fees and costs. This agreement shall not be construed for or against any party hereto, without regard to which party is wholly or partly responsible for its drafting. Each party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this contract and/or any other claim of injury or damage.

5.17. TERMINATION

A. Termination for Default:

1. The County may terminate this contract for default, in whole or in part, by providing written notice to the Vendor/Contractor. A termination for default may apply to individual delivery orders, purchase orders, or the contract in its entirety 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, Purchasing and Contracts Department, affording them the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action and possible debarment. Such termination may also result in suspension or debarment of the Vendor/Contractor for a period of twelve (12) to twenty-four (24) months depending upon the severity of the Vendor/Contractor's action that caused the default in accordance with the County's Procurement Ordinance. The Vendor/Contractor and its sureties (if any) shall be liable for any damage to the County resulting from the Vendor/Contractor's default of the contract. This liability includes any increased costs incurred by the County in completing contract performance.

3. In the event of termination by the County for any cause, the Vendor/Contractor will have, in no event, any claim against the County for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the County the Vendor/Contractor shall:

    a. Stop work on the date and to the extent specified.

    b. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

    c. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the County.

    d. Continue and complete all parts of that work that have not been terminated.

4. If the Vendor/Contractor's failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Vendor/Contractor, the contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

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

5.18. 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.

5.19. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of this bid, the Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that in connection with this procurement:

A. The prices in this bid have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.

B. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor.

5.20. 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.

5.21. COMPETENCY OF BIDDERS

The County reserves the right to make such investigations as they may deem necessary to establish the competency and financial ability of any Bidder to perform the work; and if after investigation, the evidence of their competency or financial ability is not satisfactory, the County reserves the right to reject their bid.

5.22. 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, F.S., as amended, 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., as amended, 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, F.S., as amended.

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

Pursuant to 20.055(5), F.S., as amended, 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.

5.23. PAYMENT

A. Payment for services/products 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: Keith Jeppesen, 15470 Flight path, Brooksville, FL 34604 or kjeppesen@co.hernando.fl.us.

B. Each invoice shall give a detailed breakdown of the services provided.

C. The 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 (Current Edition). Terms not within Hernando County's payment period are not acceptable and may be cause for rejection.

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

5.24. CONFLICT OF INTEREST

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

B. Employee Conflict of Interest: It shall be unethical for any Hernando County employee to participate directly or indirectly in a procurement contract when Hernando County employee knows that:

1. Hernando County employee or any member of Hernando County employee's immediate family has a financial interest in the procurement contract; or

2. Any other person, business, or organization with whom Hernando County employee or any member of a Hernando County employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement contract; or

3. A Hernando County employee or any member of a Hernando County employee's immediate family who holds a financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest.

C. Former Employee Conflict of Interest: It shall be a violation for any person, business or organization contracting with County to employ in any capacity, any former County employee or member of County employee's immediate family within one (1) year of that employee's separation from employment with the County, unless the employer or the former County employee files with the County Clerk, the County's Employment Disclosure Statement. The penalty for this violation may include disqualification of the bid submission.

5.25. 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.

5.26. 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 Purchasing and Contracts 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.

5.27. 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.

5.28. MINIMUM WAGE RATES

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

B. If the contract should be renewed, the contract shall be adjusted for benefit of the Vendor/Contractor in proportion with Federal law governing wage rates during the period of the contract for labor-related costs only.

C. The County reserves the right to inspect the payroll records of the Vendor/Contractor, as may be deemed necessary, to determine that the Vendor/Contractor is complying with Federal wage and hour law.

5.29. 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.

5.30. RESPONSIVE/RESPONSIBLE

A. At the time of submitting a bid response, the County requires that the **Bidder be properly licensed and registered to do business in the State of Florida in accordance with applicable Florida Statutes (F.S.).** Bid responses that fail to provide the required forms listed in these bid documents may be rejected as non-responsive. **Bidders whose responses, past performance, or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of the bid may be rejected as non-responsible.** The County reserves the sole right to determine which responses meet the requirements of this solicitation, and which Bidders are responsive and responsible. The County reserves the sole right before awarding the bid, to require a Bidder to submit such evidence of their qualifications as it may deem necessary and may consider any evidence available to it of the financial, technical, and other qualifications and abilities of a Bidder to perform the work in a satisfactory manner and within the time specified. The Bidder is assumed to be familiar with all Federal, State, or local laws, ordinances, rules, and regulations that in any manner affect the work, and to abide

thereby if awarded the bid/contract. Ignorance of legal requirements on the part of the Bidder/Vendor/Contactor will in no way relieve their responsibility.

B. 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.

5.31. 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.

5.32. 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.

5.33. CONFLICTING TERMS WITH SCOPE OF WORK

In the event of a conflict between the terms of the contract (including any and all attachments thereto, excluding the Scope of Work, and any amendments thereof) and any of the terms of Scope of Work, the terms of the Contract (including any and all attachments thereto, excluding Scope of Work, and any amendments thereof) shall control.

5.34. FOREIGN COUNTRIES OF CONCERN:

Pursuant to section 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.

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.

6. INSURANCE REQUIREMENTS

6.1. INDEMNITY AND SAFETY PROVISIONS

A. 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.

B. Protection of Person and Property:

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

2. The Vendor/Contractor will take all reasonable precautions to prevent damage, injury or loss to: (a) all persons who may be affected by the performance of his operations, including employees; (b) all materials and equipment; and (c) all property at or surrounding the work site. In an emergency affecting the safety of persons or property, the Vendor/Contractor will act, with reasonable care and discretion, to prevent any threatened damage, injury or loss.

6.2. MINIMUM INSURANCE REQUIREMENTS

A. 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.

6.3. WORKERS' COMPENSATION

As required by law:

A. State.....Statutory

B. APPLICABLE FEDERAL.....Statutory

C. EMPLOYER'S LIABILITY.....Minimum:

1. $1,000,000.00 each accident

2. $1,000,000.00 by employee
3. $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/

6.4. 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:

1. EACH OCCURRENCE.....$1,000,000.00
2. GENERAL AGGREGATE $2,000,000.00
3. PERSONAL/ADVERTISING INJURY.....$1,000,000.00
4. 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:

1. FIRE DAMAGE (Any one (1) fire.....$50,000.00
2. MEDICAL EXPENSE (Any one (1) person)..... $5,000.00

6.5. 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:

1. BODILY INJURY (Per Person)..... $1,000,000.00
2. BODILY INJURY (Per Accident)..... $1,000,000.00
3. PROPERTY DAMAGE.....$1,000,000.00

6.6. 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.

6.7. 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 aggress 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.

6.8. SUBCONTRACTORS (If applicable)

All subcontractors hired by said Vendor/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.

6.9. RIGHT TO REVISE OR REJECT

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

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

Vendor/Contractor agrees to provide County with a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, 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:

BOARD OF COUNTY COMMISSIONERS

OF HERNANDO COUNTY, FLORIDA

ATTN: RISK DEPARTMENT

15470 FLIGHT PATH DR

BROOKSVILLE, FL 34604-6823

A. 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.

B. 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.

C. 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.

7. SPECIAL CONDITIONS

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7.1. 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.

7.2. PERFORMANCE

A. Timely performance is of the essence in the award of this Invitation for Bids. Performance shall be no later than ten (10) days calendar days from receipt of the purchase order. Bids that fail to meet this requirement shall be rejected.

B. Failure of the awarded Vendor/Contractor to meet this performance requirement may result in default, immediate cancellation of the Annual Factory Maintenance of Fire Rescue TNT Tools order or contract, and all other applicable remedies available to the County under State law.

C. It is hereby understood and mutually agreed to by and between parties hereto that the time of performance is an essential condition of this contract.

D. If said Vendor/Contractor shall neglect, fail or refuse to provide the services within the time herein specified, then said Vendor/Contractor does hereby agree as part of the consideration for the awarding of this contract, to pay the County the sum extended by the County to contract for like services approved by the Purchasing and Contracts Department for the period from the required scheduled commencement date until performance of services covered in the Invitation to Bid is completed.

E. The Vendor/Contractor shall, within five (5) calendar days from the beginning of such delay, notify the Chief Procurement Officer in writing of the cause(s) of the delay.

7.3. 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 0 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.

7.4. AS SPECIFIED:

All items delivered must meet the specifications herein. Items delivered not as specified will be returned at no expense to the County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards. Replacement items meeting specifications must be submitted within a reasonable time after rejection of the non-conforming items.

7.5. CODES AND REGULATIONS:

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

7.6. PRICING

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

7.7. 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.

7.8. 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.

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

It is hereby made a part of this Invitation for Bid that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God that Hernando County shall require a “first priority” basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the County. Vendor/Contractor agrees to rent/sell/lease all goods and services to the County or other governmental entities as opposed to a private citizen, on a first priority basis. The County expects to pay contractual prices for all products or services required during an emergency situation. **Vendor/Contractor shall furnish a twenty-four (24) hour phone number and email address in the event of such an emergency.**

The current Federal clauses and forms are attached as "Attachments" to this document. In the event of an emergency/hurricane or disaster, a copy of the most current clauses and forms will be provided for review and signature.

OR

The current Federal clauses and forms related to an emergency/hurricane or disaster will be provided for review and signature as needed. Current versions may be viewed at www.fema.gov under Contract Provisions Templates.

7.10. TRADE-INS

When trade-in units are offered, the County reserves the right to purchase with or without trade-in units, whichever will serve the best interest of the County. It is the Bidder’s sole responsibility to inspect the equipment offered for trade-in. Trade-in equipment carries no warranties and is traded “as is”, “where is”. Trade-in equipment may be inspected by contacting TBD to schedule an appointment.

7.11. ADDITIONAL ITEMS:

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

Southern Rescue Tools, LLC
1021 Parkview Lane
Largo, FL 33770 US
+17275175505
Southernrescuetools@gmail.com

Pricing

ADDRESS
Hernando County Fire Rescue
Attn: AP
15470 Flight Path Drive
Brooksville, Fl. 34604

SHIP TO
Hernando County Fire Rescue
60 Veterans Ave
Brooksville, FL 34601

DATE	TOTAL
12/10/2025	$18,300.00

P.O. NUMBER

DATE	PRODUCT	DESCRIPTION	QTY	RATE	AMOUNT
	Service - TNT Pump	Maintenance of tool quality, includes necessary warranted parts replacement	20	350.00	7,000.00
	Service - TNT Cutter	Maintenance of tool quality, includes necessary warranted parts replacement	18	150.00	2,700.00
	Service - TNT Spreader	Maintenance of tool quality, includes necessary warranted parts replacement	15	150.00	2,250.00
	Service - TNT Ram	Maintenance of tool quality, includes necessary warranted parts replacement	22	150.00	3,300.00
	Service - TNT CSC/RCV	Maintenance of tool quality, includes necessary warranted parts replacement	3	150.00	450.00
	Service - TNT Combi	Maintenance of tool quality, includes necessary warranted parts replacement	2	150.00	300.00
	Service - TNT Hoses	Clean and test to maintain quality, warranty does not include coupling replacement if needed additional charges will apply	44	50.00	2,200.00
	Fuel Surcharge	Fuel Surcharge	1	100.00	100.00
		Above prices are per year for the period of 01/01/26-12/31/29 for the annual TNT pumps and tools serviced only. It does not include non-warranty parts.			

All prices are per year for the period of 01/01/26-12/31/29 for the annual TNT pumps and tools serviced only. It does not include non-warranty parts.

If there is a discrepancy in tool quantity, the invoice will reflect the actual count at the same rate as above.

Please call Tonya @ 727-517-5505 with any questions.

SUBTOTAL	18,300.00
TAX	0.00
TOTAL	$18,300.00

THANK YOU.

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

[SOUTHERN RESCUE TOOLS] RESPONSE DOCUMENT REPORT

TSS No. 26-TSS00275

Annual Factory Maintenance of Fire Rescue TNT Tools

RESPONSE DEADLINE: May 18, 2026 at 5:00 pm

Report Generated: Monday, May 18, 2026

Southern Rescue Tools Response

CONTACT INFORMATION

Company:
Southern Rescue Tools

Email:
southernrescuetools@gmail.com

Contact:
Tonya Shepherd

Address:
1021 Parkview Lane
Largo, FL 33770

Phone:
(727) 517-5505

Website:
Southernrescuetools.com

Submission Date:
May 18, 2026 1:30 PM (Eastern Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Company Information

VENDOR REGISTRATION*
Pass

Please download the below documents, complete, and upload.

- Vendor-Registration-Form.pdf

Hernando_Exhibit_D.pdf

W9 FORM *
Pass

Please upload your company's W9 information

W9_SRT_2026.pdf
W9_SRT_2026.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.

SRT_Sunbiz-_Annual_Report_2026.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)

Tonya Shepherd- Business Manager- Email: Southernrescuetools@gmail.com. Phone: 727-517-5505, Address: 1021 Parkview Lane Largo, FL 33770

CORPORATE AFFIDAVIT*
Pass

Please download the below documents, complete, and upload.

- Corporate_Affidavit_(4).pdf

Hernando-_Corp_Affidavit-_Notorized.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

Hernando_Solicitation_offer.pdf
Hernando_Exibit_B-_Notorized_-_1.pdf
Hernando-_Exbibit_B_Page_2.pdf

4. Proposal/Qualifications

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:

SRT_Business_Lic_2026.pdf

LIST OF PERSONNEL*
Pass

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

SRT_Personnel.pdf

5. Additional Required Forms

HERNANDO COUNTY EMPLOYMENT DISCLOSURE*
Pass

Please download the below documents, complete, and upload.

- HC_Employment_Disclosure_Ce...

Hernando_Cty_Emp_disclosure.pdf

SOLICITATION-OFFER-AWARD SIGNATURE PAGE*
Pass

Please download the below documents, complete, and upload.

- Solicitation-Offer-Award.docx

Hernando_Solicitation_offer.pdf

ANTI HUMAN TRAFFICKING AFFIDAVIT*
Pass

Please download the below documents, complete, and upload.

- Anti_Human-Trafficking-Affi...

Hernando_Exhibit_B_Antitrafficking.pdf
hernando_anti-trafficking.pdf

EXHIBIT D

VENDOR REGISTRATION HERNANDO COUNTY, FL

To be completed by Vendor:
Vendor type:
( ) Corporation
( ) Partnership
(X) Sole Proprietorship
( ) Other _____(Explain)

Federal Employer Identification Number or Social Security Number: 26-0816974

Please attach your completed W-9 Form
PAYMENT WILL NOT BE MADE UNTIL A COMPLETED W9 HAS BEEN RECEIVED.

Firm Name: Southern Rescue Tools

Mailing Address: 1021 Parkview Lane

City Largo State FL Zip 33770

Telephone No. 727-517-5505 Fax No. N/A

Web Address: Southernrescuetools.com Email: Southernrescuetools@gmail.com

Commodity or Service Supply:
Sales, Service, training Fire extrication tools - TNT Rescue TOOLS
Res-Q-Jack Stabilizer

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

Firm Name: Same

Mailing Address: _____

City _____ State _____ Zip _____

An ACH electronic payment method is offered as an alternative to a payment by physical check.
(X) Please check this box if you accept the ACH electronic payment method. (Recommended and Preferred)

Signature: Tonya Shepherd

Name and Title Printed: Tonya Shepherd

TNT RESCUE SYSTEMS INC.
N77W30924 HARTMAN CT
HARTLAND, WISCONSIN, 53029

May 1, 2025

To Whom It May Concern:

Thank you for your interest in TNT Rescue Systems, Inc. TNT sells its products through a dealer network, where each representative is contracted for a specific sales region.

In the state of Florida, Southern Rescue Tools is the authorized sales and service representative, thereby making Southern Rescue your sole source for TNT product sales, service, and warranty repairs.

Again, thank you for your interest in our products. We look forward to building a mutually beneficial relationship.

Sincerely,

Tom Blanton

Tom Blanton
President

CORPORATE AFFIDAVIT

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

STATE OF FLORIDA]

COUNTY OF HERNANDO]

Tonya Shepherd being duly sworn, deposes and says that he is secretary of Southern Rescue TOOLS, a corporation organized and existing under and by virtues of the laws of the State of Florida, and having its principal office at: 1021 Parkview Lane largo, fl 33770 (Address)

Affiant further says that he is familiar with the records, minute books and bylaws of Southern Rescue TOOLS (Name of Corporation) of the corporation, is duly authorized to sign Tonya Shepherd Bus. Mgr. (Title) the Bid for Hernando County for said corporation by virtues of:

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

Affiant

Sworn to before me this 18 day of May, 20 26.

NOTARY PUBLIC
GABRIELA LOPEZ COLON
Notary Public, State of Florida
Commission# HH 672314
My comm. expires May 5, 2029

Gabriela Lopez Colon
Notary Public

This document should be completed and returned with your submittal.

EXHIBIT B

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

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

1. This sworn statement is submitted to

County of Hernando

by Tonya Shepherd - Business Mgr.

[print individual's name and title]

for Southern Rescue Tools

[print name of entity submitting sworn statement]

whose business address is 1021 Parkview Lane Largo, FL 33770

(if applicable) its Federal Employer Identification Number (FEIN) is 26-0816974
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement): _____.

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes (Current Edition), means a violation of any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other State or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that *"convicted"* or *"conviction"* as defined in Paragraph 287.133 (1)(b), Florida Statutes (Current Edition), means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any Federal or State trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an *"affiliate"* as defined in Paragraph 287.133 (1)(a), Florida Statutes (Current Edition), means:
   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term *"affiliate"* includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one (1) person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

5. I understand that a *"person"* as defined in Paragraph 287.133(1)(e), Florida Statutes (Current Edition), means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to proposal on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

_____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

5-18-26

[signature] **[date]**

State of Florida
County of Hernando
The foregoing instrument was acknowledged before me this 18 day of May, 2026
by Tonya Shepherd
who is personally known to me
or who has produced Florida Driver License as identification
and who did take an oath.

Notary Public: Gabriela Lopez Colon
My Commission Expires: May 5 2029

NOTARY PUBLIC
GABRIELA LOPEZ COLON
Notary Public, State of Florida
Commission# HH 672314
My comm. expires May 5, 2029

HERNANDO COUNTY EMPLOYMENT DISCLOSURE CERTIFICATION STATEMENT

5-18-26
(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:

Southernrescuetools@gmail.com
(Email address)

1021 Parkview Lane
(Address) Largo, FL 33770

(Signature required)

727-517-5505
(Phone)

Tonya Shepherd
(Print name)

N/A
(Fax)

Business Mgr
(Print title)

26-0816974
(Federal Taxpayer ID Number)

Exhibit "B" 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 Tonya Shepherd 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 Southern Rescue Tools, 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 Tonya Shepherd, declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

Southern Rescue Tools
Name of Nongovernmental Entity

Tonya Shepherd
Printed Name of Affiant

Office Mgr.
Title of Affiant

Signature of Affiant

5-18-26
Date

EXHIBIT A

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT

Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of (CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

Tonya Shepherd

(signature of officer or representative) (printed name and title of officer or representative)

State of FL **, County of** Hernando

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization this, 18 day of nov 2024, by

Personally known ☐ OR produced identification ☑.

Type of identification produced FL License.

NOTARY PUBLIC
My Commission Expires:
State of FL. at large

MAUREEN DONINI
Notary Public, State of Florida
Commission# HH 196764
My comm. expires Dec. 15, 2025

(Notary Seal)

G/L ACCOUNT - MASTER INQUIRY

Org code: B1301001 HC FIRE RESCUE - FIRE FUND Type: E
Object code: 534603 REPAIR/MAINT-EQUIPMENT Status: A
Project code: Budgetary: Y

Fund	B110	HC FIRE RESCUE - FIRE FUND
Department	140	HCFR-FIRE
Group	00000	UNDEFINED
Area of Op	30	FIRE & EMS
Function	52200	FIRE CONTROL
		UNKNOWN
		UNKNOWN

Full description: REPAIR/MAINT-EQUIPMENT Short desc: 534603
Reference Acct: Auto-encumber? (Y/N) N

--------- CURRENT YEAR MONTHLY AMOUNTS ----------

PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	.00	.00	.00	.00
02	.00	.00	.00	.00
03	.00	.00	.00	.00
04	.00	.00	.00	.00
05	.00	.00	.00	.00
06	.00	.00	.00	.00
07	.00	.00	124,650.00	124,650.00
08	24,037.88	24,800.00	.00	.00
09	.00	.00	.00	.00
10	.00	.00	.00	.00
11	.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	24,037.88	24,800.00	124,650.00	124,650.00

---------- CURRENT YEAR TOTAL AMOUNTS -----------

Actual (Memo)	26,241.51	Original Budget	.00
Encumbrances	24,800.00	Budget Tranfr In	124,650.00
Requisitions	.00	Budget Tranfr Out	.00
Total	51,041.51	Carry Fwd Budget	.00
Available Budget	73,608.49	Carry Fwd Bud Tfr	.00
Percent Used	40.95	Revised Budget	124,650.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00		.00
Actual-Last Yr	.00		.00
Estim-Actual	.00		.00
	.00		.00
			.00

G/L ACCOUNT - MASTER INQUIRY

Org code: B1301005 HC FIRE RESCUE - RESCUE FUND Type: E
Object code: 534603 REPAIR/MAINT-EQUIPMENT Status: A
Project code: Budgetary: Y

Fund	B111	HC FIRE RESCUE - RESCUE FUND
Department	141	HCFR-RESCUE
Group	00000	UNDEFINED
Area of Op	30	FIRE & EMS
Function	52600	AMBULANCE & RESCUE SERVICES
		UNKNOWN
		UNKNOWN

Full description: REPAIR/MAINT-EQUIPMENT Short desc: 534603
Reference Acct: Auto-encumber? (Y/N) N

--- CURRENT YEAR MONTHLY AMOUNTS ---

PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	.00	.00	.00	.00
02	.00	.00	.00	.00
03	.00	.00	.00	.00
04	.00	.00	.00	.00
05	.00	.00	.00	.00
06	.00	.00	.00	.00
07	.00	.00	234,788.00	234,788.00
08	169,474.31	.00	.00	.00
09	.00	.00	.00	.00
10	.00	.00	.00	.00
11	.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	169,474.31	.00	234,788.00	234,788.00

--- CURRENT YEAR TOTAL AMOUNTS ---

Actual (Memo)	169,523.63	Original Budget	.00
Encumbrances	.00	Budget Tranfr In	234,788.00
Requisitions	.00	Budget Tranfr Out	.00
Total	169,523.63	Carry Fwd Budget	.00
Available Budget	65,264.37	Carry Fwd Bud Tfr	.00
Percent Used	72.20	Revised Budget	234,788.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00		.00
Actual-Last Yr	.00		.00
Estim-Actual	.00		.00
	.00		.00
			.00

SOLICITATION - OFFER - AWARD

SOLICITATION NO:	SOLICITATION TITLE:	DATE ISSUED:	CONTRACT NO:
26-TSS000275 ISSUED BY:	Sole Source - Annual Factory Maintenance of Fire Rescue TNT Tools	04/27/2026	26-TSS000275

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA
Jerry Campbell, Chair
Ryan Amsler, Vice Chair
Steve Champion, Second Vice Chair
Brian Hawkins
John Allocco

SUBMIT BID OFFER TO:
HERNANDO COUNTY
PROCUREMENT DEPARTMENT
15470 FLIGHT PATH DRIVE
BROOKSVILLE, FL 34604
Carla Rossiter-Smith
Chief Procurement Officer

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 05/18/2026, 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 IN THE PURCHASING AND CONTRACTS CONFERENCE ROOM AT 10:00 A.M. ON xx/xx/xx 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 Annual Factory Maintenance of Fire Rescue TNT Tools, as described in the specifications.	x	xxx	xxxx	$ 54,900

SOLICITATION

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
Southern Rescue Tools
Company Name
1021 Parkview Lane
Address
Largo, FL 33770
City State Zip Code
727-517-5505 N/A
Phone Number Fax Number Email Address
Southernrescuetools@gmail.com

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN BID OFFER:
BIDDER'S SIGNATURE
OFFER DATE 5-18-26
Print Name: Tonya Shepherd
Title:

AWARD

(TO BE COMPLETED BY COUNTY)

REVIEWED FOR LEGAL SUFFICIENCY	LR NO.: 2026 84 1	BY: M. Tartaglia
ACCEPTED AS TO ITEM(S) NO:	AMOUNT: $54,900	ACCOUNTING CODE:

SUBMIT INVOICES TO:
Hernando County
15470 Flight Path Dr.
Brooksville, FL 34604

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ACCEPTANCE AND AWARD FOR THE COUNTY:
Jerry Campbell
Chairman

SIGNATURE: Jerry Campbell
AWARD DATE: 6/9/2026

ANNUAL FACTORY MAINTENANCE OF FIRE RESCUE TNT TOOLS

26-TSS00275

County of Hernando

15470 Flight Path Drive

Brooksville, FL 34604

County of Hernando

Annual Factory Maintenance of Fire Rescue TNT Tools

I. AWARD .....
II. SCOPE AND SPECIFICATIONS.....
III. DEFINITIONS .....
IV. CONTRACT PERIOD .....
V. GENERAL CONDITIONS.....
VI. INSURANCE REQUIREMENTS.....
VII. SPECIAL CONDITIONS.....
VIII. VENDOR QUESTIONNAIRE (Term, OneTime, TSS) .....

Attachments:

A - 26-TSS00275 - Southern Rescue-Sole Source FL_SRT 05_2025

B - 26-TSS00275 - Southern Rescue Estimate 4167

1. AWARD

UPON AWARD, PLEASE SUBMIT INVOICES TO:

Hernando County

Fire Emergency Services

15740 Flight Path Drive

Brooksville, FL 34601

2. SCOPE AND SPECIFICATIONS

2.1. Scope of Work: Specifications

Annual Inspection and Service of TNT Pumps (includes necessary parts replacement)

Annual Inspection and Service of TNT Cutters (includes necessary parts replacement)

Annual Inspection and Service of TNT Spreaders (includes necessary parts replacement)

Annual Inspection and Service of TNT RAMS (includes necessary parts replacement)

Annual Inspection Service of TNTCSC/RCV (COMBIS) (includes necessary parts replacement)

Annual Inspection and Service of TNT Hoses (includes necessary parts replacement)

Services TNT COMBI Maintenance of Tool Quality (includes necessary warranted parts replacement)

Fuel Surcharge

3. DEFINITIONS

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

3.1. BIDDER

The term "Bidder" used herein refers to the dealer/manufacturer or business organization submitting a Bid to the County in response to this solicitation.

3.2. CONTRACT

The Agreement executed by the Owner and Vendor/Contractor for the performance of work and the other documents (plans, specifications, notice to Bidders, proposal, surety bonds, addenda, and other documents) whether attached thereto or not.

3.3. COUNTY

Hernando County Board of County Commissioners, its officers, employees, agents, and volunteers.

3.4. MODIFICATION/AMENDMENT/CHANGE ORDER

Shall mean the written order to the Vendor/Contactor signed by the Vendor/Contractor and County authorizing an addition, deletion, or revision in the goods, services and/or work to be provided under the Contract Documents or an adjustment in the Contract Price issued after Contract Award.

3.5. OWNER

Hernando County Board of County Commissioners (County).

3.6. VENDOR/CONTRACTOR

The Bidder awarded a contract by the County for the furnishing of goods or services.

4. CONTRACT PERIOD

A. The Contract resulting from this solicitation shall be a term contract for the time period specified herein. During the specified time period, the County may order services/supplies as the requirements generate and the Vendor/Contractor will deliver the services/supplies ordered. It is understood that the County is not obligated to purchase any specific amount of services/supplies under this agreement.

B. The period of the Contract shall extend for three (3) years effective from TBD.

C. **Renewal Option (Unilateral)**: At the sole option of the County, through the Board of County Commissioners or Chief Procurement Officer or Designee, this Contract may be unilaterally renewed, for two (2), one (1) year renewal periods at the same prices, terms, and conditions. The County alone will determine whether or not this renewal option will be exercised based on its convenience and its best interest. The County will notify the Vendor/Contractor, in writing, no later than thirty (30) days prior to expiration of its decision to exercise this Contract renewal option and/or options. Any request by the Vendor/Contractor for consideration of a price adjustment must be submitted in writing to the County at the time of County notice of its decision to exercise Contract renewal (this provision), and the Vendor/Contractor must provide written evidence based on increased costs to the Vendor/Contractor. Documentation of these increases must be furnished to the County upon request. Any price adjustment (increase or decrease) approved by the County shall impose upon the Vendor/Contractor the requirement to advise and extend to the County price reductions when costs similarly decrease.

D. Either party may cancel this Contract, in whole or in part, by giving ninety (90) days prior notice in writing. However, the Vendor/Contractor shall not be authorized to exercise this cancellation option during the first one-hundred eighty (180) days of the Contract. The number of days within which, or the dates by which, the work is to be substantially completed and ready for final payment are set forth in the agreement.

5. GENERAL CONDITIONS

5.1. 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.**

5.2. HOURS

Work may be performed between the hours of 8:00 AM - 5:00 PM, unless otherwise directed by the County, 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.

5.3. WARRANTIES

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

5.4. 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.

5.5. REJECTION OF BID

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

5.6. MINOR INFORMALITIES AND IRREGULARITIES

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

5.7. 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.

5.8. NON-PERFORMANCE

A. 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.

B. 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.

5.9. 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.

5.10. 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 as amended, 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.

5.11. LICENSES AND PERMITS

Prior to furnishing the requested product(s) or service(s), it shall be the responsibility of the awarded Vendor/Contractor to obtain, at no additional cost to Hernando County, any and all licenses and permits required to complete this contractual service. These licenses and permits shall be readily available for review by the Chief Procurement Officer or their designee.

5.12. 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.

5.13. MODIFICATIONS/AMENDMENTS AND CHANGE ORDERS

Without invalidating the contract, the County may, at any time or from time to time, through its Chief Procurement Officer or designee, order additions, deletions, or revisions in the work, the same being authorized by change order or contract modification/amendment. The cumulative total of change orders and/or modifications/amendments to this contract under $50,000.00 (cap) will be approved by

the Chief Procurement Officer or its designee. Once the $50,000.00 cap is reached, all other additions, or revisions to this contract that exceed the "cap" are subject to approval by the Hernando County Board of County Commissioners through Board agenda item. Only upon receipt of a change order, or modification/amendment executed by the Vendor/Contractor and County (subject to approval by the Chief Procurement Officer and/or Board of County Commissioners – as applicable) shall the Vendor/Contractor be authorized to proceed with the work involved. All such work shall be executed under the applicable terms and conditions contained in the contract documents. In addition:

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

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

5.14. 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 (Sec. 192 and 212, F.S. as amended and applicable rules of the Department of Revenue).

5.15. 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.

5.16. LITIGATION/WAIVER OF JURY TRIAL

This agreement shall be governed by and construed according to Florida law. Venue for any dispute or formal litigation concerning this agreement shall be in the appropriate court with territorial jurisdiction over Hernando County, Florida. In the event of a dispute or litigation, each party to such dispute or litigation shall be solely responsible for its own attorneys' fees and costs. This agreement shall not be construed for or against any party hereto, without regard to which party is wholly or partly responsible for its drafting. Each party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this contract and/or any other claim of injury or damage.

5.17. TERMINATION

A. Termination for Default:

1. The County may terminate this contract for default, in whole or in part, by providing written notice to the Vendor/Contractor. A termination for default may apply to individual delivery orders, purchase orders, or the contract in its entirety 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, Purchasing and Contracts Department, affording them the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action and possible debarment. Such termination may also result in suspension or debarment of the Vendor/Contractor for a period of twelve (12) to twenty-four (24) months depending upon the severity of the Vendor/Contractor's action that caused the default in accordance with the County's Procurement Ordinance. The Vendor/Contractor and its sureties (if any) shall be liable for any damage to the County resulting from the Vendor/Contractor's default of the contract. This liability includes any increased costs incurred by the County in completing contract performance.

3. In the event of termination by the County for any cause, the Vendor/Contractor will have, in no event, any claim against the County for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the County the Vendor/Contractor shall:

    a. Stop work on the date and to the extent specified.

    b. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

    c. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the County.

    d. Continue and complete all parts of that work that have not been terminated.

4. If the Vendor/Contractor's failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Vendor/Contractor, the contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

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

5.18. 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.

5.19. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of this bid, the Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that in connection with this procurement:

A. The prices in this bid have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.

B. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor.

5.20. 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.

5.21. COMPETENCY OF BIDDERS

The County reserves the right to make such investigations as they may deem necessary to establish the competency and financial ability of any Bidder to perform the work; and if after investigation, the evidence of their competency or financial ability is not satisfactory, the County reserves the right to reject their bid.

5.22. 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, F.S., as amended, 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., as amended, 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, F.S., as amended.

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

Pursuant to 20.055(5), F.S., as amended, 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.

5.23. PAYMENT

A. Payment for services/products 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: Keith Jeppesen, 15470 Flight path, Brooksville, FL 34604 or kjeppesen@co.hernando.fl.us.

B. Each invoice shall give a detailed breakdown of the services provided.

C. The 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 (Current Edition). Terms not within Hernando County's payment period are not acceptable and may be cause for rejection.

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

5.24. CONFLICT OF INTEREST

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

B. Employee Conflict of Interest: It shall be unethical for any Hernando County employee to participate directly or indirectly in a procurement contract when Hernando County employee knows that:

1. Hernando County employee or any member of Hernando County employee's immediate family has a financial interest in the procurement contract; or

2. Any other person, business, or organization with whom Hernando County employee or any member of a Hernando County employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement contract; or

3. A Hernando County employee or any member of a Hernando County employee's immediate family who holds a financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest.

C. Former Employee Conflict of Interest: It shall be a violation for any person, business or organization contracting with County to employ in any capacity, any former County employee or member of County employee's immediate family within one (1) year of that employee's separation from employment with the County, unless the employer or the former County employee files with the County Clerk, the County's Employment Disclosure Statement. The penalty for this violation may include disqualification of the bid submission.

5.25. 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.

5.26. 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 Purchasing and Contracts 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.

5.27. 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.

5.28. MINIMUM WAGE RATES

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

B. If the contract should be renewed, the contract shall be adjusted for benefit of the Vendor/Contractor in proportion with Federal law governing wage rates during the period of the contract for labor-related costs only.

C. The County reserves the right to inspect the payroll records of the Vendor/Contractor, as may be deemed necessary, to determine that the Vendor/Contractor is complying with Federal wage and hour law.

5.29. 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.

5.30. RESPONSIVE/RESPONSIBLE

A. At the time of submitting a bid response, the County requires that the **Bidder be properly licensed and registered to do business in the State of Florida in accordance with applicable Florida Statutes (F.S.).** Bid responses that fail to provide the required forms listed in these bid documents may be rejected as non-responsive. **Bidders whose responses, past performance, or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of the bid may be rejected as non-responsible.** The County reserves the sole right to determine which responses meet the requirements of this solicitation, and which Bidders are responsive and responsible. The County reserves the sole right before awarding the bid, to require a Bidder to submit such evidence of their qualifications as it may deem necessary and may consider any evidence available to it of the financial, technical, and other qualifications and abilities of a Bidder to perform the work in a satisfactory manner and within the time specified. The Bidder is assumed to be familiar with all Federal, State, or local laws, ordinances, rules, and regulations that in any manner affect the work, and to abide

thereby if awarded the bid/contract. Ignorance of legal requirements on the part of the Bidder/Vendor/Contactor will in no way relieve their responsibility.

B. 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.

5.31. 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.

5.32. 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.

5.33. CONFLICTING TERMS WITH SCOPE OF WORK

In the event of a conflict between the terms of the contract (including any and all attachments thereto, excluding the Scope of Work, and any amendments thereof) and any of the terms of Scope of Work, the terms of the Contract (including any and all attachments thereto, excluding Scope of Work, and any amendments thereof) shall control.

5.34. FOREIGN COUNTRIES OF CONCERN:

Pursuant to section 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.

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.

6. INSURANCE REQUIREMENTS

6.1. INDEMNITY AND SAFETY PROVISIONS

A. 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.

B. Protection of Person and Property:

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

2. The Vendor/Contractor will take all reasonable precautions to prevent damage, injury or loss to: (a) all persons who may be affected by the performance of his operations, including employees; (b) all materials and equipment; and (c) all property at or surrounding the work site. In an emergency affecting the safety of persons or property, the Vendor/Contractor will act, with reasonable care and discretion, to prevent any threatened damage, injury or loss.

6.2. MINIMUM INSURANCE REQUIREMENTS

A. 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.

6.3. WORKERS' COMPENSATION

As required by law:

A. State.....Statutory

B. APPLICABLE FEDERAL.....Statutory

C. EMPLOYER'S LIABILITY.....Minimum:

1. $1,000,000.00 each accident

2. $1,000,000.00 by employee
3. $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/

6.4. 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:

1. EACH OCCURRENCE.....$1,000,000.00
2. GENERAL AGGREGATE $2,000,000.00
3. PERSONAL/ADVERTISING INJURY.....$1,000,000.00
4. 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:

1. FIRE DAMAGE (Any one (1) fire.....$50,000.00
2. MEDICAL EXPENSE (Any one (1) person)..... $5,000.00

6.5. 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:

1. BODILY INJURY (Per Person)..... $1,000,000.00
2. BODILY INJURY (Per Accident)..... $1,000,000.00
3. PROPERTY DAMAGE.....$1,000,000.00

6.6. 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.

6.7. 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 aggress 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.

6.8. SUBCONTRACTORS (If applicable)

All subcontractors hired by said Vendor/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.

6.9. RIGHT TO REVISE OR REJECT

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

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

Vendor/Contractor agrees to provide County with a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, 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:

BOARD OF COUNTY COMMISSIONERS

OF HERNANDO COUNTY, FLORIDA

ATTN: RISK DEPARTMENT

15470 FLIGHT PATH DR

BROOKSVILLE, FL 34604-6823

A. 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.

B. 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.

C. 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.

7. SPECIAL CONDITIONS

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7.1. 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.

7.2. PERFORMANCE

A. Timely performance is of the essence in the award of this Invitation for Bids. Performance shall be no later than ten (10) days calendar days from receipt of the purchase order. Bids that fail to meet this requirement shall be rejected.

B. Failure of the awarded Vendor/Contractor to meet this performance requirement may result in default, immediate cancellation of the Annual Factory Maintenance of Fire Rescue TNT Tools order or contract, and all other applicable remedies available to the County under State law.

C. It is hereby understood and mutually agreed to by and between parties hereto that the time of performance is an essential condition of this contract.

D. If said Vendor/Contractor shall neglect, fail or refuse to provide the services within the time herein specified, then said Vendor/Contractor does hereby agree as part of the consideration for the awarding of this contract, to pay the County the sum extended by the County to contract for like services approved by the Purchasing and Contracts Department for the period from the required scheduled commencement date until performance of services covered in the Invitation to Bid is completed.

E. The Vendor/Contractor shall, within five (5) calendar days from the beginning of such delay, notify the Chief Procurement Officer in writing of the cause(s) of the delay.

7.3. 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 0 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.

7.4. AS SPECIFIED:

All items delivered must meet the specifications herein. Items delivered not as specified will be returned at no expense to the County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards. Replacement items meeting specifications must be submitted within a reasonable time after rejection of the non-conforming items.

7.5. CODES AND REGULATIONS:

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

7.6. PRICING

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

7.7. 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.

7.8. 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.

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

It is hereby made a part of this Invitation for Bid that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God that Hernando County shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the County. Vendor/Contractor agrees to rent/sell/lease all goods and services to the County or other governmental entities as opposed to a private citizen, on a first priority basis. The County expects to pay contractual prices for all products or services required during an emergency situation. **Vendor/Contractor shall furnish a twenty-four (24) hour phone number and email address in the event of such an emergency.**

The current Federal clauses and forms are attached as "Attachments" to this document. In the event of an emergency/hurricane or disaster, a copy of the most current clauses and forms will be provided for review and signature.

OR

The current Federal clauses and forms related to an emergency/hurricane or disaster will be provided for review and signature as needed. Current versions may be viewed at www.fema.gov under Contract Provisions Templates.

7.10. TRADE-INS

When trade-in units are offered, the County reserves the right to purchase with or without trade-in units, whichever will serve the best interest of the County. It is the Bidder's sole responsibility to inspect the equipment offered for trade-in. Trade-in equipment carries no warranties and is traded "as is", "where is". Trade-in equipment may be inspected by contacting TBD to schedule an appointment.

7.11. ADDITIONAL ITEMS:

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

TNT RESCUE SYSTEMS INC.
N77W30924 HARTMAN CT
HARTLAND, WISCONSIN, 53029

May 1, 2025

To Whom It May Concern:

Thank you for your interest in TNT Rescue Systems, Inc. TNT sells its products through a dealer network, where each representative is contracted for a specific sales region.

In the state of Florida, Southern Rescue Tools is the authorized sales and service representative, thereby making Southern Rescue your sole source for TNT product sales, service, and warranty repairs.

Again, thank you for your interest in our products. We look forward to building a mutually beneficial relationship.

Sincerely,

Tom Blanton
President

Southern Rescue Tools, LLC
1021 Parkview Lane
Largo, FL 33770 US
+17275175505
Southernrescuetools@gmail.com

Estimate 4167

ADDRESS	SHIP TO	DATE	TOTAL
Hernando County Fire Rescue Attn: AP 15470 Flight Path Drive Brooksville, Fl. 34604	Hernando County Fire Rescue 60 Veterans Ave Brooksville, FL 34601	12/10/2025	$18,300.00

P.O. NUMBER

DATE	PRODUCT	DESCRIPTION	QTY	RATE	AMOUNT
	Service - TNT Pump	Maintenance of tool quality, includes necessary warranted parts replacement	20	350.00	7,000.00
	Service - TNT Cutter	Maintenance of tool quality, includes necessary warranted parts replacement	18	150.00	2,700.00
	Service - TNT Spreader	Maintenance of tool quality, includes necessary warranted parts replacement	15	150.00	2,250.00
	Service - TNT Ram	Maintenance of tool quality, includes necessary warranted parts replacement	22	150.00	3,300.00
	Service - TNT CSC/RCV	Maintenance of tool quality, includes necessary warranted parts replacement	3	150.00	450.00
	Service - TNT Combi	Maintenance of tool quality, includes necessary warranted parts replacement	2	150.00	300.00
	Service - TNT Hoses	Clean and test to maintain quality, warranty does not include coupling replacement if needed additional charges will apply	44	50.00	2,200.00
	Fuel Surcharge	Fuel Surcharge	1	100.00	100.00
		Above prices are per year for the period of 01/01/26-12/31/29 for the annual TNT pumps and tools serviced only. It does not include non-warranty parts.			

All prices are per year for the period of 01/01/26-12/31/29 for the annual TNT pumps and tools serviced only. It does not include non-warranty parts.

If there is a discrepancy in tool quantity, the invoice will reflect the actual count at the same rate as above.

Please call Tonya @ 727-517-5505 with any questions.

SUBTOTAL	18,300.00
TAX	0.00
TOTAL	$18,300.00

THANK YOU.

CORPORATE AFFIDAVIT

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

STATE OF FLORIDA]

COUNTY OF HERNANDO]

Tonya Shepherd being duly sworn, deposes and says that he is secretary of Southern Rescue TOOLS, a corporation organized and existing under and by virtues of the laws of the State of Florida, and having its principal office at: 1021 Parkview Lane Largo, fl 33770 (Address)

Affiant further says that he is familiar with the records, minute books and bylaws of Southern Rescue TOOLS (Name of Corporation) of the corporation, is duly authorized to sign Tonya Shepherd Bus. Mgr. (Title) the Bid for Hernando County for said corporation by virtues of:

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

Affiant

Sworn to before me this 18 day of May, 2026.

GABRIELA LOPEZ COLON
Notary Public, State of Florida
Commission# HH 672314
My comm. expires May 5, 2029

Gabriela Lopez Colon
Notary Public

This document should be completed and returned with your submittal.

EXHIBIT B

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

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

1. This sworn statement is submitted to

County of Hernando

by Tonya Shepherd - Business Mgr.

[print individual's name and title]

for Southern Rescue Tools

[print name of entity submitting sworn statement]

whose business address is 1021 Parkview Lane Largo, FL 33770

(if applicable) its Federal Employer Identification Number (FEIN) is 26-0816974
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement): _____.

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

5. I understand that a *"person"* as defined in Paragraph 287.133(1)(e), Florida Statutes (Current Edition), means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to proposal on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

_____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

Tonya Shepherd 5-18-26

[signature] **[date]**

State of Florida
County of Hernando
The foregoing instrument was acknowledged before me this 18 day of May, 2026
by Tonya Shepherd
who is personally known to me
or who has produced Florida Driver License as identification
and who did take an oath.

Notary Public: Gabriela Lopez Colon
My Commission Expires: May 5 2029

GABRIELA LOPEZ COLON
Notary Public, State of Florida
Commission# HH 672314
My comm. expires May 5, 2029

HERNANDO COUNTY EMPLOYMENT DISCLOSURE CERTIFICATION STATEMENT

5-18-26
(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:

Southernrescuetools@gmail.com
(Email address)

1021 Parkview Lane
(Address) Largo, FL 33770

(Signature required)

727-517-5505
(Phone)

Tonya Shephard
(Print name)

N/A
(Fax)

Business Mgr
(Print title)

26-0816974
(Federal Taxpayer ID Number)

Exhibit "B" 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 Tonya Shepherd 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 Southern Rescue Tools, 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 Tonya Shepherd, declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

Southern Rescue Tools
Name of Nongovernmental Entity

Tonya Shepherd
Printed Name of Affiant

Office Mgr.
Title of Affiant

Signature of Affiant

5-18-26
Date

REV 12/31/25 LR 2026 84 1

EXHIBIT A

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT

Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of (CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

Tonya Shepherd

(signature of officer or representative) (printed name and title of officer or representative)

State of FL **, County of** Hernando

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization this, 18 day of Nov 2024, by

Personally known ☐ OR produced identification ☑.

Type of identification produced FL License.

NOTARY PUBLIC
My Commission Expires:
State of FL at large

MAUREEN DONINI
Notary Public, State of Florida
Commission# HH 196764
My comm. expires Dec. 15, 2025

(Notary Seal)

Board of County Commissioners

AGENDA ITEM

Meeting: 06/09/2026
Department: Procurement Department
Prepared By: Fran Hallet
Initiator: Carla Rossiter-Smith
DOC ID: 17541
Legal Request Number:
Bid/Contract Number: 24-CG00864

TITLE

Change Order No. 2 to Purchase Order With Traffic Management Solutions, LLC, for Traffic Signal Improvements at Intersection of Mariner Boulevard and Landover Boulevard for Department of Public Works (Contract No. 24-CG00864; Amount of Change Order: $165,979.61)

RESULT:	**ADOPTED**
MOVER:	John Allocco
SECONDER:	Ryan Amsler
AYES:	Campbell, Amsler, Champion and Allocco
ABSENT:	Hawkins

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA
CONSTRUCTION AGREEMENT

This Contract, entered into this 19th day of November, 2024, by and between the Hernando County Board of County Commissioners, hereafter called the COUNTY, and Highway Safety Devices, Inc., 6480 Harney Rd., Tampa, FL 33610, hereinafter called the VENDOR/CONTRACTOR. County and Vendor/Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follow:

NEW TRAFFIC SIGNAL CONSTRUCTION FOR WILFONG CENTER FOR SUCCESS ON SPRING HILL DR AND TRAFFIC SIGNAL IMPROVEMENTS AT THE INTERSECTION OF MARINER BLVD AND LANDOVER BLVD SOUTH
ITB NO. 24-CG00864/JC

SPRING HILL, FL

ARTICLE 1 – CONTRACT DOCUMENTS

1.01 The Vendor/Contractor shall furnish all labor, equipment and materials and perform the work above described for the amount stated above in strict accordance with this Contract and the Contract Documents, all of which are made a part hereof and designated as follows:

Solicitation Document (ITB) in its entirety including but not limited to all sections therein and exhibits:

Introduction
Solicitation
Award
Definitions and Solicitation Instructions
General Conditions
Special Conditions
Scope and Specifications
State-General State Required Terms
Attachments:
Attachment A-Plans/Drawings-Wilfong Center for Success on Spring Hill Dr
Attachment B-Exhibit A- Project Specifications for New Traffic Signal Wilfong Center for Success on Spring Hill Dr
Attachment C-Scope of Services for New Traffic Signal Wilfong Center for Success on Spring Hill Dr
Attachment D-Plans/Drawings-Mariner Blvd at Landover Blvd. South
Attachment E-Scope of Services for Traffic Signal Improvements at Mariner Blvd. and Landover Blvd. South
Attachment F-2024 Holiday Schedule
Attachment G-Executed Construction Contract
Attachment H-Construction Documents Required After Award
Pricing Proposal
Vendor Questionnaire

All addenda issued by the County prior to the receipt of bids and all supplementary drawings issued after award of the Contract become part of the Contract Document.
Amending and Supplementing Contract Documents:
The Contract Documents may be amended to provide for additions, deletions, and revisions in the work or to modify the terms and conditions thereof by Change Order.
The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the work may be authorized, by one (1) or more of the following ways:
A field order;
Engineer's approval of a shop drawing or sample; or

Engineer's written interpretation or clarification per the provisions described in the Contract Documents.

In resolving such conflicts, errors and discrepancies, the documents shall be given preference in the following order: Agreement, Specifications, Drawings, Solicitation Instructions. Within the specifications the order of preference shall be as follows: Addenda, General Conditions, Technical Specifications. Figure dimensions on drawings shall govern over scale dimensions, and the detailed drawings shall govern over general drawings. Any work that may reasonably be inferred from the specifications or drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work materials or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards. In case of conflict the more stringent requirements shall take precedence and govern.

The Vendor/Contractor shall take no advantage of any error or omission in the plans or of any discrepancy between the plans and specifications, and the Engineer shall make such interpretation as may be deemed necessary for the fulfillment of the intent of the plans and specifications as construed by him and his decision shall be final.

All provisions required by law to be inserted in this Contract, whether actually inserted or not.

Exhibits to this Agreement (as follows):

Attachment A-Plans/Drawings-Wilfong Center for Success on Spring Hill Dr
Attachment B-Exhibit A- Project Specifications for New Traffic Signal Wilfong Center for Success on Spring Hill Dr
Attachment C-Scope of Services for New Traffic Signal Wilfong Center for Success on Spring Hill Dr
Attachment D-Plans/Drawings-Mariner Blvd at Landover Blvd. South
Attachment E-Scope of Services for Traffic Signal Improvements at Mariner Blvd. and Landover Blvd. South
Attachment F-2024 Holiday Schedule
Attachment G-Executed Construction Contract
Attachment H-Construction Documents Required After Award

Vendor/Contractor's Pricing Proposal (Bid).

Documentation submitted by Vendor/Contractor after the Notice of Award:

Insurance Certificate.

Payment and Performance Bond.

The following which may be delivered or issued on or after the effective date of the Agreement and are not attached hereto:

Notice to Proceed.

Change Order(s).

The documents listed in this paragraph are attached to the Agreement (except as expressly noted otherwise).

There are no Contract Documents other than those listed in this paragraph.

The Contract Documents may only be amended, modified, or supplemented as provided in the Contract Documents.

There are no contract documents other than those listed in this section.

1.02 Amending and Supplementing Contract Documents: The Contract Documents may only be amended, modified, or supplemented as stated in the Solicitation Document, section titled "SPECIAL CONDITIONS", paragraph 16, titled "Changes in the Work; Claims". The Contract Documents may be amended to provide for additions, deletions, and revisions in the work or to modify the terms and conditions thereof by change order.

The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the work may be authorized, by one (1) or more of the following ways:

A. A field order;

B. Engineer's approval of a shop drawing or sample; or

C. Engineer's written interpretation or clarification per the provisions described in the Contract Documents.

1.03 Resolving Conflicts, Errors and Discrepancies in the Contract Documents: In resolving such conflicts, errors and discrepancies, the documents shall be given preference in the following order: Contract, Solicitation Document, drawings. Within the Solicitation Document the order of preference shall be as follows: addenda, general conditions, technical specifications. Figure dimensions on drawings shall govern over scale dimensions, and the detailed drawings shall govern over general drawings. Any work that may reasonably be inferred from the specifications or drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work materials or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards. In case of conflict the more stringent requirements shall take precedence and govern.

The Vendor/Contractor shall take no advantage of any error or omission in the plans or of any discrepancy between the plans and specifications, and the Engineer shall make such interpretation he/she may deem necessary for the fulfillment of the intent of the plans and specifications as construed by him/her; the Engineer's decision shall be final.

ARTICLE 2 - THE ENGINEER

2.01 Engineer in the administration of this Contract and any references to the Engineer or the Professional shall be deemed to mean **J. Scott Herring, P.E.,** for the plans and specifications. **Laura A. Borgesi, P.E.** will act as the County's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the work in accordance with their respective scope of work and the Contract Documents.

ARTICLE 3 – CONTRACT TIMES

3.01 Time of the Essence:

For purposes of this Contract, all time limits for completion and readiness for final payment as stated in the Contract Documents are of the essence.

3.02 Days to Achieve Substantial Completion and Final Payment:

Project 1: Vendor/Contractor agrees that the work will be substantially complete within **One Hundred Eighty (180)** calendar days after the commencement date indicated in the Notice to Proceed and ready for final payment within **Two Hundred Ten (210)** calendar days after the date indicated on the Notice to Proceed.

Project 2: Vendor/Contractor agrees that the work will be substantially complete within **Three Hundred Sixty-Five (365)** calendar days after the commencement date indicated in the Notice to Proceed and ready for final payment within **Three Hundred Ninety-Five (395)** calendar days after the date indicated on the Notice to Proceed.

3.03 Liquidated Damages:

Vendor/Contractor and County agree for each consecutive calendar day that the work remains incomplete after the date established for substantial completion and/or final completion, the County will retain from the compensation otherwise to be paid to the Vendor/Contractor the sum of **One Thousand Six Hundred Ninety-Nine Dollars ($1,699.00)** for each project, as liquidated damages. This liquidated damages amount is the minimum measure of damages the County will

sustain by failure of the Vendor/Contractor to complete all remedial work, correct deficient work, clean up the project and other miscellaneous tasks required to complete all work specified.

ARTICLE 4 – CONTRACT PRICE

4.01 County shall pay Vendor/Contractor for completion of the work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to the paragraphs below:

4.01.1 For all work other than unit price work, a lump sum of:

LUMP SUM ITEMS PROJECT 1: WILFONG CITIZENS CENTER FOR SUCCESS ON SPRING HILL DRIVE AT PRINCETON RD/CAREER PATH WAY					
Line Item	**Description**	**Quantity**	**Unit of Measure**	**Unit Cost**	**Total**
1	MOBILIZATION	1	LS	$119,430.00	$119,430.00
2	MAINTENANCE OF TRAFFIC	1	LS	$56,000.00	$56,000.00
8	CLEARING AND GRUBBING (0.04 AC)	1	LS	$9,300.00	$9,300.00
16	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	1	LS	$7,750.00	$7,750.00
Total of Lump Sum Items					
One Hundred Ninety-Two Thousand Four Hundred Eighty Dollars and Zero Cents					**$192,480.00**

LUMP SUM ITEMS PROJECT 2: MARINER BLVD. AND LANDOVER BLVD. SOUTH TRAFFIC SIGNALIZATON					
Line Item	**Description**	**Quantity**	**Unit of Measure**	**Unit Cost**	**Total**
56	MOBILIZATION	1	LS	$51,185.00	$51,185.00
57	MAINTENANCE OF TRAFFIC	1	LS	$50,600.00	$50,600.00
58	TEMPORARY SIGNALIZATION AND MAINTENANCE, INTERSECTION	1	LS	$73,100.00	$73,100.00
Total of Lump Sum Items					
One Hundred Seventy-Four Thousand Eight Hundred Eighty-Five and Zero Cents					**$174,885.00**

ESTIMATED TOTAL OF LUMP SUM PRICED ITEMS	Three Hundred Sixty-Seven Thousand Three Hundred Sixty-Five Dollars and Zero Cents	($367,365.00)
	(words)	(figure)

All specific cash allowances are included in the above price and have been computed in accordance with the Solicitation Document, section titled "SPECIAL CONDITIONS", paragraph 17, titled "Cost of the Work; Allowances; Unit Price Work", subparagraph B, titled "Allowances" item no. 2, titled "Cash Allowances".

4.01.2 For all unit price work, an amount equal to the sum of the established unit price for each separately identified item of unit price work times the estimated quantity of that item as indicated in this paragraph:

As provided in the ITB, section titled "SPECIAL CONDITIONS", paragraph 17, titled "Cost of the Work; Allowances; Unit Price Work", subparagraph C, titled "Unit Price Work", estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by County Designated Representative as provided in the ITB, section titled "SPECIAL CONDITIONS", paragraph 17, titled "Cost of the Work; Allowances; Unit Price Work", subparagraph C, titled "Unit Price Work". Unit prices have been computed as provided in the ITB, section titled "SPECIAL CONDITIONS", paragraph 17, titled "Cost of the Work; Allowances; Unit Price Work", subparagraph C, titled "Unit Price Work".

UNIT PRICE ITEMS PROJECT 1: WILFONG CITIZENS CENTER FOR SUCCESS ON SPRING HILL DRIVE AT PRINCETON RD/CAREER PATH WAY					
Line Item	**Description**	**Quantity**	**Unit of Measure**	**Unit Cost**	**Total**
3	SEDIMENT BARRIER	155	LF	$7.80	$1,209.00
4	SOIL TRACKING PREVENTION DEVICE	2	EA	$5,900.00	$11,800.00
5	INLET PROTECTION SYSTEM	1	EA	$465.00	$465.00
6	LITTER REMOVAL AND DISPOSAL	1.3	AC	$925.00	$1,202.50
7	MOWING	1.3	AC	$1,200.00	$1,560.00
9	REGULAR EXCAVATION	18.5	CY	$155.00	$2,867.50
10	EMBANKMENT	9.2	CY	$155.00	$1,426.00
11	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	50	SY	$350.00	$17,500.00
12	DETECTABLE WARNINGS	104	SF	$62.00	$6,448.00
13	PERFORMANCE TURF (SOD)	129	SY	$33.50	$4,321.50
14	SINGLE POST SIGN, REMOVE	2	EA	$155.00	$310.00
15	MULTI- POST SIGN, F&I GROUND MOUNT, 31-50 SF	2	EA	$9,450.00	$18,900.00
17	PAINTED PAVEMENT MARKINGS, STD., WHITE, SOLID FOR CROSSWALK AND ROUNDABOUT, 12"	531	LF	$12.50	$6,637.50
18	PAINTED PAVEMENT MARKINGS, STD., WHITE, SOLID FOR STOP LINE OR CROSSWALK, 24"	83	LF	$23.50	$1,950.50

19	THERMOPLASTIC, STD., WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	531	LF	$7.80	$4,141.80
20	THERMOPLASTIC, STD., WHITE, SOLID, 24" FOR STOP LINE	83	LF	$15.50	$1,286.50
21	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" FOR CROSSWALK	418	LF	$28.00	$11,704.00
22	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	820	LF	$37.50	$30,750.00
23	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	1925	LF	$54.50	$104,912.50
24	SIGNAL CABLE-NEW OR RECONSTRUCTED INTERSECTION, FURNISH & INSTALL	1	PI	$13,500.00	$13,500.00
25	FIBER OPTIC CABLE, F&I, UNDERGROUND, 13 - 48 FIBERS	175	LF	$5.00	$875.00
26	FIBER OPTIC CABLE, F&I, UNDERGROUND, 97 - 144 FIBERS	2955	LF	$5.80	$17,139.00
27	FIBER OPTIC CABLE, REMOVE, UNDERGROUND	2160	LF	$1.60	$3,456.00
28	FIBER OPTIC CONNECTION, INSTALL, SPLICE	348	EA	$70.00	$24,360.00
29	FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE ENCLOSURE	3	EA	$1,750.00	$5,250.00
30	FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE TRAY	28	EA	$77.50	$2,170.00
31	FIBER OPTIC CONNECTION HARDWARE, F&I, PRETERMINATED CONNECTOR ASSEMBLY	1	EA	$85.50	$85.50
32	FIBER OPTIC CONNECTION HARDWARE, F&I, PATCH PANEL-FIELD TERMINATED	1	EA	$6,150.00	$6,150.00
33	FIBER OPTIC CONNECTION HARDWARE, F&I, CONNECTOR PANEL	1	EA	$155.00	$155.00
34	PULL & SPLICE BOX, F&I, 24" X 36" COVER SIZE	4	EA	$3,650.00	$14,600.00
35	PULL & SPLICE BOX, F&I, 30" X 60" RECTANGULAR OR 36" ROUND COVER SIZE	3	EA	$6,950.00	$20,850.00

36	PULL & SPLICE BOX, F&I, 17" X 30" COVER SIZE	20	EA	$2,350.00	$47,000.00
37	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER PURCHASED BY CONTRACTOR	1	AS	$4,800.00	$4,800.00
38	ELECTRICAL SERVICE WIRE, FURNISH & INSTALL	40	LF	$14.00	$560.00
39	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE	1	EA	$2,450.00	$2,450.00
40	ALUMINUM SIGNALS POLE, FURNISH & INSTALL PEDESTAL	8	EA	$2,450.00	$19,600.00
41	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, SINGLE ARM 50'	1	EA	$82,600.00	$82,600.00
42	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, SINGLE ARM 70'	1	EA	$80,000.00	$80,000.00
43	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, DOUBLE ARM 78'-70'	1	EA	$121,000.00	$121,000.00
44	TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 3 SECTION, 1 WAY	8	AS	$1,450.00	$11,600.00
45	TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 4 SECTION, 1 WAY	2	AS	$1,950.00	$3,900.00
46	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 1 WAY	8	AS	$845.00	$6,760.00
47	VEHICLE DETECTION SYSTEM-VIDEO, FURNISH & INSTALL CABINET EQUIPMENT	1	EA	$7,150.00	$7,150.00
48	VEHICLE DETECTION SYSTEM-VIDEO, FURNISH & INSTALL ABOVE GROUND EQUIPMENT	4	EA	$12,500.00	$50,000.00
49	PEDESTRIAN DETECTOR, FURNISH & INSTALL, STANDARD	8	EA	$280.00	$2,240.00
50	TRAFFIC CONTROLLER ASSEMBLY, F&I, NEMA, 2 PREEMPTION	1	AS	$50,300.00	$50,300.00
51	ITS CCTV CAMERA, F&I, DOME PTZ ENCLOSURE - PRESSURIZED, IP, HIGH DEFINITION	1	EA	$7,400.00	$7,400.00

52	MANAGED FIELD ETHERNET SWITCH, F&I	1	EA	$3,150.00	$3,150.00
53	UNINTERRUPTIBLE POWER SUPPLY, F&I, LINE INTERACTIVE WITH CABINET	1	EA	$14,500.00	$14,500.00
54	SIGN PANEL, FURNISH & INSTALL OVERHEAD MOUNT, UP TO 12 SF	2	EA	$900.00	$1,800.00
55	INTERNALLY ILLUMINATED SIGN, FURNISH & INSTALL OVERHEAD MOUNT, 12-18 SF	4	EA	$4,550.00	$18,200.00
TOTAL OF UNIT PRICE ITEMS					
Eight Hundred Seventy-Two Thousand Nine Hundred Ninety-Two Dollars and Eighty Cents					**$872,992.80**

UNIT PRICE ITEMS					
PROJECT 2: MARINER BLVD. AND LANDOVER BLVD. SOUTH TRAFFIC SIGNALIZATON					
Line Item	**Description**	**Quantity**	**Unit of Measure**	**Unit Cost**	**Total**
59	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	140	LF	$33.00	$4,620.00
60	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	320	LF	$50.50	$16,160.00
61	CONDUIT, FURNISH & INSTALL, ABOVEGROUND	55	LF	$50.50	$2,777.50
62	SIGNAL CABLE-NEW OR RECONSTRUCTED INTERSECTION, FURNISH & INSTALL	1	PI	$13,600.00	$13,600.00
63	SIGNAL CABLE, REMOVE-INTERSECTION	1	PI	$1,150.00	$1,150.00
64	SPAN WIRE ASSEMBLY, F&I, TWO POINT, BOX OR DROP BOX	1	PI	$11,000.00	$11,000.00
65	PULL & SPLICE BOX, F&I, 24" X 36" COVER SIZE	1	EA	$3,650.00	$3,650.00
66	PULL & SPLICE BOX, F&I, 17" X 30" COVER SIZE	10	EA	$2,300.00	$23,000.00
67	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER PURCHASED BY CONTRACTOR	1	AS	$4,800.00	$4,800.00
68	ELECTRICAL SERVICE WIRE, FURNISH & INSTALL	70	LF	$12.50	$875.00
69	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE (12')	1	EA	$2,200.00	$2,200.00

70	PRESTRESSED CONCRETE POLE, F&I, TYPE P-VIII	4	EA	$42,900.00	$171,600.00
71	PRESTRESSED CONCRETE POLE, COMPLETE POLE REMOVAL-POLE 30' AND GREATER	4	EA	$14,900.00	$59,600.00
72	ALUMINUM SIGNALS POLE, PEDESTAL	8	EA	$2,450.00	$19,600.00
73	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 3 SECTION, 1 WAY	8	AS	$1,450.00	$11,600.00
74	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 4 SECTION, 1 WAY	4	AS	$1,950.00	$7,800.00
75	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 1 WAY	8	AS	$845.00	$6,760.00
76	VEHICLE DETECTION SYSTEM-VIDEO, FURNISH & INSTALL CABINET EQUIPMENT	1	EA	$7,150.00	$7,150.00
77	VEHICLE DETECTION SYSTEM-VIDEO, FURNISH & INSTALL ABOVE GROUND EQUIPMENT	4	EA	$12,090.00	$48,360.00
78	PEDESTRIAN DETECTOR, FURNISH & INSTALL, STANDARD	8	EA	$280.00	$2,240.00
79	SIGN PANEL, FURNISH & INSTALL OVERHEAD MOUNT, UP TO 12 SF	8	EA	$860.00	$6,880.00
80	INTERNALLY ILLUMINATED SIGN, FURNISH & INSTALL, OVERHEAD MOUNT, 12-18 SF	4	EA	$10,100.00	$40,400.00
TOTAL OF UNIT PRICE ITEMS					
Four Hundred Sixty-Five Thousand Eight Hundred Twenty-Two Dollars and Fifty Cents					**$465,822.50**

ESTIMATED TOTAL OF ALL UNIT PRICED ITEMS $ One Million Three Hundred Thirty-Eight Thousand Eight Hundred Fifteen Dollars and Thirty Cents (use words) $(1,338,815.30) (figure)

ESTIMATED TOTAL OF LUMP SUM AND UNIT PRICED ITEMS $ One Million Seven Hundred and Six Thousand One Hundred Eighty Dollars and Thirty Cents (use words) $(1,706,180.30) (figure)

ARTICLE 5 – PAYMENT PROCEDURES

5.01 Submittal and Processing of Payments:

Vendor/Contractor shall submit Applications for Payment in accordance with the ITB, section titled "SPECIAL CONDITIONS", paragraph 21, titled "Payments to Contractor and Completion", subparagraph B, titled "Progress Payments", subparagraph 1 titled "Application for Payments", item A. Applications for Payment will be processed by County Designated Representative as provided in the Contract Documents.

5.02 Progress Payments; Retainage:

5.02.1 County shall make progress payments on account of the Contract Price on the basis of Vendor/Contractor's Applications for Payment not later than the time periods established by applicable provisions of the Florida Prompt Payment Act, Part VII, Section 218.735, F.S., during performance of the work as provided in paragraphs below. All such payments will be measured by the Schedule of Values (and in the case of unit price work based on the number of units completed) or, in the event there is no Schedule of Values, as provided in the General Requirements:

5.02.1.1 Progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as County Designated Representative may determine or County may withhold, including but not limited to liquidated damages, in accordance with the Contract Documents:

5.02.1.1.1 Ninety-five percent (95%) of work completed (with the balance being retainage); and

5.02.1.1.2 Ninety-five percent (95%) of cost of materials and equipment not incorporated in the work (with the balance being retainage).

5.03 Final Payment:

5.03.1 Upon receipt of the final Application for Payment accompanied by County Designated Representative's recommendation of payment in accordance with the ITB, section titled "SPECIAL CONDITIONS", paragraph 21, titled "Payments to Contractor and Completion", subparagraph B, titled "Progress Payments", subparagraph 1 titled "Application for Payments", item A, County shall pay Vendor/Contractor the remainder of the Contract Price as recommended by County Designated Representative, less any sum County is entitled to set off against County Designated Representative's recommendation, including but not limited to liquidated damages.

5.03.2 Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the County to the Vendor/Contractor when the work has been completed, the Contract fully performed, NPDES – FDEP Notice of Termination (NOT) has been delivered to the County Designated Representative, and a final Certificate for Payment has been issued by the County Designated Representative.

ARTICLE 6 – INTEREST

All moneys not paid when due shall bear interest at the maximum legal rate.

ARTICLE 7 – VENDOR/CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce County to enter into this Contract Vendor/Contractor makes the following representations:

7.01.1 Vendor/Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bid Documents.

7.01.2 Vendor/Contractor has visited the Site and become familiar with and is satisfied with the general, local, and Site conditions that may affect cost, progress, and performance of the work.

7.01.3 Vendor/Contractor is familiar with and is satisfied with all Federal, State, and local laws and regulations that may affect cost, progress, and performance of the work.

7.01.4 Vendor/Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

7.01.5 Vendor/Contractor is aware of the general nature of work to be performed by County and others at the Site that relates to the work as indicated in the Contract Documents.

7.01.6 Vendor/Contractor has correlated the information known to Vendor/Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

7.01.7 Vendor/Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Vendor/Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Vendor/Contractor.

7.01.8 The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.

ARTICLE 8 – MISCELLANEOUS

8.01 Terms:

Terms used in this Contract will have the meanings stated in the Contract Documents.

8.02 Assignment of Contract:

No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.03 Severability:

Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon County and Vendor/Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.04 This Contract may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

ARTICLE 9 – CONTRACT PAYMENT

9.01 The County agrees to pay the Vendor/Contractor for the faithful performance under this Contract for the agreed amount of One Million Seven Hundred and Six Thousand One Hundred Eighty Dollars and Thirty Cents ($1,706,180.30) and is based on the lump sum prices contained herein and subject to additions or deductions as modified.

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SIGNATURES ON NEXT PAGE

OWNER/COUNTY:
HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

By: Brian Hawkins

Title: Chairman

[CORPORATE SEAL]

Heidi Kuspic, Deputy Clerk

Attest: Douglas A. Chorvat, Jr.

Title: Clerk of Circuit Court & Comptroller

Address for giving notices:

15470 Flight Path Dr.

Brooksville, FL 34604

VENDOR/CONTRACTOR

Highway Safety Devices, INC.

By: Gordon Johnson

Title: President

[CORPORATE SEAL]

Attest: Alexis Terry

Title: Accounting Manager

Address for giving notices:

6480 Harney Rd.
Tampa, FL 33610

Agent for service of process:

(If Vendor/Contractor is a corporation or a partnership, attach evidence of authority to sign.)

Board of County Commissioners

AGENDA ITEM

Meeting: 11/19/2024
Department: Procurement Department
Prepared By: Julie Crull
Initiator: Carla Rossiter-Smith
DOC ID: 14661
Legal Request Number: 2024-384-1
Bid/Contract Number: 24-CG00864/JC

TITLE

Award of Construction Agreement to Highway Safety Devices, Inc., for New Traffic Signal Construction for Wilfong Citizens Center for Success on Spring Hill Drive and Traffic Signal Improvements at Intersection of Mariner Boulevard and Landover Boulevard South for Department of Public Works (Contract No. 24-CG00864/JC; Amount: $1,706,180.30)

BRIEF OVERVIEW

The Procurement Department issued Invitation to Bid (ITB) No. 24-CG00864/JC on August 21, 2024, at the request of the Hernando County Department of Public Works, to obtain bids for the New Traffic Signal Construction for Wilfong Citizens Center for Success on Spring Hill Dr & Traffic Signal Improvements at the Intersection of Mariner Blvd & Landover Blvd South.

The Procurement Department staff placed the legal advertisement in the Hernando Sun on August 23, 2024, the Tampa Bay Times on August 25, 2024, and the OpenGov website on August 21, 2024. The bid was sent to three thousand three hundred ninety (3,390) matching vendor/contractors from the website. The bid document was downloaded by thirty-four (34) vendor/contractors and two (2) bid submissions were received.

BIDs RECEIVED:

Highway Safety Devices, Inc.	$1,706,180.30
Ajax Paving Industries of Florida, LLC	$3,086,647.00

Bids were reviewed and evaluated by the Procurement Department to determine if they were responsive and responsible. The bids were then reviewed and evaluated by the Hernando County Department of Public Works' staff for award recommendation based on price, conformance with specifications and the Bidder's ability to perform the contract in accordance with the terms, conditions and specifications required.

A Notice of Intent to Award the contract to Highway Safety Devices, Inc., dated October 31, 2024, was posted to the OpenGov website and posted to the Hernando County Administration electronic public bulletin board. No challenges to the Notice of Intent to Award were received.

The Chief Procurement Officer has reviewed this requirement for conformance to Procurement Ordinance and Purchasing Policies and Procedures.

FINANCIAL IMPACT

Funds of $1,706,180.30 are available in the following accounts:

Traffic Signal Construction for Wilfong Citizens Center for Success
Fund: 0011 - General Fund, **Department: 31001** - BCC-County Government & Education Center, **Account: 5606201** - Buildings-Construction and/or Improvements in the amount of $910,971. The $910,971 is the balance remaining after the sign project associated with LS

14661, in the amount of $120,766. clears.

Fund: 3321 - Impact Fee, **Department: 01662** - Impact Fee-Public Bldgs., **Account: 5303101** - Professional Services, in the amount of $124,000.

Traffic Signal Improvements at Mariner Blvd. and Landover Blvd. South
Fund: 1015 - COUNTY FUEL TAX, **Department: 03221** - County Fuel Tax, **Account: 5616307** - Improvements-Signals in the amount of $671,209.30.

LEGAL NOTE
In accordance with Part II, Chapter 2, Article V of the Hernando County Code of Ordinances

RECOMMENDATION
It is recommended that the Board approve and authorize the Chairman's signature on the attached agreement for award to Highway Safety Devices, Inc., Contract No. 24-CG00864/JC for new traffic signal construction for Wilfong Citizens Center for Success on Spring Hill Drive and traffic signal improvements at the intersection of Mariner Boulevard and Landover Boulevard South in the bid amount of $1,706,180.30.

It is further recommended the Board approve the Chief Procurement Officer to approve change orders as they become necessary and required up to the budgeted amounts.

REVIEW PROCESS

Laura Borgesi	Approved	11/04/2024 12:07 PM
Elaine Singer	Approved	11/04/2024 12:32 PM
Todd Crosby	Approved	11/06/2024 8:23 AM
Scott Herring	Approved	11/06/2024 8:42 AM
Mindy Rivera	Delegated	11/06/2024 9:34 AM
Jodi Florio	Delegated	11/07/2024 10:35 AM
Mindy Rivera	Approved	11/07/2024 10:56 AM
Jodi Florio	Approved	11/07/2024 11:12 AM
Albert Bertram	Delegated	11/08/2024 10:48 AM
Jodi Florio	Approved	11/08/2024 2:57 PM
Carla Rossiter-Smith	Approved	11/08/2024 3:43 PM
Pamela Hare	Approved	11/08/2024 5:39 PM
Melissa Tartaglia	Approved	11/10/2024 11:04 AM
Heidi Prouse	Approved	11/12/2024 11:11 AM
Jeffrey Rogers	Approved	11/13/2024 3:49 PM
Colleen Conko	Approved	11/13/2024 3:57 PM

RESULT:	**ADOPTED**
MOVER:	Steve Champion
SECONDER:	Jerry Campbell
AYES:	Hawkins, Campbell, Allocco, Amsler and Champion

PROCUREMENT DEPARTMENT

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

November 20, 2024

Highway Safety Devices, Inc.
Attn: Lou Buenaventura, EVP
6480 Harney Road
Tampa, FL 33610

Via Email: loub@highwaysafetydevices.com

RE: Notice of Award for Contract No. 24-CG00864/JC
New Traffic Signal Construction for Wilfong Citizens Center for Success on Spring Hill Dr & Traffic Signal Improvements at the Intersection of Mariner Blvd & Landover Blvd South

Dear Mr. Buenaventura,

Please be advised that the County has approved the award of the above-referenced Contract to your firm. The Contract, as approved, is effective as of November 19, 2024. To remain compliant, your certificate of insurance ("COI") must remain current at the required amounts specified in the Solicitation Documents.

A copy of the executed Contract is attached for your records. If you have any further questions, please contact Julie Crull, Purchasing Agent II, via email at jcrull@co.hernando.fl.us or via telephone at 352-754-4020.

Sincerely,

Julie Crull

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

Attachment

pc via email: Toni Brady, Deputy County Administrator
J. Scott Herring P.E., Director of Public Works
D. Todd Crosby P.E., Assistant County Engineer
Laura Borgesi P.E., Project Manager
Erik Van De Boogaard, Construction Projects Coordinator
Elaine Singer, Finance Manager

Contract File No. 24-CG00864/JC, Doc. ID No. 14661

NOVATION AGREEMENT

This Agreement is entered into as of January 20, 2026 by Highway Safety Devices, LLC duly organized and existing under the laws of the State of Florida, with its principal office in Tampa, FL (hereinafter referred to as the "Transferor");Traffic Management Solutions, LLC, a corporation duly organized and existing under the laws of the State of Florida, with its principal office in West Palm Beach, Florida (hereinafter referred to as the "Transferee"); and the Hernando County Board of County Commissioners (hereinafter referred to as the "County").

A. THE PARTIES AGREE TO THE FOLLOWING FACTS:

1 The County has entered into certain contracts and purchase orders with the Transferor, all as set forth in the attached list marked "Exhibit A" to this Agreement and herein incorporated by reference. The term "Contract" as used in this Agreement, means the above contract and purchase orders listed in Exhibit A, and all other contracts and purchase orders, including all modifications made between the County and the Transferor before the effective date of this Agreement (whether or not performance and payment have been completed and releases executed if the County or the Transferor has any remaining rights, duties, or obligations under this Contract and purchase orders). Included in the term "Contract" are also all modifications made under the terms and conditions of this Contract and purchase orders between the County and the Transferee, on or after the effective date of this Agreement.

2 As of November 7, 2025, the Transferor has transferred to the Transferee the entire portion of the assets of the Transferor involved in performing said Contract by virtue of the Articles of Merger for Florida Profit or Non-Profit Corporation dated November 4, 2025, between the Transferor and the Transferee.

3 The Transferee, by virtue of the above transfer, has acquired the entire portion of the assets of the Transferor involved in performing said Contract.

4 The Transferee has assumed all obligations and liabilities of the Transferor under the Contract by virtue of the above transfer.

5 The Transferee is in a position to fully perform all obligations that may exist under the Contract.

6 It is consistent with the County's interest to recognize the Transferee as the successor party to the Contract.

7 Evidence of the above transfer has been filed with the County.

B. IN CONSIDERATION OF THESE FACTS, THE PARTIES AGREE THAT BY THIS AGREEMENT:

1 The Transferor confirms the transfer to the Transferee, and waives any claims and rights against the County that it now has or may have in the future in connection with the Contract.

2 The Transferee agrees to be bound by and to perform each Contract in accordance with the conditions contained in the Contract. The Transferee also assumes all obligation and liabilities of, and all claims against, the Transferor under the Contract as if the Transferee were the original party to the Contract.

3 The Transferee ratifies all previous actions taken by the Transferor with respect to the Contracts, with the same force and effect as If the action had been taken by the Transferee.

4 The County recognizes the Transferee as the Transferor's successor in interest in and to the Contract. The Transferee by this Agreement becomes entitled to all rights, titles, and interests of the Transferor in and to the Contract as the Transferee were the original party to the Contract. Following the effective date of this Agreement, the term "Contractor," as used in the Contract, shall refer to the Transferee.

5 Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of the County against the Transferor.

6 All payments and reimbursements previously made by the County to the Transferor, and all other previous actions taken by the County under the Contracts, shall be considered to have discharged those parts of the County's obligations under the Contract. All payments and reimbursements made by the County after the date of this Agreement in the name of or to the Transferor shall have the same force and effect as if made to the Transferee, and shall constitute a complete discharge of the County's obligations under the Contract, to the extent of the amounts paid or reimbursed.

7 The Transferor and the Transferee agree that the County is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer or this Agreement, other than those that the County in the absence of this transfer or Agreement would have been obligated to pay or reimburse under the terms of the Contract.

8 The Transferor guarantees payment of all liabilities and the performance of all obligations that the Transferee assumes under this Agreement or may undertake in the future should these Contracts be modified under their terms and conditions. The Transferor waives notice of, and consents to, any such future modifications.

9 The Contract shall remain in full force and effect, except as modified by this Agreement. Each party has executed this Agreement as of the day and year first above written.

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS (County)

By: _____

Title: CPO

Highway Safety Devices, LLC.(Transferor)

By: _____

Title: CEO

Traffic Management Solutions, LLC(Transferee)

By: _____

Title: CEO

CERTIFICATE

I, Arial Wing certify that I am the Secretary of Highway Safety Devices, LLC; that James Westbrooks, who signed this Agreement for this corporation, was then of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers.

Witness my hand and the seal of this corporation this day of January 16th, 2026.

HIGHWAY SAFETY DEVICES, LLC [CORPORATE SEAL]

_____
Secretary

ARIAL WING
Notary Public - State of Florida
Commission # HH 263482
My Comm. Expires May 11, 2026
Bonded through National Notary Assn.

CERTIFICATE

I, Arial Wing, certify that I am the Secretary of Traffic Management Solutions, LLC.; that JamesWestbrooks, who signed this Agreement for this corporation, was then of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers.

Witness my hand and the seal of this corporation this day of January 16th, 2026.

TRAFFIC MANAGEMENT SOLUTIONS. [CORPORATE SEAL]

_____

ARIAL WING
Notary Public - State of Florida
Commission # HH 263482
My Comm. Expires May 11, 2026
Bonded through National Notary Assn.

Secretary

EXHIBIT "A"

EXISTING CONTRACTS AND PURCHASE ORDERS

Purchase **Order No.**	**Contract No_**	**Task Order No_**	**Project Name**
PO25000414	24-CG00864	N/A	*New Traffic Signal Construction for Wilfong Citizens Center for Success on Spring Hill Dr & Traffic Signal Improvements at the Intersection of Mariner Blvd & Landover Blvd South*
PO25000409	24-CG00864	N/A	New Traffic Signal Construction for Wilfong Citizens Center for Success on Spring Hill Dr & Traffic Signal Improvements at the Intersection of Mariner Blvd & Landover Blvd South

LR-2024-384-3

HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS
15470 FLIGHT PATH DR
BROOKSVILLE, FL 34604

PURCHASE ORDER-CHANGE NO. 25000414-3

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VENDOR
jims@highwaysafetydevices.com
75935 FAX: 813-757-0924
HIGHWAY SAFETY DEVICES INC
6480 HARNEY RD
TAMPA FL 33610-9592

SHIP TO
DPW ADMINISTRATION
1525 EAST JEFFERSON STREET
BUILDING A
BROOKSVILLE FL 34601

ORDER DATE: 12/17/24	BUYER: SBROWN	REQ. NO.: RQ250431	REQ. DATE:
TERMS: NET 30 DAYS	F.O.B.: DESTINATION	DESC.: MARINER BLVD & LANDOVER B	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION

This Purchase is in accordance with Hernando County Contract
No.24-CG00864/JC, BOCC Approved on: 11/19/2024, Doc ID No.14661. The Contract Terms and Conditions apply, and the Purchase Order Terms and Conditions do not apply to this purchase. A Notice to Proceed will be issued at a later date in advance of work being performed. The Period of Performance is: substantially complete within 365 days from NTP date and ready for final payment within 395 days. PO will remain open until the construction project is completed.

The County Contact Person is: Laura A. Borgesi, Phone Number: (352) 540-6563
The Contractor Contact is: Kevin P. Greenan, Phone Number: (941) 807-0195
Email:kevin.greenan@dot.state.fl.us

1/14/2025 Change Order No 1 - MP
Contract #: 24-CG00864 Contract Name: New Traffic Signal Construction for Wilfong Citizens Center Success on Spring Hill Dr & Traffic Signal Improvements at the Intersection of Mariner Blvd & Landover Blvd South

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE

PAGE TOTAL $
TOTAL $

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SEE TERMS AND CONDITIONS ON REVERSE SIDE

APPROVED BY: _____
CHIEF PROCUREMENT OFFICER

HERNANDO COUNTY PURCHASE ORDER TERMS AND CONDITIONS

GENERAL

The condition of this order may not be changed by Vendor/Contractor. If order is not acceptable, return to Hernando County Purchasing and Contracts Department. Failure of a Vendor/Contractor to deliver according to this purchase order awarded to him or to comply with any of the terms and conditions therein may disqualify him from receiving future orders.

QUALITY

All material or services furnished on this order must be as specified and subject to County inspection and approval within a reasonable time after delivery at destination. Variations in materials or services from those specified in this order must not be made without written authority from the Chief Procurement Officer. Materials rejected will be returned at the Vendor/Contractor's risk and expense.

QUANTITY/PRICE

The quantity of materials ordered or the prices specified must not be exceeded without written authority being first obtained from the Chief Procurement Officer.

INDEMNITY AND INSURANCE

The Vendor/Contractor agrees to indemnify and hold harmless Hernando County, including its officers, agents and employees, from all claims, damages, losses and expenses, including reasonable attorneys' fees, and costs brought or incurred on account of injuries or damages sustained by any party due to the operations of the Vendor/Contractor under this contract. The Vendor/Contractor further agrees to provide workers' compensation for all employees, and to maintain such general and auto liability insurance as is deemed necessary by the County for the particular circumstances and operations of the Vendor/Contractor. The Vendor/Contractor further agrees to provide the County with Certificates of Insurance, indicating the amount of coverage in force, upon request.

PACKING

Packages must be plainly marked with shipper's name and purchase order number; charges are not allowed for boxing or crating unless previously agreed upon in writing.

DELIVERY

All materials must be shipped F. O. B. destination. The County will pay no freight or express charges, except by previous agreement. If specific purchase is negotiated on the basis of F.O.B. shipping point, VENDOR/CONTRACTOR ARE TO PREPAY SHIPPING CHARGES AND ADD TO INVOICE. Delivery must actually be affected within the time stated on purchase made between 8:00 AM and 5:00 PM Monday to Friday inclusive unless otherwise stated. In case of default by the Vendor/Contractor, Hernando County may procure the articles or services covered by this order from other sources and hold the Vendor/Contractor responsible for any excess occasioned thereby.

PAYMENT

Partial billing will be accepted only for items received within the specified delivery period. Payments for items delivered after this specified delivery period will be made after the entire order is completed and accepted by Hernando County. Payment shall be made in accordance with Florida Statute 218, Florida Prompt Payment Act. Payment for accepted equipment/supplies/services will be accomplished by submission of an invoice, in duplicate; to the Ship To Address on the front of the purchase order unless otherwise indicated.

MATERIAL SAFETY DATA SHEET

The Vendor/Contractor agrees to furnish Hernando County with a current Material Safety Data Sheet (MSDS) on or before delivery of each and every hazardous chemical or substance purchased which is classified as toxic under Florida Statute 442. Appropriate labels and MSDSs shall be provided for all shipments. Send MSDSs and other pertinent data to: Hernando County Purchasing and Contracts Department, 20 North Main Street, Room 365, Brooksville, FL 34601-2828.

OSHA REQUIREMENT

The Vendor/Contractor or contractor hereby guarantees Hernando County that all materials, supplies and equipment as listed on the purchase order meet the requirements, specifications and standards as provided for under the Federal Occupations Safety and Health Administration Act of 1970, as from time to time amended and in force at the date thereof.

LEGALLY AUTHORIZED WORKFORCE

VENDOR/CONTRACTOR represents and warrants that 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. VENDOR/CONTRACTOR is encouraged (but not required) to incorporate the IMAGE best practices into its business and, when practicable, incorporate verification requirements into its agreements with subcontractors. The IMAGE Best Practices can be found on the COUNTY'S website at www.hernandocounty.us/pur/.

INSURANCE

The Contractor shall maintain in effect at all times during the performance of the services insurance coverage according to the Contract between Contractor and COUNTY. All waiver of subrogation provisions of the Contract apply. In the absence of a current Contract, the Contractor shall, at its sole expense, maintain in effect at all times during the performance of the services insurance coverage with limits not less than those set forth below (unless the County agrees in writing to lower limits) and with insurers and under forms of policies satisfactory to COUNTY; Contractor shall endorse Hernando County as an additional insured on the commercial general liability (additional insured shall read "Hernando County Board of County Commissioners); Contractor waives subrogation as to the General Liability policy unless a policy condition prohibits pre-loss waiver of subrogation, in which case Contractor shall request of the insurer that the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others unless such policy prohibits such an endorsement or voids coverage should VENDOR/CONTRACTOR enter into such an agreement on a pre-loss basis.

Coverage	Minimum Amounts and Limits
(a) Worker's Compensation	Statutory requirements at location of work
Employer's Liability	$ 100,000 each accident
	$ 100,000 by employee
	$ 500,000 policy limit
(b) Commercial General Liability	$ 2,000,000 General Aggregate
(Additional Insured & Wavier	$ 2,000,000 Products-Comp. Ops Agg.
Of Subrogation)	$ 1,000,000 Each Occurrence
	$ 5,000 Medical Expense
(c) Automobile Liability	$ 1,000,000 Combined Single Limit (owned, hired and non-owned)
Option of Split Limits:	
(1.) Bodily Injury	$ 1,000,000 Per Person or $1,000,000 Per Accident

HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS
15470 FLIGHT PATH DR
BROOKSVILLE, FL 34604

PURCHASE ORDER-CHANGE NO. 25000414-3

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VENDOR
jims@highwaysafetydevices.com
75935 FAX: 813-757-0924
HIGHWAY SAFETY DEVICES INC
6480 HARNEY RD
TAMPA FL 33610-9592

SHIP TO
DPW - ADMINISTRATION
1525 EAST JEFFERSON STREET
BUILDING A
BROOKSVILLE FL 34601

ORDER DATE: 12/17/24	BUYER: SBROWN	REQ. NO.: RQ250431	REQ. DATE:
TERMS: NET 30 DAYS	F.O.B.: DESTINATION	DESC.: MARINER BLVD & LANDOVER B	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			Grant GMS #: N/A This is a no cost change order; Change Order #1 is needed to complete an administrative change to PO to invert all line items with lump sum per line item. A Notice to Proceed will be issued at a later date in advance of work being performed. Lines 1) through 25) Dept 03221 Account 5616307 Project # 109860 1/16/2025 Change Order No 2 - MP Contract #: 24-CG00864 Contract Name: New Traffic Signal Construction for Wilfong Citizens Center Success on Spring Hill Dr & Traffic Signal Improvements at the Intersection of Mariner Blvd & Landover Blvd South Grant GMS #: N/A CO#2 ADMINISTRATIVE CHANGE ORDER To enter information not entered correctly on CO#1 see below original request.		

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL $
				TOTAL $

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SEE TERMS AND CONDITIONS ON REVERSE SIDE

APPROVED BY: _____
CHIEF PROCUREMENT OFFICER

HERNANDO COUNTY PURCHASE ORDER TERMS AND CONDITIONS

GENERAL

The condition of this order may not be changed by Vendor/Contractor. If order is not acceptable, return to Hernando County Purchasing and Contracts Department. Failure of a Vendor/Contractor to deliver according to this purchase order awarded to him or to comply with any of the terms and conditions therein may disqualify him from receiving future orders.

QUALITY

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QUANTITY/PRICE

The quantity of materials ordered or the prices specified must not be exceeded without written authority being first obtained from the Chief Procurement Officer.

INDEMNITY AND INSURANCE

The Vendor/Contractor agrees to indemnify and hold harmless Hernando County, including its officers, agents and employees, from all claims, damages, losses and expenses, including reasonable attorneys' fees, and costs brought or incurred on account of injuries or damages sustained by any party due to the operations of the Vendor/Contractor under this contract. The Vendor/Contractor further agrees to provide workers' compensation for all employees, and to maintain such general and auto liability insurance as is deemed necessary by the County for the particular circumstances and operations of the Vendor/Contractor. The Vendor/Contractor further agrees to provide the County with Certificates of Insurance, indicating the amount of coverage in force, upon request.

PACKING

Packages must be plainly marked with shipper's name and purchase order number; charges are not allowed for boxing or crating unless previously agreed upon in writing.

DELIVERY

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PAYMENT

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MATERIAL SAFETY DATA SHEET

The Vendor/Contractor agrees to furnish Hernando County with a current Material Safety Data Sheet (MSDS) on or before delivery of each and every hazardous chemical or substance purchased which is classified as toxic under Florida Statute 442. Appropriate labels and MSDSs shall be provided for all shipments. Send MSDSs and other pertinent data to: Hernando County Purchasing and Contracts Department, 20 North Main Street, Room 365, Brooksville, FL 34601-2828.

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LEGALLY AUTHORIZED WORKFORCE

VENDOR/CONTRACTOR represents and warrants that 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. VENDOR/CONTRACTOR is encouraged (but not required) to incorporate the IMAGE best practices into its business and, when practicable, incorporate verification requirements into its agreements with subcontractors. The IMAGE Best Practices can be found on the COUNTY'S website at www.hernandocounty.us/pur/.

INSURANCE

The Contractor shall maintain in effect at all times during the performance of the services insurance coverage according to the Contract between Contractor and COUNTY. All waiver of subrogation provisions of the Contract apply. In the absence of a current Contract, the Contractor shall, at its sole expense, maintain in effect at all times during the performance of the services insurance coverage with limits not less than those set forth below (unless the County agrees in writing to lower limits) and with insurers and under forms of policies satisfactory to COUNTY; Contractor shall endorse Hernando County as an additional insured on the commercial general liability (additional insured shall read "Hernando County Board of County Commissioners); Contractor waives subrogation as to the General Liability policy unless a policy condition prohibits pre-loss waiver of subrogation, in which case Contractor shall request of the insurer that the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others unless such policy prohibits such an endorsement or voids coverage should VENDOR/CONTRACTOR enter into such an agreement on a pre-loss basis.

Coverage	Minimum Amounts and Limits
(a) Worker's Compensation	Statutory requirements at location of work
Employer's Liability	$ 100,000 each accident
	$ 100,000 by employee
	$ 500,000 policy limit
(b) Commercial General Liability	$ 2,000,000 General Aggregate
(Additional Insured & Wavier	$ 2,000,000 Products-Comp. Ops Agg.
Of Subrogation)	$ 1,000,000 Each Occurrence
	$ 5,000 Medical Expense
(c) Automobile Liability	$ 1,000,000 Combined Single Limit (owned, hired and non-owned)
Option of Split Limits:	
(1.) Bodily Injury	$ 1,000,000 Per Person or $1,000,000 Per Accident

HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS
15470 FLIGHT PATH DR
BROOKSVILLE, FL 34604

PURCHASE ORDER-CHANGE NO. 25000414-3

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VENDOR
jims@highwaysafetydevices.com
75935 FAX: 813-757-0924
HIGHWAY SAFETY DEVICES INC
6480 HARNEY RD
TAMPA FL 33610-9592

SHIP TO
DPW - ADMINISTRATION
1525 EAST JEFFERSON STREET
BUILDING A
BROOKSVILLE FL 34601

ORDER DATE: 12/17/24	BUYER: SBROWN	REQ. NO.: RQ250431	REQ. DATE:
TERMS: NET 30 DAYS	F.O.B.: DESTINATION	DESC.: MARINER BLVD & LANDOVER B	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION

This is a no cost change order; Change Order #1 is needed to complete an administrative change to PO to invert all line items with lump sum per line item for all lines on PO.

Lines 1) through 25) Dept 03221 Account 5616307
Project # 10986

2/2/2026 Change Order No 3 - MP
Contract #: 24-CG00864 Contract Name: New Traffic Signal Construction for Wilfong Citizens Center Success on Spring Hill Dr & Traffic Signal Improvements at the Intersection of Mariner Blvd & Landover Blvd South
CO #: 3 is to Close out PO#25000414 under Highway Safety Devices, Inc (Vendor#75935) due to merger with all assets transfer to Traffic Management Solutions, LLC TO Open new PO TMS
Decrease Line 2 $-32,890; New Line Total $17,710.00
Decrease Line 3 $-21,930.00; New Line Total $51,170.00
Decrease Line 4 $-4,620.00; New Line Total $0.00
Decrease Line 6 $-2,777.50; New Line Total $0.00
Decrease Line 7 $-13,600.00; New Line Total $0.00
Decrease Line 9 $-11,000.00; New Line Total $0.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL $
				TOTAL $

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SEE TERMS AND CONDITIONS ON REVERSE SIDE

APPROVED BY: _____
CHIEF PROCUREMENT OFFICER

HERNANDO COUNTY PURCHASE ORDER TERMS AND CONDITIONS

GENERAL

The condition of this order may not be changed by Vendor/Contractor. If order is not acceptable, return to Hernando County Purchasing and Contracts Department. Failure of a Vendor/Contractor to deliver according to this purchase order awarded to him or to comply with any of the terms and conditions therein may disqualify him from receiving future orders.

QUALITY

All material or services furnished on this order must be as specified and subject to County inspection and approval within a reasonable time after delivery at destination. Variations in materials or services from those specified in this order must not be made without written authority from the Chief Procurement Officer. Materials rejected will be returned at the Vendor/Contractor's risk and expense.

QUANTITY/PRICE

The quantity of materials ordered or the prices specified must not be exceeded without written authority being first obtained from the Chief Procurement Officer.

INDEMNITY AND INSURANCE

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HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS
15470 FLIGHT PATH DR
BROOKSVILLE, FL 34604

PURCHASE ORDER-CHANGE NO. 25000414-3

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VENDOR
jims@highwaysafetydevices.com
75935 FAX: 813-757-0924
HIGHWAY SAFETY DEVICES INC
6480 HARNEY RD
TAMPA FL 33610-9592

SHIP TO
DPW - ADMINISTRATION
1525 EAST JEFFERSON STREET
BUILDING A
BROOKSVILLE FL 34601

ORDER DATE: 12/17/24	BUYER: SBROWN	REQ. NO.: RQ250431	REQ. DATE:
TERMS: NET 30 DAYS	F.O.B.: DESTINATION	DESC.: MARINER BLVD & LANDOVER B	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			Decrease Line 10 $3,217.19; New Line Total $432.81 Decrease Line 11 $8,098.02; New Line Total $14,901.98 Decrease Line 13 $-875.00; New Line Total $0.00 Decrease Line 14 $-1,888.86; New Line Total $311.14 Decrease Line 15 $-125,011.14; New Line Total $46,588.86 Decrease Line 16 $-38,589.06; New Line Total $21,010.94 Decrease Line 17 $-15,150.91; New Line Total $4,449.09 Decrease Line 18 $-2,667.33; New Line Total $8,932.67 Decrease Line 19 $-2,329.17; New Line Total $5,470.83 Decrease Line 20 $-3,121.40; New Line Total $3,638.60 Decrease Line 21 $-2,862.98; New Line Total $4,287.02 Decrease Line 22 $-20,087.07; New Line Total $28,272.93 Decrease Line 23 $-1,636.44; New Line Total $603.56 Decrease Line 24 $-6,880.00; New Line Total $0.00 Decrease Line 25 $-29,859.28; New Line Total $10,540.72 Old PO Total $349,091.35 New PO Total $291,616.15 Dept 03221 Account5616307 Project# 109860		
02	17710.00	JOB	MAINTENANCE OF TRAFFIC	1.0000	17,710.00
03	51170.00	JOB	TEMPORARY SIGNALIZATION & MAINTENANCE, INTERSECTION	1.0000	51,170.00
04	.00	JOB	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	1.0000	.00
06	.00	JOB	CONDUIT, FURNISH & INSTALL, ABOVE GROUND	1.0000	.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE

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APPROVED BY: _____
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PURCHASE ORDER-CHANGE NO. 25000414-3

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SHIP TO
DPW ADMINISTRATION
1525 EAST JEFFERSON STREET
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ORDER DATE: 12/17/24	BUYER: SBROWN	REQ. NO.: RQ250431	REQ. DATE:
TERMS: NET 30 DAYS	F.O.B.: DESTINATION	DESC.: MARINER BLVD & LANDOVER B	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
07	.00	JOB	SIGNAL CABLE-NEW OR RECONSTRUCTED INTERSECTION, FURNISH & INSTALL	1.0000	.00
08	1150.00	JOB	SIGNAL CABLE, REMOVE-INTERSECTION	1.0000	1,150.00
09	.00	JOB	SPAN WIRE ASSEMVLY, F&I, TWO POINT, BOX OR DROP BOX	1.0000	.00
10	432.81	JOB	PULL & SPLICE BOX, F&I, 24" X 36" COVER SIZE	1.0000	432.81
11	14901.98	JOB	PULL & SPLICE BOX, F&I, 17" X 30" COVER SIZE	1.0000	14,901.98
12	4800.00	JOB	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER PURCHASED BY CONTRACTOR	1.0000	4,800.00
13	.00	JOB	ELECTRICAL SERVICE WIRE, FURNISH & INSTALL	1.0000	.00
14	311.14	JOB	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE (12©)	1.0000	311.14
15	46588.86	JOB	PRESTRESSED CONCRETE POLE, F&I, TYPE P-V11	1.0000	46,588.86
16	21010.94	JOB	PRESTRESSED CONCRETE POLE, COMPLETE POLE REMOVAL-POLE, 30© AND GREATER	1.0000	21,010.94
17	4449.09	JOB	ALUMINUM SIGNALS POLE, PEDESTAL	1.0000	4,449.09
18	8932.67	JOB	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 3 SECTION, 1 WAY	1.0000	8,932.67
19	5470.83	JOB	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 4 SECTION, 1 WAY	1.0000	5,470.83

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE

PAGE TOTAL $
TOTAL $

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APPROVED BY: _____
CHIEF PROCUREMENT OFFICER

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PURCHASE ORDER-CHANGE NO. 25000414-3

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6480 HARNEY RD
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SHIP TO
DPW - ADMINISTRATION
1525 EAST JEFFERSON STREET
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BROOKSVILLE FL 34601

ORDER DATE: 12/17/24	BUYER: SBROWN	REQ. NO.: RQ250431	REQ. DATE:
TERMS: NET 30 DAYS	F.O.B.: DESTINATION	DESC.: MARINER BLVD & LANDOVER B	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
20	3638.60	JOB	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 1 WAY	1.0000	3,638.60
21	4287.02	JOB	VEHICLE DETECTION SYSTEM-VIDEO, FURNISH & INSTALL CABINET EQUIPMENT	1.0000	4,287.02
22	28272.93	JOB	VEHICLE DETECTION SYSTEM-VEDIO, FURNISH & INSTALL ABOVE GROUND EQUIPMENT	1.0000	28,272.93
23	603.56	JOB	PEDESTRIAN DETECTOR, FURNISH & INSTALL, STANDARD	1.0000	603.56
24	.00	JOB	SIGN PANEL, FURNISH & INSTALL OVERHEAD MOUNT, UP TO 12SF	1.0000	.00
25	10540.72	JOB	INTERNALLY ILLUMINATED SIGN, FURNISH & INSTALL, OVERHEAD MOUNT, 12-18 SF	1.0000	10,540.72

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
02	03221	5616307	17,710.00	109860
03	03221	5616307	51,170.00	109860
04	03221	5616307	.00	109860
06	03221	5616307	.00	109860
07	03221	5616307	.00	109860
08	03221	5616307	1,150.00	109860
09	03221	5616307	.00	109860
10	03221	5616307	432.81	109860
11	03221	5616307	14,901.98	109860
12	03221	5616307	4,800.00	109860

PAGE TOTAL	$	224,271.15
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SEE TERMS AND CONDITIONS ON REVERSE SIDE

APPROVED BY: Carla Rossetti-Smith
CHIEF PROCUREMENT OFFICER

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ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
13	03221	5616307	.00	109860
14	03221	5616307	311.14	109860
15	03221	5616307	46,588.86	109860
16	03221	5616307	21,010.94	109860
17	03221	5616307	4,449.09	109860
18	03221	5616307	8,932.67	109860
19	03221	5616307	5,470.83	109860
20	03221	5616307	3,638.60	109860
21	03221	5616307	4,287.02	109860
22	03221	5616307	28,272.93	109860

PAGE TOTAL $
TOTAL $

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SEE TERMS AND CONDITIONS ON REVERSE SIDE

APPROVED BY: Carla Rossetti-Smith
CHIEF PROCUREMENT OFFICER

HERNANDO COUNTY PURCHASE ORDER TERMS AND CONDITIONS

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(Additional Insured & Wavier	$ 2,000,000 Products-Comp. Ops Agg.
Of Subrogation)	$ 1,000,000 Each Occurrence
	$ 5,000 Medical Expense
(c) Automobile Liability	$ 1,000,000 Combined Single Limit (owned, hired and non-owned)
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HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS
15470 FLIGHT PATH DR

BROOKSVILLE, FL 34604

PURCHASE ORDER-CHANGE NO. 25000414-3

PDF Copy

VENDOR
jims@highwaysafetydevices.com
75935 FAX: 813-757-0924
HIGHWAY SAFETY DEVICES INC
6480 HARNEY RD
TAMPA FL 33610-9592

SHIP TO
DPW - ADMINISTRATION
1525 EAST JEFFERSON STREET
BUILDING A
BROOKSVILLE FL 34601

ORDER DATE: 12/17/24	BUYER: SBROWN	REQ. NO.: RQ250431	REQ. DATE:
TERMS: NET 30 DAYS	F.O.B.: DESTINATION	DESC.: MARINER BLVD & LANDOVER B	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
23	03221	5616307	603.56	109860
24	03221	5616307	.00	109860
25	03221	5616307	10,540.72	109860

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HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS
15470 FLIGHT PATH DR
BROOKSVILLE, FL 34604

PURCHASE ORDER-CHANGE NO. 25000414-3
CHANGE DATE: 02/02/26

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VENDOR
jims@highwaysafetydevices.com
75935 FAX: 813-757-0924
HIGHWAY SAFETY DEVICES INC
6480 HARNEY RD
TAMPA FL 33610-9592

SHIP TO
DPW - ADMINISTRATION
1525 EAST JEFFERSON STREET
BUILDING A
BROOKSVILLE FL 34601

ORDER DATE: 12/17/24	BUYER: SBROWN	REQ. NO.: RQ250431	REQ. DATE: 11/21/24
TERMS: NET 30 DAYS	F.O.B.: DESTINATION	DESC.: CHANGE ORDER - 3	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION

2/2/2026 Change Order No 3 - MP
Contract #: 24-CG00864 Contract Name: New Traffic Signal Construction for Wilfong Citizens Center Success on Spring Hill Dr & Traffic Signal Improvements at the Intersection of Mariner Blvd & Landover Blvd South
CO #: 3 is to Close out PO#25000414 under Highway Safety Devices, Inc (Vendor#75935) due to merger with all assets transfer to Traffic Management Solutions, LLC TO Open new PO TMS
Decrease Line 2 $-32,890; New Line Total $17,710.00
Decrease Line 3 $-21,930.00; New Line Total $51,170.00
Decrease Line 4 $-4,620.00; New Line Total $0.00
Decrease Line 6 $-2,777.50; New Line Total $0.00
Decrease Line 7 $-13,600.00; New Line Total $0.00
Decrease Line 9 $-11,000.00; New Line Total $0.00
Decrease Line 10 $3,217.19; New Line Total $432.81
Decrease Line 11 $8,098.02; New Line Total $14,901.98
Decrease Line 13 $-875.00; New Line Total $0.00
Decrease Line 14 $-1,888.86; New Line Total $311.14
Decrease Line 15 $-125,011.14; New Line Total $46,588.86 Decrease Line 16 $-38,589.06; New Line Total $21,010.94 Decrease Line 17 $-15,150.91; New Line Total $4,449.09 Decrease Line 18 $-2,667.33; New Line Total $8,932.67
Decrease Line 19 $-2,329.17; New Line Total $5,470.83
Decrease Line 20 $-3,121.40; New Line Total $3,648.60

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL $
				TOTAL $

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APPROVED BY: _____
CHIEF PROCUREMENT OFFICER

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HERNANDO COUNTY
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PURCHASE ORDER-CHANGE NO. 25000414-3
CHANGE DATE: 02/02/26

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75935 FAX: 813-757-0924
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6480 HARNEY RD
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SHIP TO
DPW - ADMINISTRATION
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ORDER DATE: 12/17/24	BUYER: SBROWN	REQ. NO.: RQ250431	REQ. DATE: 11/21/24
TERMS: NET 30 DAYS	F.O.B.: DESTINATION	DESC.: CHANGE ORDER - 3	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			Decrease Line 21 $-2,862.98; New Line Total $4,287.02 Decrease Line 22 $-20,087.07; New Line Total $28,272.93 Decrease Line 23 $-1,636.44; New Line Total $603.56 Decrease Line 24 $-6,880.00; New Line Total $0.00 Decrease Line 25 $-29,859.28; New Line Total $10,540.72 Old PO Total $349,091.35 New PO Total $291,616.15 Dept 03221 Account5616307 Project# 109860		
02	-32890.00	JOB	MAINTENANCE OF TRAFFIC	.0000	-32,890.00
03	-21930.00	JOB	TEMPORARY SIGNALIZATION & MAINTENANCE, INTERSECTION	.0000	-21,930.00
04	-4620.00	JOB	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	.0000	-4,620.00
06	-2777.50	JOB	CONDUIT, FURNISH & INSTALL, ABOVE GROUND	.0000	-2,777.50
07	-13600.00	JOB	SIGNAL CABLE-NEW OR RECONSTRUCTED INTERSECTION, FURNISH & INSTALL	.0000	-13,600.00
08	.00	JOB	SIGNAL CABLE, REMOVE-INTERSECTION	.0000	.00
09	-11000.00	JOB	SPAN WIRE ASSEMVLY, F&I, TWO POINT, BOX OR DROP BOX	.0000	-11,000.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
02	03221	5616307	-32,890.00	109860
03	03221	5616307	-21,930.00	109860
04	03221	5616307	-4,620.00	109860
06	03221	5616307	-2,777.50	109860
07	03221	5616307	-13,600.00	109860
08	03221	5616307	.00	109860
09	03221	5616307	-11,000.00	109860
10	03221	5616307	-3,217.19	109860
11	03221	5616307	-8,098.02	109860
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PAGE TOTAL $ -86,817.50
TOTAL $

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BROOKSVILLE FL 34601

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ORDER DATE: 12/17/24	BUYER: SBROWN	REQ. NO.: RQ250431	REQ. DATE: 11/21/24
TERMS: NET 30 DAYS	F.O.B.: DESTINATION	DESC.: CHANGE ORDER - 3	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
10	-3217.19	JOB	PULL & SPLICE BOX, F&I, 24" X 36" COVER SIZE	.0000	-3,217.19
11	-8098.02	JOB	PULL & SPLICE BOX, F&I, 17" X 30" COVER SIZE	.0000	-8,098.02
12	.00	JOB	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER PURCHASED BY CONTRACTOR	.0000	.00
13	-875.00	JOB	ELECTRICAL SERVICE WIRE, FURNISH & INSTALL	.0000	-875.00
14	-1888.86	JOB	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE (12©)	.0000	-1,888.86
15	*********	JOB	PRESTRESSED CONCRETE POLE, F&I, TYPE P-V11	.0000	-125,011.14
16	-38589.06	JOB	PRESTRESSED CONCRETE POLE, COMPLETE POLE REMOVAL-POLE, 30© AND GREATER	.0000	-38,589.06
17	-15150.91	JOB	ALUMINUM SIGNALS POLE, PEDESTAL	.0000	-15,150.91
18	-2667.33	JOB	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 3 SECTION, 1 WAY	.0000	-2,667.33
19	-2329.17	JOB	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 4 SECTION, 1 WAY	.0000	-2,329.17
20	-3121.40	JOB	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 1 WAY	.0000	-3,121.40
21	-2862.98	JOB	VEHICLE DETECTION SYSTEM-VIDEO, FURNISH	.0000	-2,862.98

PAGE TOTAL $ -203,811.06
TOTAL $

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
13	03221	5616307	-875.00	109860
14	03221	5616307	-1,888.86	109860
15	03221	5616307	-125,011.14	109860
16	03221	5616307	-38,589.06	109860
17	03221	5616307	-15,150.91	109860
18	03221	5616307	-2,667.33	109860
19	03221	5616307	-2,329.17	109860
20	03221	5616307	-3,121.40	109860
21	03221	5616307	-2,862.98	109860
22	03221	5616307	-20,087.07	109860

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SEE TERMS AND CONDITIONS ON REVERSE SIDE

APPROVED BY: Carla Rossetti-Smith
CHIEF PROCUREMENT OFFICER

HERNANDO COUNTY PURCHASE ORDER TERMS AND CONDITIONS

GENERAL

The condition of this order may not be changed by Vendor/Contractor. If order is not acceptable, return to Hernando County Purchasing and Contracts Department. Failure of a Vendor/Contractor to deliver according to this purchase order awarded to him or to comply with any of the terms and conditions therein may disqualify him from receiving future orders.

QUALITY

All material or services furnished on this order must be as specified and subject to County inspection and approval within a reasonable time after delivery at destination. Variations in materials or services from those specified in this order must not be made without written authority from the Chief Procurement Officer. Materials rejected will be returned at the Vendor/Contractor's risk and expense.

QUANTITY/PRICE

The quantity of materials ordered or the prices specified must not be exceeded without written authority being first obtained from the Chief Procurement Officer.

INDEMNITY AND INSURANCE

The Vendor/Contractor agrees to indemnify and hold harmless Hernando County, including its officers, agents and employees, from all claims, damages, losses and expenses, including reasonable attorneys' fees, and costs brought or incurred on account of injuries or damages sustained by any party due to the operations of the Vendor/Contractor under this contract. The Vendor/Contractor further agrees to provide workers' compensation for all employees, and to maintain such general and auto liability insurance as is deemed necessary by the County for the particular circumstances and operations of the Vendor/Contractor. The Vendor/Contractor further agrees to provide the County with Certificates of Insurance, indicating the amount of coverage in force, upon request.

PACKING

Packages must be plainly marked with shipper's name and purchase order number; charges are not allowed for boxing or crating unless previously agreed upon in writing.

DELIVERY

All materials must be shipped F. O. B. destination. The County will pay no freight or express charges, except by previous agreement. If specific purchase is negotiated on the basis of F.O.B. shipping point, VENDOR/CONTRACTOR ARE TO PREPAY SHIPPING CHARGES AND ADD TO INVOICE. Delivery must actually be affected within the time stated on purchase made between 8:00 AM and 5:00 PM Monday to Friday inclusive unless otherwise stated. In case of default by the Vendor/Contractor, Hernando County may procure the articles or services covered by this order from other sources and hold the Vendor/Contractor responsible for any excess occasioned thereby.

PAYMENT

Partial billing will be accepted only for items received within the specified delivery period. Payments for items delivered after this specified delivery period will be made after the entire order is completed and accepted by Hernando County. Payment shall be made in accordance with Florida Statute 218, Florida Prompt Payment Act. Payment for accepted equipment/supplies/services will be accomplished by submission of an invoice, in duplicate; to the Ship To Address on the front of the purchase order unless otherwise indicated.

MATERIAL SAFETY DATA SHEET

The Vendor/Contractor agrees to furnish Hernando County with a current Material Safety Data Sheet (MSDS) on or before delivery of each and every hazardous chemical or substance purchased which is classified as toxic under Florida Statute 442. Appropriate labels and MSDSs shall be provided for all shipments. Send MSDSs and other pertinent data to: Hernando County Purchasing and Contracts Department, 20 North Main Street, Room 365, Brooksville, FL 34601-2828.

OSHA REQUIREMENT

The Vendor/Contractor or contractor hereby guarantees Hernando County that all materials, supplies and equipment as listed on the purchase order meet the requirements, specifications and standards as provided for under the Federal Occupations Safety and Health Administration Act of 1970, as from time to time amended and in force at the date thereof.

LEGALLY AUTHORIZED WORKFORCE

VENDOR/CONTRACTOR represents and warrants that 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. VENDOR/CONTRACTOR is encouraged (but not required) to incorporate the IMAGE best practices into its business and, when practicable, incorporate verification requirements into its agreements with subcontractors. The IMAGE Best Practices can be found on the COUNTY'S website at www.hernandocounty.us/pur/.

INSURANCE

The Contractor shall maintain in effect at all times during the performance of the services insurance coverage according to the Contract between Contractor and COUNTY. All waiver of subrogation provisions of the Contract apply. In the absence of a current Contract, the Contractor shall, at its sole expense, maintain in effect at all times during the performance of the services insurance coverage with limits not less than those set forth below (unless the County agrees in writing to lower limits) and with insurers and under forms of policies satisfactory to COUNTY; Contractor shall endorse Hernando County as an additional insured on the commercial general liability (additional insured shall read "Hernando County Board of County Commissioners); Contractor waives subrogation as to the General Liability policy unless a policy condition prohibits pre-loss waiver of subrogation, in which case Contractor shall request of the insurer that the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others unless such policy prohibits such an endorsement or voids coverage should VENDOR/CONTRACTOR enter into such an agreement on a pre-loss basis.

Coverage	Minimum Amounts and Limits
(a) Worker's Compensation	Statutory requirements at location of work
Employer's Liability	$ 100,000 each accident
	$ 100,000 by employee
	$ 500,000 policy limit
(b) Commercial General Liability	$ 2,000,000 General Aggregate
(Additional Insured & Wavier	$ 2,000,000 Products-Comp. Ops Agg.
Of Subrogation)	$ 1,000,000 Each Occurrence
	$ 5,000 Medical Expense
(c) Automobile Liability	$ 1,000,000 Combined Single Limit (owned, hired and non-owned)
Option of Split Limits:	
(1.) Bodily Injury	$ 1,000,000 Per Person or $1,000,000 Per Accident

HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS
15470 FLIGHT PATH DR

BROOKSVILLE, FL 34604

PURCHASE ORDER-CHANGE NO. 25000414-3
CHANGE DATE: 02/02/26

PDF Copy

VENDOR
jims@highwaysafetydevices.com
75935 FAX: 813-757-0924
HIGHWAY SAFETY DEVICES INC
6480 HARNEY RD
TAMPA FL 33610-9592

SHIP TO
DPW - ADMINISTRATION
1525 EAST JEFFERSON STREET
BUILDING A
BROOKSVILLE FL 34601

ORDER DATE: 12/17/24	BUYER: SBROWN	REQ. NO.: RQ250431	REQ. DATE: 11/21/24
TERMS: NET 30 DAYS	F.O.B.: DESTINATION	DESC.: CHANGE ORDER - 3	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			& INSTALL CABINET EQUIPMENT		
22	-20087.07	JOB	VEHICLE DETECTION SYSTEM-VEDIO, FURNISH & INSTALL ABOVE GROUND EQUIPMENT	.0000	-20,087.07
23	-1636.44	JOB	PEDESTRIAN DETECTOR, FURNISH & INSTALL, STANDARD	.0000	-1,636.44
24	-6880.00	JOB	SIGN PANEL, FURNISH & INSTALL OVERHEAD MOUNT, UP TO 12SF	.0000	-6,880.00
25	-29859.28	JOB	INTERNALLY ILLUMINATED SIGN, FURNISH & INSTALL, OVERHEAD MOUNT, 12-18 SF	.0000	-29,859.28

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
23	03221	5616307	-1,636.44	109860
24	03221	5616307	-6,880.00	109860
25	03221	5616307	-29,859.28	109860

PAGE TOTAL	$	-58,462.79
TOTAL	$	-349,091.35

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APPROVED BY: Carla Rossi-Smith
CHIEF PROCUREMENT OFFICER

HERNANDO COUNTY PURCHASE ORDER TERMS AND CONDITIONS

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Coverage	Minimum Amounts and Limits
(a) Worker's Compensation	Statutory requirements at location of work
Employer's Liability	$ 100,000 each accident
	$ 100,000 by employee
	$ 500,000 policy limit
(b) Commercial General Liability	$ 2,000,000 General Aggregate
(Additional Insured & Wavier	$ 2,000,000 Products-Comp. Ops Agg.
Of Subrogation)	$ 1,000,000 Each Occurrence
	$ 5,000 Medical Expense
(c) Automobile Liability	$ 1,000,000 Combined Single Limit (owned, hired and non-owned)
Option of Split Limits:	
(1.) Bodily Injury	$ 1,000,000 Per Person or $1,000,000 Per Accident

Hernando County Board of County Commissioners

Rev: 6

15470 Flight Path Dr.
Brooksville, FL 34604

Construction Change Order

Owner: **Hernando County Board of County Commissioners**
Owner's Representative:
Vendor: HIGHWAY SAFETY DEVICES INC

Change Order No. 3 **Change Order Date:** 01-26-2026
Contract No. 25000414 **Contract Date:**

Project Description:

MARINER BLVD & LANDOVER TRAFFIC SIGNAL

The Project is Changed as Follows

Justification: Contract #: 24-CG00864 Contract Name: New Traffic Signal Construction for Wilfong Citizens Center Success on Spring Hill Dr & Traffic Signal Improvements at the Intersection of Mariner Blvd & Landover Blvd South
Grant GMS #: N/A
CO #: 3 is to Close out PO#25000414 under Highway Safety Devices, Inc (Vendor#75935) due to merger with all assets transfer to Traffic Management Solutions, LLC TO Open new PO TMS
Decrease Line 2 $-32,890; New Line Total $17,710.00
Decrease Line 3 $-21,930.00; New Line Total $51,170.00
Decrease Line 4 $-4,620.00; New Line Total $0.00
Decrease Line 6 $-2,777.50; New Line Total $0.00
Decrease Line 7 $-13,600.00; New Line Total $0.00
Decrease Line 9 $-11,000.00; New Line Total $0.00
Decrease Line 10 $3,217.19; New Line Total $432.81
Decrease Line 11 $8,098.02; New Line Total $14,901.98
Decrease Line 13 $-875.00; New Line Total $0.00
Decrease Line 14 $-1,888.86; New Line Total $311.14
Decrease Line 15 $-125,011.14; New Line Total $46,588.86
Decrease Line 16 $-38,589.06; New Line Total $21,010.94
Decrease Line 17 $-15,150.91; New Line Total $4,449.09
Decrease Line 18 $-2,667.33; New Line Total $8,932.67
Decrease Line 19 $-2,329.17; New Line Total $5,470.83
Decrease Line 20 $-3,121.40; New Line Total $3,638.60
Decrease Line 21 $-2,862.98; New Line Total $4,287.02
Decrease Line 22 $-20,087.07; New Line Total $28,272.93
Decrease Line 23 $-1,636.44; New Line Total $603.56
Decrease Line 24 $-6,880.00; New Line Total $0.00
Decrease Line 25 $-29,859.28; New Line Total $10,540.72

Old PO Total $349,091.35 New PO Total $291,616.15
Dept 03221 Account5616307 Project# 109860

3221-5616307	0	11000.00-	109860
3221-5616307	2	32890.00-	109860
3221-5616307	3	21930.00-	109860
3221-5616307	4	4620.00-	109860
3221-5616307	6	2777.50-	109860

3221-5616307	7	13600.00-	109860
3221-5616307	10	3217.19-	109860
3221-5616307	11	8098.02-	109860
3221-5616307	13	875.00-	109860
3221-5616307	14	1888.86-	109860
3221-5616307	15	125011.14-	109860
3221-5616307	16	38589.06-	109860
3221-5616307	17	15150.91-	109860
3221-5616307	18	2667.33-	109860
3221-5616307	19	2329.17-	019860
3221-5616307	20	3121.40-	109860
3221-5616307	21	2862.98-	109860
3221-5616307	22	20087.07-	109860
3221-5616307	23	1636.44-	109860
3221-5616307	24	6880.00-	109860
3221-5616307	25	29859.28-	109860
3221-5616307	26	.00	109860

Total Addition/Deduction this Change Order:	-	349,091.35
The Original Contract Sum was		640,707.50
Net Change by previously authorized Change Orders:		.00
The Contract Sum prior to this Change Order was		640,707.50
The Net Amount of this Change Order is:	-	349,091.35
The new Contract Sum including this Change Order will be		291,616.15
The Contract Time will be changed by this Change Order (Days):		
The Date of Substantial Completion as of the date of this Change Order therefore is:		

Vendor Name/Address:

HIGHWAY SAFETY DEVICES INC
No Address Found.

Donald L Conner Jr.
Digitally signed by Donald L Conner Jr.
DN: CN=Donald L Conner Jr., dnQualifier=A01410D0000019A0864B3A5000E828E, O=HIGHWAY SAFETY DEVICES INC, C=US
Reason: I am approving this document
Date: 2026.01.30 16:32:54-05'00'

Authorized Signature

Date: _____

Owner or Owner's Representative:

Hernando County Commission
15470 Flight Path Dr.
Brooksville, FL 34601

Fran Hallet
Digitally signed by Fran Hallet
Date: 2026.02.02 08:09:11 -05'00'

For Chief Procurement

Office Date: 2/2/2026

Distribution:

Vendor - Original
Purchasing & Contracts
Finance
Requisitioning
Contract File

REV: 03/01/2013

NOVATION AGREEMENT

This Agreement is entered into as of January 20, 2026 by Highway Safety Devices, LLC duly organized and existing under the laws of the State of Florida, with its principal office in Tampa, FL (hereinafter referred to as the "Transferor");Traffic Management Solutions, LLC, a corporation duly organized and existing under the laws of the State of Florida, with its principal office in West Palm Beach, Florida (hereinafter referred to as the "Transferee"); and the Hernando County Board of County Commissioners (hereinafter referred to as the "County").

A. THE PARTIES AGREE TO THE FOLLOWING FACTS:

1 The County has entered into certain contracts and purchase orders with the Transferor, all as set forth in the attached list marked "Exhibit A" to this Agreement and herein incorporated by reference. The term "Contract" as used in this Agreement, means the above contract and purchase orders listed in Exhibit A, and all other contracts and purchase orders, including all modifications made between the County and the Transferor before the effective date of this Agreement (whether or not performance and payment have been completed and releases executed if the County or the Transferor has any remaining rights, duties, or obligations under this Contract and purchase orders). Included in the term "Contract" are also all modifications made under the terms and conditions of this Contract and purchase orders between the County and the Transferee, on or after the effective date of this Agreement.

2 As of November 7, 2025, the Transferor has transferred to the Transferee the entire portion of the assets of the Transferor involved in performing said Contract by virtue of the Articles of Merger for Florida Profit or Non-Profit Corporation dated November 4, 2025, between the Transferor and the Transferee.

3 The Transferee, by virtue of the above transfer, has acquired the entire portion of the assets of the Transferor involved in performing said Contract.

4 The Transferee has assumed all obligations and liabilities of the Transferor under the Contract by virtue of the above transfer.

5 The Transferee is in a position to fully perform all obligations that may exist under the Contract.

6 It is consistent with the County's interest to recognize the Transferee as the successor party to the Contract.

7 Evidence of the above transfer has been filed with the County.

B. IN CONSIDERATION OF THESE FACTS, THE PARTIES AGREE THAT BY THIS AGREEMENT:

1 The Transferor confirms the transfer to the Transferee, and waives any claims and rights against the County that it now has or may have in the future in connection with the Contract.

2 The Transferee agrees to be bound by and to perform each Contract in accordance with the conditions contained in the Contract. The Transferee also assumes all obligation and liabilities of, and all claims against, the Transferor under the Contract as if the Transferee were the original party to the Contract.

3 The Transferee ratifies all previous actions taken by the Transferor with respect to the Contracts, with the same force and effect as If the action had been taken by the Transferee.

4 The County recognizes the Transferee as the Transferor's successor in interest in and to the Contract. The Transferee by this Agreement becomes entitled to all rights, titles, and interests of the Transferor in and to the Contract as the Transferee were the original party to the Contract. Following the effective date of this Agreement, the term "Contractor," as used in the Contract, shall refer to the Transferee.

5 Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of the County against the Transferor.

6 All payments and reimbursements previously made by the County to the Transferor, and all other previous actions taken by the County under the Contracts, shall be considered to have discharged those parts of the County's obligations under the Contract. All payments and reimbursements made by the County after the date of this Agreement in the name of or to the Transferor shall have the same force and effect as if made to the Transferee, and shall constitute a complete discharge of the County's obligations under the Contract, to the extent of the amounts paid or reimbursed.



7 The Transferor and the Transferee agree that the County is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer or this Agreement, other than those that the County in the absence of this transfer or Agreement would have been obligated to pay or reimburse under the terms of the Contract.

8 The Transferor guarantees payment of all liabilities and the performance of all obligations that the Transferee assumes under this Agreement or may undertake in the future should these Contracts be modified under their terms and conditions. The Transferor waives notice of, and consents to, any such future modifications.

9 The Contract shall remain in full force and effect, except as modified by this Agreement. Each party has executed this Agreement as of the day and year first above written.

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS (County)

By: _____

Title: CPO

Highway Safety Devices, LLC.(Transferor)

By: _____

Title: CEO

Traffic Management Solutions, LLC(Transferee)

By: _____

Title: CEO

CERTIFICATE

I, Arial Wing certify that I am the Secretary of Highway Safety Devices, LLC; that James Westbrooks, who signed this Agreement for this corporation, was then of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers.

Witness my hand and the seal of this corporation this day of January 16th, 2026.

HIGHWAY SAFETY DEVICES, LLC [CORPORATE SEAL]

_____
Secretary

ARIAL WING
Notary Public - State of Florida
Commission # HH 263482
My Comm. Expires May 11, 2026
Bonded through National Notary Assn.

CERTIFICATE

I, Arial Wing, certify that I am the Secretary of Traffic Management Solutions, LLC.; that JamesWestbrooks, who signed this Agreement for this corporation, was then of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers.

Witness my hand and the seal of this corporation this day of January 16th, 2026.

TRAFFIC MANAGEMENT SOLUTIONS. [CORPORATE SEAL]

_____

ARIAL WING
Notary Public - State of Florida
Commission # HH 263482
My Comm. Expires May 11, 2026
Bonded through National Notary Assn.

_____
Secretary

EXHIBIT "A"

EXISTING CONTRACTS AND PURCHASE ORDERS

Purchase **Order No.**	**Contract No_**	**Task Order No_**	**Project Name**
PO25000414	24-CG00864	N/A	*New Traffic Signal Construction for Wilfong Citizens Center for Success on Spring Hill Dr & Traffic Signal Improvements at the Intersection of Mariner Blvd & Landover Blvd South*
PO25000409	24-CG00864	N/A	New Traffic Signal Construction for Wilfong Citizens Center for Success on Spring Hill Dr & Traffic Signal Improvements at the Intersection of Mariner Blvd & Landover Blvd South

LR-2024-384-3

HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS
15470 FLIGHT PATH DR
BROOKSVILLE, FL 34604

PURCHASE ORDER NO. 26000491

PDF Copy

VENDOR
aterry@tms-its.com
111233
TRAFFIC MANAGEMENT SOLUTIONS LLC
6480 HARNEY RD
TAMPA FL 33610-9592

SHIP TO
DEV ADMINISTRATION
1525 EAST JEFFERSON STREET
BUILDING A
BROOKSVILLE FL 34601

ORDER DATE: 02/06/26	BUYER: SBROWN	REQ. NO.: RQ260570	REQ. DATE:
TERMS: NET 30 DAYS	F.O.B.: DESTINATION	DESC.: MARINER BLVD & LANDOVER T	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION

This Purchase is in accordance with Hernando County Contract No.24-CG00864/JC, BOCC Approved on: 11/19/2024, Doc ID No.14661. The Contract Terms and Conditions apply, and the Purchase Order Terms and Conditions do not apply to this purchase. A Notice to Proceed was issued on 7/2/25. The Period of Performance is: 395 days. The date for substantial completion is July 3, 2026. The date for final completion is August 2, 2026

Prior PO25000414 before company merger, Novation Agreement Attached

PO will remain open until the construction project is completed.

The County Contact Person is: Jon Sanchez, Phone Number: (352) 540-0404
The Contractor Contact is: Kevin P. Greenan, Phone Number: (941) 807-0195
Email:kevin.greenan@dot.state.fl.us

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL $
				TOTAL $

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SEE TERMS AND CONDITIONS ON REVERSE SIDE

APPROVED BY: _____
CHIEF PROCUREMENT OFFICER

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BOARD OF COUNTY COMMISSIONERS
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PDF Copy

VENDOR
aterry@tms-its.com
111233
TRAFFIC MANAGEMENT SOLUTIONS, LLC
6480 HARNEY RD
TAMPA FL 33610-9592

SHIP TO
PW - ADMINISTRATION
1525 EAST JEFFERSON STREET
BUILDING A
BROOKSVILLE FL 34601

ORDER DATE: 02/06/26	BUYER: SBROWN	REQ. NO.: RQ260570	REQ. DATE:
TERMS: NET 30 DAYS	F.O.B.: DESTINATION	DESC.: MARINER BLVD & LANDOVER T	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	349091.35	JOB	MARINER BLVD & LANDOVER TRAFFIC SIGNAL IMPROVEMENT	1.0000	349,091.35

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	03221	5616307	349,091.35	109860

PAGE TOTAL	$	349,091.35
TOTAL	$	349,091.35

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SEE TERMS AND CONDITIONS ON REVERSE SIDE

APPROVED BY: _____
CHIEF PROCUREMENT OFFICER

Board of County Commissioners

AGENDA ITEM

Meeting: 03/10/2026
Department: Procurement Department
Prepared By: Fran Hallet
Initiator: Carla Rossiter-Smith
DOC ID: 17228
Legal Request Number:
Bid/Contract Number: 24-CG00864

TITLE

Change Order No. 1 to Purchase Order With Traffic Management Solutions, LLC, for Traffic Signal Improvements at Intersection of Mariner Boulevard and Landover Boulevard for Department of Public Works (Contract No. 24-CG00864; Amount: $78,464.09)

BRIEF OVERVIEW

On November 19, 2024, the BOCC approved award of Contract No. 24-CG00864 to Highway Safety Devices, Inc., for the New Traffic Signal Construction for Wilfong Citizens Center for Success on Spring Hill Drive and Traffic Signal Improvements at the Intersection of Mariner Boulevard and Landover Boulevard South for $1,706,180.30. Purchase Order No. 25000414 for Traffic Signal Improvements at the Intersection of Mariner Boulevard and Landover Boulevard South was originally issued for $640,707.50.

Change Order No. 1 to Purchase Order No. 25000414 was a no-cost administrative change to invert line-item amounts; approved by the Chief Procurement Officer (CPO) on January 13, 2025.

Change Order No. 2 to Purchase Order No. 25000414 was a no-cost administrative change to invert line-item amounts not inverted on Change Order No. 1; approved by the CPO on January 16, 2025.

Change Order No. 3 to Purchase Order No. 25000414 in the amount of -$349,091.35 was approved by the CPO on February 2, 2026, to close Purchase Order No. 25000414 due to a merger with another company. New Purchase Order No. 26000491 was opened with the new vendor name of Traffic Management Solutions, LLC.

Purchase Order No. 26000491 with Traffic Management Solutions, LLC for Traffic Signal Improvements at the intersection of Mariner Boulevard and Landover Boulevard South was originally issued for $349,091.35. Hernando County Department of Public Works has requested an increase to Purchase Order No. 26000491 for the installation of new pedestrian landings, detectable warning surfaces on the ramps, and the repair of sidewalk sections that contain retired pull-boxes that will no longer be utilized. This concrete work will bring the pedestrian landings and ramps into compliance with current American with Disabilities Act (ADA) standards. Change order No.1 in the amount of $78,464.09, would increase the Purchase Order to $427,555.44.

FINANCIAL IMPACT

Funding in the amount of $78,464.09 is available in the following:

Expense:
Fund: 1015 - County Fuel Tax, **Department: 03221** - County Fuel Tax, **Account: 5616307** - Improv-Signals

This is part of CIP 109860 - Mariner at Landover South Intersection Improvement, included in the FY 26 CIP.

LEGAL NOTE

The Board has the authority to act on this item pursuant to Part II, Chapter 2, Article V of the Hernando County Code of Ordinances.

RECOMMENDATION

It is recommended the Board approve Change Order No. 1 to Purchase Order No. 26000491 in the amount of $78,464.09 to Traffic Management Solutions, LLC, bringing the total purchase order amount to $427,555.44.

REVIEW PROCESS

Lillian Hoyt	Approved	02/26/2026 12:10 PM
Scott Herring	Approved	02/26/2026 1:12 PM
Erin Briggs	Approved	02/26/2026 1:16 PM
Erin Dohren	Approved	02/26/2026 5:01 PM
Carla Rossiter-Smith	Approved	02/27/2026 2:28 PM
Pamela Hare	Approved	02/27/2026 5:28 PM
Melissa Tartaglia	Approved	03/02/2026 9:07 AM
Heidi Prouse	Approved	03/02/2026 12:22 PM
Toni Brady	Approved	03/02/2026 9:35 PM
Jeffrey Rogers	Approved	03/03/2026 3:51 PM
Colleen Conko	Approved	03/03/2026 3:58 PM

RESULT: **ADOPTED**
MOVER: Brian Hawkins
SECONDER: Steve Champion
AYES: Campbell, Amsler, Champion, Allocco and Hawkins

Hernando County Board of County Commissioners
15470 Flight Path Dr.
Brooksville, FL 34604

Construction Change Order

Department: Public Works
Vendor Name: Traffic Management Solutions, LLC

Purchase Order No.: PO26000491
Change Order No.: 1
Contract No.: 24-CG00864/JC
Change Order Date: 2/25/2026

The Project is Changed as Follows:
Additional concrete work is required to establish seamless transitions between the roadway and sidewalk, repair cracks, and address missing or broken sections of the sidewalk. The work will include the installation of new pedestrian landings, detectable warning surfaces on the ramps, and the repair of sidewalk sections that contain retired pull-boxes that will no longer be utilized. This concrete work will bring the pedestrian landings and ramps into compliance with current ADA standards. The work will necessitate an additional $75,043.51 to the contract.
We are also requesting an additional $3,420.58 to pay WREC to monitor construction activities due to the proximity of the powerlines to the signal poles that are being replaced. For a total of $78,464.09 added to contract.
PO25000414 for opened $640,707.50 and closed and reduced by $349,091.35 due to name change. New PO#26000491 was opened in the amount of $349,091.35

Total Addition/Deduction this Change Order: $78,464.09

The Original ~~Contract~~ Sum was: $349,091.35
Net Change by previously authorized Change Orders: 0
The Net Amount of this Change Order is: $78,464.09
The new ~~Contract~~ Sum including this Change Order will be $427,555.44
The Contract Time will be changed by this Change Order (Days): 0
The Date of Final Completion as of the date of this Change Order therefore is: August 2, 2026

Engineer of Record Name: J. Scott Herring P.E.
Engineer of Record Signature:
Date: 2/26/26

Vendor Authorized Signer Name

Donald L Conner Jr

Vendor Authorized Signature:

Donald L Conner Jr.

Digitally signed by Donald L Conner Jr.
DN: CN=Donald L Conner Jr., dnQualifier=A01410D0000019A0864B3A5000E828E, O=HIGHWAY SAFETY DEVICES INC, C=US
Reason: I am approving this document
Date: 2026.02.26 08:19:44-05'00'

Date:

Project Manager Name:

Jon Sanchez

Project Manager Signature:

Date: 2·26·26

DEPARTMENT OF PUBLIC WORKS
ENGINEERING • FACILITIES • REAL PROPERTY • ROADS/BRIDGES • STORMWATER • TRAFFIC • TRANSIT
1525 EAST JEFFERSON STREET • BROOKSVILLE, FLORIDA 34601
P 352.754.4060 • F 352.754.4423 • W www.HernandoCounty.us

MEMORANDUM

TO: **Carla Rossiter-Smith, Chief Procurement Officer**

FROM: **D. Tood Crosby, P.E., Assistant County Engineer**

VIA: **Jon Sanchez, Signal Project Manager**

DATE: **February 23, 2026**

RE: **Traffic Signal Improvements at Mariner Blvd & Landover Blvd South**
24-CG00864/JC
PO: 26000491

Additional concrete work is required to establish seamless transitions between the roadway and sidewalk, repair cracks, and address missing or broken sections of the sidewalk. The work will include the installation of new pedestrian landings, detectable warning surfaces on the ramps, and the repair of sidewalk sections that contain retired pull-boxes that will no longer be utilized. This concrete work will bring the pedestrian landings and ramps into compliance with current ADA standards. The work will necessitate an additional $75,043.51 to the contract.

We are also requesting an additional $3,420.58 to pay WREC to monitor construction activities due to the proximity of the powerlines to the signal poles that are being replaced.

For a total of $78,464.09 to the contract.

See attached for additional scope and fee.

____ Prices have been determined to be fair and reasonable based on prices submitted with the Bid.

__x__ Prices have been determined to be fair and reasonable based on negotiations with the contractor and the attached supporting documentation.

If additional information is needed, please contact me.

Thank you

cc.
Joseph Goulart, Purchasing Agent II
D. Todd Crosby, P.E., Assistant County Engineer
Lillian Hoyt, Finance Manager
Susan Brown, Finance Specialist

Traffic Management Solutions, LLC.
6480 Harney Road
Tampa, Florida 33610
(813) 759-1559 Fax: (813) 757-0924

Financial Project No: ITB #24-CG00864/JC 2/23/2026
Bid Item : WO-03-26
HSD # : 1947
Quantity 1
Unit Of Measure: LS
Description: Price for new concrete ramps in all four corner including detectable warning surfaces. Daytime Pricing. If night work is required, a cost of $5,000 per night will be added for Concrete plant opening fees.

	Man Hours	Uts	Labor Rate	Extension
LABOR				
Superintendent	16	MH	$45.50	$728.00
MOT Foreman	60	MH	$31.00	$1,860.00
MOT Skilled	60	MH	$22.50	$1,350.00
MOT Unskilled	60	MH	$20.00	$1,200.00
	Labor Burden		**32.15%**	$1,651.87
	Allowable Markup		**15.00%**	$1,018.48
			Total Labor	$7,808.35
MATERIAL				
		LF		$0.00
MOT Devices	1	LS	$500.00	$500.00
				$0.00
				$0.00
	Tax		**7.50%**	$37.50
	Allowable Markup		**15.00%**	$80.63
			Total Material	$618.13
SUBCONTRACTOR (Name of Sub/Description of Work)				
		LS	$0.00	$0.00
Driggers	1	LS	$56,675.00	$56,675.00
Concrete Plant Opening Fees (5 Nights)	0	EA	$5,000.00	$0.00
		SF	$0.00	$0.00
		LF		$0.00
		LF		$0.00
	< $50,000.00		**10.00%**	$5,000.00
	> $50,000.00		**5.00%**	$333.75
			Total Subcontractor	$62,008.75
EQUIPMENT	HOURS		RATE	
Super Truck	16	HR	$29.34	$469.44
MOT Truck	60	HR	$42.89	$2,573.40
		HR		$0.00
	Allowable Markup		**15.00%**	$456.43
			Total Equipment	$3,499.27

TOTAL COST

LABOR :			$7,808.35
MATERIAL :			$618.13
SUBCONTRACTOR:			$62,008.75
EQUIPMENT :			$3,499.27
INSURANCE & BOND (IF REQUIRED)		**1.50%**	1109.02
	Total Cost		$75,043.51
	Unit Cost	**$**	**75,043.51**

HIGHWAY SAFETY DEVICES, INC.
6480 Harney Road
Tampa, Florida 33610
(813) 759-1559 Fax: (813) 757-0924

10/6/2025

Financial Project No: ITB #24-CG00864/JC
Bid Item : WO-02-25
HSD # : 1947
Quantity 1
Unit Of Measure: LS

Description: Reimbursement for WREC crew being on site

LABOR		Man Hours	Uts	Labor Rate	Extension
			MH	$0.00	$0.00
			MH	$0.00	$0.00
			MH	$0.00	$0.00
			MH	$0.00	$0.00
			Labor Burden	**28.14%**	$0.00
			Allowable Markup	**17.50%**	$0.00
				Total Labor	$0.00
MATERIAL					
			LF		$0.00
	WREC Crew	1	LS	$2,930.46	$2,930.46
					$0.00
					$0.00
			Tax	**0.00%**	$0.00
			Allowable Markup	**15.00%**	$439.57
				Total Material	$3,370.03
SUBCONTRACTOR (Name of Sub/Description of Work)					
			LS	$0.00	$0.00
			LF	$0.00	$0.00
			EA	$0.00	$0.00
			SF	$0.00	$0.00
			LF		$0.00
			LF		$0.00
		< $50,000.00		**10.00%**	$0.00
		> $50,000.00		**5.00%**	$0.00
				Total Subcontractor	$0.00
EQUIPMENT		HOURS		RATE	
			HR		$0.00
			HR		$0.00
			HR		$0.00
			Allowable Markup	**17.50%**	$0.00
				Total Equipment	$0.00

TOTAL COST

LABOR :			0.00
MATERIAL :			3370.03
SUBCONTRACTOR:			0.00
EQUIPMENT :			0.00
INSURANCE & BOND (IF REQUIRED)	**1.50%**		50.55
	Total Cost		3420.58
	Unit Cost	**$**	**3,420.58**

Hernando County Board of County Commissioners
15470 Flight Path Dr.
Brooksville, FL 34604

Construction Change Order

Department: Public Works
Vendor Name: Traffic Management Solutions LLC

Purchase Order No.: 26000491
Change Order No.: CO#2
Contract No.: 24-CG00864/JC
Change Order Date: 5/13/2026

The Project is Changed as Follows:

Mariner Blvd & Landover Traffic Signal Improvement
Contract Name: Wilfong Citizens Center for Success Traffic Signal Improv
Grant GMS#: na
CO #: 2; additional concrete work is required to achieve ADA compliance. This work includes modifications at all four corners, lowering grades, removing & reinstalling curb & gutter, constructing curb along the roadway and behind the ramps, & removing additional sidewalk to achieve proper ADA transitions. These improvements will bring the pedestrian landings & ramps into compliance with current ADA standards.

Add Line 3) $165,979.61; New Line Total 165,979.61
Old PO Total $427,555.44 New PO Total $593,535.05
B104-180-00000-38-54100-566350-XC454

Total Addition/Deduction this Change Order: $ 165,979.61

The Original Contract Sum was: $ 349,091.35
Net Change by previously authorized Change Orders: $ 78,464.09
The Net Amount of this Change Order is: $ 165,979.61

The new Contract Sum including this Change Order will be $ 593,535.05
The Contract Time will be changed by this Change Order (Days): 0
The Date of Final Completion as of the date of this Change Order therefore is: August 2, 2026

Engineer of Record Name: J. Scott Herring P.E.
Engineer of Record Signature:
Date: 5/18/26

Vendor Authorized Signer Name

Donald L. Conner Jr

Vendor Authorized Signature:

Donald L Conner Jr. Digitally signed by Donald L Conner Jr. DN: CN=Donald L Conner Jr., dnQualifier=A01410D0000019A0864B3A5000E826E, O=HIGHWAY SAFETY DEVICES INC, C=US Reason: I am approving this document Date: 2026.05.18 09:39:19-04'00'

Date: 05/18/2026

Project Manager Name:

Jon Sanchez

Project Manager Signature:

Date: 5.18.26

TRAFFIC MANAGEMENT SOLUTIONS, LLC.
6480 Harney Road
Tampa, Florida 33610
(813) 759-1559 Fax: (813) 757-0924

Financial Project No: ITB #24-CG00864/JC 5/13/2026
Department/Bid Item : 5 WO-04-26
TMS # : 1947M
Quantity 1
Unit Of Measure: LS

Description: ADA Ramp Reconstruction at the intersection of Mariner and Landover Blvd. Remove all 4 corners, lower grade, remove and resinstall curb and gutter, build curb on back side of ramps and along edges where required. Remove and replace sidewalk on either sides of ramps to transition into exsiting sidewalks while maintaning slopes.

LABOR	Man Hours	Uts	Labor Rate	Extension
Supervisor	0	MH	$45.50	$0.00
Foreman-MOT	80	MH	$31.00	$2,480.00
Labor - Skilled- MOT	80	MH	$22.50	$1,800.00
Foreman	0	MH	$31.00	$0.00
Labor - Skilled	0	MH	$22.50	$0.00
Labor - Unskilled	0	MH	$20.00	$0.00
	Labor Burden		**32.15%**	$1,376.02
	Allowable Markup		**10.00%**	$565.60
			Total Labor	$6,221.62

MATERIAL				
MOT signs (Sidewalk closed, Detour, Ect)	1	LS	$200.00	$200.00
Sod OB Sod	4	Pallet	$150.00	$600.00
Misc	1	LS	$25.00	$25.00
		LS		$0.00
				$0.00
				$0.00
	Tax		**7.50%**	$61.88
	Allowable Markup		**10.00%**	$88.69
			Total Material	$975.56

SUBCONTRACTOR (Name of Sub/Description of Work)				
Driggers	1	LS	$127,675.00	$127,675.00
Quantity contingency (5%)	1	LS	$6,383.75	$6,383.75
		LF		$0.00
		LF		$0.00
		LF		$0.00
		LF		$0.00
		LF		$0.00
	< $50,000.00		**10.00%**	$5,000.00
	> $50,000.00		**5.00%**	$4,202.94
			Total Subcontractor	$143,261.69

EQUIPMENT	HOURS		RATE	
MOT Truck	80	HR	$41.30	$3,304.00
Crew Truck	0	HR	$41.30	$0.00
Arrow Board	80	HR	$2.43	$194.40
		HR		$0.00
	Allowable Markup		**10.00%**	$349.84
			Total Equipment	$3,848.24

TOTAL COST			
LABOR :			$6,221.62
MATERIAL :			$975.56
SUBCONTRACTOR:			$143,261.69
EQUIPMENT :			$3,848.24
INSURANCE & BOND (IF REQUIRED)		**0.00%**	$0.00
	Total Cost		$154,307.11
	Unit Cost		**$ 154,307.11**

TRAFFIC MANAGEMENT SOLUTIONS, LLC.
6480 Harney Road
Tampa, Florida 33610
(813) 759-1559 Fax: (813) 757-0924

Financial Project No: 215617781 5/12/2026

Bid Item :	641-2-18
HSD # :	1947
Quantity	1
Unit Of Measure:	LS
Description:	Additional cost for drill shaft sub to return to job to set 4th pole due to SUE clearing hole off ROW and Mammoth not being able to install 4th pole during first mobilization.

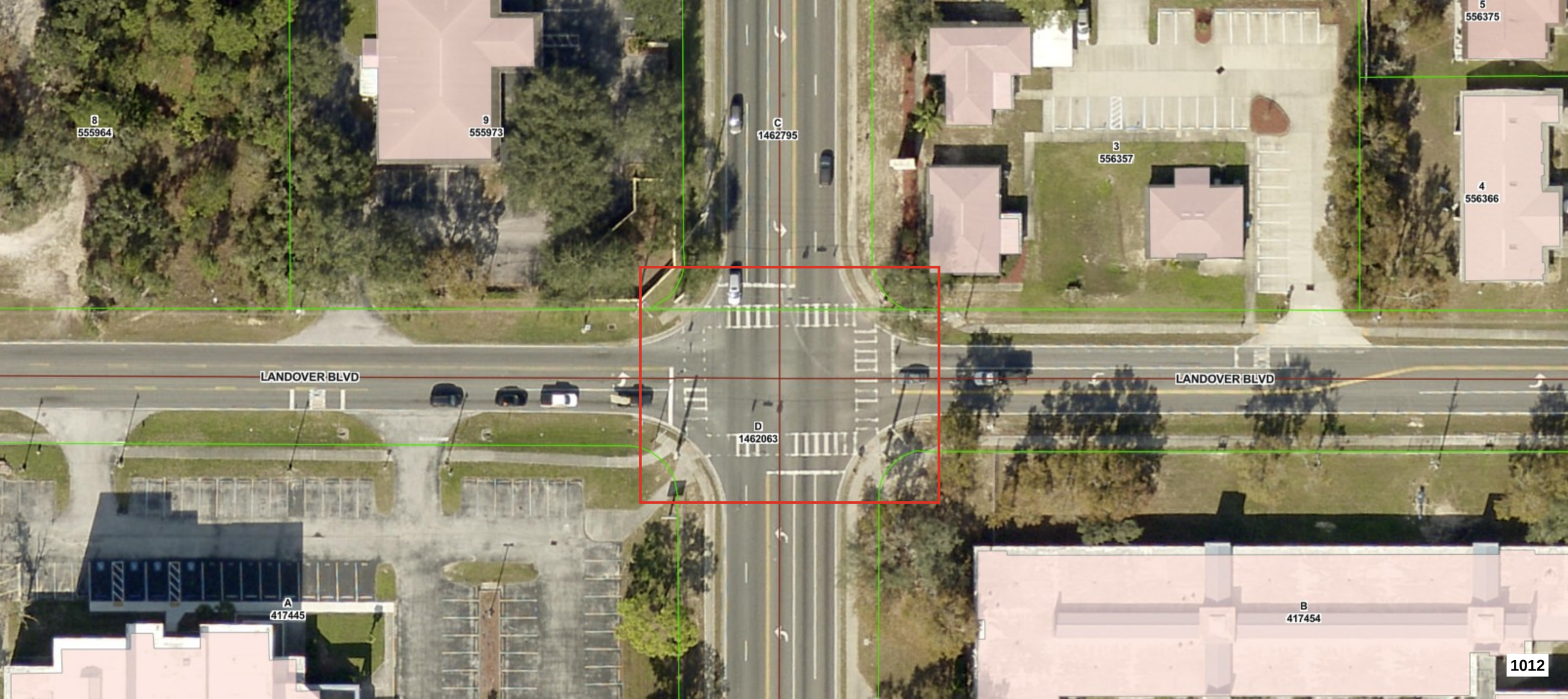
LABOR	Man Hours	Uts	Labor Rate	Extension
Supervisor		MH	$45.50	$0.00
Foreman		MH	$31.00	$0.00
Labor - Skilled		MH	$22.50	$0.00
Labor - Unskilled		MH	$20.00	$0.00
		Labor Burden	**32.15%**	$0.00
		Allowable Markup	**15.00%**	$0.00
			Total Labor	$0.00

MATERIAL				
		EA	$0.00	$0.00
		LS	$0.00	$0.00
		LS		$0.00
		LS		$0.00
				$0.00
				$0.00
	Tax		**7.50%**	$0.00
	Allowable Markup		**15.00%**	$0.00
			Total Material	$0.00

SUBCONTRACTOR (Name of Sub/Description of Work)				
Night Fee		1 EA	$5,500.00	$5,500.00
Mobilization		1 LS	$4,500.00	$4,500.00
		LF		$0.00
		LF		$0.00
		LF		$0.00
		LF		$0.00
		LF		$0.00
	< $50,000.00		**15.00%**	$1,500.00
	> $50,000.00		**5.00%**	$0.00
			Total Subcontractor	$11,500.00

EQUIPMENT	HOURS		RATE	
		HR		$0.00
		HR	$0.00	$0.00
		HR		$0.00
		HR		$0.00
		HR		$0.00
	Allowable Markup		**15.00%**	$0.00
			Total Equipment	$0.00

TOTAL COST			
LABOR :			0.00
MATERIAL :			0.00
SUBCONTRACTOR:			11500.00
EQUIPMENT :			0.00
INSURANCE & BOND (IF REQUIRED)		**1.50%**	172.50
	Total Cost		11672.50
	Unit Cost	**$**	**11,672.50**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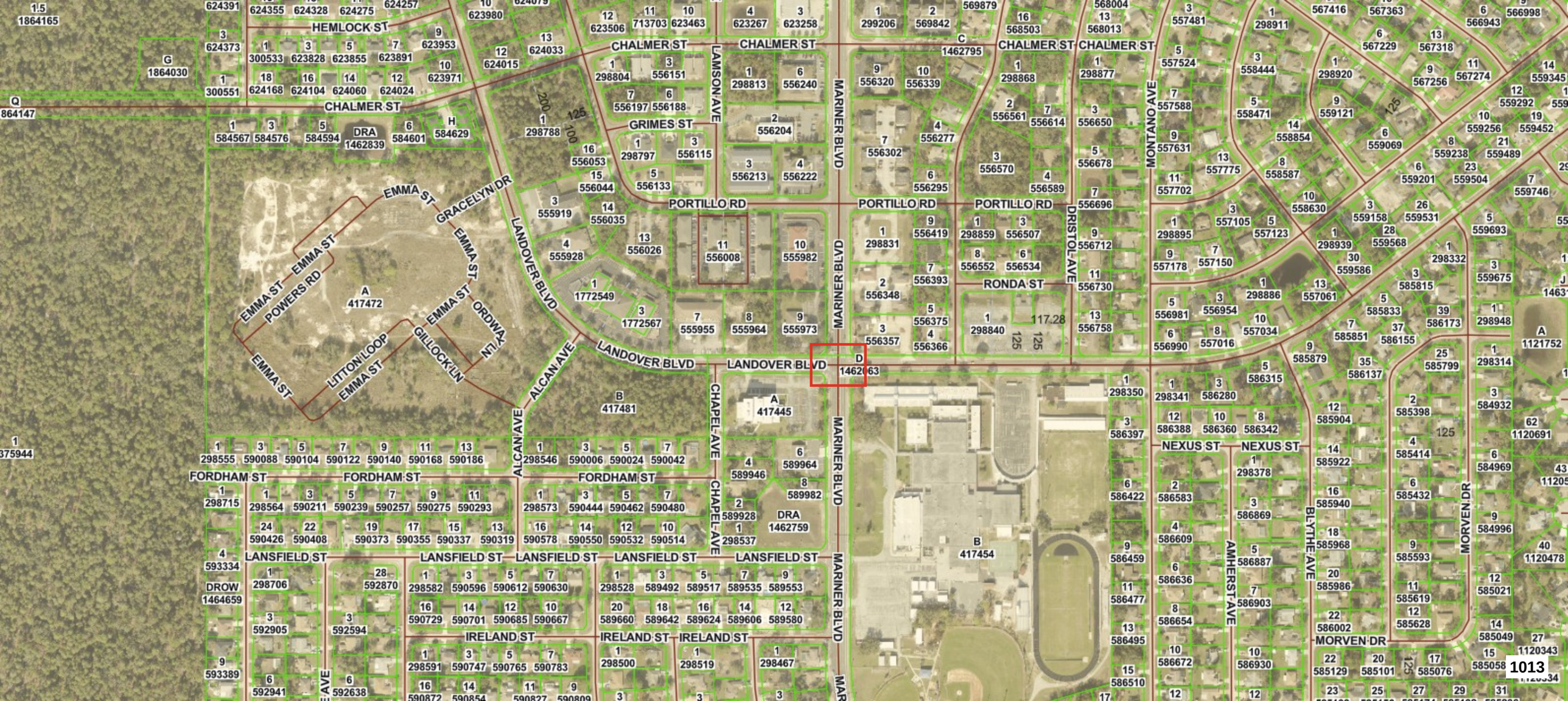
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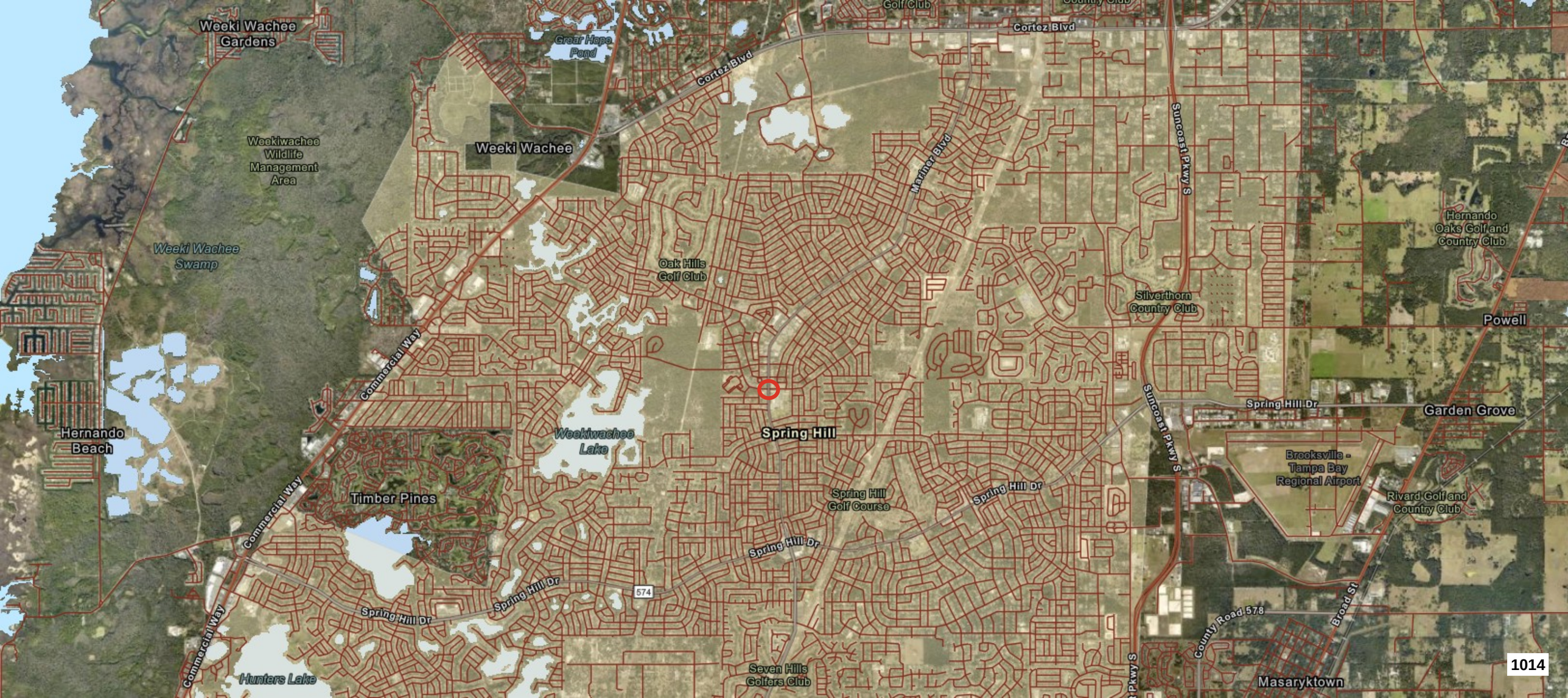
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Great Hope Pond
Cortez Blvd
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Weeki Wachee
Weekiwachee Wildlife Management Area
Weeki Wachee Swamp
Mariner Blvd
Suncoast Pkwy S
Hernando Oaks Golf and Country Club
Oak Hills Golf Club
Silverthorn Country Club
Powell
Commercial Way
Hernando Beach
Weekiwachee Lake
Spring Hill
Spring Hill Dr
Garden Grove
Brooksville - Tampa Bay Regional Airport
Timber Pines
Commercial Way
Spring Hill Golf Course
Spring Hill Dr
Rivard Golf and Country Club
Spring Hill Dr
574
Spring Hill Dr
Commercial Way
County Road 578
Broad St
Hunters Lake
Seven Hills Golfers Club
Masaryktown
1014

G/L ACCOUNT - MASTER INQUIRY

```
Org code:     B1180060  DPW-ADMIN                                Type:     E
Object code:  566350    CAPITAL-IMPROVE OTHR THAN BLDG         Status:     A
Project code: XC454     IMPROV-SIGNALS                         Budgetary:  Y

  Fund          B104   COUNTY FUEL TAX FUND
  Department    180      DPW-ADMIN
  Group         00000    UNDEFINED
  Area of Op    38       PUBLIC WORKS
  Function      54100    ROAD/STREET-FACILITIES
                         *UNKNOWN*
                         *UNKNOWN*
  Project       XC454  IMPROV-SIGNALS

Full description:  CAPITAL-IMPROVE OTHR THAN BLDG    Short desc: 566350
Reference Acct:                                    Auto-encumber? (Y/N)  N

              --------- CURRENT YEAR MONTHLY AMOUNTS ----------
PER             ACTUAL       ENCUMBRANCE      BUD TRANSFER            BUDGET
 00                .00               .00               .00               .00
 01                .00               .00               .00      3,805,000.00
 02                .00               .00               .00               .00
 03         127,337.63               .00               .00               .00
 04           6,019.70               .00        512,060.00        512,060.00
 05         211,877.55        257,216.76               .00               .00
 06         106,523.79        -10,493.95               .00               .00
 07         188,271.15       -188,271.15               .00               .00
 08          19,740.30        -19,740.30               .00               .00
 09                .00               .00               .00               .00
 10                .00               .00               .00               .00
 11                .00               .00               .00               .00
 12                .00               .00               .00               .00
 13                .00               .00               .00               .00
Tot:        659,770.12         38,711.36        512,060.00      4,317,060.00

              ---------- CURRENT YEAR TOTAL AMOUNTS -----------
Actual (Memo)            679,556.38  Original Budget          3,805,000.00
Encumbrances              22,372.67  Budget Tranfr In           512,060.00
Requisitions                 .00     Budget Tranfr Out               .00
  Total                  701,929.05  Carry Fwd Budget                .00
Available Budget       3,615,130.95  Carry Fwd Bud Tfr               .00
Percent Used                 16.26  Revised Budget           4,317,060.00

Inceptn to SOY                .00   Inceptn Orig Bud                .00
                                     Inceptn Revsd Bud               .00

Encumb-Last Yr                .00                                   .00
Actual-Last Yr                .00                                   .00
Estim-Actual          4,317,060.00                                  .00
                          .00                                       .00
                                                                    .00
```

Board of County Commissioners

AGENDA ITEM

Meeting: 06/09/2026
Department: Procurement Department
Prepared By: Fran Hallet
Initiator: Carla Rossiter-Smith
DOC ID: 17551
Legal Request Number:
Bid/Contract Number: 23-TFG0218

TITLE

Change Order No. 4 to Purchase Order With Thomas Howell Ferguson, P.A., for Emergency Planning and Grant Program Management Services for Hurricane Milton (Contract No. 23-TGF0218; Amount: $100,850.00)

RESULT:	**ADOPTED**
MOVER:	John Allocco
SECONDER:	Ryan Amsler
AYES:	Campbell, Amsler, Champion and Allocco
ABSENT:	Hawkins

Board of County Commissioners

AGENDA ITEM

Meeting: 01/23/2024
Department: Procurement Department
Prepared By: Joseph Goulart
Initiator: Carla Rossiter-Smith
DOC ID: 13358
Legal Request Number: 23-491
Bid/Contract Number: 23-TFG0218/FH

TITLE

Award of Contracts to Integrated Solutions Consulting Corporation, Thomas Howell Ferguson, P.A., and Witt O'Brien's, LLC, for Emergency Planning and Grant Program Management Services for Emergency Management (Contract No. 23-TFG0218)

Award of Contracts to Integrated Solutions Consulting Corporation, Thomas Howell Ferguson, P.A., and Witt O'Brien's, LLC, for Emergency Planning and Grant Program Management Services for Emergency Management (Contract No. 23-TFG0218)

BRIEF OVERVIEW

The Hernando County Procurement Department issued Invitation to Bid (ITB) No. 23-TFG0218 for Emergency Planning and Grant Program Management Services for emergency planning, disaster recovery program management and hazard mitigation program management services for Hernando County Emergency Management.

Hernando County Emergency Management will use this Contract to facilitate emergency planning, disaster recovery program management and hazard mitigation program management services on an as-needed basis and during declared Hurricane/Emergency situations.

The Procurement Department placed the ITB on the County's electronic website (OpenGov) on August 29, 2023, and the legal advertisement in the Hernando Sun on October 2, 2023. The Bid was viewed by six hundred twenty-nine (629) Vendors/Bidders/Contractors from the website. The Bid document was downloaded by forty-two (42) Vendors/Bidders/Contractors, and eight (8) Bid submissions were received.

The following is a summary of the responses received. The solicitation results are based on hourly and overtime rates by trade, for yearly hours estimated for solicitation:

Bidders	**Total for Two (2) Year Contract**
Thomas Howell Ferguson	$243,974.00
Integrated Solutions Consulting	$252,266.14
O'Brien's, LLC	$253,662.50
Tetra Tech, Inc.	$278,054.00
Integrity	$292,780.00
ICF, Inc.	$304,400.00
Innovative Emergency Mgmt., Inc.	$315,835.00
Hagerty Consulting, Inc.	$356,730.00

Bids were reviewed and evaluated by the Procurement Department to determine if they were responsive and responsible. The bids were then reviewed and evaluated by the Hernando County Emergency Management Director, David DeCarlo and Fire and Emergency Services Finance Manager, Kelly Trout. The County's right to make multiple awards to the lowest,

responsive, and responsible bidders was exercised.

A notice of Intent to Award was placed on The County's electronic bulletin board December 13, 2023. Any usage of this Contract may result in FEMA reimbursement of County expenditures.

FINANCIAL IMPACT

Funding is available in Fund 0011 Dept. 40011 Acct. 5303401.

LEGAL NOTE

In accordance with Part II, Chapter 2, Article V of the Hernando County Code of Ordinances

RECOMMENDATION

It is recommended that the Board approve and authorize the Chairperson's signature on attached Contract No.23-TFG00218/FH for Emergency Planning and Grant Program Management Services for an initial twenty-four (24) month term to the following Vendors/Bidders/Contractors as follows:

A. Thomas Howell Ferguson P.A. CPAs for……$243,974.00
B. Integrated Solutions Consulting Corp. for……$252,266.14
C. Witt O'Brien's, LLC for……$253,266.00

These contracts will be utilized on a rotation basis as needed to support disaster planning, response and recovery. There is no immediate financial impact to the County, and the actual annual usage (Dollar Expenditure) is undetermined, as the extent of a declared Hurricane/Emergency is unknown. Staff will bring to the Board all projects that exceed the Advertised Bidding Requirement (ABR).

It is further recommended that the Board approve and authorize the Chief Procurement Officer to renew the Contracts in accordance with contract terms and conditions and approve change orders as they become necessary and required and up to allowable budget amounts. There are two (2), twelve (12) month renewal options.

REVIEW PROCESS

Kelly Trout	Approved	12/19/2023 4:36 PM
David DeCarlo	Approved	12/20/2023 11:23 AM
Paul Hasenmeier	Approved	12/20/2023 5:58 PM
Pamela Hare	Approved	12/21/2023 11:11 AM
Carla Rossiter-Smith	Delegated	12/27/2023 8:47 AM
Erin Briggs	Delegated	12/28/2023 8:01 AM
Carla Rossiter-Smith	Approved	01/11/2024 10:15 AM
Melissa Tartaglia	Approved	01/12/2024 8:14 AM
Heidi Kurppe	Approved	01/12/2024 10:32 AM
Toni Brady	Approved	01/16/2024 8:14 AM
Jeffrey Rogers	Approved	01/17/2024 5:03 AM

Colleen Conko	Approved	01/17/2024	9:38 AM

RESULT:	**ADOPTED**
MOVER:	Brian Hawkins
SECONDER:	Steve Champion
	Narverud, Hawkins, Campbell, Allocco and Champion

SOLICITATION - OFFER - AWARD

SOLICITATION NO:	SOLICITATION TITLE:	DATE ISSUED:	CONTRACT NO:
23-TFG0218	Emergency Planning & Grant Management	August 30, 2023	23-TFG0218

ISSUED BY:	SUBMIT BID OFFER TO:
BOARD OF COUNTY COMMISSIONERS **HERNANDO COUNTY, FLORIDA** John Allocco, Chairman Elizabeth Narverud, Vice Chairman Steve Champion, Second Vice Chairman Jerry Campbell Brian Hawkins	**HERNANDO COUNTY** **PURCHASING AND CONTRACTS** **15470 FLIGHT PATH DRIVE** **BROOKSVILLE, FL 34604** Toni Brady Chief Procurement Officer

SOLICITATION

SEALED OFFERS, FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT DESCRIBED HEREIN WILL BE RECEIVED AT THE OFFICE OF PURCHASING AND CONTRACTS DEPARTMENT, VIA HERNANDO COUNTY'S EPROCUREMENT PORTAL AT: http://secure.procurenow.com/portal/hernandocounty, **UNTIL 10:00 A.M., LOCAL TIME ON OCTOBER 2, 2023.** 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 15470 FLIGHT PATH DRIVE, BROOKSVILLE, FL 34604 **10:00 A.M. ON OCTOBER 2, 2023.** 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	Providing professional services to facilitate emergency planning, disaster recovery program management and hazard mitigation program management services on an as-needed basis (SEE ATTACHED SPECIFICATIONS)	XX	XX	XX	$243,974.00

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	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN BID OFFER:	
Thomas Howell Ferguson P.A. CPAs Company Name 2615 Centennial Blvd, Ste 200 Address Tallahassee Florida 32308 City State Zip Code 850-668-8100 850-668-8199 localgov@thf-cpa.com Phone Number Fax Number Email Address	BIDDER'S SIGNATURE	OFFER DATE 9/27/2023

AWARD

(TO BE COMPLETED BY COUNTY)

REVIEWED FOR LEGAL SUFFICIENCY: 8/21/2023	LR NO.: 2023-491	BY: Melissa Tartaglia
ACCEPTED AS TO ITEM(S) NO:	AMOUNT:	ACCOUNTING CODE:
SUBMIT INVOICES TO: **HERNANDO COUNTY** **DEPARTMENT OF PUBLIC WORKS** **1525 EAST JEFFERSON STREET** **BROOKSVILLE, FL 34601**	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ACCEPTANCE AND AWARD FOR THE COUNTY: Elizabeth Narverud, Chairperson SIGNATURE:	AWARD DATE: 1-23--24

2. SOLICITATION-OFFER-AWARD

ISSUED BY:

BOARD OF COUNTY COMMISSIONERS

HERNANDO COUNTY, FLORIDA

John Allocco, Chairman

Elizabeth Narverud, Vice Chairman

Steve Champion, Second Vice Chairman

Brian Hawkins

Jerry Campbell

SUBMIT BID OFFER TO:

HERNANDO COUNTY

PURCHASING AND CONTRACTS

via Hernando County's eProcurement Portal

Toni Brady

Chief Procurement Officer

3. SOLICITATION

SEALED OFFERS, FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT DESCRIBED HEREIN WILL BE RECEIVED BYTHE OFFICE OF PURCHASING AND CONTRACTS, VIA THE COUNTY'S ePROCUREMENT PORTAL UNTIL 10:00 am, LOCAL TIME ON Monday, October 16, 2023. 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 am ON Monday, October 16, 2023. 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.

4. OFFER

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

5. AWARD

Upon Award please SUBMIT INVOICES TO:

Hernando County

HERNANDO COUNTY FIRE RESCUE DEPARTMENT, 15470 FLIGHT PATH DR., BROOKSVILLE, FL 34604

6. INVITATION TO BID

6.1. ADVERTISEMENT OF BID

INVITATION TO BID

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

TERM CONTRACT ITB NO. SOLICITATION # 23-TFG0218/FH

FOR

Emergency Planning and Grant Program Management

Hernando County Board of County Commissioners is soliciting Vendors/Contractors that are active in professional services to facilitate emergency planning, disaster recovery program management and hazard mitigation program management services on an as-needed basis

Offers for furnishing the above will be received and accepted up to 10:00 a.m. (local time), Monday, October 16, 2023, via Hernando County Purchasing and Contract's eProcurement Portal. Only electronic submittals 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 Purchasing and Contracts Department at www.hernandocounty.us, or by submitting a question via the Q&A Tab in the County's eProcurement Portal.

The Purchasing and Contracts Department will post addenda on the County's eProcurement Portal to all questions in accordance with the Solicitation Instructions. It is the responsibility of prospective Bidders to visit the eProcurement Portal to ensure that they are aware of all addenda issued relative to this solicitation.

Pursuant to Florida Statutes 119.071 (Current Edition) sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from inspection until such time as the

agency provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, or final replies whichever is earlier.

NOTICE TO BIDDERS

To ensure that your bid is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Joe Goulart Purchasing Agent II, Purchasing and Contracts Department, via the County's ePocurement Portal Question and Answer tab.

7. SOLICITATION INSTRUCTIONS

7.1. DEFINITION OF TERMS

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

A. **BIDDER**: The term "Bidder" used herein refers to the dealer/manufacturer or business organization submitting a bid to the County in response to this solicitation.

B. **CONTRACT**: The agreement executed by the Owner and Vendor/Contractor for the performance of work and the other documents (plans, specifications, notice to bidders, proposal, surety bonds, addenda, and other documents) whether attached thereto or not.

C. **COUNTY**: The Board of County Commissioners, Hernando County, or its duly authorized representative.

D. **MODIFICATION/AMENDMENT/CHANGE ORDER**: Shall mean the written order to the Vendor/Contactor signed by the Vendor/Contractor and County authorizing an addition, deletion, or revision in the goods, services and/or work to be provided under the contract documents or an adjustment in the contract price issued after contract award.

E. **OWNER**: Hernando County Board of County Commissioners (County).

F. **VENDOR/CONTRACTOR**: The Bidder awarded a contract by the County for the furnishing of goods or services.

7.2. AVAILABILITY OF BIDDING DOCUMENTS

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

7.3. PREPARATION OF BID

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

A. Interested firms are to submit responses via the County's eProcurement Portal. All bid sheets including this form must be executed and uploaded as indicated. All bids are subject to the conditions specified herein. Those which do not comply with these conditions may be declared non-responsive and subject to rejection.

   1. **To submit bids**:Via Hernando County's eProcurement Portal BID NUMBER 23-TFG0218/FH

B. The responsibility for delivering the bid to the County on or before the stated time and date will be solely and strictly the responsibility of the Bidder. The County will be in no way responsible for delays caused by wi-fi connection or speed, power outage or any other occurrence.

C. Bids must be submitted electronically, via the County's eProcurement Portal. Any required forms supplied by the Owner and included with these Bid Documents shall be uploaded through said portal. Each bidder shall copy the Bid Form and complete the pricing schedule provided.

D. Bids must be completed through the pricing table provided. No changes or corrections will be allowed after bid opening.

E. Bidders are expected to make all investigations necessary to thoroughly inform themselves regarding all drawings, specifications, delivery requirements, performance requirements, site locations and all solicitation instructions to satisfy themselves of conditions affecting submission of their bid and the terms and cost of performing the contract. No pleas of ignorance by the Bidder of conditions that exist or may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis of varying the requirements of the County or the compensation of the Bidder. Bidder agrees that submittal of a bid for the work is prima facie evidence they have conducted such examinations.

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

7.4. BID OPENING:

Bids that are not received by the due date and time via the County's eProcurement portal will not be accepted. Bids will be opened immediately after this date and time and will remain binding upon the Bidder for a period of ninety (90) days thereafter. Pursuant to Florida Statutes 119.071 (Current Edition) sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, or final replies whichever is earlier.

7.5. QUESTIONS REGARDING SPECIFICATIONS OR BIDDING PROCESS

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

A. All questions relative to interpretation of the specifications or the bid process shall be addressed in writing as indicated below, in ample time prior to the period set for submittal and opening of the bids.

B. Any interpretation or clarification made to prospective Bidders will be expressed in the form of an addendum to the specifications which, if issued will be posted on the County's eProcurement Portal. Oral answers will not be authoritative.

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

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

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

7.6. COMMUNICATION

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

7.7. WITHDRAWAL OF BIDS:

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

7.8. BID PROTESTS:

Any Bidder who protests the Bid Specifications or Award or Intent to Award, must file with the County a notice of protest and formal written protest in compliance with Chapter 28-110, Florida Administrative Code (Current Edition), and applicable provisions in Section 120.57, F.S. (Current Edition). Failure to timely file such documents will constitute a waiver of proceedings under Chapter 120, F.S. (Current Edition). Failure to file a protest within the time prescribed in Section 120.57(3), F.S. (Current Edition), or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, F.S. (Current Edition).

8. GENERAL CONDITIONS

8.1. CONTRACT PERIOD:

A. The Contract(s) resulting from this solicitation shall be a term contract for the time period specified herein. During the specified time period, the County may order services/supplies as the requirements generate and the Vendor/Contractor will deliver the services/supplies ordered. It is understood that the County is not obligated to purchase any specific amount of services/supplies under this agreement.

B. The period of the Contract shall extend for twenty-four (24) months effective from date of execution.

C. **Renewal Option (Unilateral)**: At the sole option of the County, through the Board of County Commissioners or Chief Procurement Officer or Designee, this Contract may be unilaterally renewed for two (2) additional one (1) year periods at the same prices, terms and conditions. The County alone will determine whether or not this renewal option will be exercised based on its convenience and its best interest. The County will notify the Vendor/Contractor in writing no later than thirty (30) days prior to expiration of its decision to exercise this Contract renewal option and/or options. If the County exercises its option to renew the contract, and the Vendor/Contractor desires a price adjustment for the renewal period, the Vendor/Contractor must submit a written request for same to the County within ten (10) days of the date of County's notification, along with written evidence of the Vendor/Contractor's increased costs. The Vendor/Contractor must provide to the County documentation of the cost increases upon County's request. Any price adjustment (increase or decrease) approved by the County shall impose upon the Vendor/Contractor the requirement to advise and extend to the County price reductions when costs similarly decrease.

D. Either party may cancel this Contract, in whole or in part, by giving ninety (90) days prior notice in writing. However, the Vendor/Contractor shall not be authorized to exercise this cancellation option during the first one-hundred eighty (180) days of the Contract. The number of days within which, or the dates by which, the work is to be substantially completed and ready for final payment are set forth in the agreement.

8.2. BID PRICE/SUBMITTAL REQUIREMENTS:

A. The prices bid shall remain firm during the period of the Contract. The prices bid shall be inclusive of all labor, equipment, and materials as specified within this solicitation. The price bid constitutes the total compensation payable to the Vendor/Contractor for performing the work.

B. Unless otherwise stated, the prices bid shall include all costs of packing, transporting, delivery, and services to the designated point within Hernando County.

C. The Bidder hereby certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, services, or equipment and is in all respects fair and without collusion or fraud. Further, the Bidder hereby agrees to abide by all terms and conditions of this bid and certifies that the person executing the Bid Form is authorized to sign this bid for the Bidder.

D. The Bidder warrants that the prices of the items set forth herein do not exceed those charged by the Bidder under a contract with the State of Florida or any of its agencies.

E. **Bidder must submit the solicitation document in its entirety, including the Solicitation-Offer-Award cover sheet, Bid Specifications, Bid Form, and all required forms/certifications. Failure to submit these forms may render its bid as non-responsive.**

8.3. QUALIFICATION OF BIDDERS:

A. This bid shall be awarded to a responsive, responsible bidder, qualified by experience to provide the work specified. The Bidder will submit the following information with their bid:

1. List and brief description of substantially similar work (size and scope) for at least three (3) references of firms, and/or governmental agencies/entities satisfactorily completed with location, dates of contract, names, addresses, telephone numbers and email addresses of owners (see Questionnaire). These references must be for work performed within the past three (3) years.
2. List of equipment and facilities available to do work.
3. List of personnel, by name and title, contemplated to perform the work.

B. **Failure to submit this information may be cause for rejection of your bid.**

8.4. BID EVALUATION AND AWARD:

Bid evaluation will be based on price, conformance with specifications and the Bidder's ability and resources to perform the contract in accordance with the terms and conditions required. Bidders must submit all data necessary to evaluate and determine the quality of the item(s) and/or services they are bidding. It is the intent of the County to award a Contract to three (3) vendor/contractors; however, the actual number of vendors/contractors awarded may be more or less than three (3). A Vendor/Contractor shall not be qualified to bid when investigation by the Chief Procurement Officer of that Vendor/Contractor is either delinquent on a previously awarded contract or in litigation with Hernando County on a previously awarded contract.

8.5. BID EVALUATION AND AWARD (continued) "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.

8.6. BID EVALUATION AND AWARD (continued)

A. If two (2) or more fully responsive, responsible bids are received for the same total amount or unit price, quality and service being equal, then the Board of County Commissioners shall award the contract to one (1) Vendor/Contractor by drawing lots in a public meeting.

B. The County shall be the sole judge as to the relative merits of the bids received.

C. If a separate written contract is not required by the County, a written letter of award, mailed or otherwise furnished to the successful Bidder, shall result in a binding contract without further action by either party.

D. Discounts for payments within less than twenty (20) days will not be considered in evaluation of bids; however, offered discounts will be taken for less than twenty (20) days if payment is made within the discount period.

8.7. HOURS:

Work may be performed between the hours of 8:00 A.M. to 5:00 P.M., Monday through Friday, except County holidays. The County may, on certain occasions, approve work outside of these times. Such exception(s) must be approved in writing by the County at least one (1) day in advance. Services will not be permitted when operations would cause a traffic or safety hazard.

8.8. 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.

8.9. 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.

8.10. 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 a Hernando County previously awarded contract.

8.11. 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 as it may deem necessary after the time set for receipt of bids, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured. The Board of County Commissioners reserves the sole right to reject any or all bids in whole or in part; to award by any item, group(s) of items or in the aggregate whichever is most advantageous to the County.

8.12. 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.

8.13. 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. Depending upon the severity of the default resulting in contract termination, debarment may be for a period of twelve (12) to twenty-four (24) months. The Vendor/Contractor and its sureties (if any) shall be liable for any damage to the County resulting from the Vendor/Contractor's default of the contract. This liability includes any increased costs incurred by the County in completing contract performance.

8.14. 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.

8.15. 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 (Current Edition), on public entity crimes. Bidders must provide a response to the section titled VENDOR QUESTIONNAIRE, Sworn Statement to Public Entity Crimes included in these bid documents.

8.16. LICENSES AND PERMITS:

Prior to furnishing the requested product(s) or service(s), it shall be the responsibility of the awarded Vendor/Contractor to obtain, at no additional cost to Hernando County, any and all licenses and permits required to complete this contractual service. These licenses and permits shall be readily available for review by the Chief Procurement Officer or their designee.

8.17. 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.

8.18. 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 $35,000.00 (cap) will be approved by the Chief Procurement Officer or its designee. Once the $35,000.00 cap is reached, all other additions or revisions to this contract that exceed the "cap" are subject to approval by the Hernando County Board

of County Commissioners through Board agenda item. Only upon receipt of a change order or modification/amendment executed by the Vendor/Contractor and County (subject to approval by the Chief Procurement Officer and/or Board of County Commissioners – as applicable) shall the Vendor/Contractor be authorized to proceed with the work involved. All such work shall be executed under the applicable terms and conditions contained in the contract documents. In addition:

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

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

8.19. 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 1/31/2019 – expiring on 1/31/2024.**

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. (Current Edition) and applicable rules of the Department of Revenue).

8.20. 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.

8.21. LITIGATION/WAIVER OF JURY TRIAL:

This agreement shall be governed by and construed according to Florida law. Venue for any dispute or formal litigation concerning this agreement shall be in the appropriate court with territorial jurisdiction over Hernando County, Florida. In the event of a dispute or litigation, each party to such dispute or litigation shall be solely responsible for its own attorneys' fees and costs. This agreement shall not be construed for or against any party hereto, regardless of which party is wholly or partly responsible for its drafting. Each party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury. 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) regarding any matters whatsoever arising out of or in any way connected with this contract and/or any other claim of injury or damage.

8.22. TERMINATION:

A. Termination for Default:

1. The County may, by written notice to the Vendor/Contractor, terminate this contract for default in whole or in part (delivery orders, if applicable) if the Vendor/Contractor fails to:

    a. Provide products or services that comply with the specifications herein or fails to meet the County's performance standards.

    b. Deliver the supplies or to perform the services within the time specified in this contract or any extension.

    c. Make progress so as to endanger performance of this contract.

    d. Perform any of the other provisions of this contract.

2. Prior to termination for default, the County will provide adequate written notice to the Vendor/Contractor through the Chief Procurement Officer, Purchasing and Contracts Department, affording them the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action and possible debarment. Such termination may also result in suspension or debarment of the Vendor/Contractor for a period of twelve (12) to twenty-four (24) months depending upon the severity of the Vendor/Contractor's action that caused the default in accordance with the County's Procurement Ordinance. The Vendor/Contractor and its sureties (if any) shall be liable for any damage to the County resulting from the Vendor/Contractor's default of the contract. This liability includes any increased costs incurred by the County in completing contract performance.

3. In the event of termination by the County for any cause, the Vendor/Contractor will have, in no event, any claim against the County for lost profits or compensation for lost

opportunities. After a receipt of a Termination Notice and except as otherwise directed by the County the Vendor/Contractor shall:

a. Stop work on the date and to the extent specified.

b. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

c. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the County.

d. Continue and complete all parts of that work that have not been terminated.

4. If the Vendor/Contractor's failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Vendor/Contractor, the contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

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

8.23. FISCAL NON-FUNDING

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

8.24. USE OF CONTRACT BY OTHER GOVERNMENT AGENCIES:

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

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

8.25. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

By submission of this bid, the Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that in connection with this procurement:

A. The prices in this bid have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.

B. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor.

8.26. INTERIM EXTENSION OF PERFORMANCE:

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

8.27. COMPETENCY OF BIDDERS:

The County reserves the right to make such investigations as they may deem necessary to establish the competency and financial ability of any Bidder to perform the work; and if after investigation, the evidence of their competency or financial ability is not satisfactory, the County reserves the right to reject their bid.

8.28. MAINTENANCE OF RECORDS:

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

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

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

8.29. PAYMENT:

A. Payment for services received will be accomplished by submission of an invoice, in duplicate, with purchase order number referenced thereon at the completion of each specified job. Said invoice(s) shall be submitted to: HERNANDO COUNTY FIRE RESCUE DEPARTMENT, 15470 FLIGHT PATH DR., BROOKSVILLE, FL 34604

B. Each invoice shall give a detailed breakdown of the services provided.

C. The Vendor/Contractor may invoice the County after each work order is complete. Invoice shall reference and be based upon the quantity report received after project completion.

D. Payment will be made in no less than forty-five (45) days, per Florida Statute 218.74 (Current Edition). Terms not within Hernando County's payment period are not acceptable and may be cause for rejection.

E. Payment to Vendor/Contractor by Electronic Payment Solution: ACH (Direct Deposit): If the Vendor/Contractor is enrolled in the County's ACH electronic payment solution, all payments will be made using the direct deposit which may or may not include a pre-note transaction. The Vendor/Contractor's bank account information will remain confidential to the extent provided

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

8.30. CONFLICT OF INTEREST:

A. Conflict of Interest of Officers or Employees of the Contracting Entity/Local Jurisdiction, Members of the Local Governing Body, or Other Elected Officials: No member or employee of the contracting entity/local jurisdiction or its designees or agents; no member of the governing body; and no other public official of Hernando County who exercises any function or responsibility with respect to this contract, during their tenure or for two (2) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Vendor/Contractor shall cause to be incorporated in all subcontracts, the language set forth in this paragraph prohibiting conflict of interest.

B. Employee Conflict of Interest: It shall be unethical for any Hernando County employee to participate directly or indirectly in a procurement contract when Hernando County employee knows that:

1. Hernando County employee or any member of Hernando County employee's immediate family has a financial interest in the procurement contract; or

2. Any other person, business, or organization with whom Hernando County employee or any member of a Hernando County employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement contract; or

3. A Hernando County employee or any member of a Hernando County employee's immediate family who holds a financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest.

C. Former Employee Conflict of Interest: It shall be a violation for any person, business or organization contracting with County to employ in any capacity, any former County employee or member of County employee's immediate family within two (2) year of that employee's separation from employment with the County, unless the employer or the former County employee files with the County Clerk, the County's Employment Disclosure Statement. The penalty for this violation may include disqualification of the bid submission.

8.31. GRATUITIES AND KICKBACKS:

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

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

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

8.32. E-VERIFY:

A. Vendor/Contractor is advised that the County has entered into an agreement with U.S. Immigration and Customs Enforcement (ICE) wherein the County will, in part, seek to promote the principles of ethical business conduct, prevent the knowing hiring of unauthorized workers through self-governance, and encourage voluntary reporting of the discovery of unauthorized workers to ICE (the IMAGE Agreement). Accordingly, by submitting your bid, Vendor/Contractor represents and warrants (a) that the Vendor/Contractor is in compliance with all applicable Federal, State and local laws, including, but not limited to, the laws related to the requirement of an employer to verify an employee's eligibility to work in the United States, (b) that all of the Vendor/Contractor employees are legally eligible to work in the United States, and (c) that the Vendor/Contractor has actively and affirmatively verified such eligibility utilizing the Federal Government's Employment Verification Eligibility Form (I-9 Form).

B. A mere allegation of Vendor/Contractor's intent to use and/or current use of unauthorized workers may not be a basis to delay the County's award of a contract to the Vendor/Contractor unless such an allegation has been determined to be factual by Immigration and Customs Enforcement (ICE) pursuant to an investigation conducted by ICE prior to the date the contract is scheduled to be awarded by the County.

C. Legitimate claims of the Vendor/Contractor's use of unauthorized workers must be reported to both of the following agencies:

   1. The County's Purchasing and Contracts Department at (352) 754-4020: and

   2. Immigration and Customs Enforcement (ICE) at 1-866-DHS-2-ICE

D. In the event it is discovered that the Vendor/Contractor's employees are not legally eligible to work in the United States, the County may, in its sole discretion, demand that the Vendor/Contractor cure this deficiency within a specified time frame, and/or immediately terminate the contract without any cost or penalty to the County, and/or debar the

Vendor/Contractor from bidding on all County contracts for a period up to twenty-four (24) months, and/or take any and all legal action deemed necessary and appropriate.

E. Vendor/Contractor is required to incorporate the following IMAGE best practices into its business and, when practicable, incorporate verification requirements into its agreements with subcontractors:

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

authorized workers do not face discrimination with respect to hiring, firing, recruitment or referral for a fee because of citizenship status or national origin.

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

8.33. SCRUTINIZED COMPANIES PURSUANT TO FLORIDA STATUTE 287.135 AND 215.473 (Current Edition):

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

8.34. INSURANCE REQUIREMENTS:

A. INDEMNITY, SAFETY AND INSURANCE PROVISIONS:

1. Indemnity: To the fullest extent permitted by Florida law, the Vendor/Contractor covenants, and agrees that it will indemnify and hold harmless the County and all of the County's officers, agents, and employees from any claim, loss, damage, cost, charge, attorney's fees and costs, or any other expense arising out of any act, action, neglect, or omission by Vendor/Contractor during the performance of the contract, whether direct or indirect, and whether to any person or property to which the County or said parties may be subject, except that neither the Vendor/Contractor nor any of its subcontractors, or assignees, will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County or any of its officers, agents, or employees.

2. Protection of Person and Property:

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

b. The Vendor/Contractor will take all reasonable precautions to prevent damage, injury or loss to: (a) all persons who may be affected by the performance of his operations, including employees; (b) all materials and equipment; and (c) all property at or surrounding the work site. In an emergency affecting the safety of persons or property, the Vendor/Contractor will act, with reasonable care and discretion, to prevent any threatened damage, injury or loss.

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

1. Workers' Compensation: As required by law:

a. State.....Statutory

b. APPLICABLE FEDERAL.....Statutory

c. EMPLOYER'S LIABILITY.....Minimum:

i. $100,000.00 each accident

ii. $100,000.00 by employee

iii. $500,000.00 policy limit

d. Exemption per Florida Statute 440: If a Vendor/Contractor has less than three (3) employees and states that they are exempt per Florida Statute 440, they must provide an exemption certificate from the State of Florida. Otherwise, they will be required to purchase Workers' Compensation Insurance and provide a copy of Workers Compensation Insurance.
https://www.myfloridacfo.com/Division/WC/Employer/Exemptions/

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

a. Coverage as follows:

i. EACH OCCURRENCE.....$1,000,000.00

ii. GENERAL AGGREGATE $2,000,000.00

iii. PERSONAL/ADVERTISING INJURY.....$1,000,000.00

iv. PRODUCTS-COMPLETED OPERATIONS AGGREGATE.....$2,000,000.00 Per Project Aggregate (if applicable)

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

i. FIRE DAMAGE (Any one (1) fire.....$50,000.00

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

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

4. Waiver of Subrogation: Vendor/Contractor agrees by entering into this Contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Vendor/Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor/Contractor aggress to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Vendor/Contractor enter into such an agreement on a pre-loss basis.

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

a. COMBINED SINGLE LIMIT (CSL)..... $1,000,000.00 or:

i. BODILY INJURY (Per Person)..... $1,000,000.00

ii. BODILY INJURY (Per Accident)..... $1,000,000.00

iii. PROPERTY DAMAGE.....$1,000,000.00

6. PROFESSIONAL LIABILITY (if applicable it will be noted below separately):

7. BUILDERS RISK INSURANCE (if applicable it will be noted below separately):

8. CRIME PREVENTION – BOND (if applicable it will be noted below separately):

9. EXCESS/UMBRELLA LIABILITY (if applicable it will be noted below separately):

10. POLLUTION LIABILITY (if applicable it will be noted below separately):

11. SUBCONTRACTORS (if applicable): All subcontractors hired by said Contractor are required to provide Hernando County Board of County Commissioners a Certificate of Insurance with the same limits required by the County as required by the Contract. All subcontractors are required to name Hernando County Board of County Commissioners as additional insured and provide a Waiver of Subrogation in regards to General Liability.

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

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

1. Vendor/Contractor agrees to provide County with a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and the Certificate of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available by Vendor/Contractor's insurer. If the Vendor/Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives noticed that coverage no longer complies with the insurance requirements herein, Vendor/Contractor agrees to notify the County by email within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder shall read: **Hernando County Board of County Commissioners Attention: Human Resources/Risk Department 15470 Flight Path Drive, Brooksville, Florida 34604**

2. Companies issuing the insurance policy, or policies, shall have no recourse against the County for payment of premiums or assessments for any deductibles which all are the sole responsibility and risk of Vendor/Contractor.

3. The term "County" or "Hernando County" shall include all authorities, boards, bureaus, commissions, divisions, departments, and offices of the County and individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of Hernando County.

4. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

D. The Vendor/Contractor shall be required to provide a current Certificate of Insurance to the County prior to commencement of services.

E. Bidders may, at the County's request, be required to provide proof that their firm meets the preceding insurance requirements, by submission of a Certificate Of Insurance coverage(s), prior to award of the Contract.

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

8.35. INSURANCE REQUIREMENTS (continued)

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

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

8.36. 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.

8.37. MINIMUM WAGE RATES:

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

B. If the contract should be renewed, the contract shall be adjusted for benefit of the Vendor/Contractor in proportion with Federal law governing wage rates during the period of the contract for labor-related costs only.

C. The County reserves the right to inspect the payroll records of the Vendor/Contractor, as may be deemed necessary, to determine that the Vendor/Contractor is complying with Federal wage and hour law.

8.38. SAFETY PRECAUTIONS:

A. The Vendor/Contractor shall be responsible for instructing their workmen in appropriate safety measures with respect to all services provided under this contract and shall not permit them to place equipment in traffic lanes or other locations in such a manner as to create a safety hazard.

B. All equipment shall be equipped with all necessary safety equipment to satisfy all applicable Florida Department of Transportation (FDOT) and Occupational Safety and Health Administration (OSHA) requirements.

8.39. RESPONSIVE/RESPONSIBLE:

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

8.40. CONE OF SILENCE

This solicitation falls under the Hernando County Procurement Ordinance 93-16 (Current Edition). After a bid is opened or a short list is established for an Invitation to Bid (ITB), Request for Qualification (RFQ), or Request for Proposal (RFP), a Vendor/Contractor or representative as defined in the Ordinance, may not seek information or clarification or in any way contact any official or employee of the County concerning this solicitation with the exception of the Hernando County Chief Procurement Officer, County Attorney, or an individual specifically designated in this document for dissemination of information. A copy of any written communication concerning this solicitation shall be filed with the Purchasing and Contracts Department and shall be made available to the public upon request. A violation of the cone of silence renders any award voidable at the sole discretion of the Chief Procurement Officer with approval from the Board of County Commissioners and may subject the potential Vendor/Contractor or representative to debarment. Nothing in the Ordinance prevents a Vendor/Contractor or representative from taking part in a public meeting concerning the solicitation.

A. All Vendors/Contractors or representatives are hereby placed on formal notice. A lobbying cone of silence period shall commence upon issuance of the solicitation until the Board selects the successful Bidder. For procurements that do not require Board approval, the cone of silence period commences upon solicitation issuance and concludes upon contract award.

B. Neither the members of the Board of County Commissioners nor candidates for County Commission, nor any employees from the Hernando County Government, Hernando County staff members, nor any members of the evaluation team are to be lobbied, either individually or collectively, concerning this project. Vendors/Contractors or representatives who intend to submit bids, or have submitted bids, for this project are hereby placed on formal notice that they are not to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County. Any such lobbying activities may cause immediate disqualification from this project.

8.41. CLAIMS

A. Chief Procurement Officer's Decision Required: All claims, except those waived, shall be referred to the Chief Procurement Officer for decision.

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

C. Chief Procurement Officer's Action: Chief Procurement Officer will review each claim and, within thirty (30) days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one (1) of the following actions in writing:

1. Deny the claim in whole or in part,
2. Approve the claim, or
3. Notify the parties that the Chief Procurement Officer is unable to resolve the claim if, in the Chief Procurement Officer's sole discretion, it would be inappropriate for the Chief

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

D. In the event that Chief Procurement Officer does not take action on a claim within said thirty (30) days, the claim shall be deemed denied.

E. Chief Procurement Officer's written action or denial will be final and binding upon Owner and Vendor/Contractor, unless Owner or Vendor/Contractor invoke the dispute resolution procedure set forth in Section titled "DISPUTE RESOLUTION" within thirty (30) days of such action or denial.

8.42. DISPUTE RESOLUTION:

A. Owner and Vendor/Contractor may mutually request mediation of any claim submitted to the Owner for a decision before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the effective date of the agreement. The request for mediation shall be submitted in writing to the American Arbitration Association. Timely submission of the request shall stay the effect.

B. Owner and Vendor/Contractor shall participate in the mediation process in good faith. The process shall be concluded within sixty (60) days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the claim is not resolved by mediation, Chief Procurement Officer's action or denial pursuant to Section titled "CLAIMS" shall become final and binding thirty (30) days after termination of the mediation unless, within that time period, Owner or Vendor/Contractor:

1. Agrees with the other party to submit the claim to another dispute resolution process, or
2. Gives written notice to the other party of their intent to submit the claim to a court of competent jurisdiction.

9. SPECIAL CONDITIONS

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9.1. PRE-AWARD MEETING

Within fourteen (14) days after receipt of notice of intent of award of bid, Vendor/Contractor shall meet with the County's representative(s) to discuss job procedures and scheduling.

9.2. 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.

9.3. CODES AND REGULATIONS:

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

9.4. PRICING-FFP

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

9.5. 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.

9.6. EVALUATION OF OPTIONS:

The County shall evaluate bids/offers for award purposes by adding the total price for all options to the total price of the basic period. However, the evaluation of options will not obligate the County to exercise the option(s).

9.7. 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.

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

It is hereby made a part of this Invitation for Bid that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God that Hernando County shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the County. Vendor/Contractor agrees to rent/sell/lease all goods and services to the County or other governmental entities as opposed to a private citizen, on a first priority basis. The County expects to pay contractual prices for all products or services required during an emergency situation. **Vendor/Contractor shall furnish a twenty-four (24) hour phone number and email address in the event of such an emergency.**

The current Federal clauses (Section 10) and forms (Section 14 Vendor Questionnaire) are attached as 14.6 to this document. In the event of an emergency/hurricane or disaster, a copy of the most current clauses and forms will be provided for review and signature.

9.9. 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.

10. FEMA CLAUSES FOR PROFESSIONAL SERVICES

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10.1. REMEDIES

Applies to contracts more than the simplified acquisition threshold ($250,000)

A. Opportunity to Cure

1. Hernando County in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

2. If Contractor fails to remedy to Hernando County's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from Hernando County setting forth the nature of said breach or default, Hernando County shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Hernando County from also pursuing all available remedies against Contractor and its sureties for said breach or default.

B. Waiver of Remedies for any Breach

1. In the event that Hernando County elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by Hernando County shall not limit Hernando County's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

10.2. TERMINATION OF CONTRACT

Applies to contracts in excess of $10,000

A. **Termination for Convenience (Professional Services)**

1. The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

2. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

3. Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

4. Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

B. **Termination for Default** (Professional Services)

1. Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

2. The terminating party must provide the breaching party seven (7) days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

C. **Termination by Owner**

1. The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:

   a. Perform the services within the time specified in this contract or by Owner approved extension;

   b. Make adequate progress so as to endanger satisfactory performance of the Project;

   c. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

2. Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

3. Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

4. Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

5. If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

D. **Termination by Consultant**

1. The Consultant may terminate this Agreement in whole or in part, if the Owner:
   a. Defaults on its obligations under this Agreement;
   b. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
   c. Suspends the Project for more than one hundred eighty (180) days due to reasons beyond the control of the Consultant.
2. Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.
3. In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

10.3. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

Contracts of amounts in excess of $150,000 must contain a provision that requires the contractor to agree 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).

A. **Clean Air Act**

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

B. **Federal Water Pollution Control Act**

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to Hernando County and understands and agrees that Hernando County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

10.4. DEBARMENT AND SUSPENSION

This requirement applies to all FEMA grant and cooperative agreement programs.

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10.5. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (as amended)

This requirement applies to all FEMA grant and cooperative agreement programs.

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. 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 shall 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 recipient.

10.6. PROCUREMENT OF RECOVERED MATERIALS

This requirement applies to all FEMA grant and cooperative agreement programs.

A. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;

2. Meeting contract performance requirements; or

3. At a reasonable price.

B. Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

10.7. ADDITIONAL FEMA REQUIREMENTS

The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts.

A. **Changes**

1. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

B. **Access to Records**

1. The contractor agrees to provide Hernando County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3. The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

10.8. DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

10.9. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

10.10. 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 the contract.

10.11. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

10.12. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR AREA SURPLUS FIRMS 2 C.F.R. § 200.321

A. Requirement. Hernando County must take all necessary, affirmative steps to assure that small and minority businesses, women's business enterprises, and labor area surplus firms are used when possible. 2 C.F.R. § 200.321(a). These steps are in addition to full and open competition and must include, at a minimum, the following six affirmative steps:

1. Solicitation Lists. Hernando County must place small and minority businesses and women's business enterprises on solicitation lists. 2 C.F.R. § 200.321(b)(1).

2. Solicitations. Hernando County must assure that it solicits small and minority businesses and women's business enterprises whenever they are potential sources. 2 C.F.R. § 200.321(b)(2).

3. Dividing Requirements. Hernando County must divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises. 2 C.F.R. § 200.321(b)(3).

4. Delivery Schedules. Hernando County must establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises. 2 C.F.R. § 200.321(b)(4).

5. Obtaining Assistance. Hernando County must use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce. 2 C.F.R. § 200.321(b)(5).

6. **Prime Contractor Requirements.** Hernando County requires the prime contractor, if subcontracts are anticipated or let, to take the five affirmative steps described above. 2 C.F.R. § 200.321(b)(6)

10.13. PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020) FAR 52.205-25

Definitions. As used in this clause—

A. Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phonesowers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

B. Covered foreign country means The People's Republic of China.

C. Covered telecommunications equipment or services means–

1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

2. 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);

3. Telecommunications or video surveillance services provided by such entities or using such equipment; or

4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of 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.

D. Critical technology means–

1. Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

2. Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

    a. Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

    b. For reasons relating to regional stability or surreptitious listening;

3. Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

4. Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

5. Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

6. Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

E. Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

F. Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

G. Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

H. Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

I. Prohibition.

1. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at section (10.13.J) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

2. Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at section (10.13.J) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

J. Exceptions. This clause does not prohibit contractors from providing—

1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

K. Reporting requirement.

1. In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in section (10.13.K.2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

2. The Contractor shall report the following information pursuant to section (10.13.K.1) of this clause

    a. Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

    b. Within 10 business days of submitting the information in section (10.13.K.2.a) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

3. Subcontracts. The Contractor shall insert the substance of this clause, including this section (10.13.K.3) and excluding section (10.13.I.2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

10.14. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

This requirement applies to all FEMA grant and cooperative agreement programs.

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (14.A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (14.A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours

without payment of the overtime wages required by the clause set forth in paragraph (14.A) of this section.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (14.B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (14.A) through (14.D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (14.A) through (14.D) of this section.

11. SCOPE OF WORK

SCOPE AND SPECIFICATIONS

11.1. CONFLICTING TERMS WITH SECTION 10:

In the event of a conflict between the terms of the contract (including any and all attachments thereto, excluding Section 10, and any amendments thereof) and any of the terms of Section 10, the terms of the Contract (including any and all attachments thereto, excluding Section 10, and any amendments thereof) shall control.

11.2. SCOPE OF WORK:

The Vendor/Contractor will supply all materials, labor, and equipment in order to accomplish professional services to facilitate emergency planning, disaster recovery program management and hazard mitigation program management services on an as-needed basis in Hernando County, Florida.

11.3. LOCATION OF THE WORK:

The work to be performed in this Contract will primarily be performed at Hernando County Emergency Operations Center, 18900 Cortez Blvd, Brooksville, FL 34601 in Hernando County, Florida unless an offsite location is agreed to by the County and Vendor/Contractor. While work will need to be performed at the Hernando County Emergency Operations Center, 18900 Cortez Blvd., Brooksville, FL 34601, or other County office locations, should the contractor need to work offsite to complete the SOW, the contractor will provide a reasonable and justifiable cause to work offsite and said location will be agreed upon by both parties.

11.4. TECHNICAL SPECIFICATIONS

A. Hernando County seeks professional services to facilitate emergency planning, disaster recovery program management, and hazard mitigation program management services on an as-needed basis. Services will be awarded on a project-by-project basis that may include any or all services listed in the Scope of Work.

B. The Vendor/Vendor/Contractor will be responsible for collecting and organizing standard documentation (e.g., timesheets, work orders, invoices, etc.) of labor, equipment, supplies, and Contracted services expended to support emergency work, and permanent repairs resulting from a disaster event. The Vendor/Contractor(s) will also provide guidance and advise the County throughout the reimbursement process as to appropriate courses of action in dealing with federal and state agencies. The County is in need of these services not only to manage the large volume of required documentation but also to avoid the potential for future de-obligation of federal funds.

C. The Vendor/Contractor will also be responsible for assisting the County in emergency planning, disaster recovery, and hazard mitigation-related activities including but not limited to developing or updating various emergency management plans, designing and conducting training and exercises, managing and monitoring recovery and mitigation efforts, preparing recovery and mitigation grant applications and project worksheets, assisting with the management of grant programs and associated projects under those programs, and ensuring compliance with Federal regulations.

11.5. HAZARD MITIGATION PROGRAM MANAGEMENT

A. The Vendor/Vendor/Contractor will work with the Florida Division of Emergency Management (FEMA) and the Federal Emergency Management Agency to facilitate the funding of hazard mitigation measures to protect public or private property in accordance with Hazard Mitigation Grant Program (HMGP) guidelines.

B. The Vendor/Vendor/Contractor will work with County staff to write a grant for federal funds, administered by the State, for the purpose of preventing future loss of life and damage to property due to disaster and for the funding of previously identified mitigation measures that benefit the disaster area.

C. Assist the County with federal grant program management to include HMGP and other similar programs.

D. Assist the County in coordinating with State and Federal agencies relative to mitigation and recovery programs.

E. Comply with all grant program mandates and documentation requirements.

F. Conduct public and individual meetings to assist homeowners with program requirements.

G. Assist with project eligibility determinations.

H. Conduct financial tracking of program funds and homeowner payments.

I. Develop quarterly progress reports for submittal to the County and State.

J. Provide in-progress reviews as required to keep the County informed on project progress.

11.6. DISASTER RECOVERY PROGRAM MANAGEMENT

A. Provide general grant management advice related to Federal Emergency Management Agency (FEMA) pass-through grants. Review the County's current record-keeping strategy for documentation. Provide the County with pre-disaster assistance to assess the requirements needed within departments to prepare for gathering needed expenditure data, assign required disaster liaison, and any other pre-disaster preparation that may be required. Assist affected departments to develop a standard guideline as part of their emergency plan on how reimbursement expenditures are recorded, what type of documentation should be maintained,

and provide any other associated services that may be directly related to support recovery costs and reimbursement from appropriate agencies.

B. File the initial Request for Public Assistance (RPA) after the initial disaster or event within the deadline period. Meet all stated deadlines to meet FEMA and the State's required timelines to recover full reimbursement.

C. Working with Hernando County Emergency Management, meet with the FEMA Representative and the State Public Assistance Coordinator for any Initial Kickoff Meetings to discuss what the County's initial disaster-related damages and expenditures appear to be. Review the procedures and follow-up processes required to support full reimbursement.

D. Review Contracts, purchasing documentation, and union Agreements. Prepare any required supporting documentation that must accompany the Project Worksheets, including working with the County's Human Resources Department to gather details related to employee fringe benefits, overtime, etc., for labor rates to provide to FEMA.

E. Work with appropriate County departments to assist the FEMA or State Agency in providing the necessary information, e.g. insurance policies, personnel policies, etc., as requested by those or other agencies to complete the necessary documentation for reimbursement. Research as necessary to complete all forms.

F. Assist the affected Hernando County departments in compiling their initial damage assessments for all expenditures, both in force account and permanent damages, including labor, equipment, materials, Contract, and so on.

G. Assist the affected Hernando County departments in completing the appropriate documentation required for federal and state reimbursement, and the submittal of all eligible expenditures for small and large projects to the appropriate agencies, and within the required deadline.

H. Provide assistance to determine if any eligible damages have not been quantified and presented for reimbursement.

I. Assist in tracking all project documentation submitted and following any outstanding expenditure(s) to ensure that all eligible expenditures are credited through submitted reimbursements to the County. Ensure that the County understands why certain expenditures were de-obligated, if any. Track all expenditures and reimbursements to maintain high-quality reconciliations of monies expended by the County and submitted for reimbursement versus those received.

J. Provide copies of all documentation transacted for reimbursement on behalf of the County, both electronically and hard copy to Hernando County Emergency Management. Offer the County any project management design and/or coordination ideas that may result in cost savings, efficiencies, or increased reimbursement.

K. Assist the County, working with Emergency Management, to provide all necessary backup documentation, e.g. invoices, equipment usage documents, etc., that will garner full reimbursement. The documentation submitted for reimbursement must withstand a FEMA audit and State Emergency Management audit. Additionally, support the work for which you are assisting the County.

L. Assist the County in recording the debris-related expenditures for debris reimbursement by working with the County Departments of Public Works, Parks and Solid Waste, and other departments as required. Work with the County's current debris Vendor/Vendor/Contractor to identify and recover expenditures.

M. Assist the County with any special documentation and requirements to receive reimbursement under the FHWA program working with the Florida Department of Transportation (FDOT) and County Departments.

N. Assist the specialized FEMA teams as they become necessary in the process. Specialized beach re-nourishment FEMA teams may be assigned to Hernando County to review the reimbursement in this particular area. Work with this team as necessary to assist in getting reimbursement for the County. Additionally, work with the U.S. Army Corps of Engineers along with other agencies may be required to receive reimbursement.

O. Maintain records of all the documentation provided by the County submitted to any outside agency for reimbursement and provide the County with the organized file after the project or upon request. Vendor/Vendor/Contractor must retain all copies of documents, photographs, spreadsheets, and other material for seven years (7) after the close-out of each project.

P. Once all projects are complete and reimbursement has been drawn down for eligible costs, assist with final preparations with the State of Florida and FEMA for final inspections and the close-out process for large and small projects. Participate in exit conferences with the County, State, and FEMA agencies.

Q. Be available to assist with any requests for audit information by any source.

R. If any disputes arise between the County and FEMA and/or the State, assist the County in strategizing and writing the appeals.

S. Designate a liaison to the Emergency Operations Center (EOC) during events requiring Level one (1) Full EOC Activation to work closely with County departments to ensure that disaster-related costs are captured accurately and completely.

T. Have a team available from the start of a disaster reimbursement process to the closeout process for the County. This includes any time accounted for if an appeal is requested by the County.

U. Provide miscellaneous services not otherwise described, but which the County may require during the Agreement, or any other tasks associated with FEMA and FHWA grant management or documentation reimbursement process as requested by the County.

V. Provide the County with a final report that will summarize the total reimbursement requested, total expenditures by Project Worksheet, and any special circumstances. Additionally, reporting requirements include FHWA reimbursement, the total number of Project Worksheets, total reimbursement requested by Category type, total reimbursement requested by a small or large project, and any other relevant data.

W. All materials developed during an engagement remain the property of Hernando County.

X. All original documents are the property of Hernando County and are to be retained by Hernando County.

Y. Invoices must be submitted to Emergency Management monthly. Each invoice must contain, at a minimum:

1. Name and title of a person performing work
2. Hourly rate
3. Details of work performed
4. Location of work performed

Z. The scope of work will be agreed upon before any engagement. The scope may be modified by the Agreement between the County and the Vendor/Vendor/Contractor.

AA. The Vendor/Vendor/Contractor will provide weekly progress reports to Emergency Management.

BB. Emergency Management has the final say over personnel assignment as well as all changes made to the project team by the Vendor/Vendor/Contractor.

CC. The Vendor/Vendor/Contractor will provide 20 hours of pre-event documentation and reimbursement process evaluation and/or education, at no cost to the County.

DD. At the conclusion of each engagement, the Vendor/Vendor/Contractor will provide Emergency Management with a complete set of electronic files (documents, photographs, spreadsheets, and other material) in a searchable format within sixty (60) days.

EE. Should Hernando County opt in to the FDEM F-ROC program, the contractor will ensure adherence to all requirements in accordance with FDEM F-ROC procedures, standards, documentation, and deliverables.

11.7. EMERGENCY PLANNING, TRAINING, AND EXERCISES

- The Vendor/Vendor/Contractor may be responsible for the revision of existing plans, policies, and procedures or for the development of new policies, plans, or procedures, directly or indirectly related to emergency management. Examples include the Comprehensive Emergency Management Plan, Local Mitigation Strategy, and Disaster Debris Management Plan.
- The Vendor may be asked to coordinate and deliver National Incident Management System position-specific training courses, or other training intended to support the mission areas of prevention, protection, mitigation, response, and recovery.
- The Vendor/Vendor/Contractor may also be responsible for the design of exercises to test plans and procedures in accordance with the guidance set forth in the Homeland Security Exercise and Evaluation Program (HSEEP), the development of associated exercise materials (e.g. exercise plan, situation manual, etc.), the coordination and conduct of exercises, assessment and evaluation of exercise performance according to HSEEP guidelines, and the development of a formal After Action Report and Improvement Plan for both exercises and real-world events.

11.8. Minimum Qualifications

Successful contractor(s) will have a least five (5) years of experience in emergency management regarding the following: disaster management, disaster training, disaster exercising, disaster planning; disaster mitigation; disaster response; disaster recovery; FEMA Public Assistance; FEMA Individual Assistance; emergency debris management, removal, or monitoring; private property debris management, removal, or monitoring; force labor accounting practices; general accounting principals; familiarity with FDEM F-ROC procedures, standards, practices, and deliverables; creation of a successful Incident Action Plans, After Action Reports HSEEP; ICS position specific training; or a combination of any of these skills sets that demonstrates successful proficiency in any of the described disciplines.

12. PRICING PROPOSAL

ITB NO.23-TFG0218/FH. - Emergency Planning and Grant Program Management

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

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

HAZARD MITIGATION PROGRAM MANAGEMENT

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	PRINCIPAL	12	Hourly Rate	$199.00	$2,388.00
2	PROJECT MANAGER	12	Hourly Rate	$174.00	$2,088.00
3	FIELD OPERATIONS MANAGER	24	Hourly Rate	$168.00	$4,032.00
4	DATA MANAGER	12	Hourly Rate	$144.00	$1,728.00
5	BILLING/INVOICE ANALYST	6	Hourly Rate	$144.00	$864.00
6	FEMA/FHWA SPECIALIST	36	Hourly Rate	$144.00	$5,184.00
7	ADMINISTRATIVE/CLERICAL	48	Hourly Rate	$85.00	$4,080.00
8	ENGINEER	24	Hourly Rate	0	0
9	GRANT MANAGEMENT VENDOR/VENDOR/CONTRACTOR	300	Hourly Rate	$92.00	$27,600.00
10	GRANT MANAGEMENT ANALYST	200	Hourly Rate	$92.00	$18,400.00
11	SAFETY VENDOR/VENDOR/CONTRACTOR	12	Hourly Rate	$92.00	$1,104.00
12	DATA MANAGEMENT VENDOR/VENDOR/CONTRACTOR	24	Hourly Rate	$92.00	$2,208.00
13	ACCOUNTING VENDOR/VENDOR/CONTRACTOR	6	Hourly Rate	$92.00	$552.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
ESTIMATED OVERTIME					
1	PRINCIPAL	6	Overtime Hourly Rate	$199.00	$1194.00
2	PROJECT MANAGER	6	Overtime Hourly Rate	$174.00	$1044.00
3	FIELD OPERATIONS MANAGER	12	Overtime Hourly Rate	$168.00	$2016.00
4	DATA MANAGER	6	Overtime Hourly Rate	$144.00	$864.00
5	BILLING/INVOICE ANALYST	3	Overtime Hourly Rate	$144.00	$432.00
6	FEMA/FHWA SPECIALIST	18	Overtime Hourly Rate	$144.00	$2592.00
7	ADMINISTRATIVE/CLERICAL	20	Overtime Hourly Rate	$85.00	$1700.00
8	ENGINEER	12	Overtime Hourly Rate	0	0
9	GRANT MANAGEMENT VENDOR/VENDOR/CONTRACTOR	16	Overtime Hourly Rate	$92.00	$1472.00
10	GRANT MANAGEMENT ANALYST	60	Overtime Hourly Rate	$92.00	$5520.00
11	SAFETY VENDOR/VENDOR/CONTRACTOR	6	Overtime Hourly Rate	$92.00	$552.00
12	DATA MANAGEMENT VENDOR/VENDOR/CONTRACTOR	12	Overtime Hourly Rate	$92.00	$1104.00
13	ACCOUNTING VENDOR/VENDOR/CONTRACTOR	3	Overtime Hourly Rate	$92.00	$276.00
TOTAL					**$88,994.00**

DISASTER RECOVERY PROGRAM MANAGEMENT

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	PRINCIPAL	12	Hourly Rate	$199.00	$2388.00
2	PROJECT MANAGER	12	Hourly Rate	$174.00	$2088.00
3	DATA MANAGER	12	Hourly Rate	$144.00	$1728.00
4	BILLING/INVOICE ANALYST	6	Hourly Rate	$144.00	$864.00
5	FEMA/FHWA SPECIALIST	36	Hourly Rate	$144.00	$5184.00
6	ADMINISTRATIVE/CLERICAL	260	Hourly Rate	$85.00	$22100.00
7	ENGINEER	24	Hourly Rate	0	0
8	GRANT MANAGEMENT VENDOR/VENDOR/CONTRACTOR	300	Hourly Rate	$92.00	$27600.00
9	GRANT MANAGEMENT ANALYST	200	Hourly Rate	$92.00	$18400.00
10	SAFETY VENDOR/VENDOR/CONTRACTOR	12	Hourly Rate	$92.00	$1104.00
11	DATA MANAGEMENT VENDOR/VENDOR/CONTRACTOR	24	Hourly Rate	$92.00	$2208.00
12	ACCOUNTING VENDOR/VENDOR/CONTRACTOR	6	Hourly Rate	$92.00	$552.00
ESTIMATED OVERTIME					
1	PRINCIPAL	6	Hourly Rate	$199.00	$1,194.00
2	PROJECT MANAGER	6	Hourly Rate	$174.00	$1,044.00
3	DATA MANAGER	6	Hourly Rate	$144.00	$864.00
4	BILLING/INVOICE ANALYST	3	Hourly Rate	$144.00	$432.00
5	FEMA/FHWA SPECIALIST	18	Hourly Rate	$144.00	$2,592.00
6	ADMINISTRATIVE/CLERICAL	60	Hourly Rate	$85.00	$5,100.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
7	ENGINEER	12	Hourly Rate	0	0
8	GRANT MANAGEMENT VENDOR/VENDOR/CONTRACTOR	60	Hourly Rate	$92.00	$5520.00
9	GRANT ANALYST	60	Hourly Rate	$92.00	$5520.00
10	SAFETY VENDOR/VENDOR/CONTRACTOR	6	Hourly Rate	$92.00	$552.00
11	DATA MANAGEMENT VENDOR/VENDOR/CONTRACTOR	12	Hourly Rate	$92.00	$1104.00
12	ACCOUNTING VENDOR/VENDOR/CONTRACTOR	3	Hourly Rate	$92.00	$276.00
TOTAL					**$108,414.00**

EMERGENCY PLANNING, TRAINING & EXERCISES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	PRINCIPAL	12	Hourly Rate	$199.00	$2,388.00
2	SUBJECT MATTER EXPERT	12	Hourly Rate	$174.00	$2,088.00
3	PROJECT MANAGER	36	Hourly Rate	$174.00	$6,264.00
4	SENIOR VENDOR/VENDOR/CONTRACTOR /PLANNER/ANALYST	48	Hourly Rate	$174.00	$8,352.00
5	VENDOR/VENDOR/CONTRACTOR /PLANNER/ANALYST	60	Hourly Rate	$144.00	$8,640.00
6	CONSULTING AIDE	36	Hourly Rate	$92.00	$3,312.00
ESTIMATED OVERTIME					

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	PRINCIPAL	6	Hourly Rate	199.00	$1,194.00
2	SUBJECT MATTER EXPERT	6	Hourly Rate	174.00	$1,044.00
3	PROJECT MANAGER	18	Hourly Rate	174.00	$3,132.00
4	SENIOR VENDOR/VENDOR/CONTRACTOR/PLANNER/ANALYST	24	Hourly Rate	174.00	$4,176.00
5	VENDOR/VENDOR/CONTRACTOR/PLANNER/ANALYST	30	Hourly Rate	144.00	$4,320.00
6	CONSULTING AIDE	18	Hourly Rate	92.00	$1,656.00
TOTAL					**$46,566.00**

13. VENDOR QUESTIONNAIRE

13.1. VENDOR/CONTRACTOR INFORMATION*

Please Provide the following Information:

1. Respondent/Vendor Contractor Name

2. Vendor/Contractor FEIN

3. Vendor/Contractor's Authorized Representative Name and Title

4. Address

5. Phone Number

6. Email Address

*Response required

13.2. VENDOR/CONTRACTOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES*

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

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

☐ Please confirm

*Response required

13.3. VENDOR/CONTRACTOR SURVEY*

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

Select all that apply

☐ OpenGov Procurement
☐ Newspaper
☐ Purchasing and Contract Department Advertisement Board
☐ Other
*Response required

13.4. VENDOR/CONTRACTOR SURVEY (OTHER)

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

13.5. Please confirm bid validity for 90 days *

Bids will be opened immediately after this date and time and will remain binding upon the Bidder for a period of ninety (90) days thereafter.

☐ Please confirm

*Response required

13.6. Equipment and Facilities list *

Please provide a List of equipment and facilities available to do work.

*Response required

13.7. Personnel List *

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

*Response required

13.8. BID CONFIRMATION*

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

**IMPORTANT NOTE: When submitting your bid, do not attach any forms which may contain terms and conditions that conflict with those listed in the County's bid documents. Inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your bid

being declared non-responsive as these changes will be considered a counteroffer to the County's bid solicitation.

☐ Please confirm

*Response required

13.9. Drug Free Workplace Certification *

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

Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.

Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.

Gives each employee engaged in providing commodities or contractual services that are under proposal a copy of the statement specified above.

Notifies the employees that as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.

Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace Program.

"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

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

☐ Please confirm

*Response required

13.10. Affidavit of Non Collusion and of Non-Interest of Hernando County Employees*

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

☐ Please confirm

*Response required

13.11. Sworn Statement

*13.11.1. Sworn Statement SECTION 287.133 (3) (a)**

I have read and attest that I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes (current version), 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 (current version), 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 (current version), 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 (current version), means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to proposal on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

_____ [attach a copy of the final order].

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

☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
☐ The entity submitting this sworn statement, or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
☐ The entity submitting this sworn statement, or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list [attach a copy of the final order].
*Response required

13.11.2. If you choose option 3, please attach a copy of the final order

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

Please attach a copy of the final order

13.12. Authorized Signatures/Negotiators

Authorized Signatures/Negotiators

*13.12.1. Authorized Signatures/Negotiators **

Please provide the information to support the statement below:

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

Name(s)

Title(s)

Phone no (s)

*Response required

*13.12.2. Type of Organization **

Select your organization's type below

☐ Sole Proprietorship
☐ Joint Venture
☐ Corporation
☐ Partnership
*Response required

*13.12.3. Company ID**

Please Provide Your:

State of Incorporation and

Federal I.D. NO.

*Response required

*13.12.4. W-9 Form **

Please attach your completed W-9 Form

*Response required

*13.12.5. ACH electronic payment **

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

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

(Recommended and Preferred)

☐ Yes, ACH electronic payment method is acceptable.
☐ No, ACH electronic payment method is acceptable.
*Response required

13.12.6. Proof of Real Property Tax

Please upload your proof of Real Property Tax

13.12.7. Copy of Florida Division of Corporations Annual Report

Please upload a copy of your Florida Division of Corporations Annual Report

*13.12.8. E-VERIFY CERTIFICATION**

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.

☐ Please confirm

*Response required

13.13. QUALIFICATION SUBMITTAL REQUIREMENTS

*13.13.1. REFERENCES**

Bidder must provide a minimum of **three (3)**references in format shown below. References must be individuals that can be readily contacted and have first-hand knowledge of the Bidder's performance on the specific project performed by the Bidder. Each reference project must meet the following criteria:

Project within the last three (3) years.

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

Please provide 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

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

*Response required

*13.13.2. QUALIFICATIONS:**

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:

List and give brief description of substantially similar work (size and scope).

*Response required

13.14. HERNANDO COUNTY EMPLOYMENT DISCLOSURE CERTIFICATION STATEMENT

*13.14.1. 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? **

☐ Yes
☐ No

*Response required

*13.14.2. 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?**

☐ Yes
☐ No

*Response required

13.14.3. Relatives and Former Hernando County Employees - Roles and Signatures

Please download the below documents, complete, and upload.

- HC_Employment_Disclosure_Ce...

13.14.4. Solicitation-Offer-Award

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

- Solicitation_-_Offer_-_Awar...

13.14.5. REQUIRED GRANT CERTIFICATIONS AND FORMS

Please download the below documents, complete, and upload.

- Suspension_Debarment_Certif...
- Certification_Regarding_Lob...
- Disclosure_of_Lobbying_Acti...
- DBE-SUB_Statement_Form.pdf
- GOOD_FAITH_EFFORTS-with_OSD...

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

Emergency Planning and Grant Program Management

IN
HERNANDO COUNTY, FLORIDA

SOLICITATION NO. 23-TFG0218/FH

BIDS DUE: 10/2/2023 BY 10:00 AM EST

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

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

A. QUESTIONS AND ANSWERS

1.Q. **We are kindly requesting the County to waive the liquidated damages provision included on page 35 of the RFP, as it is not appropriate for a time and material effort and the nature of the work contemplated under the resulting debris monitoring contract. Liquidated damages are normally used in construction contracts where the obligations for faithful performance are tied to specific milestones and contract terms.**

1.A. No, liquidated damages cannot be waived due to State and Federal deadlines as well as requirements set by FEMA.

2.Q. **We are kindly requesting the County to remove the Equipment Listing requirement in the Vendor Questionnaire, as items such as rolling stock, loaders, tractors, mowers and other specialized equipment are not reflective of the scope of work in the RFP.**

2.A. Section 13.2 EQUIPMENT LISTING is removed.

3.Q. **Will the County consider providing bidders with evaluation criteria and respective scoring guidelines?**

3.A. Yes, evaluation criteria to be added via addendum.

4.Q. **We understand Hernando County has active debris monitoring as a function of emergency services – do the 11.8. Minimum Qualifications on page 53 regarding debris monitoring**

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

apply to funds management for these activities, or is the requirement to manage debris for the County?

4.A. These activities apply to funds management.

5.Q. **In the Pricing Proposal section starting on page 54, each table contains a column titled "Quantity." What does "Quantity" mean (i.e. number of staff, maximum number of hours for each staff during the 24 month term period, etc.)?**

5.A. Quantity is associated with unit of measure. Example: Principal is 12 hours at the hourly rate.

6.Q. **Please confirm the contract type of this opportunity. Is the contract type time and materials/labor hour and the reference to a firm fixed price in Section 9.4 only applies to the total value of the contract since fixed quantities have been provided in the Pricing Proposal section on page 54?**

6.A. The type of contract is type time and material labor hours. We will hold the total as the contract firm fixed price.

7.Q. **Paragraph 8.3.E reads "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." What does the County mean by "Bid Specifications" and "Bid Form."? Are these separate documents listed in the ITB or located elsewhere?**

7.A. "Bid Specification" refers to all the sections of the solicitation. "Bid Form" refers to sections 12 and 13 and is the compilation of all required vendor submittals.

8.Q. **To provide the lowest rates possible, would the County consider reimbursing travel expenses separately at the prevailing GSA per diem rates without any markup applied?**

8.A. This should be part of the bid proposal and not separately.

9.Q. **The term "Bid Form" is referenced throughout the ITB. Please clarify what the County means by "Bid Form."**

9.A. Bid Form refers to sections 12 and 13 and is the compilation of all required vendor submittals

BOARD OF COUNTY COMMISSIONERS
OF HERNANDO COUNTY, FLORIDA

For: Toni Brady, Chief Procurement Officer

PROCUREMENT DEPARTMENT

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

ADDENDUM # TWO (2)

TO
THE CONTRACT DOCUMENTS
FOR THE

Emergency Planning and Grant Program Management

IN
HERNANDO COUNTY, FLORIDA

SOLICITATION NO. 23-TFG0218/FH

BIDS DUE: 10/16/2023 BY 10:00 AM EST

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. PROPOSAL SUBMISSION DEADLINE

- The Proposal Submission Deadline has changed

  from October 2, 2023 by 10:00 am

  to October 16, 2023 by 10:00 am.

B. QUESTIONS AND ANSWERS

1.Q. Will the County consider providing bidders with evaluation criteria and respective scoring guidelines?

1.A. The guidelines are as described below:

Evaluation of Writen and Oral Proposal (if required)

1. PROJECT UNDERSTAND APPROACH

Describe your understanding of the project scope.
Describe your approach to the project.

Schedule maintenance methodology.
Scoring Method:
Points Based
Weight (Points): 20 (20% of Total)

2. PROJECT TEAM

Identify key staff members and any sub-consultants.
Qualifications and relevant experience of staff and sub-consultants.
Unique knowledge of key team members relating to the project.
Experience on projects as a team.
Key staff involvement in project management and on-site presence.
Time commitment of key staff.
Qualifications and relevant subconsultant experience.
Scoring Method:
Points Based
Weight (Points): 40 (40% of Total)

3. FIRM CAPABILITIES AND EXPERIENCE

Current and projected workload.
How will this project fit into your workload?
Experience of the key staff and firm with projects of similar scope and complexity.
Demonstrated success on past projects of similar scope and complexity.
Provide references from work with similar size and scope completed in the last 5 years.
Scoring Method:
Points Based
Weight (Points): 20 (20% of Total)

4. QUALITY/COST CONTROLS

Budget methodology/cost control.
Quality control methodology.
Scoring Method:
Points Based
Weight (Points): 20 (20% of Total)

BOARD OF COUNTY COMMISSIONERS
OF HERNANDO COUNTY, FLORIDA

For: Toni Brady, Chief Procurement Officer

Addendum #3

Sep 28, 2023 2:21 PM

Addendum No. 3 rescinds Addendum No. 2 and also answers Question No. 3 in Addendum No. 1 (3.Q. "Will the County consider providing bidders with evaluation criteria and respective scoring guidelines")?

For Evaluation Criteria, please refer to Sections 8.3., 8.4., 8.5. and 8.6. in the solicitation.

In addition, please use the See What Changed link to view all the changes made by this addendum to include file upload options.

See What Changed

AP Alisa Pike *4 months ago*

County of Hernando
Procurement Department
Toni Brady, Chief Procurement Officer
15470 Flight Path Drive, Brooksville, FL 34604

PROPOSAL DOCUMENT REPORT

T No. 23-TFG0218/FH

Emergency Planning and Grant Program Management

RESPONSE DEADLINE: October 16, 2023 at 10:00 am

Report Generated: Tuesday, October 24, 2023

Thomas Howell Ferguson Proposal

CONTACT INFORMATION

Company:
Thomas Howell Ferguson

Email:
localgov@thf-cpa.com

Contact:
Jeff Barbacci

Address:
2615 Centennial Blvd.,
Suite 200
Tallahassee, FL 32308

Phone:
(850) 668-8100

Website:
www.thf.cpa

Submission Date:
Oct 9, 2023 10:40 AM

ADDENDA CONFIRMATION

Addendum #1
Confirmed Sep 20, 2023 11:04 AM by Jeff Barbacci

Addendum #2
Confirmed Sep 27, 2023 12:01 PM by Jeff Barbacci

Addendum #3
Confirmed Sep 28, 2023 2:44 PM by Jeff Barbacci

QUESTIONNAIRE

1. VENDOR/CONTRACTOR INFORMATION*

Pass

Please Provide the following Information:

1. Respondent/Vendor Contractor Name

2. Vendor/Contractor FEIN

3. Vendor/Contractor's Authorized Representative Name and Title

4. Address

5. Phone Number

6. Email Address

(1) Thomas Howell Ferguson P.A. CPAs (2) 593186310 (3) Ben A. Steve Stevens, III, Shareholder, Government Consulting Services (4) 2615 Centennial Boulevard, Suite 200 Tallahassee, Florida 32308 (5) 850.668.8100 (6) localgov@thf-cpa.com

2. VENDOR/CONTRACTOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES*

Pass

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

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

Confirmed

3. VENDOR/CONTRACTOR SURVEY*

Pass

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

OpenGov Procurement

Purchasing and Contract Department Advertisement Board

4. VENDOR/CONTRACTOR SURVEY (OTHER)

Pass

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

N/A

5. Please confirm bid validity for 90 days *

Pass

Bids will be opened immediately after this date and time and will remain binding upon the Bidder for a period of ninety (90) days thereafter.

Confirmed

6. Equipment and Facilities list *

Pass

Please provide a List of equipment and facilities available to do work.

Hernando_County_-_Equipment_&_Facilities_List.pdf

7. Personnel List *

Pass

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

Hernando_County_-_Personnel_List.pdf

8. BID CONFIRMATION*

Pass

The undersigned Bidder has carefully read the Invitation to Bid and its provisions, terms and conditions covering the equipment, materials, supplies and services as called for, and fully understands the requirements and conditions. Bidder certifies that this bid for

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

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

Confirmed

9. Drug Free Workplace Certification *

Pass

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

Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.

Informs employees about the dangers of drug abuse in the workplace, the firm’s policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.

Gives each employee engaged in providing commodities or contractual services that are under proposal a copy of the statement specified above.

Notifies the employees that as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 893, or of any controlled substance law of the State of Florida or the United States, for a violation

occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.

Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace Program.

"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

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

Confirmed

10. 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

11. Sworn Statement

SWORN STATEMENT SECTION 287.133 (3) (A)*
Pass

I have read and attest that I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes (current version), 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 (current version), 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 (current version), 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 (current version), means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to proposal on contracts for the provisions of goods or services let by a public entity,

or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

_____ [attach a copy of the final order].

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

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

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

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

Please attach a copy of the final order

No response submitted

12. Authorized Signatures/Negotiators

Authorized Signatures/Negotiators

AUTHORIZED SIGNATURES/NEGOTIATORS *
Pass

Please provide the information to support the statement below:

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

Name(s)

Title(s)

Phone no (s)

Ben A. Steve Stevens III

Shareholder, Government Consulting Services

850.521.3149

TYPE OF ORGANIZATION *
Pass

Select your organization's type below

Corporation

COMPANY ID*
Pass

Please Provide Your:

State of Incorporation and

Federal I.D. NO.

Florida 59-3186310

W-9 FORM *
Pass

Please attach your completed W-9 Form

W-9_THF_Signed_-_2022.pdf

ACH ELECTRONIC PAYMENT *
Pass

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

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

(Recommended and Preferred)

Yes, ACH electronic payment method is acceptable.

PROOF OF REAL PROPERTY TAX

Please upload your proof of Real Property Tax

No response submitted

COPY OF FLORIDA DIVISION OF CORPORATIONS ANNUAL REPORT
Pass

Please upload a copy of your Florida Division of Corporations Annual Report

Thomas_Howell_Ferguson_P.A.pdf

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

13. QUALIFICATION SUBMITTAL REQUIREMENTS

REFERENCES*
Pass

Bidder must provide a minimum of **three (3)**references in format shown below. References must be individuals that can be readily contacted and have first-hand knowledge of the Bidder's performance on the specific project performed by the Bidder. Each reference project must meet the following criteria:

Project within the last three (3) years.

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

Please provide 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

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

Hernando_County_-_References.pdf

QUALIFICATIONS:*

Pass

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:

List and give brief description of substantially similar work (size and scope).

Hernando_County_-_Qualifications.pdf

14. HERNANDO COUNTY EMPLOYMENT DISCLOSURE CERTIFICATION STATEMENT

IS ANY OFFICER, PARTNER, DIRECTOR, PROPRIETOR, ASSOCIATE OR MEMBER OF THE BUSINESS ENTITY A FORMER EMPLOYEE OF HERNANDO COUNTY WITHIN THE LAST TWO (2) YEARS? *
Pass

No

IS ANY OFFICER, PARTNER, DIRECTOR, PROPRIETOR, ASSOCIATE OR MEMBER OF THE BUSINESS ENTITY A RELATIVE OR MEMBER OF THE HOUSEHOLD OF A CURRENT HERNANDO COUNTY EMPLOYEE THAT HAD OR WILL HAVE ANY INVOLVEMENT WITH THIS PROCUREMENT OR CONTRACT AUTHORIZATION?*
Pass

No

RELATIVES AND FORMER HERNANDO COUNTY EMPLOYEES - ROLES AND SIGNATURES
Pass

Please download the below documents, complete, and upload.

- HC_Employment_Disclosure_Ce...

Hernando_County_Employment_Disclosure.pdf

SOLICITATION-OFFER-AWARD
Pass

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

- Solicitation - Offer - Awar...

Solicitation_Offer_Award.pdf

REQUIRED GRANT CERTIFICATIONS AND FORMS
Pass

Please download the below documents, complete, and upload.

- Suspension Debarment Certif...
- Certification Regarding Lob...
- Disclosure of Lobbying Acti...
- DBE-SUB Statement Form.pdf
- GOOD FAITH EFFORTS-with OSD...

Suspension_Debarment_Certification.pdfCertification_Regarding_Lobbying.pdfDisclosure_of_Lobbying_Activities.pdfDBE_Sub_Statement_Form.pdfGood_Faith_Efforts.pdf

PRICE TABLES

HAZARD MITIGATION PROGRAM MANAGEMENT

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	PRINCIPAL	12	Hourly Rate	$199.00	$2,388.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
2	PROJECT MANAGER	12	Hourly Rate	$174.00	$2,088.00
3	FIELD OPERATIONS MANAGER	24	Hourly Rate	$168.00	$4,032.00
4	DATA MANAGER	12	Hourly Rate	$144.00	$1,728.00
5	BILLING/INVOICE ANALYST	6	Hourly Rate	$144.00	$864.00
6	FEMA/FHWA SPECIALIST	36	Hourly Rate	$144.00	$5,184.00
7	ADMINISTRATIVE/CLERICAL	48	Hourly Rate	$85.00	$4,080.00
8	ENGINEER	24	Hourly Rate	$0.00	$0.00
9	GRANT MANAGEMENT VENDOR/VENDOR/CONTRACTOR	300	Hourly Rate	$92.00	$27,600.00
10	GRANT MANAGEMENT ANALYST	200	Hourly Rate	$92.00	$18,400.00
11	SAFETY VENDOR/VENDOR/CONTRACTOR	12	Hourly Rate	$92.00	$1,104.00
12	DATA MANAGEMENT VENDOR/VENDOR/CONTRACTOR	24	Hourly Rate	$92.00	$2,208.00
13	ACCOUNTING VENDOR/VENDOR/CONTRACTOR	6	Hourly Rate	$92.00	$552.00
ESTIMATED OVERTIME					
1	PRINCIPAL	6	Overtime Hourly Rate	$199.00	$1,194.00
2	PROJECT MANAGER	6	Overtime Hourly Rate	$174.00	$1,044.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
3	FIELD OPERATIONS MANAGER	12	Overtime Hourly Rate	$168.00	$2,016.00
4	DATA MANAGER	6	Overtime Hourly Rate	$144.00	$864.00
5	BILLING/INVOICE ANALYST	3	Overtime Hourly Rate	$144.00	$432.00
6	FEMA/FHWA SPECIALIST	18	Overtime Hourly Rate	$144.00	$2,592.00
7	ADMINISTRATIVE/CLERICAL	20	Overtime Hourly Rate	$85.00	$1,700.00
8	ENGINEER	12	Overtime Hourly Rate	$0.00	$0.00
9	GRANT MANAGEMENT VENDOR/VENDOR/CONTRACTOR	16	Overtime Hourly Rate	$92.00	$1,472.00
10	GRANT MANAGEMENT ANALYST	60	Overtime Hourly Rate	$92.00	$5,520.00
11	SAFETY VENDOR/VENDOR/CONTRACTOR	6	Overtime Hourly Rate	$92.00	$552.00
12	DATA MANAGEMENT VENDOR/VENDOR/CONTRACTOR	12	Overtime Hourly Rate	$92.00	$1,104.00
13	ACCOUNTING VENDOR/VENDOR/CONTRACTOR	3	Overtime Hourly Rate	$92.00	$276.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
TOTAL					$88,994.00

DISASTER RECOVERY PROGRAM MANAGEMENT

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	PRINCIPAL	12	Hourly Rate	$199.00	$2,388.00
2	PROJECT MANAGER	12	Hourly Rate	$174.00	$2,088.00
3	DATA MANAGER	12	Hourly Rate	$144.00	$1,728.00
4	BILLING/INVOICE ANALYST	6	Hourly Rate	$144.00	$864.00
5	FEMA/FHWA SPECIALIST	36	Hourly Rate	$144.00	$5,184.00
6	ADMINISTRATIVE/CLERICAL	260	Hourly Rate	$85.00	$22,100.00
7	ENGINEER	24	Hourly Rate	$0.00	$0.00
8	GRANT MANAGEMENT VENDOR/VENDOR/CONTRACTOR	300	Hourly Rate	$92.00	$27,600.00
9	GRANT MANAGEMENT ANALYST	200	Hourly Rate	$92.00	$18,400.00
10	SAFETY VENDOR/VENDOR/CONTRACTOR	12	Hourly Rate	$92.00	$1,104.00
11	DATA MANAGEMENT VENDOR/VENDOR/CONTRACTOR	24	Hourly Rate	$92.00	$2,208.00
12	ACCOUNTING VENDOR/VENDOR/CONTRACTOR	6	Hourly Rate	$92.00	$552.00
ESTIMATED OVERTIME					

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	PRINCIPAL	6	Hourly Rate	$199.00	$1,194.00
2	PROJECT MANAGER	6	Hourly Rate	$174.00	$1,044.00
3	DATA MANAGER	6	Hourly Rate	$144.00	$864.00
4	BILLING/INVOICE ANALYST	3	Hourly Rate	$144.00	$432.00
5	FEMA/FHWA SPECIALIST	18	Hourly Rate	$144.00	$2,592.00
6	ADMINISTRATIVE/CLERICAL	60	Hourly Rate	$85.00	$5,100.00
7	ENGINEER	12	Hourly Rate	$0.00	$0.00
8	GRANT MANAGEMENT VENDOR/VENDOR/CONTRACTOR	60	Hourly Rate	$92.00	$5,520.00
9	GRANT ANALYST	60	Hourly Rate	$92.00	$5,520.00
10	SAFETY VENDOR/VENDOR/CONTRACTOR	6	Hourly Rate	$92.00	$552.00
11	DATA MANAGEMENT VENDOR/VENDOR/CONTRACTOR	12	Hourly Rate	$92.00	$1,104.00
12	ACCOUNTING VENDOR/VENDOR/CONTRACTOR	3	Hourly Rate	$92.00	$276.00
TOTAL					**$108,414.00**

EMERGENCY PLANNING, TRAINING & EXERCISES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	PRINCIPAL	12	Hourly Rate	$199.00	$2,388.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
2	SUBJECT MATTER EXPERT	12	Hourly Rate	$174.00	$2,088.00
3	PROJECT MANAGER	36	Hourly Rate	$174.00	$6,264.00
4	SENIOR VENDOR/VENDOR/CONTRACTOR /PLANNER/ANALYST	48	Hourly Rate	$174.00	$8,352.00
5	VENDOR/VENDOR/CONTRACTOR /PLANNER/ANALYST	60	Hourly Rate	$144.00	$8,640.00
6	CONSULTING AIDE	36	Hourly Rate	$92.00	$3,312.00
ESTIMATED OVERTIME					
1	PRINCIPAL	6	Hourly Rate	$199.00	$1,194.00
2	SUBJECT MATTER EXPERT	6	Hourly Rate	$174.00	$1,044.00
3	PROJECT MANAGER	18	Hourly Rate	$174.00	$3,132.00
4	SENIOR VENDOR/VENDOR/CONTRACTOR/PLANNER/ANALYST	24	Hourly Rate	$174.00	$4,176.00
5	VENDOR/VENDOR/CONTRACTOR/PLANNER/ANALYST	30	Hourly Rate	$144.00	$4,320.00
6	CONSULTING AIDE	18	Hourly Rate	$92.00	$1,656.00
TOTAL					$46,566.00

Equipment and Facilities List

1. **Tallahassee Office**
    a. 2615 Centennial Blvd., Ste. 200, Tallahassee, Florida 32308
2. **Tampa Office**
    a. 201 E. Kennedy Blvd., Ste 1111, Tampa, Florida 33602

Key Personnel List

Primary Contact

Steve Stevens, Nicole Acosta, Brittany Bechtel, John Beall, and Chris Smith will serve as your primary contacts. This ensures that you will always be able to get in contact with a leader of this engagement team when needed.

Steve Stevens, Engagement Shareholder
Nicole Acosta, Senior Manager
Brittany Bechtel, Manager
John Beall, Manager
Chris Smith, Consultant

During normal business times, 25 full-time employees will be available to assist as needed.

1110

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Thomas Howell Ferguson, P.A.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
2615 Centennial Boulevard, Suite 200

Requester's name and address (optional)

6 City, state, and ZIP code
Tallahassee, FL 32308

7 List account number(s) here (optional)

Print or type. See **Specific Instructions** on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
			–			–				

or

Employer identification number
5	9	–	3	1	8	6	3	1	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person ▶** Anita C Sunday **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

State of Florida
Department of State

I certify from the records of this office that THOMAS HOWELL FERGUSON P.A. is a corporation organized under the laws of the State of Florida, filed on June 18, 1993.

The document number of this corporation is P93000043229.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on February 21, 2023, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-first day of February, 2023



Secretary of State

Tracking Number: 8631832144CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

References

Peace River Electric Cooperative, Inc.
A Touchstone Energy® Cooperative

1. **Business Name**
   a. Peace River Electric Cooperative
2. **Reference Contact**
   a. Debbie Davis
3. **Reference Address**
   a. PO Box 1310 / 210 Metheny Rd, Wauchula, Florida 33873
4. **Reference Phone No.**
   a. 863.767.4694
5. **Reference Email Address**
   a. Debbie.davis@preco.coop
6. **Project Name**
   a. FEMA Disaster Consulting
7. **Project Location**
   a. Wauchula
8. **Contract Project Manager**
   a. John Beall
9. **Site Superintendent**
   a. N/A
10. **Contract Amount**
    a. $340,000.00
11. **Date Project Commenced**
    a. June 2022
12. **Date of Substantial Completion**
    a. Ongoing
13. **Date of Final Completion**
    a. Ongoing
14. **Description of Work Performed**
    a. THF works at the direction of PRECO to assist in the FEMA reimbursement process for damage incurred by COVID-19, Hurricane Ian, Hurricane Nicole, and Hurricane Idalia. THF also works at the direction of PRECO to assist with the F-ROC timeline. This includes the Disaster Readiness Assessment, Abatement Plan, and Post Disaster Assessment.

References

1. **Business Name**
   a. Florida Department of Military Affairs
2. **Reference Contact**
   a. Jack McAlpine
3. **Reference Address**
   a. 82 Marine Street, St. Augustine, Florida 32084
4. **Reference Phone No.**
   a. 904.823.0203
5. **Reference Email Address**
   a. john.m.mcalpine3.nfg@army.mil
6. **Project Name**
   a. FEMA Disaster Consulting
7. **Project Location**
   a. St. Augustine, FL
8. **Contract Project Manager**
   a. Brittany Bechtel
9. **Site Superintendent**
   a. N/A
10. **Contract Amount**
    a. $860,000.00
11. **Date Project Commenced**
    a. December 2019
12. **Date of Substantial Completion**
    a. Ongoing
13. **Date of Final Completion**
    a. Ongoing
14. **Description of Work Performed**
    a. Comprehensive Grants Management for FEMA Public Assistance Reimbursement Process.

References

Central Florida Electric Cooperative, Inc.
~ YOUR POWER PARTNER ~

1. **Business Name**
   a. Central Florida Electric Cooperative
2. **Reference Contact**
   a. Shelby Allen, CPA
3. **Reference Address**
   a. 11491 NW 50th Avenue, Chiefland, Florida 32626
4. **Reference Phone No.**
   a. 352.493.6907
5. **Reference Email Address**
   a. sallen@cfec.com
6. **Project Name**
   a. FEMA Disaster Consulting
7. **Project Location**
   a. Chiefland, FL
8. **Contract Project Manager**
   a. John Beall
9. **Site Superintendent**
   a. N/A
10. **Contract Amount**
    a. $62,200.00
11. **Date Project Commenced**
    a. September 2021
12. **Date of Substantial Completion**
    a. Ongoing
13. **Date of Final Completion**
    a. Ongoing
14. **Description of Work Performed**
    a. THF works at the direction of CFEC to assist in the FEMA reimbursement process for damage incurred by COVID-19, Hurricane Ian, Hurricane Nicole, and Hurricane Idalia. THF also works at the direction of CFEC to assist with the F-ROC timeline. This includes the Disaster Readiness Assessment, Abatement Plan, and Post Disaster Assessment.

Qualifications

Similar Completed Projects

The following is a list of relevant clients that the firm has served as the prime contractor that is comparable in quality and Scope of Work.

Mr. John Mcalpine, Finance and Accounting Director
Florida Department of Military Affairs
82 Marine Street, St. Augustine, Florida 32084
Phone: (904) 823-0203
Email: john.m.mcalpine3.nfg@mail.mil

Project Description:
Pre-Audit Services for FEMA Reporting for Hurricane Michael, Dorian, Sally, Ian, Nicole, and all Covid-19-related disasters. THF has assisted DMA with all disaster-related project worksheets and project obligations since 2019. To date, THF has been able to recover $17 million in disallowed costs from FEMA.

Total dollar amount of Project:
$860,000 is the amount of contracts received to date. THF's contract with the Florida Department of Military Affairs started on 12/2019, was renewed in 2022, and is currently ongoing.

Key Staff:
Steve Stevens, Nicole Acosta, Brittany Bechtel

Mr. Kevin Guthrie, Executive Director
Florida Division of Emergency Management
2555 Shumard Oak Boulevard, Tallahassee, Florida 32399
Phone: (850) 815-4000
Email: kevin.guthrie@em.myflorida.com

Project Description:
100% validation of sub-recipients for multiple counties across North Florida related to Hurricane Irma.

Total Dollar Amount of Project:
THF has verified and validated $900 million of disaster-related reimbursements to the State of Florida Applicants to date. Payout of $900 million with actual fees to date of $40 million.

Key Staff:
Steve Stevens/Director, Nicole Acosta/Manager, Brittany Bechtel/Senior Consultant

Qualifications

Similar Completed Projects Continued

Mr. Richard A. Collins, Director
Sarasota County Emergency Services
1660 Ringling Boulevard, Sarasota, Florida 34236
Phone: (941) 861-5578
Email: rcollins@scgov.net

Project Description:
THF is currently serving to assist Sarasota County with the Emergency Rental Assistance Program (ERAP). We have also assisted Sarasota County in the disbursement of CARES Funding. THF performed tasks including calculating award amounts and verifying and validating documents submitted by the Business, Individual, Arts, Human Services, and Medical applicants. Business Assistance reached the goal of $44 million by December 22, 2020, and Individual Assistance reached $7.2 million. THF assisted with disbursing a total amount of $59,560,265.67 among the five programs, meeting the County's goal with no return in funding to the State of Florida Division of Emergency Management. The team assisted with 7,084 disbursements of over $59 million to 2,939 applicants after validating 6,283 applications. The team included 28 on-site team members, from Junior Consultants to Principals from September 2020 through March 2021. While Sarasota CARES ended, THF continued to assist the County with another Federal program called ERAP. The current ERAP project is similar to TRIP as data is received, validated, and analyzed for eligibility.

Total Dollar Amount of Project:
Sarasota received $73 million from the State of Florida for CARES Act Funding. THF assisted with the disbursement of $59,560,265.67. THF received $3.2 million.

Key Staff:
Steve Stevens, Nicole Acosta, Brittany Bechtel

HERNANDO COUNTY EMPLOYMENT DISCLOSURE CERTIFICATION STATEMENT

9/27/2023
(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: Thomas Howell Ferguson CPAs

localgov@thf-cpa.com
(Email address)


(Signature required)

Ben A. "Steve" Stevens III
(Print name)

Shareholder, Government Consulting Services
(Print title)

2615 Centennial Blvd, Ste 200, Tallahassee, FL 32308
(Address)

850-668-8100
(Phone)

850-668-8199
(Fax)

59-3186310
(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.

SOLICITATION - OFFER - AWARD

SOLICITATION NO:	SOLICITATION TITLE:	DATE ISSUED:	CONTRACT NO:
23-TFG0218	**Emergency Planning & Grant Management**	**August 30, 2023**	**23-TFG0218**

ISSUED BY:

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA
John Allocco, Chairman
Elizabeth Narverud, Vice Chairman
Steve Champion, Second Vice Chairman
Jerry Campbell
Brian Hawkins

SUBMIT BID OFFER TO:

HERNANDO COUNTY
PURCHASING AND CONTRACTS
15470 FLIGHT PATH DRIVE
BROOKSVILLE, FL 34604

Toni Brady
Chief Procurement Officer

SOLICITATION

SEALED OFFERS, FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT DESCRIBED HEREIN WILL BE RECEIVED AT THE OFFICE OF PURCHASING AND CONTRACTS DEPARTMENT, VIA HERNANDO COUNTY'S EPROCUREMENT PORTAL AT: http://secure.procurenow.com/portal/hernandocounty, **UNTIL 10:00 A.M., LOCAL TIME ON OCTOBER 2, 2023.** 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 15470 FLIGHT PATH DRIVE, BROOKSVILLE, FL 34604 **10:00 A.M. ON OCTOBER 2, 2023.** 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	Providing professional services to facilitate emergency planning, disaster recovery program management and hazard mitigation program management services on an as-needed basis (SEE ATTACHED SPECIFICATIONS)	XX	XX	XX	$_____

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

Thomas Howell Ferguson P.A. CPAs
Company Name
2615 Centennial Blvd, Ste 200
Address
Tallahassee | Florida | 32308
City | State | Zip Code
850-668-8100 | 850-668-8199 | localgov@thf-cpa.com
Phone Number | Fax Number | Email Address

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN BID OFFER:

BIDDER'S SIGNATURE



OFFER DATE: 9/21/2023

AWARD

(TO BE COMPLETED BY COUNTY)

REVIEWED FOR LEGAL SUFFICIENCY: 8/21/2023	LR NO.: 2023-491	BY: Melissa Tartaglia
ACCEPTED AS TO ITEM(S) NO:	AMOUNT:	ACCOUNTING CODE:

SUBMIT INVOICES TO:

HERNANDO COUNTY
DEPARTMENT OF PUBLIC WORKS
1525 EAST JEFFERSON STREET
BROOKSVILLE, FL 34601

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ACCEPTANCE AND AWARD FOR THE COUNTY:

SIGNATURE: | AWARD DATE:

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: Thomas Howell Ferguson P.A. CPAs

By: _____ Date: 9/27/2023
Authorized Signature

Title: Shareholder, Government Consulting Services

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.

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 $10,00 0 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 subjec t to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

* APPLICANT'S ORGANIZATION

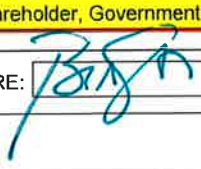
Thomas Howell Ferguson P.A. CPAs

* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix: | * First Name: Steve | Middle Name:

* Last Name: Stevens | Suffix:

* Title: Shareholder, Government Consulting Services

* SIGNATURE:  * DATE: 9/27/2023

DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB
0348-0046

1. * Type of Federal Action:
- [ ] a. contract
- [x] b. grant
- [ ] c. cooperative agreement
- [ ] d. loan
- [ ] e. loan guarantee
- [ ] f. loan insurance

2. * Status of Federal Action:
- [ ] a. bid/offer/application
- [x] b. initial award
- [ ] c. post-award

3. * Report Type:
- [x] a. initial filing
- [ ] b. material change

4. Name and Address of Reporting Entity:

[x] Prime [ ] SubAwardee

*Name: Thomas Howell Ferguson P.A. CPAs

*Street 1: 2615 Centennial Blvd Street 2: Suite 200

*City: Tallahassee State: Florida Zip: 32308

Congressional District, if known:

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

6. * Federal Department/Agency: N/A

7. * Federal Program Name/Description:

CFDA 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: N/A Middle Name

*Last Name: N/A Suffix

*Street 1 Street 2

*City State Zip

b. Individual Performing Services (including address if different from No. 10a)

Prefix *First Name: N/A Middle Name

*Last Name: N/A 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:** Completed on submission to Grants.gov

***Name:** Prefix *First Name: Steve Middle Name

*Last Name: Stevens Suffix

Title: Shareholder, Government Consulting Services **Telephone No.:** 850.521.3149 **Date:** 9/27/2023 Completed on submission to Grants.gov

Federal Use Only:

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Standard Form - LLL (Rev. 7-97)

Disadvantaged Business Enterprise (DBE) Affirmation Statement

Prime Contractor/Prime Consultant: Thomas Howell Ferguson P.A. CPAs

Telephone Number: 850-668-8100

Address: 2615 Centennial Blvd, Ste 200, Tallahassee, FL 32308

I hereby certify that the above stated contractor/consultant is a (select one):

☐ DBE ☑ Non-DBE

Subcontractor Services List

Please list all subcontractors for services:

• Company Name: Mauldin & Jenkins
Telephone Number: 941.747.4483
Address: 1401 Manatee Avenue West, Suite 1200, Bradenton, FL 34205

The above company named is a (select one):

☐ DBE ☑ Non-DBE

• CompanyName: _____
Telephone Number: _____
Address: _____

The above company named is a (select one):

☐ DBE ☐ Non-DBE

• Company Name: _____
Telephone Number: _____
Address: _____

The above company named is a (select one):

☐ DBE ☐ Non-DBE

• Company Name: _____
Telephone Number: _____
Address: _____

The above company named is a (select one):

☐ DBE ☐ Non-DBE

• Company Name: _____
Telephone Number: _____
Address: _____

The above company named is a (select one):

☐ DBE ☐ Non-DBE

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.

Authorized Signature

9/27/2023
Date

Ben A. "Steve" Stevens III
Name (Printed)

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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(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.

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* APPLICANT'S ORGANIZATION

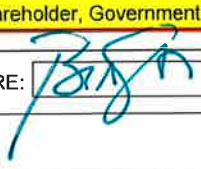
Thomas Howell Ferguson P.A. CPAs

* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix: | * First Name: Steve | Middle Name:

* Last Name: Stevens | Suffix:

* Title: Shareholder, Government Consulting Services

* SIGNATURE:  * DATE: 9/27/2023

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Telephone Number: 850-668-8100

Address: 2615 Centennial Blvd, Ste 200, Tallahassee, FL 32308

I hereby certify that the above stated contractor/consultant is a (select one):

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Address: 1401 Manatee Avenue West, Suite 1200, Bradenton, FL 34205

The above company named is a (select one):
☐ DBE ☑ Non-DBE

• CompanyName: _____
Telephone Number: _____
Address: _____

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☐ DBE ☐ Non-DBE

• Company Name: _____
Telephone Number: _____
Address: _____

The above company named is a (select one):
☐ DBE ☐ Non-DBE

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Address: _____

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☐ DBE ☐ Non-DBE

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Telephone Number: _____
Address: _____

The above company named is a (select one):
☐ DBE ☐ Non-DBE

DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB
0348-0046

1. * Type of Federal Action:
- [ ] a. contract
- [x] b. grant
- [ ] c. cooperative agreement
- [ ] d. loan
- [ ] e. loan guarantee
- [ ] f. loan insurance

2. * Status of Federal Action:
- [ ] a. bid/offer/application
- [x] b. initial award
- [ ] c. post-award

3. * Report Type:
- [x] a. initial filing
- [ ] b. material change

4. Name and Address of Reporting Entity:

[x] Prime [ ] SubAwardee

* Name: Thomas Howell Ferguson P.A. CPAs
* Street 1: 2615 Centennial Blvd
Street 2: Suite 200
* City: Tallahassee
State: Florida
Zip: 32308
Congressional District, if known:

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

6. * Federal Department/Agency:
N/A

7. * Federal Program Name/Description:
CFDA 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: N/A Middle Name:
* Last Name: N/A Suffix:
* Street 1: Street 2:
* City: State: Zip:

b. Individual Performing Services (including address if different from No. 10a)

Prefix: * First Name: N/A Middle Name:
* Last Name: N/A 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: Completed on submission to Grants.gov
*Name: Prefix: * First Name: Steve Middle Name:
* Last Name: Stevens Suffix:
Title: Shareholder, Government Consulting Services Telephone No.: 850.521.3149 Date: Completed on submission to Grants.gov 9/27/2023

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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.

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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.
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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.

Authorized Signature

9/27/2023
Date

Ben A. "Steve" Stevens III
Name (Printed)

Equipment and Facilities List

1. **Tallahassee Office**
    a. 2615 Centennial Blvd., Ste. 200, Tallahassee, Florida 32308
2. **Tampa Office**
    a. 201 E. Kennedy Blvd., Ste 1111, Tampa, Florida 33602

Key Personnel List

Primary Contact

Steve Stevens, Nicole Acosta, Brittany Bechtel, John Beall, and Chris Smith will serve as your primary contacts. This ensures that you will always be able to get in contact with a leader of this engagement team when needed.

Steve Stevens, Engagement Shareholder
Nicole Acosta, Senior Manager
Brittany Bechtel, Manager
John Beall, Manager
Chris Smith, Consultant

During normal business times, 25 full-time employees will be available to assist as needed.

Qualifications

Similar Completed Projects

The following is a list of relevant clients that the firm has served as the prime contractor that is comparable in quality and Scope of Work.

Mr. John Mcalpine, Finance and Accounting Director
Florida Department of Military Affairs
82 Marine Street, St. Augustine, Florida 32084
Phone: (904) 823-0203
Email: john.m.mcalpine3.nfg@mail.mil

Project Description:
Pre-Audit Services for FEMA Reporting for Hurricane Michael, Dorian, Sally, Ian, Nicole, and all Covid-19-related disasters. THF has assisted DMA with all disaster-related project worksheets and project obligations since 2019. To date, THF has been able to recover $17 million in disallowed costs from FEMA.

Total dollar amount of Project:
$860,000 is the amount of contracts received to date. THF's contract with the Florida Department of Military Affairs started on 12/2019, was renewed in 2022, and is currently ongoing.

Key Staff:
Steve Stevens, Nicole Acosta, Brittany Bechtel

Mr. Kevin Guthrie, Executive Director
Florida Division of Emergency Management
2555 Shumard Oak Boulevard, Tallahassee, Florida 32399
Phone: (850) 815-4000
Email: kevin.guthrie@em.myflorida.com

Project Description:
100% validation of sub-recipients for multiple counties across North Florida related to Hurricane Irma.

Total Dollar Amount of Project:
THF has verified and validated $900 million of disaster-related reimbursements to the State of Florida Applicants to date. Payout of $900 million with actual fees to date of $40 million.

Key Staff:
Steve Stevens/Director, Nicole Acosta/Manager, Brittany Bechtel/Senior Consultant

Qualifications

Similar Completed Projects Continued

Mr. Richard A. Collins, Director
Sarasota County Emergency Services
1660 Ringling Boulevard, Sarasota, Florida 34236
Phone: (941) 861-5578
Email: rcollins@scgov.net

Project Description:
THF is currently serving to assist Sarasota County with the Emergency Rental Assistance Program (ERAP). We have also assisted Sarasota County in the disbursement of CARES Funding. THF performed tasks including calculating award amounts and verifying and validating documents submitted by the Business, Individual, Arts, Human Services, and Medical applicants. Business Assistance reached the goal of $44 million by December 22, 2020, and Individual Assistance reached $7.2 million. THF assisted with disbursing a total amount of $59,560,265.67 among the five programs, meeting the County's goal with no return in funding to the State of Florida Division of Emergency Management. The team assisted with 7,084 disbursements of over $59 million to 2,939 applicants after validating 6,283 applications. The team included 28 on-site team members, from Junior Consultants to Principals from September 2020 through March 2021. While Sarasota CARES ended, THF continued to assist the County with another Federal program called ERAP. The current ERAP project is similar to TRIP as data is received, validated, and analyzed for eligibility.

Total Dollar Amount of Project:
Sarasota received $73 million from the State of Florida for CARES Act Funding. THF assisted with the disbursement of $59,560,265.67. THF received $3.2 million.

Key Staff:
Steve Stevens, Nicole Acosta, Brittany Bechtel

References

Peace River Electric Cooperative, Inc.
A Touchstone Energy® Cooperative

1. **Business Name**
   a. Peace River Electric Cooperative
2. **Reference Contact**
   a. Debbie Davis
3. **Reference Address**
   a. PO Box 1310 / 210 Metheny Rd, Wauchula, Florida 33873
4. **Reference Phone No.**
   a. 863.767.4694
5. **Reference Email Address**
   a. Debbie.davis@preco.coop
6. **Project Name**
   a. FEMA Disaster Consulting
7. **Project Location**
   a. Wauchula
8. **Contract Project Manager**
   a. John Beall
9. **Site Superintendent**
   a. N/A
10. **Contract Amount**
    a. $340,000.00
11. **Date Project Commenced**
    a. June 2022
12. **Date of Substantial Completion**
    a. Ongoing
13. **Date of Final Completion**
    a. Ongoing
14. **Description of Work Performed**
    a. THF works at the direction of PRECO to assist in the FEMA reimbursement process for damage incurred by COVID-19, Hurricane Ian, Hurricane Nicole, and Hurricane Idalia. THF also works at the direction of PRECO to assist with the F-ROC timeline. This includes the Disaster Readiness Assessment, Abatement Plan, and Post Disaster Assessment.

References

1. **Business Name**
   a. Florida Department of Military Affairs
2. **Reference Contact**
   a. Jack McAlpine
3. **Reference Address**
   a. 82 Marine Street, St. Augustine, Florida 32084
4. **Reference Phone No.**
   a. 904.823.0203
5. **Reference Email Address**
   a. john.m.mcalpine3.nfg@army.mil
6. **Project Name**
   a. FEMA Disaster Consulting
7. **Project Location**
   a. St. Augustine, FL
8. **Contract Project Manager**
   a. Brittany Bechtel
9. **Site Superintendent**
   a. N/A
10. **Contract Amount**
    a. $860,000.00
11. **Date Project Commenced**
    a. December 2019
12. **Date of Substantial Completion**
    a. Ongoing
13. **Date of Final Completion**
    a. Ongoing
14. **Description of Work Performed**
    a. Comprehensive Grants Management for FEMA Public Assistance Reimbursement Process.

References

Central Florida Electric Cooperative, Inc.
~ YOUR POWER PARTNER ~

1. **Business Name**
   a. Central Florida Electric Cooperative
2. **Reference Contact**
   a. Shelby Allen, CPA
3. **Reference Address**
   a. 11491 NW 50th Avenue, Chiefland, Florida 32626
4. **Reference Phone No.**
   a. 352.493.6907
5. **Reference Email Address**
   a. sallen@cfec.com
6. **Project Name**
   a. FEMA Disaster Consulting
7. **Project Location**
   a. Chiefland, FL
8. **Contract Project Manager**
   a. John Beall
9. **Site Superintendent**
   a. N/A
10. **Contract Amount**
    a. $62,200.00
11. **Date Project Commenced**
    a. September 2021
12. **Date of Substantial Completion**
    a. Ongoing
13. **Date of Final Completion**
    a. Ongoing
14. **Description of Work Performed**
    a. THF works at the direction of CFEC to assist in the FEMA reimbursement process for damage incurred by COVID-19, Hurricane Ian, Hurricane Nicole, and Hurricane Idalia. THF also works at the direction of CFEC to assist with the F-ROC timeline. This includes the Disaster Readiness Assessment, Abatement Plan, and Post Disaster Assessment.

HERNANDO COUNTY EMPLOYMENT DISCLOSURE CERTIFICATION STATEMENT

9/27/2023
(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: Thomas Howell Ferguson CPAs

localgov@thf-cpa.com
(Email address)

2615 Centennial Blvd, Ste 200, Tallahassee, FL 32308
(Address)

(Signature required)

850-668-8100
(Phone)

Ben A. "Steve" Stevens III
(Print name)

850-668-8199
(Fax)

Shareholder, Government Consulting Services
(Print title)

59-3186310
(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.

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: Thomas Howell Ferguson P.A. CPAs

By: _____ Date: 9/27/2023
Authorized Signature

Title: Shareholder, Government Consulting Services

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.

State of Florida
Department of State

I certify from the records of this office that THOMAS HOWELL FERGUSON P.A. is a corporation organized under the laws of the State of Florida, filed on June 18, 1993.

The document number of this corporation is P93000043229.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on February 21, 2023, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-first day of February, 2023



Secretary of State

Tracking Number: 8631832144CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

1140

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Thomas Howell Ferguson, P.A.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
2615 Centennial Boulevard, Suite 200

Requester's name and address (optional)

6 City, state, and ZIP code
Tallahassee, FL 32308

7 List account number(s) here (optional)

Print or type. See **Specific Instructions** on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
5 9 - 3 1 8 6 3 1 0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person ▶** Anita C Sunday **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS
15470 FLIGHT PATH DR
BROOKSVILLE, FL 34604

PURCHASE ORDER NO. 25000081

pdf Copy

VENDOR
localgov@thf.cpa
103956
THOMAS HOWELL FERGUSON PA
2615 CENTENNIAL BLVD STE 200
TALLAHASSEE FL 32308-0593

SHIP TO
HERNANDO COUNTY EOC
18900 CORTEZ BLVD
BROOKSVILLE FL 34601

ORDER DATE: 10/10/24	BUYER: JCRULL	REQ. NO.: 0	REQ. DATE:
TERMS: NET 30 DAYS	F.O.B.: DESTINATION	DESC.: EPO DECL STATE OF EMERG	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			This Emergency Purchase is in accordance Hernando County Purchasing Policy 060F. The estimated dollar amount reflected is only a County estimate. The Contractor/Vendor shall provide final invoice to the County Project Manager detailing the actual costs involved for final invoicing amount. The Department will process a Change Order to the Purchase Order revising the amount of the emergency for processing and payment by Accounts Payable. County Terms and Conditions are identified this purchase order. Contract #23-TFG0218 TO#4 Contract Expires: 01/22/2026 The County Contact Person is: Erin Thomas, Phone Number: (352) 587-3030 The Contractor Contact is: Steve Stevens III, Phone Number: (850) 521-3149		
01	25000.00	JOB	EPO DECLARED STATE OF EMERGENCY MILTON-PLANNING AND GRANT PROGRAM MANAGEMENT	1.0000	25,000.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE
01	40011 5303401	25,000.00	MILTON24

PAGE TOTAL $	25,000.00
TOTAL $	25,000.00

pdf Copy

SEE TERMS AND CONDITIONS ON REVERSE SIDE

APPROVED BY: _____
CHIEF PROCUREMENT OFFICER

HERNANDO COUNTY PURCHASE ORDER TERMS AND CONDITIONS

GENERAL

The condition of this order may not be changed by Vendor/Contractor. If order is not acceptable, return to Hernando County Purchasing and Contracts Department. Failure of a Vendor/Contractor to deliver according to this purchase order awarded to him or to comply with any of the terms and conditions therein may disqualify him from receiving future orders.

QUALITY

All material or services furnished on this order must be as specified and subject to County inspection and approval within a reasonable time after delivery at destination. Variations in materials or services from those specified in this order must not be made without written authority from the Chief Procurement Officer. Materials rejected will be returned at the Vendor/Contractor's risk and expense.

QUANTITY/PRICE

The quantity of materials ordered or the prices specified must not be exceeded without written authority being first obtained from the Chief Procurement Officer.

INDEMNITY AND INSURANCE

The Vendor/Contractor agrees to indemnify and hold harmless Hernando County, including its officers, agents and employees, from all claims, damages, losses and expenses, including reasonable attorneys' fees, and costs brought or incurred on account of injuries or damages sustained by any party due to the operations of the Vendor/Contractor under this contract. The Vendor/Contractor further agrees to provide workers' compensation for all employees, and to maintain such general and auto liability insurance as is deemed necessary by the County for the particular circumstances and operations of the Vendor/Contractor. The Vendor/Contractor further agrees to provide the County with Certificates of Insurance, indicating the amount of coverage in force, upon request.

PACKING

Packages must be plainly marked with shipper's name and purchase order number; charges are not allowed for boxing or crating unless previously agreed upon in writing.

DELIVERY

All materials must be shipped F. O. B. destination. The County will pay no freight or express charges, except by previous agreement. If specific purchase is negotiated on the basis of F.O.B. shipping point, VENDOR/CONTRACTOR ARE TO PREPAY SHIPPING CHARGES AND ADD TO INVOICE. Delivery must actually be affected within the time stated on purchase made between 8:00 AM and 5:00 PM Monday to Friday inclusive unless otherwise stated. In case of default by the Vendor/Contractor, Hernando County may procure the articles or services covered by this order from other sources and hold the Vendor/Contractor responsible for any excess occasioned thereby.

PAYMENT

Partial billing will be accepted only for items received within the specified delivery period. Payments for items delivered after this specified delivery period will be made after the entire order is completed and accepted by Hernando County. Payment shall be made in accordance with Florida Statute 218, Florida Prompt Payment Act. Payment for accepted equipment/supplies/services will be accomplished by submission of an invoice, in duplicate; to the Ship To Address on the front of the purchase order unless otherwise indicated.

MATERIAL SAFETY DATA SHEET

The Vendor/Contractor agrees to furnish Hernando County with a current Material Safety Data Sheet (MSDS) on or before delivery of each and every hazardous chemical or substance purchased which is classified as toxic under Florida Statute 442. Appropriate labels and MSDSs shall be provided for all shipments. Send MSDSs and other pertinent data to: Hernando County Purchasing and Contracts Department, 20 North Main Street, Room 365, Brooksville, FL 34601-2828.

OSHA REQUIREMENT

The Vendor/Contractor or contractor hereby guarantees Hernando County that all materials, supplies and equipment as listed on the purchase order meet the requirements, specifications and standards as provided for under the Federal Occupations Safety and Health Administration Act of 1970, as from time to time amended and in force at the date thereof.

LEGALLY AUTHORIZED WORKFORCE

VENDOR/CONTRACTOR represents and warrants that 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. VENDOR/CONTRACTOR is encouraged (but not required) to incorporate the IMAGE best practices into its business and, when practicable, incorporate verification requirements into its agreements with subcontractors. The IMAGE Best Practices can be found on the COUNTY'S website at www.hernandocounty.us/pur/.

INSURANCE

The Contractor shall maintain in effect at all times during the performance of the services insurance coverage according to the Contract between Contractor and COUNTY. All waiver of subrogation provisions of the Contract apply. In the absence of a current Contract, the Contractor shall, at its sole expense, maintain in effect at all times during the performance of the services insurance coverage with limits not less than those set forth below (unless the County agrees in writing to lower limits) and with insurers and under forms of policies satisfactory to COUNTY; Contractor shall endorse Hernando County as an additional insured on the commercial general liability (additional insured shall read "Hernando County Board of County Commissioners); Contractor waives subrogation as to the General Liability policy unless a policy condition prohibits pre-loss waiver of subrogation, in which case Contractor shall request of the insurer that the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others unless such policy prohibits such an endorsement or voids coverage should VENDOR/CONTRACTOR enter into such an agreement on a pre-loss basis.

Coverage	Minimum Amounts and Limits
(a) Worker's Compensation	Statutory requirements at location of work
Employer's Liability	$ 100,000 each accident
	$ 100,000 by employee
	$ 500,000 policy limit
(b) Commercial General Liability	$ 2,000,000 General Aggregate
(Additional Insured & Wavier	$ 2,000,000 Products-Comp. Ops Agg.
Of Subrogation)	$ 1,000,000 Each Occurrence
	$ 5,000 Medical Expense
(c) Automobile Liability	$ 1,000,000 Combined Single Limit (owned, hired and non-owned)
Option of Split Limits:	
(1.) Bodily Injury	$ 1,000,000 Per Person or $1,000,000 Per Accident

HERNANDO COUNTY
NOTICE OF EMERGENCY PURCHASE ORDER

EPO#25000081

Instructions: Departments may make emergency purchases, but are required to complete this form. If the emergency occurs after normal duty hours, the emergency form and requisition **shall** be submitted to the Chief Procurement Officer the next business day.

Definitions:

Emergency: Any occurrence, or threat thereof, whether accidental, natural, or caused by man, in war or peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property (section 252.34(3), Florida Statutes).

County Ordinance and Purchasing Policy and Procedures 060D:

Emergency. Any occurrence or set of circumstances involving actual or imminent physical trauma or property damage which demands immediate action.

Emergency work. Any work performed for the purpose of preventing or alleviating the physical trauma or property damage threatened or caused by an emergency.

Emergency purchase means a procurement of goods and/or services made in response to a requirement when the delay incident to complying with all governing rules, regulations, and/or procedures would be detrimental to the health, safety and welfare of the county and/or its citizens.

Vendor Name: Thomas Howard Ferguson, P.A. Vendor Number: 103956

Address: 2615 Centennial Boulevard, Suite 200 Tallahassee, FL 32308

Vendor Contact: Steve Stevens III Phone #: 850-521-3149 Email: sstevens@thf-cpa.com

Department Contact: Erin Thomas Phone #:

Department #: 40011 Account #: 5303401 Project Code: Milton24

Approval Group: AG 130 Ship To Number/Code: 02431-2 Contract #: 23-TFG0218 TO#4 Expires: 1/22/2026

DATE OF DECLARED EMERGENCY : 10/6/2024 **ESTIMATED COST: $** 25,000.00

BRIEF DESCRIPTION OF THE EMERGENCY:

Declared State of Emergency Milton24. Planning and Grant Program Management.

EMERGENCY PURCHASE JUSTIFICATION : (Please check below all that applies to this purchase and attach supporting documentation). Email form and supporting documentation to Procurement.

1. An immediate danger to the public (check all that applies:) ___health, ___safety, ___welfare, or ✓ other substantial loss to Hernando County, requires emergency action.
2. Describe the circumstances giving rise to the emergency action (additional documentation may be attached to this request if necessary): Declared State of Emergency for Milton24
3. Describe the efforts to obtain pricing information from at least three vendors, or describe the increased immediate danger that would result from such efforts (additional documentation may be attached to this request if necessary): Contract

We recommend that competitive procurement be waived and that the service or material on the attached requisition be purchased as a sole source commodity. I certify that the information contained in this justification is accurate and complete.

Employee Requesting: See email attached Date:

Department Director/Manager: See email attached Date:

Procurement Approver: Carla Rossi-Slater Date: 10/10/2024

1143

Place this document in the emergency file and attach a copy to the Purchase Order/Credit Card along with any back up documentation. Emergency Form 4 Created: 9/1/2023

HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS
15470 FLIGHT PATH DR
BROOKSVILLE, FL 34604

PURCHASE ORDER-CHANGE NO. 25000081-1

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VENDOR
localgov@thf.cpa
103956
THOMAS HOWELL FERGUSON PA
2615 CENTENNIAL BLVD STE 200
TALLAHASSEE FL 32308-0551

SHIP TO
HERNANDO COUNTY EOC
18900 CORTEZ BLVD
BROOKSVILLE FL 34601

ORDER DATE: 10/10/24	BUYER: JCRULL	REQ. NO.: 0	REQ. DATE:
TERMS: NET 30 DAYS	F.O.B.: DESTINATION	DESC.: EPO DECL STATE OF EMERG	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION

This Emergency Purchase is in accordance Hernando County Purchasing Policy 060F. The estimated dollar amount reflected is only a County estimate. The Contractor/Vendor shall provide final invoice to the County Project Manager detailing the actual costs involved for final invoicing amount. The Department will process a Change Order to the Purchase Order revising the amount of the emergency for processing and payment by Accounts Payable. County Terms and Conditions are identified this purchase order.

Contract #23-TFG0218 TO#4 Contract Expires: 01/22/2026

The County Contact Person is: Erin Thomas, Phone Number: (352) 587-3030
The Contractor Contact is: Steve Stevens III, Phone Number: (850) 521-3149

12/5/2024 Change Order No 1 - MP
CHANGE ORDER NO. 1 IS TO CORRECT THE NOTES ON THIS EMERGENCY PURCHASE ORDER:
REPLACE "HERNANDO COUNTY PURCHASING POLICY 060F" WITH " HERNANDO COUNTY PROCUREMENT POLICY".

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE

PAGE TOTAL $
TOTAL $

pdf Copy

SEE TERMS AND CONDITIONS ON REVERSE SIDE

APPROVED BY: _____
CHIEF PROCUREMENT OFFICER

HERNANDO COUNTY PURCHASE ORDER TERMS AND CONDITIONS

GENERAL

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OSHA REQUIREMENT

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LEGALLY AUTHORIZED WORKFORCE

VENDOR/CONTRACTOR represents and warrants that 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. VENDOR/CONTRACTOR is encouraged (but not required) to incorporate the IMAGE best practices into its business and, when practicable, incorporate verification requirements into its agreements with subcontractors. The IMAGE Best Practices can be found on the COUNTY'S website at www.hernandocounty.us/pur/.

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Coverage	Minimum Amounts and Limits
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Employer's Liability	$ 100,000 each accident
	$ 100,000 by employee
	$ 500,000 policy limit
(b) Commercial General Liability	$ 2,000,000 General Aggregate
(Additional Insured & Wavier	$ 2,000,000 Products-Comp. Ops Agg.
Of Subrogation)	$ 1,000,000 Each Occurrence
	$ 5,000 Medical Expense
(c) Automobile Liability	$ 1,000,000 Combined Single Limit (owned, hired and non-owned)
Option of Split Limits:	
(1.) Bodily Injury	$ 1,000,000 Per Person or $1,000,000 Per Accident

HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS
15470 FLIGHT PATH DR
BROOKSVILLE, FL 34604

PURCHASE ORDER-CHANGE NO. 25000081-1

pdf Copy

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TALLAHASSEE FL 32308-0551

SHIP TO
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ORDER DATE: 10/10/24	BUYER: JCRULL	REQ. NO.: 0	REQ. DATE:
TERMS: NET 30 DAYS	F.O.B.: DESTINATION	DESC.: EPO DECL STATE OF EMERG	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			40011-5303401 0 .00		
01	25000.00	JOB	EPO DECLARED STATE OF EMERGENCY MILTON-PLANNING AND GRANT PROGRAM MANAGEMENT	1.0000	25,000.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE
01	40011 5303401	25,000.00	MILTON24

PAGE TOTAL	$	25,000.00
TOTAL	$	25,000.00

pdf Copy

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APPROVED BY: _____
CHIEF PROCUREMENT OFFICER

HERNANDO COUNTY PURCHASE ORDER TERMS AND CONDITIONS

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INSURANCE

The Contractor shall maintain in effect at all times during the performance of the services insurance coverage according to the Contract between Contractor and COUNTY. All waiver of subrogation provisions of the Contract apply. In the absence of a current Contract, the Contractor shall, at its sole expense, maintain in effect at all times during the performance of the services insurance coverage with limits not less than those set forth below (unless the County agrees in writing to lower limits) and with insurers and under forms of policies satisfactory to COUNTY; Contractor shall endorse Hernando County as an additional insured on the commercial general liability (additional insured shall read "Hernando County Board of County Commissioners); Contractor waives subrogation as to the General Liability policy unless a policy condition prohibits pre-loss waiver of subrogation, in which case Contractor shall request of the insurer that the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others unless such policy prohibits such an endorsement or voids coverage should VENDOR/CONTRACTOR enter into such an agreement on a pre-loss basis.

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	$ 100,000 by employee
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(Additional Insured & Wavier	$ 2,000,000 Products-Comp. Ops Agg.
Of Subrogation)	$ 1,000,000 Each Occurrence
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Option of Split Limits:	
(1.) Bodily Injury	$ 1,000,000 Per Person or $1,000,000 Per Accident

HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS
15470 FLIGHT PATH DR
BROOKSVILLE, FL 34604

PURCHASE ORDER-CHANGE NO. 25000081-1
CHANGE DATE: 12/05/24

pdf Copy

VENDOR
localgov@thf.cpa
103956
THOMAS HOWELL FERGUSON PA
2615 CENTENNIAL BLVD STE 200
TALLAHASSEE FL 32308-0551

SHIP TO
HERNANDO COUNTY EOC
18900 CORTEZ BLVD
BROOKSVILLE FL 34601

ORDER DATE: 10/10/24	BUYER: JCRULL	REQ. NO.: 0	REQ. DATE:
TERMS: NET 30 DAYS	F.O.B.: DESTINATION	DESC.: CHANGE ORDER - 1	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			12/5/2024 Change Order No 1 - MP CHANGE ORDER NO. 1 IS TO CORRECT THE NOTES ON THIS EMERGENCY PURCHASE ORDER: REPLACE "HERNANDO COUNTY PURCHASING POLICY 060F" WITH "HERNANDO COUNTY PROCUREMENT POLICY". 40011-5303401 0 .00		
01	.00	JOB	EPO DECLARED STATE OF EMERGENCY MILTON-PLANNING AND GRANT PROGRAM MANAGEMENT	.0000	.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE
01	40011 5303401	.00	MILTON24

PAGE TOTAL $	.00
TOTAL $	.00

pdf Copy

SEE TERMS AND CONDITIONS ON REVERSE SIDE

APPROVED BY: _____
CHIEF PROCUREMENT OFFICER

HERNANDO COUNTY PURCHASE ORDER TERMS AND CONDITIONS

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QUANTITY/PRICE

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Hernando County Board of County Commissioners

Change Order Request

_____ Add Line(s)	_____ Cancel Outstanding Balance	_____ Increase/Decrease Funds
_____ Delete Line(s)	_____ Change Project Number	_____ Increase/Decrease Blanket
_____ Cancel Purchase Order	_____ Change Account Number	_____ Increase/Decrease Quantity

Today's Date: 12-05-2024
PO/Contract #: 25000081
Change Order Number: 1
Requisition Number: 25000081
Vendor's Name on PO: THOMAS HOWELL FERGUSON PA
Department/Employee: LINDSEY BROWN

Instructions: In the explanation, details of the request must be provided. All requests must include account number, line item number, project number, new purchase order total. Include details as if entering a new requisition. If change request is due to new agreements, quotes, projects, etc. necessary documents must be attached.

Explanation:

Justification: CHANGE ORDER NO. 1 IS TO CORRECT THE NOTES ON THIS EMERGENCY PURCHASE ORDER:
REPLACE "HERNANDO COUNTY PURCHASING POLICY 060F" WITH "HERNANDO COUNTY PROCUREMENT POLICY".

40011-5303401 0 .00

Department Approval: KELLY TROUT **Date:** 12-04-2024

Chief Procurement Officer: FRAN HALLET **Date:** 12-05-2024

BOCC Approval Date: _____
(BOCC Required per Purchasing 080E)

Revised May, 2012

HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS
15470 FLIGHT PATH DR
BROOKSVILLE, FL 34604

PURCHASE ORDER-CHANGE NO. 25000081-2

pdf Copy

VENDOR
localgov@thf.cpa
103956
THOMAS HOWELL FERGUSON PA
2615 CENTENNIAL BLVD STE 200
TALLAHASSEE FL 32308-0551

SHIP TO
HERNANDO COUNTY EOC
18900 CORTEZ BLVD
BROOKSVILLE FL 34601

ORDER DATE: 10/10/24	BUYER: JCRULL	REQ. NO.: 0	REQ. DATE:
TERMS: NET 30 DAYS	F.O.B.: DESTINATION	DESC.: EPO DECL STATE OF EMERG	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			This Emergency Purchase is in accordance Hernando County Purchasing Policy 060F. The estimated dollar amount reflected is only a County estimate. The Contractor/Vendor shall provide final invoice to the County Project Manager detailing the actual costs involved for final invoicing amount. The Department will process a Change Order to the Purchase Order revising the amount of the emergency for processing and payment by Accounts Payable. County Terms and Conditions are identified this purchase order.		
			Contract #23-TFG0218 TO#4 Contract Expires: 01/22/2026		
			The County Contact Person is: Erin Thomas, Phone Number: (352) 587-3030 The Contractor Contact is: Steve Stevens III, Phone Number: (850) 521-3149		
			12/5/2024 Change Order No 1 - MP CHANGE ORDER NO. 1 IS TO CORRECT THE NOTES ON THIS EMERGENCY PURCHASE ORDER: REPLACE "HERNANDO COUNTY PURCHASING POLICY 060F" WITH " HERNANDO COUNTY PROCUREMENT POLICY".		

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL $
				TOTAL $

pdf Copy

SEE TERMS AND CONDITIONS ON REVERSE SIDE

APPROVED BY: _____
CHIEF PROCUREMENT OFFICER

HERNANDO COUNTY PURCHASE ORDER TERMS AND CONDITIONS

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HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS
15470 FLIGHT PATH DR
BROOKSVILLE, FL 34604

PURCHASE ORDER-CHANGE NO. 25000081-2

VENDOR
localgov@thf.cpa
103956
THOMAS HOWELL FERGUSON PA
2615 CENTENNIAL BLVD STE 200
TALLAHASSEE FL 32308-0592

SHIP TO
HERNANDO COUNTY EOC
18900 CORTEZ BLVD
BROOKSVILLE FL 34601

PDF Copy

ORDER DATE: 10/10/24	BUYER: JCRULL	REQ. NO.: 0	REQ. DATE:
TERMS: NET 30 DAYS	F.O.B.: DESTINATION	DESC.: EPO DECL STATE OF EMERG	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			40011-5303401 0 .00		
			5/28/2025 Change Order No 2 - MP 23-TFG0218 Grant GMS #:571 EPO CO#2 is to increased funds to accommodate both outstanding and projected invoices. Increase Line 1 $231,818.00 New Line Total $256,818.00 O1d PO Total $25,000.00 New PO Total $ 256,818.00 Dept 40011 Account 5303401 Milton24 Line#1 $ 231,818.00 40011-5303401 1 231818.00		
01	256818.00	JOB	EPO DECLARED STATE OF EMERGENCY MILTON-PLANNING AND GRANT PROGRAM MANAGEMENT	1.0000	256,818.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	40011	5303401	256,818.00	MILTON24

PAGE TOTAL	$	256,818.00
TOTAL	$	256,818.00

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SEE TERMS AND CONDITIONS ON REVERSE SIDE

APPROVED BY: Carla Rossetti-Smith
CHIEF PROCUREMENT OFFICER

HERNANDO COUNTY PURCHASE ORDER TERMS AND CONDITIONS

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HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS
15470 FLIGHT PATH DR

BROOKSVILLE, FL 34604

PURCHASE ORDER-CHANGE NO. 25000081-2
CHANGE DATE: 05/28/25

PAGE NO. 1

VENDOR
localgov@thf.cpa
103956
THOMAS HOWELL FERGUSON PA
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TALLAHASSEE FL 32308-0592

SHIP TO
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BROOKSVILLE FL 34601

PDF Copy

ORDER DATE: 10/10/24	BUYER: JCRULL	REQ. NO.: 0	REQ. DATE: 10/03/24
TERMS: NET 30 DAYS	F.O.B.: DESTINATION	DESC.: CHANGE ORDER - 2	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
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01	*********	JOB	EPO DECLARED STATE OF EMERGENCY MILTON-PLANNING AND GRANT PROGRAM MANAGEMENT	.0000	231,818.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	40011	5303401	231,818.00	MILTON24

PAGE TOTAL	$	231,818.00
TOTAL	$	231,818.00

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SEE TERMS AND CONDITIONS ON REVERSE SIDE

APPROVED BY: Carla Rossi-Smith
CHIEF PROCUREMENT OFFICER

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LEGALLY AUTHORIZED WORKFORCE

VENDOR/CONTRACTOR represents and warrants that 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. VENDOR/CONTRACTOR is encouraged (but not required) to incorporate the IMAGE best practices into its business and, when practicable, incorporate verification requirements into its agreements with subcontractors. The IMAGE Best Practices can be found on the COUNTY'S website at www.hernandocounty.us/pur/.

INSURANCE

The Contractor shall maintain in effect at all times during the performance of the services insurance coverage according to the Contract between Contractor and COUNTY. All waiver of subrogation provisions of the Contract apply. In the absence of a current Contract, the Contractor shall, at its sole expense, maintain in effect at all times during the performance of the services insurance coverage with limits not less than those set forth below (unless the County agrees in writing to lower limits) and with insurers and under forms of policies satisfactory to COUNTY; Contractor shall endorse Hernando County as an additional insured on the commercial general liability (additional insured shall read "Hernando County Board of County Commissioners); Contractor waives subrogation as to the General Liability policy unless a policy condition prohibits pre-loss waiver of subrogation, in which case Contractor shall request of the insurer that the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others unless such policy prohibits such an endorsement or voids coverage should VENDOR/CONTRACTOR enter into such an agreement on a pre-loss basis.

Coverage	Minimum Amounts and Limits
(a) Worker's Compensation	Statutory requirements at location of work
Employer's Liability	$ 100,000 each accident
	$ 100,000 by employee
	$ 500,000 policy limit
(b) Commercial General Liability	$ 2,000,000 General Aggregate
(Additional Insured & Wavier	$ 2,000,000 Products-Comp. Ops Agg.
Of Subrogation)	$ 1,000,000 Each Occurrence
	$ 5,000 Medical Expense
(c) Automobile Liability	$ 1,000,000 Combined Single Limit (owned, hired and non-owned)
Option of Split Limits:	
(1.) Bodily Injury	$ 1,000,000 Per Person or $1,000,000 Per Accident

Hernando County Board of County Commissioners

Change Order Request

____ Add Line(s)	____ Cancel Outstanding Balance	**X** Increase/Decrease Funds
____ Delete Line(s)	____ Change Project Number	____ Increase/Decrease Blanket
____ Cancel Purchase Order	____ Change Account Number	____ Increase/Decrease Quantity

Today's Date: 05-28-2025
PO/Contract #: 25000081
Change Order Number: 2
Requisition Number: 2500081
Vendor's Name on PO: THOMAS HOWELL FERGUSON PA
Department/Employee: ANGEL TURNER

Instructions: In the explanation, details of the request must be provided. All requests must include account number, line item number, project number, new purchase order total. Include details as if entering a new requisition. If change request is due to new agreements, quotes, projects, etc. necessary documents must be attached.

Explanation:

Justification: 23-TFG0218 Grant GMS #:571
EPO CO#2 is to increased funds to accommodate both outstanding and projected invoices.
Increase Line 1 $231,818.00 New Line Total $256,818.00

O1d PO Total $25,000.00 New PO Total $ 256,818.00

Dept 40011 Account 5303401 Milton24 Line#1 $ 231,818.00

40011-5303401 1 231818.00

Department Approval: KELLY TROUT **Date:** 05-06-2025

Chief Procurement Officer: FRAN HALLET **Date:** 05-28-2025

BOCC Approval Date: _____
(BOCC Required per Purchasing 080E)

Revised May, 2012

HERNANDO COUNTY
PROCUREMENT REVIEW FORM

Procurement Contact:	Fran Hallet
Contract No. and Project Description (Task Order, Quote, & GSM #)	23-TFG0218 – Emergency Planning and Grant Program Management GMS#571
Vendor Name:	Thomas Howell Ferguson
Purchase Order No.:	25000081
Change Order No.:	Change Order 2

Procurement Agent Review:	Fran Hallet	5/8/25	Fran Hallet
	Signature	Date	Printed Name
Comments:	Change Order # 2 is requested $231,818.00 to cover current outstanding invoices and projected invoices. New Total: $256,818.00 No Issues		

Grant Review:	Mindy Tillis	05/09/2025	Mindy Tillis
	Signature	Date	Printed Name
Comments: GMS 571 - MILTON24	CO 2 is to increase the PO by $231,818.00, bringing the new total to $256,818.00, to pay outstanding invoices. This Change Order request is to go before the board on 05/27/2025 under LS Item 15889. These expenses are related to Hurricane Milton and are considered eligible costs under a Disaster Department Code, within the Period of Performance. No issues.		

For Chief of Procurement Review:	Fran Hallet Digitally signed by Fran Hallet Date: 2025.05.28 08:05:01 -04'00'		
	Signature	Date	Printed Name
Comments:			

Recommendation:

Purchasing Form 5 (7/7/11)
C:\Users\fhallet\Desktop\DAILY FOLDER\Agendas for BOCC\5-27-25 meeting\15889 Thomas H 25000081 - Milton\Form 5 CO 25000081-CO2.doc

TITLE

Change Order No. 2 to Purchase Order With Thomas Howell Ferguson, P.A., for Emergency Planning and Grant Program Management Services for Hurricane Milton (Contract No. 23-TGF-0218; Amount: $231,818.00)

BRIEF OVERVIEW

Contract No. 23-TFG0218, awarded by Board on January 23, 2024, Doc ID No. 13358, to Integrated Solutions Consulting Corporation, Thomas Howell Ferguson, P.A., and Witt O'Brien's, LLC for Emergency Planning and Grant Program Management.

On October 10, 2024, the Chief Procurement Officer (CPO) approved Emergency Purchase Order No. 25000081 to Thomas Howell Ferguson PA for Emergency Planning and Grant Program Management Services for Hurricane Milton for $25,000.00.

The purchase order was originally issued for $25,000.00.

Change Order No. 1 was a no-cost administrative change to correct verbiage on the purchase order approved by CPO. The purchase order amount remained at $25,000.00.

Hernando County Emergency Management Department has requested an increase for Purchase Order No. 25000081 for cover current outstanding invoices and projected invoices. Change Order No. 2 in the amount of $231,818.00, would increase the purchase order to $256,818.00.

Budget Amendment No. 2025-113 is in process to true up the funds in the disaster account.

FINANCIAL IMPACT

Funding in the amount of $231,818.00 is available, pending BA2025-113 that is attached to LS 15884, in:

Fund: 0011 - General Fund**, Department: 40011** - General Fund Disaster, **Account: 5303401** - Contracted Services, **Project: Milton24**

Federal Emergency Management Agency (FEMA) reimbursement is anticipated; however, the amount and time frame of reimbursement is unknown, currently.

LEGAL NOTE

The Board has the authority to act on this item pursuant to Part II, Chapter 2, Article V of the Hernando County Code of Ordinances.

RECOMMENDATION

It is recommended the Board approve Change Order No. 2 in the amount of $231,818.00 to

Thomas Howell Ferguson PA for Purchase Order No. 25000081, bringing the total Purchase Order amount to $256,818.00.

REVIEW PROCESS

Paul Hasenmeier	Approved	05/09/2025 12:52 PM
Jodi Florio	Delegated	05/12/2025 10:50 AM
Amelia Gebala	Approved	05/12/2025 2:55 PM
Erin Briggs	Approved	05/15/2025 3:50 PM
Albert Bertram	Approved	05/18/2025 7:29 PM
Carla Rossiter-Smith	Approved	05/19/2025 9:22 AM
Pamela Hare	Approved	05/19/2025 10:03 AM
Melissa Tartaglia	Approved	05/20/2025 8:15 AM
Heidi Prouse	Approved	05/20/2025 10:30 AM
Toni Brady	Approved	05/21/2025 1:24 PM
Jeffrey Rogers	Approved	05/22/2025 10:10 AM
Colleen Conko	Approved	05/22/2025 11:04 AM

PROCUREMENT DEPARTMENT

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

May 27, 2025

MEMORANDUM

TO: Financial Services, Hernando County Clerk of Circuit Court & Comptroller

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

SUBJECT: BOCC Agenda Item Approval

Please accept this memorandum as notification of the Board of County Commissioners approval of the Agenda Items list below at the **5/27/2024** BOCC meeting.

Further evidence of the approval of these items can be found in any relevant executed agreements with the BOCC Chairman's signature on the date of approval, as appropriate and as supplied in relevant requisitions. The BOCC meeting details for the aforementioned date provides additional evidence of approval.

This memorandum is to be used interchangeably with the BOCC Agenda Item stamped with BOCC adopted as proof of BOCC approval required in the County approval process for requisition, budget resolution or grant related items.

Approved Items:

PROCUREMENT ITEMS

1. 15861 Presentation from Procurement Department Regarding Construction Contractor Qualifications 15861

2. **15391** Award of Contract and Agreement with ParkMobile, LLC, for Automated Parking Management Solution for Hernando County Parks and Recreation Department (Contract No. 24-RFP00847/AP; Revenue Generating)

3. **15171** Award of Quote and Work Authorization Agreement with Goodwin Brothers Construction, Inc., for Solid Waste West Collection Center Improvement Project (Contract No. 23-T00040/AP; Amount: $290,903.04) 15171

4. **15658** Award of Sole Source Contract and Innovation Agreement with Quantum Partners, LLC, d/b/a SwiftGov, for Artificial Intelligence (AI) Implementation Plan Project for Planning Department (Contract No. 25-TSS0230/JC; Amount: $320,000.00)

5. **15584** Award of Term Contracts to Thompson Consulting Services, LLC, and Tetra Tech, Inc., for Disaster Debris Monitoring for Department of Public Works (Contract No. 25-TF00952/JC; Amount: $10,500,000.00)

6. **15889** Change Order No. 2 to Purchase Order with Thomas Howell Ferguson, P.A., for Emergency Planning and Grant Program Management Services for Hurricane Milton (Contract No. 23-TGF-0218; Amount: $231,818.00)

7. **15888** Change Order No. 2 to Purchase Order with Thomas Howell Ferguson P.A., for Emergency Planning Consulting Services for Emergency Management (Contract No. 23-TGF0218; Amount: $116,723.00)

8. **15883** Change Order No. 4 to Emergency Purchase Order with CTC Disaster Response, Inc., for Emergency Debris Removal Services Due to Hurricane Helene for Department of Public Works (Contract No. 24-TF00708/AP; Amount: $50,000.00)

9. **15884** Change Order No. 6 to Emergency Purchase Order with CTC Disaster Response, Inc., for Emergency Debris Removal Services Due to Hurricane Milton for Department of Public Works (Contract No. 24-TF00708/AP; Amount: $3,500,000.00)

10. **15918** Contribution in Aid of Construction Agreement with Withlacoochee River Electric Cooperative, Inc., for Electrical Project at Tax Collector Building (Contract No. 25-A0239/CT; Amount: $190,502.86)

11. **15832** Final Close-Out of Contract with B.R.W. Contracting, Inc., for Reconstruction and Paving of Royal Highlands and Ridge Manor Roads (Contract No. 23-C00326/AP; Final Amount: $150,704.05)

12. **15858** Final Close-Out of Contract With Deeb Construction and Development Co., for Burger King (6450 Nature Coast Boulevard in Ridge Manor) Lift Station Rehabilitation Project for Utilities Department (Contract No. 23-T00040-Q3; Final Amount: $448,954.05)

13. **15862** Final Close-Out of Contract With Goodwin Bros. Construction, Inc., for Infrastructure Construction of Dr. Dennis Wilfong Center for Success (Contract No. 23-CG0215/JG; Amount: $143,646.73)

14. **15865** Final Close-Out of Contract with Goodwin Bros. Construction, Inc., for Faculty/Kedrone/Tombstone/Top Rock/Umbrella Rock From Shasta Street to Wickshire Street Resurfacing Project (Contract No. 23-CG0217/AP; Amount: $66,349.25)

15. **15892** Utilization of Volusia County Schools Contract with Top Line Recreation, Inc., for Purchase and Installation of Playground Equipment at Alfred A. McKethan Pine Island Park for Parks and Recreation Department (Amount: $253,372.95)

TITLE

Change Order No. 2 to Purchase Order With Thomas Howell Ferguson, P.A., for Emergency Planning and Grant Program Management Services for Hurricane Milton (Contract No. 23-TGF-0218; Amount: $231,818.00)

BRIEF OVERVIEW

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Federal Emergency Management Agency (FEMA) reimbursement is anticipated; however, the amount and time frame of reimbursement is unknown, currently.

LEGAL NOTE

The Board has the authority to act on this item pursuant to Part II, Chapter 2, Article V of the Hernando County Code of Ordinances.

RECOMMENDATION

It is recommended the Board approve Change Order No. 2 in the amount of $231,818.00 to

Thomas Howell Ferguson PA for Purchase Order No. 25000081, bringing the total Purchase Order amount to $256,818.00.

REVIEW PROCESS

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Jeffrey Rogers	Approved	05/22/2025 10:10 AM
Colleen Conko	Approved	05/22/2025 11:04 AM

RESULT: **ADOPTED**
MOVER: John Allocco
SECONDER: Steve Champion
AYES: Hawkins, Campbell, Allocco, Amsler and Champion

HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS
15470 FLIGHT PATH DR
BROOKSVILLE, FL 34604

PURCHASE ORDER-CHANGE NO. 25000081-3

pdf Copy

VENDOR
localgov@thf.cpa
103956
THOMAS HOWELL FERGUSON PA
2615 CENTENNIAL BLVD STE 200
TALLAHASSEE FL 32308-0593

SHIP TO
HERNANDO COUNTY EOC
18900 CORTEZ BLVD
BROOKSVILLE FL 34601

ORDER DATE: 10/10/24	BUYER: JCRULL	REQ. NO.: 0	REQ. DATE:
TERMS: NET 30 DAYS	F.O.B.: DESTINATION	DESC.: EPO DECL STATE OF EMERG	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION

This Emergency Purchase is in accordance Hernando County Purchasing Policy 060F. The estimated dollar amount reflected is only a County estimate. The Contractor/Vendor shall provide final invoice to the County Project Manager detailing the actual costs involved for final invoicing amount. The Department will process a Change Order to the Purchase Order revising the amount of the emergency for processing and payment by Accounts Payable. County Terms and Conditions are identified this purchase order.

Contract #23-TFG0218 TO#4 Contract Expires: 01/22/2026

The County Contact Person is: Erin Thomas, Phone Number: (352) 587-3030
The Contractor Contact is: Steve Stevens III, Phone Number: (850) 521-3149

12/5/2024 Change Order No 1 - MP
CHANGE ORDER NO. 1 IS TO CORRECT THE NOTES ON THIS EMERGENCY PURCHASE ORDER:
REPLACE "HERNANDO COUNTY PURCHASING POLICY 060F" WITH "
HERNANDO COUNTY PROCUREMENT POLICY".

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL $
				TOTAL $

pdf Copy

SEE TERMS AND CONDITIONS ON REVERSE SIDE

APPROVED BY: _____
CHIEF PROCUREMENT OFFICER

HERNANDO COUNTY PURCHASE ORDER TERMS AND CONDITIONS

GENERAL

The condition of this order may not be changed by Vendor/Contractor. If order is not acceptable, return to Hernando County Purchasing and Contracts Department. Failure of a Vendor/Contractor to deliver according to this purchase order awarded to him or to comply with any of the terms and conditions therein may disqualify him from receiving future orders.

QUALITY

All material or services furnished on this order must be as specified and subject to County inspection and approval within a reasonable time after delivery at destination. Variations in materials or services from those specified in this order must not be made without written authority from the Chief Procurement Officer. Materials rejected will be returned at the Vendor/Contractor's risk and expense.

QUANTITY/PRICE

The quantity of materials ordered or the prices specified must not be exceeded without written authority being first obtained from the Chief Procurement Officer.

INDEMNITY AND INSURANCE

The Vendor/Contractor agrees to indemnify and hold harmless Hernando County, including its officers, agents and employees, from all claims, damages, losses and expenses, including reasonable attorneys' fees, and costs brought or incurred on account of injuries or damages sustained by any party due to the operations of the Vendor/Contractor under this contract. The Vendor/Contractor further agrees to provide workers' compensation for all employees, and to maintain such general and auto liability insurance as is deemed necessary by the County for the particular circumstances and operations of the Vendor/Contractor. The Vendor/Contractor further agrees to provide the County with Certificates of Insurance, indicating the amount of coverage in force, upon request.

PACKING

Packages must be plainly marked with shipper's name and purchase order number; charges are not allowed for boxing or crating unless previously agreed upon in writing.

DELIVERY

All materials must be shipped F. O. B. destination. The County will pay no freight or express charges, except by previous agreement. If specific purchase is negotiated on the basis of F.O.B. shipping point, VENDOR/CONTRACTOR ARE TO PREPAY SHIPPING CHARGES AND ADD TO INVOICE. Delivery must actually be affected within the time stated on purchase made between 8:00 AM and 5:00 PM Monday to Friday inclusive unless otherwise stated. In case of default by the Vendor/Contractor, Hernando County may procure the articles or services covered by this order from other sources and hold the Vendor/Contractor responsible for any excess occasioned thereby.

PAYMENT

Partial billing will be accepted only for items received within the specified delivery period. Payments for items delivered after this specified delivery period will be made after the entire order is completed and accepted by Hernando County. Payment shall be made in accordance with Florida Statute 218, Florida Prompt Payment Act. Payment for accepted equipment/supplies/services will be accomplished by submission of an invoice, in duplicate; to the Ship To Address on the front of the purchase order unless otherwise indicated.

MATERIAL SAFETY DATA SHEET

The Vendor/Contractor agrees to furnish Hernando County with a current Material Safety Data Sheet (MSDS) on or before delivery of each and every hazardous chemical or substance purchased which is classified as toxic under Florida Statute 442. Appropriate labels and MSDSs shall be provided for all shipments. Send MSDSs and other pertinent data to: Hernando County Purchasing and Contracts Department, 20 North Main Street, Room 365, Brooksville, FL 34601-2828.

OSHA REQUIREMENT

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HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS
15470 FLIGHT PATH DR
BROOKSVILLE, FL 34604

PURCHASE ORDER-CHANGE NO. 25000081-3

pdf Copy

VENDOR
localgov@thf.cpa
103956
THOMAS HOWELL FERGUSON PA
2615 CENTENNIAL BLVD STE 200
TALLAHASSEE FL 32308-0592

SHIP TO
HERNANDO COUNTY EOC
18900 CORTEZ BLVD
BROOKSVILLE FL 34601

ORDER DATE: 10/10/24	BUYER: JCRULL	REQ. NO.: 0	REQ. DATE:
TERMS: NET 30 DAYS	F.O.B.: DESTINATION	DESC.: EPO DECL STATE OF EMERG	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION

40011-5303401 0 .00

5/28/2025 Change Order No 2 - MP
23-TFG0218 Grant GMS #:571
EPO CO#2 is to increased funds to accommodate both outstanding and projected invoices.
Increase Line 1 $231,818.00 New Line Total $256,818.00

O1d PO Total $25,000.00 New PO Total $ 256,818.00

Dept 40011 Account 5303401 Milton24 Line#1 $ 231,818.00

40011-5303401 1 231818.00

1/14/2026 Change Order No 3 - MP
Contract # 23-TFG0218 TO#4 Grant GMS# 571
EPO CO #3 increases funding for consulting services related to Hurricane Milton.
The amount of work needed for storm response was greater than originally expected. This change order adds funding for about 1,740 additional hours of consulting work through January 22, 2026, and also

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE

PAGE TOTAL $
TOTAL $

pdf Copy

SEE TERMS AND CONDITIONS ON REVERSE SIDE

APPROVED BY: _____
CHIEF PROCUREMENT OFFICER

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BOARD OF COUNTY COMMISSIONERS
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PURCHASE ORDER-CHANGE NO. 25000081-3

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localgov@thf.cpa
103956
THOMAS HOWELL FERGUSON PA
2615 CENTENNIAL BLVD STE 200
TALLAHASSEE FL 32308-0592

SHIP TO
HERNANDO COUNTY EOC
18900 CORTEZ BLVD
BROOKSVILLE FL 34601

PDF Copy

ORDER DATE: 10/10/24	BUYER: JCRULL	REQ. NO.: 0	REQ. DATE:
TERMS: NET 30 DAYS	F.O.B.: DESTINATION	DESC.: EPO DECL STATE OF EMERG	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			covers unpaid invoices. Increase Line 1 $397,272.00 New Line Total $654,090.00 O1d PO Total $256,818.00 New PO Total $654,090.00 Dept 40011 Account 5303401 Line#1 $397,272.00 40011-5303401 1 397272.00		
01	654090.00	JOB	EPO DECLARED STATE OF EMERGENCY MILTON-PLANNING AND GRANT PROGRAM MANAGEMENT	1.0000	654,090.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	40011	5303401	654,090.00	MILTON24

PAGE TOTAL	$	654,090.00
TOTAL	$	654,090.00

PDF Copy

SEE TERMS AND CONDITIONS ON REVERSE SIDE

APPROVED BY: Carla Rossi-Smith
CHIEF PROCUREMENT OFFICER

HERNANDO COUNTY PURCHASE ORDER TERMS AND CONDITIONS

GENERAL

The condition of this order may not be changed by Vendor/Contractor. If order is not acceptable, return to Hernando County Purchasing and Contracts Department. Failure of a Vendor/Contractor to deliver according to this purchase order awarded to him or to comply with any of the terms and conditions therein may disqualify him from receiving future orders.

QUALITY

All material or services furnished on this order must be as specified and subject to County inspection and approval within a reasonable time after delivery at destination. Variations in materials or services from those specified in this order must not be made without written authority from the Chief Procurement Officer. Materials rejected will be returned at the Vendor/Contractor's risk and expense.

QUANTITY/PRICE

The quantity of materials ordered or the prices specified must not be exceeded without written authority being first obtained from the Chief Procurement Officer.

INDEMNITY AND INSURANCE

The Vendor/Contractor agrees to indemnify and hold harmless Hernando County, including its officers, agents and employees, from all claims, damages, losses and expenses, including reasonable attorneys' fees, and costs brought or incurred on account of injuries or damages sustained by any party due to the operations of the Vendor/Contractor under this contract. The Vendor/Contractor further agrees to provide workers' compensation for all employees, and to maintain such general and auto liability insurance as is deemed necessary by the County for the particular circumstances and operations of the Vendor/Contractor. The Vendor/Contractor further agrees to provide the County with Certificates of Insurance, indicating the amount of coverage in force, upon request.

PACKING

Packages must be plainly marked with shipper's name and purchase order number; charges are not allowed for boxing or crating unless previously agreed upon in writing.

DELIVERY

All materials must be shipped F. O. B. destination. The County will pay no freight or express charges, except by previous agreement. If specific purchase is negotiated on the basis of F.O.B. shipping point, VENDOR/CONTRACTOR ARE TO PREPAY SHIPPING CHARGES AND ADD TO INVOICE. Delivery must actually be affected within the time stated on purchase made between 8:00 AM and 5:00 PM Monday to Friday inclusive unless otherwise stated. In case of default by the Vendor/Contractor, Hernando County may procure the articles or services covered by this order from other sources and hold the Vendor/Contractor responsible for any excess occasioned thereby.

PAYMENT

Partial billing will be accepted only for items received within the specified delivery period. Payments for items delivered after this specified delivery period will be made after the entire order is completed and accepted by Hernando County. Payment shall be made in accordance with Florida Statute 218, Florida Prompt Payment Act. Payment for accepted equipment/supplies/services will be accomplished by submission of an invoice, in duplicate; to the Ship To Address on the front of the purchase order unless otherwise indicated.

MATERIAL SAFETY DATA SHEET

The Vendor/Contractor agrees to furnish Hernando County with a current Material Safety Data Sheet (MSDS) on or before delivery of each and every hazardous chemical or substance purchased which is classified as toxic under Florida Statute 442. Appropriate labels and MSDSs shall be provided for all shipments. Send MSDSs and other pertinent data to: Hernando County Purchasing and Contracts Department, 20 North Main Street, Room 365, Brooksville, FL 34601-2828.

OSHA REQUIREMENT

The Vendor/Contractor or contractor hereby guarantees Hernando County that all materials, supplies and equipment as listed on the purchase order meet the requirements, specifications and standards as provided for under the Federal Occupations Safety and Health Administration Act of 1970, as from time to time amended and in force at the date thereof.

LEGALLY AUTHORIZED WORKFORCE

VENDOR/CONTRACTOR represents and warrants that 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. VENDOR/CONTRACTOR is encouraged (but not required) to incorporate the IMAGE best practices into its business and, when practicable, incorporate verification requirements into its agreements with subcontractors. The IMAGE Best Practices can be found on the COUNTY'S website at www.hernandocounty.us/pur/.

INSURANCE

The Contractor shall maintain in effect at all times during the performance of the services insurance coverage according to the Contract between Contractor and COUNTY. All waiver of subrogation provisions of the Contract apply. In the absence of a current Contract, the Contractor shall, at its sole expense, maintain in effect at all times during the performance of the services insurance coverage with limits not less than those set forth below (unless the County agrees in writing to lower limits) and with insurers and under forms of policies satisfactory to COUNTY; Contractor shall endorse Hernando County as an additional insured on the commercial general liability (additional insured shall read "Hernando County Board of County Commissioners); Contractor waives subrogation as to the General Liability policy unless a policy condition prohibits pre-loss waiver of subrogation, in which case Contractor shall request of the insurer that the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others unless such policy prohibits such an endorsement or voids coverage should VENDOR/CONTRACTOR enter into such an agreement on a pre-loss basis.

Coverage	Minimum Amounts and Limits
(a) Worker's Compensation	Statutory requirements at location of work
Employer's Liability	$ 100,000 each accident
	$ 100,000 by employee
	$ 500,000 policy limit
(b) Commercial General Liability	$ 2,000,000 General Aggregate
(Additional Insured & Wavier	$ 2,000,000 Products-Comp. Ops Agg.
Of Subrogation)	$ 1,000,000 Each Occurrence
	$ 5,000 Medical Expense
(c) Automobile Liability	$ 1,000,000 Combined Single Limit (owned, hired and non-owned)
Option of Split Limits:	
(1.) Bodily Injury	$ 1,000,000 Per Person or $1,000,000 Per Accident

HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS
15470 FLIGHT PATH DR
BROOKSVILLE, FL 34604

PURCHASE ORDER-CHANGE NO. 25000081-3
CHANGE DATE: 01/14/26

pdf Copy

VENDOR
localgov@thf.cpa
103956
THOMAS HOWELL FERGUSON PA
2615 CENTENNIAL BLVD STE 200
TALLAHASSEE FL 32308-0551

SHIP TO
HERNANDO COUNTY EOC
18900 CORTEZ BLVD
BROOKSVILLE FL 34601

ORDER DATE: 10/10/24	BUYER: JCRULL	REQ. NO.: 0	REQ. DATE:
TERMS: NET 30 DAYS	F.O.B.: DESTINATION	DESC.: CHANGE ORDER - 3	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			1/14/2026 Change Order No 3 - MP Contract # 23-TFG0218 TO#4 Grant GMS# 571 EPO CO #3 increases funding for consulting services related to Hurricane Milton. The amount of work needed for storm response was greater than originally expected. This change order adds funding for about 1,740 additional hours of consulting work through January 22, 2026, and also covers unpaid invoices. Increase Line 1 $397,272.00 New Line Total $654,090.00 Old PO Total $256,818.00 New PO Total $654,090.00 Dept 40011 Account 5303401 Line#1 $397,272.00 40011-5303401 1 397272.00		
01	*********	JOB	EPO DECLARED STATE OF EMERGENCY MILTON-PLANNING AND GRANT PROGRAM MANAGEMENT	.0000	397,272.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE
01	40011 5303401	397,272.00	MILTON24

PAGE TOTAL	$	397,272.00
TOTAL	$	397,272.00

pdf Copy

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APPROVED BY: _____
CHIEF PROCUREMENT OFFICER

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	$ 100,000 by employee
	$ 500,000 policy limit
(b) Commercial General Liability	$ 2,000,000 General Aggregate
(Additional Insured & Wavier	$ 2,000,000 Products-Comp. Ops Agg.
Of Subrogation)	$ 1,000,000 Each Occurrence
	$ 5,000 Medical Expense
(c) Automobile Liability	$ 1,000,000 Combined Single Limit (owned, hired and non-owned)
Option of Split Limits:	
(1.) Bodily Injury	$ 1,000,000 Per Person or $1,000,000 Per Accident

Hernando County Board of County Commissioners

Change Order Request

____ Add Line(s)	____ Cancel Outstanding Balance	**X** Increase/Decrease Funds
____ Delete Line(s)	____ Change Project Number	____ Increase/Decrease Blanket
____ Cancel Purchase Order	____ Change Account Number	____ Increase/Decrease Quantity

Today's Date: 01-14-2026
PO/Contract #: 25000081
Change Order Number: 3
Requisition Number: 25000081
Vendor's Name on PO: THOMAS HOWELL FERGUSON PA
Department/Employee: ANGEL TURNER

Instructions: In the explanation, details of the request must be provided. All requests must include account number, line item number, project number, new purchase order total. Include details as if entering a new requisition. If change request is due to new agreements, quotes, projects, etc. necessary documents must be attached.

Explanation:

Justification: Contract # 23-TFG0218 TO#4 Grant GMS# 571
EPO CO #3 increases funding for consulting services related to Hurricane Milton.
The amount of work needed for storm response was greater than originally expected. This change order adds funding for about 1,740 additional hours of consulting work through January 22, 2026, and also covers unpaid invoices.

Increase Line 1 $397,272.00 New Line Total $654,090.00
Old PO Total $256,818.00 New PO Total $654,090.00
Dept 40011 Account 5303401 Line#1 $397,272.00

40011-5303401 1 397272.00

Department Approval: ERIN THOMAS **Date:** 12-01-2025

Chief Procurement Officer: FRAN HALLET **Date:** 01-14-2026

BOCC Approval Date: _____
(BOCC Required per Purchasing 080E)

Revised May, 2012

Grant Compliance Review Form

Please.confirm.the.following.tasks.have.been.completed¡.Check.ƒ Yesƒ .or.ƒ Noƒ .for.each.and.
add.comments.as.needed¡

PO: 2500081	CO #: 3	Vendor: Thomas Howell Ferguson PA	GMS #: 571	Award #: Z5110

Grant Compliance Check

Task	Yes	No	N/A	Comments
Purchase aligns with the grant's activities and objectives (List equipment or real property)	☒	☐	☐	Increase line 1 $397,272.00 new line total $654,090.00.
Period of performance	☒	☐	☐	10/05/2024 – 04/11/2025 (CAT A-B) 10/05/2024 – 04/11/2026 (CAT C-G) This qualifies under CAT Z, allowable 120 days after final project close out. Under the current POP this would be 08/09/2026.
Equipment and Real Property	☐	☐	☒	
BCC and/or Legal Approval	☒	☐	☐	Item 16857 for CO 3 & Budget Amendment
Funding agency approval	☐	☐	☒	

Procurement Compliance Check

Task	Yes	No	N/A	Comments
Suspension & Debarment State & Federal Transactions >$25k	☒	☐	☐	Done with initial award
Purchase was competitively procured (if applicable)	☒	☐	☐	RFP
Procurement type is properly classified (e.g., Micro-purchase <$10,000.00, Small Purchase $10,000.01-$50,000.00, Formal Procurement (Sealed Bids & Proposals) > $50,000.01)	☐	☐	☒	Sealed Proposals
Cost & Price Analysis for items over $250,000.00 **(Please Attach Analysis to Form)**	☒	☐	☐	Done with initial award. No change in rates. Will pay for actual hours with proper backup

Budget & Funding Availability Check

Task	Yes	No	N/A	Comments
Sufficient budget allocated for this purchase **-eFinance**	☒	☐	☐	Dept:40011 Account:5303401 Funds Available: Budget Amendment 2026-30 approved, input pendint
The purchase is within the approved budget**-agreement**	☒	☐	☐	FEMA PA allows for 5% of total Federal Award for Contract Management.

Notes and Reviewer Sign Off

Approved ☒ Not Approved ☐ Needs Correction ☐

Notes: Currently in FEMA GO, there is $9,764,305 under "Best Available Federal Share Cost". This means the current best for FEMA reimbursement for these expenses is $488,215. There is still $7+ Million pending Debris Removal to be added to FEMA GO to bring the total expect FEMA PA reimburse to $17+ Million, allowing for $850,000 in Contract Management Costs. As there is no guarantee when/if FEA reimbursement will be finalized, these totals are a best educated estimate. The Department/County will be responsible to pay any excess charges outside of FEMA reimbursement.

Reviewed By and Date: Erin Kluis Briggs 01/14/2026

Meeting: 01/13/2026
Department: Procurement Department
Prepared By: Fran Hallet
Initiator: Carla Rossiter-Smith
DOC ID: 16857
Legal Request Number:
Bid/Contract Number: 23-TGF0218

TITLE

Change Order No. 3 to Purchase Order With Thomas Howell Ferguson, P.A., for Emergency Planning and Grant Program Management Services for Hurricane Milton (Contract No. 23-TFG0218; Amount: $397,272.00)

BRIEF OVERVIEW

Contract No. 23-TFG0218, awarded by the Board on January 23, 2024, Doc ID No. 13358, to Integrated Solutions Consulting Corporation, Thomas Howell Ferguson, P.A., and Witt O'Brien's, LLC for Emergency Planning and Grant Program Management.

On October 10, 2024, the Chief Procurement Officer (CPO) approved Emergency Purchase Order No. 25000081 to Thomas Howell Ferguson PA for Emergency Planning and Grant Program Management Services for Hurricane Milton for $25,000.00.

The purchase order was originally issued for $25,000.00.

Change Order No. 1 was a no-cost administrative change to correct verbiage on the purchase order approved by the CPO. The purchase order amount remained at $25,000.00.

Change Order No. 2 in the amount of $231,818.00 was approved by the Board on May 27, 2025, to cover outstanding invoices and projected invoices. The purchase order increased from $25,000.00 to $256,818.00.

Hernando County Emergency Management Department has requested an increase to Purchase Order No. 25000081 to cover current outstanding invoices and projected invoices. Change Order No. 3 in the amount of $397,272.00, would increase the purchase order to $654,090.00.

FINANCIAL IMPACT

Funding in the amount of $397,272.00 will be available, following the approval of the attached budget amendment in the following:

Expense:

Fund: 0011 - General Fund, **Department: 40011 -** General Fund Disaster, **Account: 5303401 -** Contracted Services

Project: Milton24

Federal Emergency Management Agency (FEMA) reimbursement is anticipated; however, the amount and time frame of reimbursement is unknown, currently.

LEGAL NOTE

The Board has the authority to act on this item pursuant to Part II, Chapter 2, Article V of the Hernando County Code of Ordinances.

RECOMMENDATION

It is recommended the Board approve Change Order No. 3 in the amount of $397,272.00 to Purchase Order No. 25000081 for Thomas Howell Ferguson PA, increasing the total purchase order amount to $654,090.00.

It is further recommended the Board approve the associated budget amendment totaling $397,272.00.

REVIEW PROCESS

Paul Hasenmeier	Approved	12/12/2025 8:53 AM
Erin Briggs	Approved	12/22/2025 3:54 PM
Amelia Gebala	Approved	12/23/2025 10:44 AM
Erin Dohren	Approved	12/26/2025 4:06 PM
Carla Rossiter-Smith	Approved	12/31/2025 9:53 AM
Pamela Hare	Approved	12/31/2025 1:19 PM
Melissa Tartaglia	Approved	01/05/2026 3:26 PM
Heidi Prouse	Approved	01/05/2026 4:56 PM
Toni Brady	Approved	01/06/2026 8:21 PM
Jeffrey Rogers	Approved	01/06/2026 11:37 PM
Colleen Conko	Approved	01/07/2026 8:11 AM

PROCUREMENT DEPARTMENT

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

January 13, 2026

MEMORANDUM

TO: Financial Services, Hernando County Clerk of Circuit Court & Comptroller

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

SUBJECT: BOCC Agenda Item Approval

Please accept this memorandum as notification of the Board of County Commissioners' approval of the Agenda Items list below at the **1/13/2026** BOCC meeting.

Further evidence of the approval of these items can be found in any relevant executed agreements with the BOCC Chairman's signature on the date of approval, as appropriate and as supplied in relevant requisitions. The BOCC meeting details for the aforementioned date provides additional evidence of approval.

This memorandum is to be used interchangeably with the BOCC Agenda Item stamped with BOCC adopted as proof of BOCC approval required in the County approval process for requisition, budget resolution or grant related items.

Approved Items:

PROCUREMENT ITEMS

1. **16866** Approval of Short Listed Firms for Architectural and Engineering Services for Fire Rescue and Emergency Services Fire Station Prototype Designs (Contract No. 25-RFQ01153/AP)

2. **16695** Award of Contract and Professional Services Agreement With McKim and Creed, Inc., for Engineering Services for Gretna and Hexam Water Treatment Systems Improvement Project (Contract No. 25-RFQ00955/AP; Amount: $2,944,448.80)

3. **16876** Award of Quote and Work Authorization Agreement With MVH Construction, LLC, for Fire Station No. 7 Remodel Project Located on Mondon Hill Road (Contract No.23-T00040/AP Q 42; Amount: $106,845.55)

4. **16857** Change Order No. 3 to Purchase Order With Thomas Howell Ferguson, P.A., for Emergency Planning and Grant Program Management Services for Hurricane Milton (Contract No. 23-TFG0218; Amount: $397,272.00)

TITLE

Change Order No. 3 to Purchase Order With Thomas Howell Ferguson, P.A., for Emergency Planning and Grant Program Management Services for Hurricane Milton (Contract No. 23-TFG0218; Amount: $397,272.00)

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Hernando County Emergency Management Department has requested an increase to Purchase Order No. 25000081 to cover current outstanding invoices and projected invoices. Change Order No. 3 in the amount of $397,272.00, would increase the purchase order to $654,090.00.

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Fund: 0011 - General Fund, **Department: 40011** - General Fund Disaster, **Account: 5303401** - Contracted Services

Project: Milton24

Federal Emergency Management Agency (FEMA) reimbursement is anticipated; however, the amount and time frame of reimbursement is unknown, currently.

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Melissa Tartaglia	Approved	01/05/2026 3:26 PM
Heidi Prouse	Approved	01/05/2026 4:56 PM
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PROCUREMENT DEPARTMENT

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

January 13, 2026

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Hernando County Hurricane Milton Estimated Purchase Order

Hurricane Milton			
Hernando County February 1, 2026 – September 30, 2026			
	Position Rate	**Total Estimated Hours**	**Estimated Cost**
Project Principal	$199.00	50	$9,950.00
Project Manager	$174.00	150	$26,100.00
Senior Consultant	$168.00	0	$0.00
Consultant	$144.00	450	$64,800.00
Junior Consultant	$92.00	0	$0.00
Administrative Support	$85.00	0	$0.00
		Future Hours:	**650**
		Total Estimate:	**$100,850.00**

From: Jacob Allen
To: Mindy Rivera
Cc: John Beall; Ryan Hagen; Allison Muckerman
Subject: Fw: THF Invoice #152224 for Hernando County - 63564.C0
Date: Tuesday, February 3, 2026 11:02:19 AM
Attachments: image001.png
image004.png
image005.png

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

Good morning Mindy,

Please see the breakdown below. Please let us know if you have any questions.

Best,

THF, CPAs

Jacob Allen , LSSBB
Manager, Government Consulting Services
Main: 850-668-8100 | Direct: 850-290-7673 | Mobile: 863-529-5021
2624 Centennial Place
Tallahassee, Florida 32308
jmallen@thf-cpa.com

Click here to upload your documents

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From: Alexander Machado <amachado@thf-cpa.com>
Sent: Tuesday, February 3, 2026 10:51 AM
To: John Beall <jbeall@thf-cpa.com>
Cc: Ryan Hagen <rhagen@thf-cpa.com>; Allison Muckerman <amuckerman@thf-cpa.com>; Jacob Allen <jmallen@thf-cpa.com>

Subject: Re: THF Invoice #152224 for Hernando County - 63564.C0

Good morning,

The following is a breakdown of what titles each of the people on the Hernando County project hold and their billable rate.

Steve Stevens	Principal	$199.00
Nicole Acosta	Principal	$199.00
Brittany Bechtel	Principal	$199.00
John Beall	Principal	$199.00
Jacob Allen	Project Manager	$174.00
Ryan Hagen	Project Manager	$174.00
Allison Muckerman	Consultant	$144.00
Alex Machado	Jr. Consultant	$92.00
Cynthia Rossi	Jr. Consultant	$92.00
Camila Aponte	Jr. Consultant	$92.00

Thank you,

THF, CPAs

Alexander Machado
Junior Consultant, Government Consulting Services
Main: 850-668-8100 | Direct: 850-328-4348 | Mobile: 3869869892
2624 Centennial Place
Tallahassee, Florida 32308
amachado@thf-cpa.com

Click here to upload your documents

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From: John Beall <jbeall@thf-cpa.com>
Sent: Monday, February 2, 2026 3:01 PM
To: Alexander Machado <amachado@thf-cpa.com>
Cc: Ryan Hagen <rhagen@thf-cpa.com>; Allison Muckerman <amuckerman@thf-cpa.com>; Jacob Allen <jmallen@thf-cpa.com>
Subject: Fw: THF Invoice #152224 for Hernando County - 63564.C0

Alex,
Can you pull the information Mindy is looking for below?

THF, CPAs

John Beall , MBA, PMP
Senior Manager, Government Consulting Services
Main: 850-668-8100 | Direct: 850-312-1612 | Mobile: 850-566-5681
2624 Centennial Place
Tallahassee, Florida 32308
jbeall@thf-cpa.com

Click here to upload your documents

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From: Mindy Rivera <msrivera@co.hernando.fl.us>
Sent: Monday, February 2, 2026 2:58 PM
To: John Beall <jbeall@thf-cpa.com>
Cc: Erin Thomas <EThomas@co.hernando.fl.us>; Jeremy Odell <jodell@co.hernando.fl.us>; Angel Turner <ATurner@co.hernando.fl.us>
Subject: FW: THF Invoice #152224 for Hernando County - 63564.C0

Hi John,

Can you please send me the list of who holds what title with THF to easily review the back up to this invoice since we can not see the hourly rate next to each person?

Appreciate the assistance!

Personnel	Hours	Rate	Amount
Project Principal	87.50	$199	$ 17,412.50
Project Manager	116.50	174	20,271.00
Senior Consultant	0.00	168	0.00
Consultant	120.00	144	17,280.00
Junior Consultant	419.60	92	38,603.20
Administrative Support	0.00	85	0.00

Thank you,

Mindy Rivera | Emergency Management Coordinator
Hernando County Emergency Management
Office: (352) 754-4083
18900 Cortez Blvd., Brooksville, FL 34601
msrivera@hernandocounty.us
www.hernandocounty.us/em

From: Angel Turner <ATurner@co.hernando.fl.us>
Sent: Monday, February 2, 2026 12:00 PM
To: Mindy Rivera <msrivera@co.hernando.fl.us>
Cc: Erin Thomas <EThomas@co.hernando.fl.us>; Jeremy Odell <jodell@co.hernando.fl.us>
Subject: FW: THF Invoice #152224 for Hernando County - 63564.C0

Can you please look at the attached invoice and ensure its ok to pay? Please let me know if you are processing or if I need to.

Thank you,

Angel Turner, FPEM | Specialist I
Emergency Management
Office: (352) 754-4083 Cell: (352) 442-8773
18900 Cortez Blvd, Brooksville, FL, 34601
aturner@hernandocounty.us
www.hernandocounty.us/em

NOTICE: Please note: Florida has a very broad Public Records Law. Most written communications to or from the Hernando County Emergency Management Division are public records available to anyone upon request. Your e-mail, including your e-mail address, may therefore, be subject to public disclosure.

Book time with Angel Turner

From: John Beall <jbeall@thf-cpa.com>
Sent: Friday, January 30, 2026 3:33 PM
To: Erin Thomas <EThomas@co.hernando.fl.us>; Angel Turner <ATurner@co.hernando.fl.us>; Jeremy Odell <jodell@co.hernando.fl.us>
Cc: Nicole Acosta <nacosta@thf-cpa.com>; Ryan Hagen <rhagen@thf-cpa.com>; Jacob Allen <jmallen@thf-cpa.com>
Subject: THF Invoice #152224 for Hernando County - 63564.C0

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

Good Afternoon,
Attached is the invoice for services rendered from December 1, 2025, through December 31, 2025.
Please let me know if you have any questions.

Best Regards,

THF, CPAs

John Beall , MBA, PMP
Senior Manager, Government Consulting Services
Main: 850-668-8100 | Direct: 850-312-1612 | Mobile: 850-566-5681
2624 Centennial Place
Tallahassee, Florida 32308
jbeall@thf-cpa.com

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G/L ACCOUNT - MASTER INQUIRY

Org code: B0104010 BOARD OF CO COMMISSIONERS Type: E
Object code: 533400 OPERATING-OTHER SERVICES Status: A
Project code: Budgetary: Y

Fund B001 BCC - GENERAL FUND
Department 100 BOARD OF CO COMMISSIONERS
Group 4000X Disaster Historical
Area of Op 10 BOCC
Function 52500 EMERGENCY/DISASTER RELIEF SVC
UNKNOWN
UNKNOWN

Full description: OPERATING-OTHER SERVICES Short desc: 533400
Reference Acct: Auto-encumber? (Y/N) N

--------- CURRENT YEAR MONTHLY AMOUNTS ----------

PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	-221,179.70	.00	.00	.00
02	.00	.00	.00	.00
03	261,393.93	.00	125,067.00	125,067.00
04	288,129.90	.00	911,648.00	911,648.00
05	93,566.70	665,828.97	397,272.00	397,272.00
06	160,935.26	-31,638.78	.00	.00
07	220,118.84	-220,118.84	.00	.00
08	171,769.37	-171,769.37	.00	.00
09	.00	.00	.00	.00
10	.00	.00	.00	.00
11	.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	974,734.30	242,301.98	1,433,987.00	1,433,987.00

---------- CURRENT YEAR TOTAL AMOUNTS -----------

Actual (Memo)	1,028,560.70	Original Budget	.00
Encumbrances	188,475.58	Budget Tranfr In	1,433,987.00
Requisitions	.00	Budget Tranfr Out	.00
Total	1,217,036.28	Carry Fwd Budget	.00
Available Budget	216,950.72	Carry Fwd Bud Tfr	.00
Percent Used	84.87	Revised Budget	1,433,987.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00		.00
Actual-Last Yr	.00		.00
Estim-Actual	.00		.00
	.00		.00
			.00

G/L ACCOUNT - MASTER INQUIRY

LAST YEAR MONTHLY AMOUNTS

PER	ACTUAL	ENCUMBRANCE	BUDGET
00	.00	.00	.00
01	.00	.00	.00
02	.00	.00	.00
03	.00	.00	.00
04	.00	.00	.00
05	.00	.00	.00
06	.00	.00	.00
07	.00	.00	.00
08	.00	.00	.00
09	.00	.00	.00
10	.00	.00	.00
11	.00	.00	.00
12	9,664,157.78	.00	11,172,531.00
13	758,904.76	.00	.00
Tot:	10,423,062.54	.00	11,172,531.00

PRIOR YEARS TOTAL AMOUNTS

2025 Actual	10,423,062.54	2025 Orig Budget	.00
2025 Closed @ YE	10,423,062.54	2025 Bud Tfr In	11,172,531.00
2025 Encumbrance	.00	2025 Bud Tfr Out	.00
2025 Memo Bal	10,423,062.54	2025 C Fwd Budget	.00
2024 Actual	277,927.73	2025 Revsd Budget	11,172,531.00
2023 Actual	207,134.24		
2022 Actual	.00	2024 Orig Budget	.00
2021 Actual	.00	2024 Revsd Budget	363,156.00
2020 Actual	.00	2023 Orig Budget	.00
2019 Actual	.00	2023 Revsd Budget	14,266.00
2018 Actual	.00		
2017 Actual	.00	2025	0.00
2016 Actual	.00	2024	0.00
		2023	0.00

FUTURE YEAR AMOUNTS

PER	2027 BUDGET		BUDGET	
00	.00	2027	.00	.00
01	.00	2027	.00	.00
02	.00	2027	.00	.00
03	.00	2027	.00	.00
04	.00	2027	.00	.00
05	.00	2027 Revised	.00	
06	.00	2028 Estimate	.00	.00
07	.00	2029 Estimate	.00	.00
08	.00	2030 Estimate	.00	.00
09	.00	2031 Estimate	.00	.00
10	.00			
11	.00	2027 Memo Bal	.00	
12	.00	2027 Encumbrance	.00	
13	.00	2027 Requisition	.00	
Tot:	.00			

ACCOUNT NOTES

** END OF REPORT - Generated by Erin Dohren **

Board of County Commissioners

AGENDA ITEM

Meeting: 06/09/2026
Department: Procurement Department
Prepared By: Gretchen Bechtel
Initiator: Gretchen Bechtel
DOC ID: 17446
Legal Request Number: 2025 658 1
Bid/Contract Number: 26-T01231

TITLE

Award of Term Contract to Truly Nolan of America, Inc., for Pest Control Services for Facilities Department (Contract No. 26-T01231; Amount: $79,800.27)

RESULT:	**ADOPTED**
MOVER:	John Allocco
SECONDER:	Ryan Amsler
AYES:	Campbell, Amsler, Champion and Allocco
ABSENT:	Hawkins

PEST CONTROL SERVICES

26-T01231

County of Hernando

15470 Flight Path Drive

Brooksville, FL 34604

County of Hernando
Pest Control Services

I. SOLICITATION .....
II. INTRODUCTION.....
III. AWARD .....
IV. DEFINITIONS AND SOLICITATION INSTRUCTIONS.....
V. GENERAL CONDITIONS.....
VI. SPECIAL CONDITIONS.....
VII. SCOPE OF WORK .....
VIII. PRICING PROPOSAL.....
IX. VENDOR QUESTIONNAIRE .....

1. SOLICITATION

ISSUED BY:

BOARD OF COUNTY COMMISSIONERS

HERNANDO COUNTY, FLORIDA

Jerry Campbell, Chairman

Ryan Amsler, Vice Chairman

Steve Champion, Second Vice Chairman

John Allocco

Brian Hawkins

SUBMIT BID OFFER TO:

HERNANDO COUNTY

PROCUREMENT DEPARTMENT

via Hernando County's ePROCUREMENT PORTAL

Carla Rossiter-Smith

Chief Procurement Officer

SEALED OFFERS, FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT DESCRIBED HEREIN WILL BE RECEIVED BY THE OFFICE OF PROCUREMENT, VIA THE COUNTY'S ePROCUREMENT PORTAL UNTIL 10:00 a.m., LOCAL TIME ON Monday, April 27, 2026. NO BID OFFERS WILL BE ACCEPTED AFTER THE ABOVE STIPULATED DATE AND TIME. THIS IS AN ADVERTISED SOLICITATION AND THE RESPONDING BIDDERS WILL BE PUBLICLY READ AT 15470 FLIGHT PATH DRIVE BROOKSVILLE, FL 34604 IN THE ADMINISTRATIVE CONFERENCE ROOM AT 10:00 a.m. ON Monday, April 27, 2026. PURSUANT TO FS 119.071 SEALED BIDS, PROPOSALS, OR REPLIES RECEIVED BY AN AGENCY PURSUANT TO A COMPETITIVE SOLICITATION ARE EXEMPT FROM INSPECTION UNTIL SUCH TIME AS THE AGENCY PROVIDES NOTICE OF AN INTENDED DECISION OR UNTIL THIRTY (30) DAYS AFTER OPENING THE BIDS, PROPOSALS, OR FINAL REPLIES, WHICHEVER IS EARLIER.

Procurement Contact Information:

Gretchen Bechtel, Contract Agent II

(352) 754-4013

gbechtel@co.hernando.fl.us

2. INTRODUCTION

2.1. ADVERTISEMENT OF BID

INVITATION TO BID

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

TERM CONTRACT ITB NO. SOLICITATION # 26-T01231

FOR

Pest Control Services

The Hernando County Board of County Commissioners is currently seeking qualified vendors who are experienced pest management professionals to deliver comprehensive pest control services throughout all facilities owned and operated by the county.

Offers for furnishing the above will be received and accepted up to 10:00 a.m. (local time), Monday, April 27, 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:

A. A Non-Mandatory Pre-Bid Conference will be held Wednesday, March 25, 2026 at 10:00 am at the Hernando County DPW Engineering Conference Room, 1525 E. Jefferson St. Brooksville, FL 34601.

B. A Site Visit will immediately follow the Pre-Bid Conference.

3. AWARD

UPON AWARD, PLEASE SUBMIT INVOICES TO:

Hernando County

Facilities

1525 E. Jefferson St.

Brooksville, Florida 34601

4. DEFINITIONS AND SOLICITATION INSTRUCTIONS

4.1. DEFINITION OF TERMS

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

A. **BIDDER:** The dealer/manufacturer, Vendor/Contractor or business organization submitting a bid to the County in response to this solicitation. Sometimes referred to as "proposer" or "respondent".

B. **CHANGE ORDER:** The written order issued by the County, County Designated Representative or Engineer, to the Vendor/Contactor and signed by the Vendor/Contractor and County authorizing an addition, deletion, or revision in the goods, services and/or work to be provided under the Contract or an adjustment in the contract price or contract time, after the effective date of the signed contract.

C. **CONTRACT:** The written agreement executed by the County and Vendor/Contractor for the performance of work and the other documents (including but not limited to the Solicitation-Offer-Award in its entirety, and the plans, specifications, notice to bidders, proposal, surety bonds, addenda, bid documents and other documents) whether attached thereto or not.

D. **COUNTY:** The Board of County Commissioners, Hernando County, or its duly authorized representative.

E. **F.S.:** Florida Statutes version in effect on the effective date of the contract, unless otherwise indicated.

F. **PUBLIC OPENING**: The opening of the bids or proposals received in response to this solicitation, and the announcing of the bidders/proposers that submitted the bids/proposals received in response to this solicitation, in the presence of the public.

G. **SOLICITATION:** This Invitation to Bid ("ITB"), Request for Proposals ("RFP") or Request for Quotes ("RFQ"), whichever applies.

H. **VENDOR/CONTRACTOR:** The bidder awarded a contract by the County for the furnishing of goods or services.

4.2. AVAILABILITY OF BIDDING DOCUMENTS

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

4.3. PREPARATION OF BID

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

A. Interested firms are required to register via the County's ePROCUREMENT PORTAL . Once registered, to submit a response please click on the "DRAFT RESPONSE" button and provide an answer to all of the prompts/questions. You must respond to all required questions, and, if any, acknowledge addenda so that your response will be considered complete by the County. Bidders submitting more than one (1) bid with different pricing shall cause the Bidder to be rejected. All bids are subject to the conditions specified herein. Those, which do not comply with these conditions, may be subject to rejection.

B. Submit Bids via the Hernando County's ePROCUREMENT PORTAL. The responsibility for delivering the bid to the County on or before the stated time and date will be solely and strictly the responsibility of the Bidder. The County will be in no way responsible for delays caused by wi-fi connection or speed, power outage or any other occurrence.

1. Bids will be rejected unless submitted electronically via the County's eProcurement Portal along with all required bid line items. All bid forms enclosed are required to be completed and submitted using the instructions listed herein.
2. The County will not honor any explanation or change in the bid documents unless a written addendum has been issued.
3. The County reserves the right to reject any and all bids and to waive any informalities related thereto.
4. All bids must be firm for a period of ninety (90) days after the time set for opening bids. Upon award, prices quoted will be in effect for the term of the contract.
5. No material, labor, or facilities will be furnished by the County unless specifically stated.
6. Blank spaces in the bid must be properly filled in and the phraseology of the bid must not be changed. Additions must not be made to items mentioned therein and any unauthorized conditions, limiting any provision, attached to a bid shall render irregular and may cause its rejection.
7. Bidders are expected to make all investigations necessary to thoroughly inform themselves regarding all drawings, specifications, delivery requirements, performance requirements, site locations and all solicitation instructions to satisfy themselves of conditions affecting submission of their bid and the terms and cost of performing the contract. No pleas of ignorance by the Bidder of conditions that exist or may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis of varying the requirements of the County or the compensation of the Bidder. Bidder agrees that submittal of a bid for the work is prima facie evidence they have conducted such examinations.

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

4.4. BID OPENING:

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

4.5. QUESTIONS REGARDING SPECIFICATIONS OR BIDDING PROCESS

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

A. All questions relative to interpretation of the specifications or the bid process shall be addressed in writing via Hernando County's eProcurement Portal, 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. Oral answers will not be authoritative.

C. It will be the responsibility of the Bidder to visit eProcurement Portal to ensure 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: Wednesday, April 1, 2026

E. All addenda must be acknowledged via the County's eProcurement Poral. Failure of any Bidder to acknowledge any addenda may be found non-responsive and subject to rejection.

4.6. COMMUNICATION

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

4.7. WITHDRAWAL OF BIDS:

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

4.8. BID PROTESTS:

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

4.9. FOREIGN COUNTRIES OF CONCERN

Pursuant to sec. 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 sec. 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. CONTRACT PERIOD:

A. The Contract resulting from this solicitation shall be a term contract for the time period specified herein. During the specified time period, the County may order services/supplies as the requirements generate and the Vendor/Contractor will deliver the services/supplies ordered. It is understood that the County is not obligated to purchase any specific amount of services/supplies under this agreement.

B. The period of the Contract shall extend for 3 years from contract effective date.

C. **Renewal Option (Unilateral)**: At the sole option of the County, through the Board of County Commissioners or Chief Procurement Officer or Designee, this Contract may be unilaterally renewed, for 2 (two) additional year periods at the same prices, terms, and conditions. The County alone will determine whether or not this renewal option will be exercised based on its convenience and its best interest. The County will notify the Vendor/Contractor, in writing, no later than thirty (30) days prior to expiration of its decision to exercise this Contract renewal option and/or options. Any request by the Vendor/Contractor for consideration of a price adjustment must be submitted in writing to the County at the time of County notice of its decision to exercise Contract renewal (this provision), and the Vendor/Contractor must provide written evidence based on increased costs to the Vendor/Contractor. Documentation of these increases must be furnished to the County upon request. Any price adjustment (increase or decrease) approved by the County shall impose upon the Vendor/Contractor the requirement to advise and extend to the County price reductions when costs similarly decrease.

D. Either party may cancel this Contract, in whole or in part, by giving ninety (90) days prior notice in writing. However, the Vendor/Contractor shall not be authorized to exercise this cancellation option during the first one-hundred eighty (180) days of the Contract.

5.2. BID PRICE/SUBMITTAL REQUIREMENTS:

A. The prices bid shall remain firm during the period of the Contract. The prices bid shall be inclusive of all labor, equipment, and materials as specified within this solicitation. The price bid constitutes the total compensation payable to the Vendor/Contractor for performing the work.

B. Unless otherwise stated, the prices bid shall include all costs of packing, transporting, delivery, and services to the designated point within Hernando County.

C. The Bidder hereby certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, services, or equipment and is in all respects fair and without collusion or fraud.

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

D. The Bidder warrants that the prices of the items set forth herein do not exceed those charged by the Bidder under a contract with the State of Florida or any of its agencies.

E. **Bidder must submit the solicitation document in its entirety, including the Solicitation-Offer-Award cover sheet, Bid Specifications, Bid Form, and all required forms/certifications. Failure to submit these forms may render its bid as non-responsive.**

5.3. QUALIFICATION OF BIDDERS:

A. This bid shall be awarded to a responsive, responsible bidder, qualified by experience to provide the work specified. The Bidder will submit the following information with their bid:

1. List a brief description of substantially similar work (size and scope) for at least three (3) references of firms, and/or governmental agencies/entities satisfactorily completed with location, dates of contract, names, addresses, telephone numbers and email addresses of owners (see Questionnaire). These references must be for work performed within the past seven (7) years.
2. List of equipment and facilities available to do work.
3. List of personnel, by name and title, contemplated to perform the work.

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.

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

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

5.6. 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.

5.7. BID EVALUATION AND AWARD (continued) "Price per Location"

The bid price, per location, constitutes the total compensation payable to the Vendor/Contractor for performing all work specified within these contract documents. All duties, responsibilities, and obligations assigned to or undertaken by the Vendor/Contractor shall be at their expense without change in the contract price(s).

5.8. 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.

5.9. LOCAL PREFERENCE:

A. Purpose and Findings: These provisions apply to purchases using Formal Bids, Request for Proposals or Quotes. The County annually spends significant dollars on purchasing personal property, materials, and services, and in constructing improvements to real property or existing structures. The dollars used in making those purchases are derived, in large part, from taxes, fees and utility revenues paid by businesses located within Hernando County, and the County Commission has determined that funds generated in the community should, to the extent possible, be placed back into the local economy. Therefore, the County Commission has

determined that it is in the best interest of the County to give a preference to local businesses in making such purchases whenever the application of such a preference is reasonable in light of the dollar-value of bids and quotes received in relation to such expenditures.

B. Application:

1. In bidding for or letting contracts for procurement of supplies, materials, equipment, and services, as described in the procurement policies of the County, the Board of County Commissioners may give a preference to local businesses in making purchases or awarding contracts in an amount not to exceed:

    a. Five percent (5%) of the local business' total bid price if the cost differential does not exceed $10,000.00 for procurement activities in amounts over $50,000.00

2. The total bid price shall include not only the base bid price, but also all alterations to the base bid price resulting from alternates which were both part of the bid and actually purchased or awarded by the Board of County Commissioners.

3. In the case of requests for proposals or qualification, letters of interest, or other solicitations and competitive negotiations and selections in which objective factors are used to evaluate the responses, local businesses shall be assigned five percent (5%) of the total points of the total evaluation points.

C. Definitions:

1. Local vendor means a person or business entity which has maintained a permanent place of business with full-time employees within Hernando County for a minimum of twelve (12) months prior to the date bids or quotes were received for the purchase or contract at issue, and which generally provides from such permanent place of business the kinds of goods or services solicited, and which at the time of the solicitation fully complies with the local vendor eligibility identified below.

2. Local Vendor Affidavit of Eligibility shall accompany the quotation or bid submittal in order to be considered valid and shall include, but not be limited to, the following current information:

    a. A physical business and location address.

    b. Proof of payment of real property tax due to Hernando County.

    c. A copy of the firm's most recent annual corporation report to the Florida Division of Corporations.

    d. Any additional information necessary to verify local vendor status.

D. Competitive Bids/Quotes: The County reserves the exclusive right to compare, contrast and otherwise evaluate the qualifications, character, responsibility and financial qualifications of all

persons, firms, partnerships, companies, or corporations submitting formal bids or formal quotes in any procurement for goods and services when making an award in the best interests of the County.

E. Exemptions:

1. Purchases resulting from exigent emergency conditions where any delay in completion or performance would jeopardize public health, safety, or welfare of the citizens of the County, or where in the judgment of the County the operational effectiveness or a significant County function would be seriously threatened if a purchase was not made expeditiously.
2. Purchases with any sole source supplier for supplies, materials, or other equipment.
3. Purchases made through cooperative purchasing arrangements utilized by the Procurement Department as identified in the Procurement Policy.
4. Purchases that are funded in whole or in part by assistance from any Federal, State, or local agency where the program guidelines do not permit local preference.
5. Purchases with an estimated cost of less than $10,000.00 or less.
6. Appeal: If an application for a “local vendor/contractor” designation is denied, the applicant may appeal such decision to the County Administrator for review and further consideration.

5.10. HOURS:

Work may be performed between the hours of 8am-5pm, 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.

5.11. WARRANTIES:

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

5.12. 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.

5.13. 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.

5.14. 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.

5.15. 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.

5.16. 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.

5.17. 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.

5.18. 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.

5.19. 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.

5.20. 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.

5.21. MODIFICATIONS/AMENDMENTS AND CHANGE ORDERS:

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

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

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

5.22. 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).

5.23. 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.

5.24. LITIGATION/WAIVER OF JURY TRIAL:

This agreement shall be governed by and construed according to Florida law. Venue for any dispute or formal litigation concerning this agreement shall be in the appropriate court with territorial jurisdiction over Hernando County, Florida. In the event of a dispute or litigation, each party to such dispute or litigation shall be solely responsible for its own attorneys' fees and costs. This agreement shall not be construed for or against any party hereto, without regard to which party is wholly or partly responsible for its drafting. Each party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this contract and/or any other claim of injury or damage.

5.25. TERMINATION:

A. Termination for Default:

1. The County may, by written notice to the Vendor/Contractor, terminate this contract for default in whole or in part (delivery orders, if applicable) if the Vendor/Contractor fails to:

    a. Provide products or services that comply with the specifications herein or fails to meet the County's performance standards.

    b. Deliver the supplies or to perform the services within the time specified in this contract or any extension.

    c. Make progress so as to endanger performance of this contract.

    d. Perform any of the other provisions of this contract.

2. Prior to termination for default, the County will provide adequate written notice to the Vendor/Contractor through the Chief Procurement Officer, Procurement Department, affording them the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination

action and possible debarment. Such termination may also result in suspension or debarment of the Vendor/Contractor for a period of twelve (12) to twenty-four (24) months depending upon the severity of the Vendor/Contractor's action that caused the default in accordance with the County's Procurement Ordinance. The Vendor/Contractor and its sureties (if any) shall be liable for any damage to the County resulting from the Vendor/Contractor's default of the contract. This liability includes any increased costs incurred by the County in completing contract performance.

3. In the event of termination by the County for any cause, the Vendor/Contractor will have, in no event, any claim against the County for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the County the Vendor/Contractor shall:

    a. Stop work on the date and to the extent specified.

    b. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

    c. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the County.

    d. Continue and complete all parts of that work that have not been terminated.

4. If the Vendor/Contractor's failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Vendor/Contractor, the contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

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

5.26. 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.

5.27. 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.

5.28. 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.

5.29. 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.

5.30. 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.

5.31. 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.

5.32. PAYMENT:

A. Payment for services received will be accomplished by submission of an invoice, in duplicate, with purchase order number referenced thereon at the completion of each specified job. Said invoice(s) shall be submitted to: 1525 E Jefferson St Building A Brooksville, FL 34601 Attn: Facilities.

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.

5.33. 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.

5.34. 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.

5.35. 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 Purocurement 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.

5.36. 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.

5.37. INSURANCE REQUIREMENTS:

A. INDEMNITY, SAFETY AND INSURANCE PROVISIONS:

1. Indemnity: To the fullest extent permitted by Florida law, the Vendor/Contractor covenants, and agrees that it will indemnify and hold harmless the County and all of the County's officers, agents, and employees from any claim, loss, damage, cost, charge, attorney's fees

and costs, or any other expense arising out of any act, action, neglect, or omission by Vendor/Contractor during the performance of the contract, whether direct or indirect, and whether to any person or property to which the County or said parties may be subject, except that neither the Vendor/Contractor nor any of its subcontractors, or assignees, will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County or any of its officers, agents, or employees.

2. Protection of Person and Property:

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

   b. The Vendor/Contractor will take all reasonable precautions to prevent damage, injury or loss to: (a) all persons who may be affected by the performance of his operations, including employees; (b) all materials and equipment; and (c) all property at or surrounding the work site. In an emergency affecting the safety of persons or property, the Vendor/Contractor will act, with reasonable care and discretion, to prevent any threatened damage, injury or loss.

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

1. Workers' Compensation: As required by law:

   a. State.....1,000,000.00

   b. APPLICABLE FEDERAL.....1,000,000.00

   c. EMPLOYER'S LIABILITY.....Minimum:

      i. $100,000.00 each accident

      ii. $100,000.00 by employee

      iii. $1,000,000.00 policy limit

   d. Exemption per Florida Statute 440: If a Vendor/Contractor has less than three (3) employees and states that they are exempt per Florida Statute 440, they must provide an exemption certificate from the State of Florida. Otherwise, they will be required to purchase Workers' Compensation Insurance and provide a copy of Workers

Compensation Insurance.
https://www.myfloridacfo.com/Division/WC/Employer/Exemptions/

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

    a. Coverage as follows:

        i. EACH OCCURRENCE.....$1,000,000.00

        ii. GENERAL AGGREGATE $2,000,000.00

        iii. PERSONAL/ADVERTISING INJURY.....$1,000,000.00

        iv. PRODUCTS-COMPLETED OPERATIONS AGGREGATE.....$2,000,000.00 Per Project Aggregate (if applicable)

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

        i. FIRE DAMAGE (Any one (1) fire.....$50,000.00

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

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

4. Waiver of Subrogation: Vendor/Contractor agrees by entering into this Contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Vendor/Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor/Contractor aggress 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.

5.38. INSURANCE REQUIREMENTS (continued)

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

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

5.39. 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.

5.40. 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.

5.41. RESPONSIVE/RESPONSIBLE:

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

5.42. 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.

5.43. 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.

5.44. 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 contacting Juan Cueto jcueto@co.hernando.fl.us. 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. Vendor/Contractor shall be permitted and licensed through the Department of Agriculture as stated in Chapter 482 of the Florida Statutes to perform pest control services. Further, all operators shall be certified and have identification that identifies him/her as contractor personnel.

B. 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.

C. 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.

D. 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. CODES AND REGULATIONS:

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

6.5. 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.

6.6. DEBRIS

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

6.7. 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.

6.8. 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.

6.9. 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.

6.10. MARKET CONDITIONS:

The County reserves the right to purchase on the open market should lower market prices prevail, at which time the Vendor/Contractor shall have the option of meeting the lower price or relieving the County of any obligation previously understood.

6.11. 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.

6.12. 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.

6.13. REQUIREMENTS CONTRACT:

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

6.14. ESTIMATED QUANTITIES:

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

6.15. ADDITIONAL ITEMS:

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

6.16. SAMPLES/DEMONSTRATIONS:

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

6.17. SITE DAMAGE:

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

6.18. EQUIPMENT LIST:

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

6.19. MATERIAL SAFETY DATA SHEETS:

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

7. SCOPE OF WORK

7.1. SCOPE OF WORK:

Vendor/Contractor shall be permitted and licensed through the Department of Agriculture as stated in Chapter 482 of the Florida Statutes to perform pest control services. Further, all operators shall be certified and have identification that identifies him/her as contractor personnel.

Contractor shall provide all required supervision, labor, materials, equipment, permits, plans, engineering, local and state inspections and any incidentals necessary to provide the monitoring, trapping, pesticide application and pest removal components of the Integrated Pest Management Program (IPMP) program. The Contractor shall provide detailed, site-specific recommendations for structural and procedural modifications to aid in pest prevention.

This is an indefinite quantity contract with no guarantee of the use of services or guarantee of a minimum or maximum dollar amount to be expended. All work shall be performed in accordance with all State and Federal regulations, local ordinances, the Environmental Protection Agency (EPA), and requirements of Hernando County.

7.2. TECHNICAL SPECIFICATIONS

PESTS INCLUDED AND EXCLUDED:

Normal service shall include removal and maintenance of all pests and insects inside County facilities and within five (5) feet immediately surrounding County facilities. The Contractor shall adequately suppress the following pests:

Indoor/Outdoor populations of commensal rodents, all species of ants, all species of roaches, silverfish, bees, wasps, fleas, scorpions, millipedes, etc.

Pest services excluded are birds, bats, snakes, and all other vertebrates other than commensal rodents.

SERVICE REQUIREMENTS:

At minimum, services shall include:

- Taking all precautions to prevent injury or harm to the public and the structure being treated.
- Providing all services for the service location on each visit unless specifically asked not to treat a certain area by the location contact person or the Facilities Manager or designee.
- Treating all kitchen areas with chemicals approved for application in food service areas.
- Applying dry and/or wettable powder and liquid pesticides, as applicable, to all cracks and crevices; behind service lines, pipes or wires attached to walls in all areas; beneath pallets; under sinks; in and around cabinets, baseboards, pipe fittings, stairways, door casings, window casings and sills; and wherever else insects may crawl when they emerge from nesting.

SCHEDULE:

Unless otherwise agreed to by the County, completing all pest control services Monday through Friday, excluding County holidays, during normal business hours of 8:00a.m. to 5:00p.m., EST on the days and times agreed upon by the County for each location in the IPMP. Any request(s) for schedule variations by either the County and/or Contractor shall be accepted and approved by both parties in writing prior to the commencement of any work.

Some work may need to be conducted during evenings, early morning, and/or weekend hours dependent on the building and the health risk associated with it and its occupants. There shall be no adjustment to the agreed upon contract price based on the hour of the day or the day of the week when the Scope of Services of this contract are performed.

In the event the Contractor cannot meet the established schedule (i.e., weather, lack of personnel, unforeseen emergencies, etc.), the Contractor shall notify the Facilities Manager or designee immediately, via phone call, text, or e-mail.

Contractor shall acknowledge a written request for services and confirm the schedule of work for presentation to the County within twenty-four (24) hours of the notification.

INITIAL BUILDING INSPECTIONS:

Vendor/Contractor shall complete a thorough, initial inspection of each building, or site, no later than ten (10) working days prior to the starting date of the agreement. The purpose of the initial inspections is for the Contractor to evaluate the pest control needs of all locations and to identify problem areas and any equipment, structural features, or management practices that are contributing to pest infestations. Access to building spaces shall be coordinated with the Facilities Manager or designee.

ADDITIONAL WORK:

Additional work is defined as services outside of the scheduled treatments, that are not a result of incomplete or improper work by the Contractor. In the event that this type of work is identified, no work shall begin until the Facilities Manager or designee inspects the damages and/or authorizes work to be performed. If work is not pre- approved by the County, the County shall not be responsible for the payment of unauthorized services.

Additional work shall be paid as follows:

- The cost of supplies percent (%) mark-up.
- Regular or Overtime Labor Rates, dependent on when service is provided.

The Contractor shall assume the responsibility to provide the burden of proof that the cause of the issue is not covered by the specifications of this contract or IPMP and therefore billable at the previous agreed terms.

The Contractor shall provide a cost estimate that shall be approved prior to any work being performed at no additional cost to the County.

The Facilities Manager or designee reserves the right to solicit competitive quotes/bids from third parties for additional work as defined in this section.

EMERGENCY SERVICES:

Emergency pest control services shall mean any services provided under the Scope of Services of the contract at times other than, and in addition to, regularly scheduled service. This shall be in the sole determination of the County, and may affect health or safety of the public, County employees in any County facility, or that disrupts normal operation of that facility, or any portion thereof.

Vendor/Contractor shall provide the County with evening, weekend, and holiday service, as necessary, to cope with any emergency situation which threatens public health and safety, as determined by the County.

Vendor/Contractor shall provide first-priority services to the County in the event of a hurricane, flood, or other natural disaster, as defined by the County.

INTEGRATED PEST MANAGEMENT PROGRAM (IPMP):

Integrated Pest Management is defined as a pest control program based on prevention, monitoring, and control which offers the opportunity to drastically reduce the use of pesticides while minimizing risks to people and the environment. With prevention as the guiding principle, integrated pest management strategies utilize a variety of natural control methods and techniques, including cultural, biological, and structural strategies to control a variety of pest problems. Under IPMP, chemicals should be used as a last resort only if no other option is effective, but when used, the least-toxic materials should be chosen, and applied to minimize exposure to humans and all non- target organisms.

Control strategies in an IPMP include:

- Structural and procedural modifications to reduce food, water, harborage, and access used by pests.
- Natural control (non-pesticide) technologies such as trapping and monitoring devices.
- Pesticide compounds, formulations, and application methods that present the lowest potential hazard to humans and the environment.
- Coordination among all facilities management programs that have a bearing on the pest control effort.

Vendor/Contractor shall submit to the County an IPMP at least five (5) working days prior to the starting date of the agreement. Upon receipt of the IPMP, the County will render a decision regarding its acceptability within two (2) working days. If aspects of the IPMP are incomplete or disapproved, the Contractor shall have two (2) working days to submit revisions.

The Integrated Pest Management Program shall consist of five (5) parts as follows:

- Proposed Materials and Equipment for Service:

  The Contractor shall provide current labels and Safety Data Sheets (SDS) for all pesticides to be used, brand names of pesticides to be used, brand names of pesticide application equipment, and any other pest control devices or equipment that may be used in the performance of this agreement.

- Proposed Methods for Monitoring and Detections:

  The Contractor shall describe methods and procedures to be used for identifying sites of pest harborage and access, and for making objective assessments of pest control population levels throughout the term of the agreement.

- Service Schedule for Each Building or Site:

  The Contractor shall provide complete service schedules that include frequency of Contractor visits, specific day(s) of the month of Contractor visits, and approximate duration for each building or site visit.

- Description of any Structural or Operational Changes that would facilitate the Pest Prevention and Pest Control effort:

The Contractor shall describe site-specific solutions for observed sources of pest food, water, harborage, and access.

- Documentation and Reporting:

  The County requires electronic field ticketing and/or electronic signatures upon completion of a site visit. The County prefers an electronic reporting system that is searchable and organized to provide at a minimum; location, dates of services, services performed, service charge, and a digital copy of County representative or designee signature. Electronic records are also preferred for keeping track of which pests were treated, what pesticides, rodenticides or other treatments were used at each location and any potential risks identified along with a recommended course of action during each visit.

Vendor/Contractors that do not have electronic reporting will be required to submit their reporting capabilities in order to be considered for award.

Vendor/Contractor shall be responsible for carrying out work according to the approved IPMP. The Contractor shall receive the concurrence of the Facilities Manager or designee prior to implementing any subsequent changes to the approved IPMP, including additional or replacement pesticides and on-site service personnel.

Rodent Control:

All rodent services will be on a as needed basis and shall include at minimum:

- Trapping and removal of rodents
- Sealing/patching/exclusion services, if needed
- Warranty and optional extended warranty

Indoor/Outdoor Trapping:

As a general rule, rodent control inside or outside of buildings shall be accomplished with trapping devices only. All such devices shall be concealed out of the general view and in protected areas and will not be affected by routine cleaning and other operations. Trapping devices shall be initially checked within 24 hours after placement, and afterward, on a schedule approved by the Building Maintenance Supervisor or designee. The Contractor shall be responsible for disposing of all trapped rodents and all rodent carcasses in an appropriate manner.

Use of Rodenticides:

In exceptional circumstances, when rodenticides are deemed essential for adequate rodent control inside buildings, the Contractor shall obtain approval of the Building Maintenance Supervisor or designee prior to making any interior rodenticide treatments. All rodenticides, regardless of packaging, shall be placed either in locations not accessible to children, pets, wildlife, and domestic animals, or in Environment Protection Agency (EPA)- approved tamper-resistant bait boxes. As a rule, rodenticide application outside buildings shall emphasize the direct treatment of rodent burrows wherever feasible.

Use of Bait Boxes:

All bait boxes shall be maintained in accordance with EPA regulations, with an emphasis on the safety of non-target organisms. The Contractor shall adhere to the following:

- All bait boxes shall be placed out of the general view, in locations where they will not be disturbed by routine operations.

- The lids of all bait boxes shall be securely attached or anchored to the floor, ground, wall, or other immovable surface, so that the box cannot be picked up or moved.
- The lids of all bait boxes shall be securely locked or fastened shut.
- Bait shall always be secured in the feeding chamber of the box and never placed in the runway or entryways of the box.

Termite Control:

Each termite control service will be handled on an as-needed basis as directed by the County Facilities Manager or designee. Pests include all types of termites. These services are not included in the costs for scheduled monthly services.

Contractor shall:

- Provide recommendations to the County Facilities Manager or designee regarding the types of termite control best suited for each specific instance.
- Treat all termite instances with the products and in the manner approved by the County.
- Provide a good faith estimate on a square foot or cubic foot basis, to the County's Facilities Manager or designee prior to commencing treatment.
- If initial service is not adequate for the elimination of the termites, perform additional treatments at no additional charge to the County until the problem is eliminated. NOTE: The County will only pay for the initial treatment for a specific termite problem in a specific area within a one-year period.
- Contractor must include any follow-up treatments in its cost when initial treatments and follow-up treatments are required.
- Unless otherwise instructed by the County, Vendor/Contractor shall provide tenting only during weekends and holidays.
- Perform drywood termite extermination by using the fumigation tenting method when less invasive measures have been deemed by the County as non-affective.
- Contractor shall monitor all tenting during the fumigation process.
- Contractor shall provide at least $1,000,000 termite damage repair warranty on all buildings tented or otherwise treated for termites.
- Contractor shall photograph any preexisting damage from termites prior to tenting.
- Contractor shall provide a warranty against termite infestations for at least one (1) full year after the initial treatment.
- Contractor shall offer an extended warranty once initial warranty expires.
- Upon request by the County, Contractor shall provide an evaluation of a particular site for termite activity, species identification, and/or determine proper method of treatment at no additional cost to the County.

TECHNICAL REQUIREMENTS:

At minimum, Contractor shall:

Ensure compliance with any National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA), Environmental Protection Agency (EPA), requirements as well as all other applicable federal, state and local laws and regulations.

Be responsible for application of pesticides according to the label. Transport, handling, and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable federal, state, and local laws and regulations. The Contractor shall not store any pesticide product or equipment in the buildings specified in this contract.

Be responsible for proper, legal disposal of materials at an off-site, approved disposal site. Contractor shall not dispose of any chemicals, cleaners, dead or dying pests, petroleum products, nor their packages, on County property, nor into the drains, storm drains, sewer systems, or into the refuse containers.

Maintain records of pesticides, rodenticides or other treatments that were used within each building. Records shall include the span of time each different type of pesticide or rodenticide was used, the areas to which it was applied and the reasons for changes from one type to another. Records shall also indicate if any non-chemical methods were implemented. Maintain records of pests treated. Records shall include dates of monitoring or scouting. Contractor shall identify the specific types of pests for treatment (e.g., roach or ant is insufficient; records must identify what type of roach or ant will directly affect treatment method). Treatment method for each pest shall be identified (e.g., gel bait, crack/crevice treatment, pesticide/rodenticide, or non-chemical methods were considered and implemented). Records shall also include any recommendations for preventing future pests. All records shall be furnished to the City upon request.

Notify the County of any termite or rodent activity discovered during services and shall be included on all reporting.

Provide SDS to each location for all toxic substances in accordance with Florida Statues Chapter 442, The Right to Know Law, which mandates on-site SDS for all toxic substances appearing in the workplace.

8. PRICING PROPOSAL

ITB NO.26-T01231. - Pest Control Services

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

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

GENERAL PEST CONTROL SERVICES

Vendor shall submit pricing per SF of the estimated quantities listed. Pricing shall include but not limited to labor, materials, equipment, and any incidentals to provide services as specified in the Scope of Work. This is an indefinite quantity contract with no guarantee of the use of services or guarantee of a minimum or maximum dollar amount to be expended. All work shall be in strict compliance with Federal, State, and Local laws.

Line Item	Description	Quantity	Unit of Measure	Cost / SF	Total Cost / Month
FACILITIES					
1	ANIMAL SERVICES 16110 Aviation Loop, Brooksville, FL 34604	14,995	SF		
2	BROOKSVILLE HEALTH DEPT 300 S. Main Street Brookville, FL 34601	115,637	SF		
3	CARE ATC / CIGNIA 20186 Cortez Blvd. Brooksville, FL 34601	4,630	SF		
4	CHINSEGUT HILL 22495 Chinsegut Hill Rd. Brooksville, FL 34604	21,746	SF		
5	COUNTY ADMINISTRATION 15470 Flight Path Dr. Brooksville, FL 34604	14,860	SF		
6	EAST SIDE LIBRARY 6457 Windmere Blvd. Brooksville, FL 34602	803	SF		
7	EMERGENCY OPER CENTER 18900 Cortez Blvd. Brooksville, FL 34601	19,000	SF		

Line Item	Description	Quantity	Unit of Measure	Cost / SF	Total Cost / Month
8	EXTENSION OFFICE 16110 Aviation Loop Brooksville, FL 34604	5,143	SF		
9	GOVT CENTER / COURT HOUSE 20 N. Main St. Brooksville, Fl 34601	174,888	SF		
10	JAIL 16425 Spring Hill Dr. Brooksville, FL 34604	15,450	SF		
11	LITTLE RED SCHOOL HOUSE 1208 Kenlake Ave. Spring Hill, FL 34606	2,709	SF		
12	LYKES LIBRARY 238 Howell Ave. Brooksville, FL 34601	9,091	SF		
13	RECORD STORAGE 234 E. Jefferson St. Brooksville, FL 34601	15,063	SF		
14	SHERIFF'S BUILDING 18900 Cortex Blvd. Brooksville, FL 34601	38,704	SF		
15	SHERIFF'S COMM CENTER 601 M.L.K. Blvd. Brooksville, FL 34601	1,600	SF		
16	SPRING HILL LIBRARY 9220 Spring Hill Dr. Spring Hill, FL 34608	10,055	SF		
17	SPRING LAKE COMM CTR 4184 Spring Lake Hwy. Brooksville, FL 34601	1,916	SF		
18	STATE ATTORNEY STORAGE 214 Ponce De Leon Blvd. Brooksville, FL. 34601	900	SF		
19	SUPERVISOR OF ELECTION LEASE 16264 Spring Hill Dr. Brooksville, FL 34604	6,500	SF		
20	SUPER OF ELEC WAREHOUSE 3461 Bob Hartung Ct. Spring Hill, FL 34606	5,065	SF		
21	WEST SIDE HEALTH DEPARTMENT 7551 Forest Oaks Blvd. Spring Hill, FL 34606	56,497	SF		

Line Item	Description	Quantity	Unit of Measure	Cost / SF	Total Cost / Month
22	WEST SIDE LIBRARY 6335 Blackbird Ave. Brooksville, FL 34613	113,076	SF		
23	WEST SIDE GOVERNMENT CENTER 7415-7525 Forest Oaks Blvd. Spring Hill, FL 34606	30,453	SF		
24	WEST SIDE TAX COLLECTOR 7701 Forest Oaks Blvd. Spring Hill, FL 34606	15,718	SF		
MISCELLANEOUS FACILITIES					
25	AIRPORT ADMINISTRATION 15800 Flight Path Dr. Brooksville, FL 34604	5,600	SF		
26	AIRPORT TOWER 2878 Control Tower Dr. Brooksville, FL 34604	3,456	SF		
27	DEVELOPMENT DEPARTMENT 789 Providence Blvd. Brooksville, FL 34601	23,623	SF		
28	DPW COMPOUND 1525 E. Jefferson St. Brooksville, FL 34601	34,136	SF		
29	DPW WAREHOUSE 1525 E. Jefferson St. Brooksville, FL 34601	5,000	SF		
30	ERNIE WEAVER TOWER SITE 19300 Youth Dr. Brooksville, FL 34601	332	SF		
31	FLORIDA POWER TOWER SITE 11010 Cortez Blvd. Brooksville, FL 34608	299	SF		
32	RIDGE MANOR TOWER SITE 7052 Treiman Rd. Webster, FL 33597	242	SF		
33	SURPLUS FACILITY 1545 E. Jefferson St. Brooksville, FL 34601	1,650	SF		
34	TRANSIT OPS (THE BUS) 700 Aeriform Dr. Brooksville, FL 34601	1,440	SF		
35	UTILITIES ADMINISTRATION 15365 Cortez Blvd. Brooksville, FL 34613	29,318	SF		

Line Item	Description	Quantity	Unit of Measure	Cost / SF	Total Cost / Month
36	UTILITIES WAREHOUSE 15400 Wiscon Rd. Brooksville, FL	14,000	SF		
37	UTILITIES-LANDFILL 14450 Landfill Rd. Brooksville, FL	5,528	SF		
38	UTILITIES EAST TRANSFER STATION 33070 Cortez Blvd. Brooksville, FL	300	SF		
39	UTILITIES WEST TRANSFER STATION 2525 Osowaw Blvd. Brooksville, FL	480	SF		
PARKS FACILITIES					
40	ANDERSON SNOW PARK 1360 Anderson Snow Blvd. Spring Hill, FL 34609	2,029	SF		
41	CYPRESS LAKE HOUSE 32375 Cortez Blvd. Ridge Manor, FL	2,258	SF		
42	DELTA WOODS PARK 3400 Deltona Blvd. Spring Hill, FL 34606	692	SF		
43	ERNIE WEAVER CONCESSION (2) 19473 Youth Dr. Brooksville, FL 34601	1,013	SF		
44	KENNEDY PARK 899 Kennedy Blvd. Brooksville, FL 34601	3,117	SF		
45	SPRING HILL LAKE HOUSE 1206 Kenlake Ave. Spring Hill, FL 34606	4,036	SF		
46	PARKS MAINTENANCE 16161 Flight Path Dr. Brooksville, FL 34604	7,500	SF		
47	PIONEER PARK CONCESSION 6799 Pinehurst Dr. Spring Hill, FL 34606	272	SF		
48	RIDGE MANOR CONCESSION 34030 Ridge Manor Blvd. Ridge Manor, FL 33523	969	SF		

Line Item	Description	Quantity	Unit of Measure	Cost / SF	Total Cost / Month
49	VETERANS PK CONCESSION 12254 Spring Hill Dr. Spring Hill, FL 34609	1,139	SF		
50	WATERWAYS MAINTENANCE TEMP 4170 Pine Dale Ct. Hernando Beach, Fl 34609	400	SF		
FIRE RESCUE FACILITIES					
51	FIRE STATION 1 1479 Parker Ave. Spring Hill, FL 34606	5,260	SF		
52	FIRE STATION 2 & Training Building 3445 Bob Hartung Ct. Spring Hill, FL 34606	10,197	SF		
53	FIRE STATION 3 13240 Spring Hill Dr. Spring Hill, FL 34609	7,510	SF		
54	FIRE STATION 4 5083 Mariner Blvd Spring Hill, FL 34608	5,694	SF		
55	FIRE STATION 5 9490 Eldridge Rd Spring Hill, FL 34608	12,758	SF		
56	FIRE STATION 6 3451 Shoal Line Blvd. Spring Hill, FL 34607	7,792	SF		
57	FIRE STATION 7 26671 Mondon Hill Brooksville, FL 34601	6,114	SF		
58	FIRE STATION 8 32409 Cortez Blvd. Ridge Manor, FL 33523	4,980	SF		
59	FIRE STATION 9 24064 Lake Lindsey Brooksville, FL 34601	3,456	SF		
60	FIRE STATION 10 85 Veterans Ave. Brooksville, FL 34601	12,662	SF		
61	FIRE STATION 11 6388 Barclay Spring Hill, FL 34613	5,956	SF		

Line Item	Description	Quantity	Unit of Measure	Cost / SF	Total Cost / Month
62	FIRE STATION 12 6335 Ovenbird Spring Hill, FL 34613	4,890	SF		
63	FIRE STATION 13 15370 Centralia Brooksville, FL 341614	4,926	SF		
64	FIRE STATION 14 3001 Broad St. Brooksville, FL 34604	6,003	SF		
65	FIRELOGISTICS 7300 Winter St. Brooksville, FL 34613	24,049	SF		
66	TRAINING/FIRE PREVENTION 60 Veterans Ave. Brooksville, FL 34601	8,997	SF		
TOTAL					

TERMITE INSPECTION AND TREATMENT

Vendor shall submit pricing per SF of the estimated quantities listed. Pricing shall include but not limited to labor, materials, equipment, and any incidentals to provide services as specified in the Scope of Work. This is an indefinite quantity contract with no guarantee of the use of services or guarantee of a minimum or maximum dollar amount to be expended. All work shall be in strict compliance with Federal, State, and Local laws.

Line Item	Description	Quantity	Unit of Measure	Cost / SF	Total Cost / Annual Inspection and Treatment
FACILITIES					
67	BROOKSVILLE HEALTH DEPT 300 S. Main Street Brookville, FL 34601	115,637	SF		
68	CHINSEGUT HILL 22495 Chinsegut Hill Rd. Brooksville, FL 34604	21,746	SF		
69	EAST SIDE LIBRARY 6457 Windmere Blvd. Brooksville, FL 34602	803	SF		

Line Item	Description	Quantity	Unit of Measure	Cost / SF	Total Cost / Annual Inspection and Treatment
70	EMERGENCY OPER CENTER 18900 Cortez Blvd. Brooksville, FL 34601	19,000	SF		
71	GOVT CENTER / COURT HOUSE 20 N. Main St. Brooksville, FL 34601	174,888	SF		
72	LYKES LIBRARY 238 Howell Ave. Brooksville, FL 34601	9,091	SF		
73	SHERIFF'S BUILDING 18900 Cortex Blvd. Brooksville, FL 34601	38,704	SF		
74	SPRING HILL LIBRARY 9220 Spring Hill Dr. Spring Hill, FL 34608	10,055	SF		
75	SPRING LAKE COMM CTR 4184 Spring Lake Hwy. Brooksville, FL 34601	1,916	SF		
76	WEST SIDE HEALTH DEPARTMENT 7551 Forest Oaks Blvd. Spring Hill, FL 34606	56,497	SF		
77	WEST SIDE GOVERNMENT CENTER 7415-7525 Forest Oaks Blvd. Spring Hill, FL 34606	30,453	SF		
78	DPW COMPOUND 1525 E. Jefferson St. Brooksville, FL 34601	34,136	SF		
TOTAL					

ADDITIONAL SERVICES

Vendor shall submit pricing for the quantities listed. Pricing shall include but not limited to labor, materials, equipment, and any incidentals to provide services as specified in the Scope of Work. This is an indefinite quantity contract with no guarantee of the use of services or guarantee of a minimum or maximum dollar amount to be expended. All work shall be in strict compliance with Federal, State, and Local laws.

Line Item	N/A	Quantity	Unit of Measure	Unit Cost	Markup (%)	Total
81	Labor rate for work performed during normal business hours (8:00am-5:00pm	1	HR			
82	Labor rate for work performed outside normal business hours (excluding previously agreed upon work to be scheduled after hours/weekends/holidays)	1	HR			
83	Call out rate, if applicable (including any minimum requirements)	1	HR			
84	Monthly service cost for rodent box	1	MO			
85	Cost of rodent box (including material ans installation)	1	EA			
86	Unscheduled pest control services (square foot)	1	SF			
87	Tenting/Fumigation as needed (square foot)	1	SF			
88	Out of scope supplies percentage mark-up	1	% Markup			

9. VENDOR QUESTIONNAIRE

9.1. Company Information

*9.1.1. Vendor Registration**

Please download the below documents, complete, and upload.

- Vendor-Registration-Form.pdf

*Response required

*9.1.2. W9 Form **

Please upload your company's W9 information

*Response required

9.1.3. Upload Florida Permit

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.

*9.1.4. Local Preference.**

If you are claiming local preference, please download the below documents, complete, and upload.

- LOCAL_VENDOR_AFFIDAVIT_OF_E...

*Response required

9.2. Authorizations

*9.2.1. Authorized Representative**

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

☐ Yes
☐ No

*Response required

*9.2.2. Authorized Signatory/Negotiator**

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)

*Response required

*9.2.3. Corporate Affidavit**

Please download the below documents, complete, and upload.

- Corporate_Affidavit_(4).pdf

*Response required

9.3. Confirmations

*9.3.1. Pricing Offered**

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.

☐ Please confirm

*Response required

*9.3.2. Acknowledgement**

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.

☐ Please confirm

*Response required

*9.3.3. Submission Confirmation**

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.

☐ Please confirm

*Response required

*9.3.4. Drug Free Workplace Certification **

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

☐ Please confirm

*Response required

*9.3.5. VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES**

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.

☐ Please confirm

*Response required

*9.3.6. Award**

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:

☐ Please confirm

*Response required

*9.3.7. E-Verify Certification **

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.

☐ Please confirm

*Response required

9.3.8. Affidavit of Non Collusion and of Non-Interest of Hernando County Employees*

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.

☐ Please confirm

*Response required

9.3.9. FOREIGN COUNTRIES OF CONCERN 287.138*

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.

☐ Please confirm

*Response required

9.3.10. Sworn Statement 287.133 (3) (a)*

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.
☐ The entity submitting this sworn statement, or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

9.3.11. If you chose option 3, to the question above, 3.10 Sworn Statement 287.133(3) a, attach a copy of the final order.

9.4. Proposal/Qualifications

*9.4.1. References **

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...

*Response required

9.4.2. Licenses

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:

*9.4.3. Equipment and Facilities list **

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

*Response required

*9.4.4. List of personnel**

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

*Response required

9.5. Additional Required Forms

*9.5.1. Hernando County Employment Disclosure**

Please download the below documents, complete, and upload.

- HC_Employment_Disclosure_Ce...

*Response required

*9.5.2. Solicitation-Offer-Award Signature Page**

Please download the below documents, complete, and upload.

- Solicitation-Offer-Award.docx

*Response required

*9.5.3. Anti Human Trafficking Affidavit**

Please download the below documents, complete, and upload.

- Anti_Human-Trafficking-Affi...

*Response required

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

Pest Control Services

IN
HERNANDO COUNTY, FLORIDA

SOLICITATION NO. 26-T01231

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. Was there a previous incumbent?
1.A. Yes.

2.Q. If so, can you share their price proposal?
2.A. The previous contract 19-T00123 can be found in the notices attached to this solicitation.

3.Q. Have there been any changes to the scope from the last?
3.A. No.

4.Q. Did the previous incumbent complete the project term?
4.A. Yes.

5.Q. **Is this solicitation the same length of time?**
5.A. Yes.

6.Q. If previous incumbents exist, when is the contract set to end?
6.A. The previous contract 19-T00123 expired on 04/30/2023.

7.Q. Is there a set budget for this solicitation?
7.A. No. Budget will be based on pricing.

8.Q. Is there a projected award and start date?
8.A. The anticipated award date is 06/09/2026. The Notice to Proceed is to be determined.

BOARD OF COUNTY COMMISSIONERS
OF HERNANDO COUNTY, FLORIDA

Felicia Holmes, CPPO, CPPB, NIGP-CPP
For: Carla Rossiter-Smith MSM, PMP, GPC
Chief Procurement Officer

PROCUREMENT DEPARTMENT

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

ADDENDUM # TWO (2)

TO
THE CONTRACT DOCUMENTS
FOR THE

Pest Control Services

IN
HERNANDO COUNTY, FLORIDA

SOLICITATION NO. 26-T01231

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 – N/A

B. Changes:

1. **A non-mandatory site visit to the Facility Building locations is made available on Thursday, April 16, 2026, at 8:00 am and will continue on April 17,2026 per the attached Exhibit A - Site Visit Schedule. Vendors interested in attending shall meet on April 16, 2026 at 8:00 am at Ridge Manor Concession, 34030 Ridge Manor Blvd., Ridge Manor, Florida 33523.**

2. **Attached Exhibit A - Site Visit Schedule**

3. **The bid submission deadline has changed to APRIL 27, 2026, at 10:00 AM.**

BOARD OF COUNTY COMMISSIONERS
OF HERNANDO COUNTY, FLORIDA

Felicia Holmes, CPPO, CPPB, NIGP-CPP
For: Carla Rossiter-Smith MSM, PMP, GPC
Chief Procurement Officer

FACILITY BUILDING	Site Visit Order	CONTACT NAME
RIDGE MANOR CONCESSION 34030 Ridge Manor Blvd. Ridge Manor, FL 33523	1	Juan Cueto - jcueto@co.hernando.fl.us
CYPRESS LAKE HOUSE 32375 Cortez Blvd. Ridge Manor, FL	2	
RIDGE MANOR TOWER SITE 7052 Treiman Rd. Webster, FL 33597	3	
EAST SIDE LIBRARY 6457 Windmere Blvd. Brooksville, FL 34602	4	
SPRING LAKE COMM CTR 4184 Spring Lake Hwy. Brooksville, FL 34601	5	
KENNEDY PARK 899 Kennedy Blvd. Brooksville, FL 34601	6	
DPW COMPOUND 1525 E. Jefferson St. Brooksville, FL 34601	7	
DPW WAREHOUSE 1525 E. Jefferson St. Brooksville, FL 34601	8	
TRANSIT OPS (THE BUS) 700 Aeriform Dr. Brooksville, FL 34601	9	
SURPLUS FACILITY 1545 E. Jefferson St. Brooksville, FL 34601	10	
SHERIFF'S COMM CENTER 601 M.L.K. Blvd. Brooksville, FL 34601	11	
BROOKSVILLE HEALTH DEPARTMENT 300 S. Main St. Brroksville, FL 34601	12	
LYKES LIBRARY 238 Howell Ave. Brooksville, FL 34601	13	
GOVERNMENT CENTER / COURT HOUSE 20 N. Main St. Brooksville, Fl 34601	14	
RECORD STORAGE 234 E. Jefferson St. Brooksville, FL 34601	15	
CHINSEGUT HILL 22495 Chinsegut Hill Rd. Brooksville, FL 34601	16	
ERNIE WEAVER CONCESSION (2) 19473 Youth Dr. Brooksville, FL 34601	17	
ERNIE WEAVER TOWER SITE 19300 Youth Dr. Brooksville, FL 34601	18	
STATE ATTORNEY STORAGE 214 Ponce De Leon Blvd. Brooksville, FL. 34601	19	
EMERGENCY OPER CENTER 18900 Cortez Blvd. Brooksville, FL 34601	20	
SHERIFF'S BUILDING 18900 Cortex Blvd. Brooksville, FL 34601	21	
DEVELOPMENT DEPARTMENT 789 Providence Blvd. Brooksville, FL 34601	22	
CARE ATC / CIGNIA 20186 Cortez Blvd. Brooksville, FL 34601	23	
ANIMAL SERVICES 16110 Aviation Loop Brooksville, FL 34604	24	
JAIL 16425 Spring Hill Dr. Brooksville, FL 34604	25	
SUPERVISOR OF ELECTION LEASE 16264 Spring Hill Dr. Brooksville, FL 34604	26	

FACILITY BUILDING	Site Visit Order	CONTACT NAME
EXTENTION OFFICE 16110 Aviation Loop Brooksville, FL 34604	27	
PARKS MAINTENANCE 16161 Flight Path Dr. Brooksville, FL 34604	28	
COUNTY ADMIN*ISTRATION* 15470 Flight Path Dr. Brooksville, FL 34604	29	
ANDERSON SNOW PARK 1360 Anderson Snow Blvd. Spring Hill, FL 34609	29	
VETERANS PK CONCESSION 12254 Spring Hill Dr. Spring Hill, FL 34609	30	
SPRING HILL LIBRARY 9220 Spring Hill Dr. Spring Hill, FL 34608	31	
PIONEER PARK CONCESSION 6799 Pinehurst Dr. Spring Hill, FL 34606	32	
LITTLE RED SCHOOL HOUSE 1208 Kenlake Ave. Spring Hill, FL 34606	33	
SPRING HILL LAKE HOUSE 1206 Kenlake Ave. Spring Hill, FL 34606	34	
WATERWAYS MAINTENANCE TEMP 4170 Pine Dale Ct. Hernando Beach, Fl 34609	35	
WEST SIDE LIBRARY 6335 Blackbird Ave. Brooksville, FL 34613	36	
SUPER OF ELEC WAREHOUSE 3461 Bob Hartung Ct. Spring Hill, FL 34606	37	
DELTA WOODS PARK 3400 Deltona Blvd. Spring Hill, FL 34606	38	
WEST SIDE TAX COLLECTOR 7701 Forest Oaks Blvd.Spring Hill, FL 34606	39	
WEST SIDE HEALTH DEPARTMENT 7551 Forest Oaks Blvd. Spring Hill, FL 34606	40	
WEST SIDE GOVERNMENT CENTER 7415-7525 Forest Oaks Blvd. Spring Hill, FL 34606	41	
FLORIDA POWER TOWER SITE 11010 Cortez Blvd, Brooksville, FL 34608	42	
UTILITIES ADMINISTRATION 15365 Cortez Blvd. Brooksville, FL 34613	43	
MISCELLANEOUS FACILITIES		
AIRPORT ADMINISTRATION 15800 Flight Path Dr. Brooksville, FL 34604		Contact Andrew Johns (ajohns@co.hernando.fl.us)
AIRPORT TOWER 2878 Control Tower Dr. Brooksville, FL 34604		
UTILITIES WAREHOUSE 15400 Wiscon Rd. Brooksville, FL		Contact Sam Feliciano (sfeliciano@co.hernando.fl.us)
UTILITIES-LANDFILL 14450 Landfill Rd.		Contact Scott Harper (sharper@co.hernando.fl.us)
UTILITIES EAST TRANSFER STATION 33070 Cortez Blvd.		
UTILITIES WEST TRANSFER STATION 2525 Osowaw Blvd,		
FIRE RESCUE FACILITIES		

FACILITY BUILDING	Site Visit Order	CONTACT NAME
FIRE STATION 1 1479 Parker Ave Spring Hill, FL 34606		
FIRE STATION 2 & Training Building 3445 Bob Hartung Ct. Spring Hill, FL 34606		
FIRE STATION 3 13240 Spring Hill Dr. Spring Hill, Fl 34609		
FIRE STATION 4 5083 Mariner Blvd Spring Hill, FL 34608		
FIRE STATION 5 9490 Eldridge Rd Spring Hill, FL 34608		
FIRE STATION 6 3451 Shoal Line Blvd. Spring Hill, FL 34607		
FIRE STATION 7 26671 Mondon Hill Brooksville, FL 34601		
FIRE STATION 9 24064 Lake Lindsey Rd. Brooksville, FL 34601		
FIRE STATION 8 32409 Cortez Blvd. Ridge Manor, FL 33523		Contact Keith Jeppesen (kjeppesen@co.hernando.fl.us)
FIRE STATION 10 85 Veterans Ave. Brooksville, FL, 34601		
FIRE STATION 11 6388 Barclay Ave. Spring Hill, FL 34613		
FIRE STATION 12 6335 Ovenbird Rd. Spring Hill, FL 34613		
FIRE STATION 13 15370 Centralia Rd. Brooksville, FL 34614		
FIRE STATION 14 3001 Broad St. Brooksville, FL 34604		
FIRELOGISTICS 7300 Winter St. Brooksville, FL 34613		
TRAINING/FIRE PREVENTION 60 Veterans Ave, Brooksville, FL 34601		

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

NOTICE OF INTENT TO AWARD

ITB No. 26-T01231

Pest Control Services

RESPONSE DEADLINE: April 27, 2026 at 10:00 am

Wednesday, May 20, 2026

TO: All Interested Parties

After a thorough review of the bid(s)/proposal(s) received, Hernando County Government staff intends to recommend to the Board of County Commissioners of Hernando County, Florida, a contract award for the above solicitation be approved with:

Truly Nolan Exterminating, Inc.

432 S. Williams Blvd.

Tucson, AZ 85711

The tentative date for this recommendation is June, 2026. The final contract award is subject to funding availability, insurance coverage, and approval by the Board of County Commissioners of Hernando County, Florida.

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, the Hernando County Procurement Manual, Section 22, shall constitute a waiver of protest proceedings."

Thank you for your interest in conducting business with Hernando County Government.

Sincerely,

Felicia Holmes

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

DEPARTMENT OF PURCHASING AND CONTRACTS

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

DATE: 5/20/26

TO: Sam Burdin

FROM: Gretchen Bechtel, CPPB, FCCM, Contracting Agent II

SUBJECT: Recommendation for Award Bid No. 26-T01231
Project Name: Pest Control Services

The attached bid received from Truly Nolen for the above referenced project/solicitation is submitted for your review, evaluation, and award recommendation. In accordance with the Hernando County Ordinance No. 93.16, Section 2-105 (6) and Purchasing and Contracts Department Policies and Procedures Manual, Procedure No. 130F, Paragraph 3. (D), Policy140I, Paragraph 2(H), please complete items 2 through 6 and return this award recommendation form with your technical evaluation attached, approved by your department director/manager.

1. Total Contract Bid Price is: $ 26,600.09
2. Reference checks are satisfactory: ☒ YES ☐ NO
   If no, provide an explanation using the space provided below and/or attached to this form.
3. Recommend award as responsive and responsible bidder ☒ YES ☐ NO
   If no, provide a detailed explanation using the space provided below and/or attached to this form.
4. Request Next Bidder? ☐ YES ☒ NO
5. Provide a statement that addresses the reason(s) for your recommendation or rejection. Include your basis for determining that pricing is fair and reasonable and that the Bidder has the ability and resources to perform in accordance with the bid terms, conditions and scope.

Basing recommendation off reference checks and pricing compared to last contract and adding additional services

6. Provide the funding information: Fund Dept. Account B001-185-00000-38-51900-533410

Recommendation Approved By: _____ Date: 5/20/26
Department Director/Manager

Enclosure

TECHNICAL EVALUATION FOR BID AWARD

ITB# 26-T01231 ITB Name Pest Control Services

This document has been developed to facilitate your evaluation. Your evaluation should be limited to the attached. **Purchasing will ensure that all documents required by the solicitation are contained for evaluation. This documentation will be included with the bid submitted for evaluation. Bids that are determined non-responsive by the Purchasing Division will not be submitted to you for evaluation.** Please note that you should focus your attention on the areas contained within this document. Your evaluation will be a major consideration as to the responsiveness and/or responsibility of a bidder.

A. Is the amount of the bid reasonable and realistic for the services to be performed or the item or equipment to be purchased? yes

If the bid is considered reasonable/realistic, provide justification for your conclusion. Based of last contract bid is reasonable including additional services

If you consider the bid to be unreasonable and/or unrealistic, please explain in detail.

B. Was an independent County estimate developed prior to soliciting for the procurement? no

If affirmative, submit this estimate with your evaluation in the same format as the bid schedule and describe the extent the estimate was used in the analysis of the bid.

C. Do the resources (manpower, equipment, supplies, etc.) proposed by the bidder meet the minimum requirements, if any, established by the solicitation? yes

If minimums were not identified in the solicitation, you may request information on proposed resources from the bidder **through Purchasing.**

When specific types and quantities of equipment are required to meet minimum standards, the bidder may address this requirement by providing purchasing with a pro-forma invoice with confirmation from a bank or lending institution to the effect that they are prepared to finance the lease or purchase of equipment necessary to perform the services if the bidder is awarded the contract.

D. Does the bidder have a satisfactory record of performance? yes

At a minimum, the bidder's record on previous county contracts must be considered and an attempt must be made to contact all references. The reference form attached is to be used for your documentation of your reference check. If references cannot be contacted, the Department shall contact Purchasing for additional references. Purchasing shall request from the bidder in writing of this fact and inform that the reference must contact the project person within two business days or it will negatively impact the evaluation the bid.

E. Provide your overall recommendation on the Recommendation for Award Form. Based of referance check and pricing compared to last contract and adding additional services. It is Recommended to Award contract

Note: At no time will the user/project person/bid evaluator discuss responsiveness, responsibility or withdrawal from the bidding process with any bidder. Moreover, it is strictly prohibited for any County representative involved in the bidding process to attempt to negotiate bids, influence or otherwise impact the business decisions of a bidder.

REFERENCE

Reference For (Firm/Company): Truely Nolen

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

Company Name: Davis Produce

First Name, Last Name: Jesse Corrillo

PHONE #: 727-859-9773 Email: _____

1. Describe the work contracted to firm/company. general pest control

2. Was the work completed on time? yes

3. Were you satisfied with the final results? yes

4. Did you implement their recommendations? N/A

5. Did you encounter any problems? NO

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

Professionalism	5
Qualifications	5
Final Product	5
Cooperation	5
Reliability	5

7. Would you contract with this company again?

Yes ✓ No _____ Maybe _____

Hernando County Use Only
Reference checked by: Sam Burdin Date: 5/20/26

REFERENCE

Reference For (Firm/Company): Truely Nolen

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

Company Name: Pasco County Correction

First Name, Last Name: Tandy Johnson

PHONE #: 727-247-3418 Email: _____

1. Describe the work contracted to firm/company. Kitchen only

2. Was the work completed on time? yes

3. Were you satisfied with the final results? yes

4. Did you implement their recommendations? yes

5. Did you encounter any problems? NO

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

   Professionalism 5

   Qualifications 5

   Final Product 5

   Cooperation 5

   Reliability 5

7. Would you contract with this company again?

   Yes ✓ No _____ Maybe _____

Hernando County Use Only
Reference checked by: Sam Burdin Date: 5/7/26

REFERENCE

Reference For (Firm/Company): Truly Nolen

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

Company Name: Life Storage / Extra Space Storage

First Name, Last Name: Tammy

PHONE #: 352-423-8203 Email: fac3682@extraspace.com

1. Describe the work contracted to firm/company. monthly pest control & Bait box

2. Was the work completed on time? yes

3. Were you satisfied with the final results? yes

4. Did you implement their recommendations? N/A

5. Did you encounter any problems? NO

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

   Professionalism 5

   Qualifications 5

   Final Product 5

   Cooperation 5

   Reliability 5

7. Would you contract with this company again?

   Yes ✓ No _____ Maybe _____

Hernando County Use Only
Reference checked by: Sam Burdin Date: 5/1/26

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

SELECTED VENDOR TOTALS

Annual Cost / Term Contract Tabulation	General Pest Control	Termite Inspection & Treatment	Total Annual Cost	3-Year Term Contract
Atkinson Pest Control, Inc.	$24,017.72	$25,445.81	**$49,463.53**	**$148,390.59**
Orkin LLC	$66,269.81	$153,877.80	**$220,147.61**	**$660,442.84**
Rocket Pest Control, LLC	$130,055.59	$5,327.15	**$135,382.75**	**$406,148.24**
Service First Termite and Pest Prevention	$24,291.36	$18,756.41	**$43,047.77**	**$129,143.32**
Truly Nolen	$24,259.85	$2,340.24	**$26,600.09**	**$79,800.28**

General Pest Control Services				Atkinson Pest Control, Inc.			Orkin LLC			Rocket Pest Control, LLC			Service First Termite and Pest Preventic			Truly Nolen		
Line Item	Description	Quantity	Unit of Measur	Cost / SF	Total Cost / Month	Total Cost / Annual	Cost / SF	Total Cost / Month	Total Cost / Annual	Cost / SF	Total Cost / Month	Total Cost / Annual	Cost / SF	Total Cost / Month	Total Cost / Annual	Cost / SF	Total Cost / Month	Total Cost / Annual
FACILITIES																		
1	ANIMAL SERVICES 16110 Aviation Loop, Brooksville, FL 34604	14995	SF	$.0019	$28.9404	$347.2842	$.0083	$123.7088	$1,484.505	$.01	$149.95	$1,799.40	$.002	$29.99	$359.88	$.004	$59.98	$719.76
2	BROOKSVILLE HEALTH DEPT 300 S. Main Street Brookville, FL 34601	115637	SF	$.0003	$30.0656	$360.7874	$.002	$231.274	$2,775.288	$.01	$1,156.37	$13,876.44	$.002	$231.274	$2,775.288	$.001	$120.2625	$1,443.1498
3	CARE ATC / CIGNIA 20186 Cortez Blvd. Brooksville, FL 34601	4630	SF	$.0022	$10.0008	$120.0096	$.015	$69.45	$833.40	$.01	$46.30	$555.60	$.002	$9.26	$111.12	$.003	$13.89	$166.68
4	CHINSEGUT HILL 22495 Chinsegut Hill Rd. Brooksville, FL 34604	21746	SF	$.0018	$38.0555	$456.666	$.0058	$125.0395	$1,500.474	$.01	$217.46	$2,609.52	$.002	$43.492	$521.904	$.003	$65.238	$782.856
5	COUNTY ADMINISTRATION 15470 Flight Path Dr. Brooksville, FL 34604	14860	SF	$.0019	$27.9368	$335.2416	$.0083	$122.595	$1,471.14	$.01	$148.60	$1,783.20	$.002	$29.72	$356.64	$.004	$59.44	$713.28
6	EAST SIDE LIBRARY 6457 Windmere Blvd. Brooksville, FL 34602	803	SF	$.0149	$11.9968	$143.9618	$.125	$100.375	$1,204.50	$.10	$80.30	$963.60	$.01	$8.03	$96.36	$.004	$3.212	$38.544
7	CENTER 18900 Cortez Blvd. Brooksville, FL 34601	19000	SF	$.0019	$35.91	$430.92	$.007	$133.00	$1,596.00	$.01	$190.00	$2,280.00	$.002	$38.00	$456.00	$.004	$76.00	$912.00
8	EXTENSION OFFICE 16110 Aviation Loop Brooksville, FL 34604	5143	SF	$.0019	$9.9774	$119.729	$.015	$77.145	$925.74	$.01	$51.43	$617.16	$.002	$10.286	$123.432	$.003	$15.429	$185.148
9	GOVT CENTER / COURT HOUSE 20 N. Main St. Brooksville, Fl 34601	174888	SF	$.0013	$230.8522	$2,770.2259	$.0015	$262.332	$3,147.984	$.01	$1,748.88	$20,986.56	$.002	$349.776	$4,197.312	$.001	$174.888	$2,098.656
10	JAIL 16425 Spring Hill Dr. Brooksville, FL 34604	15450	SF	$.0207	$319.9695	$3,839.634	$.008	$123.60	$1,483.20	$.01	$154.50	$1,854.00	$.002	$30.90	$370.80	$.003	$46.35	$556.20
11	LITTLE RED SCHOOL HOUSE 1208 Kenlake Ave. Spring Hill, FL 34606	2709	SF	$.0055	$15.0079	$180.0943	$.0175	$47.4075	$568.89	$.02	$54.18	$650.16	$.002	$5.418	$65.016	$.004	$10.836	$130.032
12	LYKES LIBRARY 238 Howell Ave. Brooksville, FL 34601	9091	SF	$.0022	$20.0002	$240.0024	$.01	$90.91	$1,090.92	$.01	$90.91	$1,090.92	$.002	$18.182	$218.184	$.003	$27.273	$327.276

	RECORD STORAGE 234 E. Jefferson St.																
13	Brooksville, FL 34601	15063	SF	$.002	$29.9754	$359.7044	$.008	$120.504	$1,446.048	$.01	$150.63	$1,807.56	$.002	$30.126	$361.512	$.003	$45.189	$542.268
	SHERIFF'S BUILDING 18900 Cortex Blvd. Brooksville, FL 34601																
14		38704	SF	$.0019	$75.0858	$901.0291	$.004	$154.816	$1,857.792	$.01	$387.04	$4,644.48	$.002	$77.408	$928.896	$.002	$77.408	$928.896
	SHERIFF'S COMM CENTER 601 M.L.K. Blvd.																
15	Brooksville, FL 34601	1600	SF	$.0094	$15.008	$180.096	$.025	$40.00	$480.00	$.04	$64.00	$768.00	$.002	$3.20	$38.40	$.004	$6.40	$76.80
	SPRING HILL LIBRARY 9220 Spring Hill Dr.																
16	Spring Hill, FL 34608	10055	SF	$.002	$20.0095	$240.1134	$.01	$100.55	$1,206.60	$.01	$100.55	$1,206.60	$.002	$20.11	$241.32	$.003	$30.165	$361.98
	SPRING LAKE COMM CTR 4184 Spring Lake Hwy. Brooksville, FL 34601																
17		1916	SF	$.0078	$15.0023	$180.0274	$.0225	$43.11	$517.32	$.03	$57.48	$689.76	$.002	$3.832	$45.984	$.004	$7.664	$91.968
	STATE ATTORNEY STORAGE 214 Ponce De Leon Blvd. Brooksville, FL. 34601																
18		900	SF	$.02	$18.00	$216.00	$.03	$27.00	$324.00	$.06	$54.00	$648.00	$.01	$9.00	$108.00	$.004	$3.60	$43.20
	SUPERVISOR OF ELECTION LEASE 16264 Spring Hill Dr. Brooksville, FL 34604																
19		6500	SF	$.0023	$15.015	$180.18	$.015	$97.50	$1,170.00	$.01	$65.00	$780.00	$.002	$13.00	$156.00	$.003	$19.50	$234.00
	SUPER OF ELEC WAREHOUSE 3461 Bob Hartung Ct. Spring Hill, FL 34606																
20		5065	SF	$.003	$14.9924	$179.9088	$.015	$75.975	$911.70	$.01	$50.65	$607.80	$.002	$10.13	$121.56	$.003	$15.195	$182.34
	WEST SIDE HEALTH DEPARTMENT 7551 Forest Oaks Blvd.																
21	Spring Hill, FL 34606	56497	SF	$.0018	$99.9997	$1,199.9963	$.003	$169.491	$2,033.892	$.01	$564.97	$6,779.64	$.002	$112.994	$1,355.928	$.002	$112.994	$1,355.928
	WEST SIDE LIBRARY 6335 Blackbird Ave. Brooksville, FL 34613																
22		113076	SF	$.0003	$30.5305	$366.3662	$.001	$114.2068	$1,370.4811	$.01	$1,130.76	$13,569.12	$.002	$226.152	$2,713.824	$.001	$113.076	$1,356.912
	WEST SIDE GOVERNMENT CENTER 7415-7525 Forest Oaks Blvd. Spring Hill, FL 34606																
23		30453	SF	$.002	$59.9924	$719.9089	$.004	$121.812	$1,461.744	$.01	$304.53	$3,654.36	$.002	$60.906	$730.872	$.002	$60.906	$730.872
	WEST SIDE TAX COLLECTOR 7701 Forest Oaks Blvd. Spring Hill, FL 34606																
24		15718	SF	$.0019	$30.0214	$360.2566	$.008	$125.744	$1,508.928	$.01	$157.18	$1,886.16	$.002	$31.436	$377.232	$.003	$47.154	$565.848
MISCELLANEOUS FACILITIES																		
	AIRPORT ADMINISTRATION 15800 Flight Path Dr. Brooksville, FL 34604																
25		5600	SF	$.0027	$15.008	$180.096	$.015	$84.00	$1,008.00	$.01	$56.00	$672.00	$.002	$11.20	$134.40	$.003	$16.80	$201.60
	AIRPORT TOWER 2878 Control Tower Dr. Brooksville, FL 34604																
26		3456	SF	$.0043	$14.999	$179.9885	$.015	$51.84	$622.08	$.02	$69.12	$829.44	$.002	$6.912	$82.944	$.004	$13.824	$165.888
	DEVELOPMENT DEPARTMENT 789 Providence Blvd. Brooksville, FL 34601																
27		23623	SF	$.0021	$50.0808	$600.9691	$.0055	$129.9265	$1,559.118	$.01	$236.23	$2,834.76	$.002	$47.246	$566.952	$.003	$70.869	$850.428
	DPW COMPOUND 1525 E. Jefferson St. Brooksville, FL 34601																
28		34136	SF	$.0019	$64.8584	$778.3008	$.004	$136.544	$1,638.528	$.01	$341.36	$4,096.32	$.002	$68.272	$819.264	$.002	$68.272	$819.264

	DPW WAREHOUSE 1525 E. Jefferson St. Brooksville, FL 34601																
29		5000 SF	$.003	$15.00	$180.00	$.015	$75.00	$900.00	$.01	$50.00	$600.00	$.002	$10.00	$120.00	$.003	$15.00	$180.00
	ERNIE WEAVER TOWER SITE 19300 Youth Dr.																
30	Brooksville, FL 34601	332 SF	$.0361	$11.9985	$143.9818	$.04	$13.28	$159.36	$.16	$53.12	$637.44	$.01	$3.32	$39.84	$.004	$1.328	$15.936
	FLORIDA POWER TOWER SITE 11010 Cortez Blvd.																
31	Brooksville, FL 34608	299 SF	$.0401	$11.9989	$143.9864	$.05	$14.95	$179.40	$.18	$53.82	$645.84	$.01	$2.99	$35.88	$.004	$1.196	$14.352
	RIDGE MANOR TOWER SITE 7052 Treiman Rd.																
32	Webster, FL 33597	242 SF	$.0496	$12.0008	$144.0094	$.05	$12.10	$145.20	$.21	$50.82	$609.84	$.01	$2.42	$29.04	$.004	$.968	$11.616
	SURPLUS FACILITY 1545 E. Jefferson St. Brooksville, FL 34601																
33		1650 SF	$.0073	$11.9955	$143.946	$.025	$41.25	$495.00	$.04	$66.00	$792.00	$.01	$16.50	$198.00	$.004	$6.60	$79.20
	TRANSIT OPS (THE BUS) 700 Aeriform Dr. Brooksville, FL 34601																
34		1440 SF	$.0083	$11.9952	$143.9424	$.025	$36.00	$432.00	$.04	$57.60	$691.20	$.01	$14.40	$172.80	$.004	$5.76	$69.12
	UTILITIES ADMINISTRATION 15365 Cortez Blvd. Brooksville, FL 34613																
35		29318 SF	$.0021	$60.1019	$721.2228	$.0043	$124.6015	$1,495.218	$.01	$293.18	$3,518.16	$.002	$58.636	$703.632	$.002	$58.636	$703.632
	UTILITIES WAREHOUSE 15400 Wiscon Rd. Brooksville, FL																
36		14000 SF	$.0021	$29.96	$359.52	$.0088	$122.50	$1,470.00	$.01	$140.00	$1,680.00	$.002	$28.00	$336.00	$.003	$42.00	$504.00
	UTILITIES-LANDFILL 14450 Landfill Rd. Brooksville, FL																
37		5528 SF	$.0027	$14.9809	$179.7706	$.015	$82.92	$995.04	$.01	$55.28	$663.36	$.002	$11.056	$132.672	$.003	$16.584	$199.008
	UTILITIES EAST TRANSFER STATION 33070 Cortez Blvd. Brooksville, FL																
38		300 SF	$.04	$12.00	$144.00	$.05	$15.00	$180.00	$.17	$51.00	$612.00	$.01	$3.00	$36.00	$.004	$1.20	$14.40
	UTILITIES WEST TRANSFER STATION 2525 Osowaw Blvd. Brooksville, FL																
39		480 SF	$.025	$12.00	$144.00	$.04	$19.20	$230.40	$.11	$52.80	$633.60	$.01	$4.80	$57.60	$.004	$1.92	$23.04
PARKS FACILITIES																	
	ANDERSON SNOW PARK 1360 Anderson Snow Blvd. Spring Hill, FL 34609																
40		2029 SF	$.0074	$14.9943	$179.9317	$.0225	$45.6525	$547.83	$.03	$60.87	$730.44	$.002	$4.058	$48.696	$.004	$8.116	$97.392
	CYPRESS LAKE HOUSE 32375 Cortez Blvd. Ridge Manor, FL																
41		2258 SF	$.0066	$14.9931	$179.9174	$.02	$45.16	$541.92	$.03	$67.74	$812.88	$.002	$4.516	$54.192	$.004	$9.032	$108.384
	DELTA WOODS PARK 3400 Deltona Blvd. Spring Hill, FL 34606																
42		692 SF	$.0173	$11.9993	$143.9914	$.03	$20.76	$249.12	$.08	$55.36	$664.32	$.01	$6.92	$83.04	$.004	$2.768	$33.216
	ERNIE WEAVER CONCESSION (2) 19473 Youth Dr. Brooksville, FL 34601																
43		1013 SF	$.0119	$12.0041	$144.0486	$.025	$25.325	$303.90	$.05	$50.65	$607.80	$.01	$10.13	$121.56	$.004	$4.052	$48.624
	KENNEDY PARK 899 Kennedy Blvd. Brooksville, FL 34601																
44		3117 SF	$.0064	$20.0111	$240.1337	$.015	$46.755	$561.06	$.02	$62.34	$748.08	$.002	$6.234	$74.808	$.004	$12.468	$149.616

	SPRING HILL LAKE HOUSE 1206 Kenlake Ave. Spring Hill, FL 34606																
45	PARKS MAINTENANCE 16161 Flight Path Dr. Brooksville, FL 34604	4036	SF	$.0037	$15.0139	$180.167	$.015	$60.54	$726.48	$.02	$80.72	$968.64	$.002	$8.072	$96.864	$.004	$16.144	$193.728
46	PIONEER PARK CONCESSION 6799 Pinehurst Dr. Spring Hill, FL 34606	7500	SF	$.0027	$20.025	$240.30	$.0125	$93.75	$1,125.00	$.01	$75.00	$900.00	$.002	$15.00	$180.00	$.003	$22.50	$270.00
47	RIDGE MANOR CONCESSION 34030 Ridge Manor Blvd. Ridge Manor, FL 33523	272	SF	$.0441	$12.0006	$144.0077	$.05	$13.60	$163.20	$.20	$54.40	$652.80	$.01	$2.72	$32.64	$.004	$1.088	$13.056
48	VETERANS PK CONCESSION 12254 Spring Hill Dr. Spring Hill, FL 34609	969	SF	$.0124	$11.9962	$143.9546	$.03	$29.07	$348.84	$.06	$58.14	$697.68	$.01	$9.69	$116.28	$.004	$3.876	$46.512
49	WATERWAYS MAINTENANCE TEMP 4170 Pine Dale Ct. Hernando Beach, Fl 34609	1139	SF	$.0132	$15.0006	$180.0076	$.025	$28.475	$341.70	$.05	$56.95	$683.40	$.002	$2.278	$27.336	$.004	$4.556	$54.672
50		400	SF	$.03	$12.00	$144.00	$.04	$16.00	$192.00	$.13	$52.00	$624.00	$.002	$.80	$9.60	$.004	$1.60	$19.20
FIRE RESCUE FACILITIES																		
	FIRE STATION 1 1479 Parker Ave.																	
51	Spring Hill, FL 34606	5260	SF	$.0029	$14.991	$179.892	$.015	$78.90	$946.80	$.01	$52.60	$631.20	$.002	$10.52	$126.24	$.004	$21.04	$252.48
	FIRE STATION 2 & Training Building 3445 Bob Hartung Ct.																	
52	Spring Hill, FL 34606	10197	SF	$.002	$19.9861	$239.8334	$.01	$101.97	$1,223.64	$.01	$101.97	$1,223.64	$.002	$20.394	$244.728	$.003	$30.591	$367.092
	FIRE STATION 3 13240 Spring Hill Dr.																	
53	Spring Hill, FL 34609	7510	SF	$.002	$15.02	$180.24	$.0125	$93.875	$1,126.50	$.01	$75.10	$901.20	$.002	$15.02	$180.24	$.003	$22.53	$270.36
	FIRE STATION 4 5083 Mariner Blvd																	
54	Spring Hill, FL 34608	5694	SF	$.0026	$14.9752	$179.7026	$.015	$85.41	$1,024.92	$.01	$56.94	$683.28	$.002	$11.388	$136.656	$.003	$17.082	$204.984
	FIRE STATION 5 9490 Eldridge Rd																	
55	Spring Hill, FL 34608	12758	SF	$.0016	$20.0301	$240.3607	$.0085	$108.443	$1,301.316	$.01	$127.58	$1,530.96	$.002	$25.516	$306.192	$.003	$38.274	$459.288
	FIRE STATION 6 3451 Shoal Line Blvd.																	
56	Spring Hill, FL 34607	7792	SF	$.0019	$15.0386	$180.4627	$.0125	$97.40	$1,168.80	$.01	$77.92	$935.04	$.002	$15.584	$187.008	$.003	$23.376	$280.512
	FIRE STATION 7 26671 Mondon Hill																	
57	Brooksville, FL 34601	6114	SF	$.0025	$14.9793	$179.7516	$.015	$91.71	$1,100.52	$.01	$61.14	$733.68	$.002	$12.228	$146.736	$.003	$18.342	$220.104
	FIRE STATION 8 32409 Cortez Blvd.																	
58	Ridge Manor, FL 33523	4980	SF	$.003	$14.9898	$179.8776	$.015	$74.70	$896.40	$.011	$54.78	$657.36	$.002	$9.96	$119.52	$.003	$14.94	$179.28
	FIRE STATION 9 24064 Lake Lindsey																	
59	Brooksville, FL 34601	3456	SF	$.0043	$14.999	$179.9885	$.015	$51.84	$622.08	$.02	$69.12	$829.44	$.002	$6.912	$82.944	$.004	$13.824	$165.888
	FIRE STATION 10 85 Veterans Ave.																	
60	Brooksville, FL 34601	12662	SF	$.0016	$20.006	$240.0715	$.0085	$107.627	$1,291.524	$.01	$126.62	$1,519.44	$.002	$25.324	$303.888	$.003	$37.986	$455.832
	FIRE STATION 11 6388 Barclay																	
61	Spring Hill, FL 34613	5956	SF	$.0025	$15.0091	$180.1094	$.015	$89.34	$1,072.08	$.01	$59.56	$714.72	$.002	$11.912	$142.944	$.003	$17.868	$214.416
	FIRE STATION 12 6335 Ovenbird																	
62	Spring Hill, FL 34613	4890	SF	$.0031	$15.0123	$180.1476	$.015	$73.35	$880.20	$.011	$53.79	$645.48	$.002	$9.78	$117.36	$.003	$14.67	$176.04
	FIRE STATION 13 15370 Centralia																	
63	Brooksville, FL 341614	4926	SF	$.0031	$15.0243	$180.2916	$.015	$73.89	$886.68	$.011	$54.186	$650.232	$.002	$9.852	$118.224	$.003	$14.778	$177.336
	FIRE STATION 14 3001 Broad St.																	
64	Brooksville, FL 34604	6003	SF	$.0025	$15.0075	$180.09	$.015	$90.045	$1,080.54	$.01	$60.03	$720.36	$.002	$12.006	$144.072	$.003	$18.009	$216.108

	FIRELOGISTICS 7300 Winter St.																	
65	Brooksville, FL 34613	24049	SF	$.0021	$50.0219	$600.263	$.0055	$132.2695	$1,587.234	$.01	$240.49	$2,885.88	$.002	$48.098	$577.176	$.003	$72.147	$865.764
	TRAINING/FIRE PREVENTION 60 Veterans Ave.																	
66	Brooksville, FL 34601	8997	SF	$.0017	$15.025	$180.2999	$.01	$89.97	$1,079.64	$.01	$89.97	$1,079.64	$.002	$17.994	$215.928	$.003	$26.991	$323.892
	Total			**$.5332**	**$2,001.4766**	**$24,017.7192**		**$5,522.4845**	**$66,269.8141**		**$10,837.966**	**$130,055.592**		**$2,024.28**	**$24,291.36**		**$2,021.6545**	**$24,259.8538**

Termite Inspection and Treatment				Atkinson Pest Control, Inc.		Orkin LLC		Rocket Pest Control, LLC		Service First Termite and		Truly Nolen	
Line Item	Description	Quantity	Unit of Measur	Cost / SF	Total Cost / Ann	Cost / SF	Total Cost / A	Cost / SF	Total Cost / Annua	Cost / SF	Total Cost / A	Cost / SF	Total Cost / A
FACILITIES													
	BROOKSVILLE HEALTH DEPT 300 S. Main Street												
67	Brookville, FL 34601	115637	SF	$.05	$5,780.6936	$.30	$34,691.10	$.01	$1,156.37	$.04	$4,625.48	$.004	$462.548
	CHINSEGUT HILL 22495 Chinsegut Hill Rd.												
68	Brooksville, FL 34604	21746	SF	$.05	$1,087.0825	$.30	$6,523.80	$.01	$217.46	$.04	$869.84	$.006	$130.476
	EAST SIDE LIBRARY 6457 Windmere Blvd. Brooksville, FL 34602												
69		803	SF	$.0498	$39.9974	$.30	$240.90	$.13	$104.39	$.10	$80.30	$.008	$6.424
	CENTER 18900 Cortez Blvd. Brooksville, FL 34601												
70		19000	SF	$.0395	$749.93	$.30	$5,700.00	$.01	$190.00	$.04	$760.00	$.006	$114.00
	GOVT CENTER / COURT HOUSE 20 N. Main St. Brooksville, FL 34601												
71		174888	SF	$.05	$8,744.40	$.30	$52,466.40	$.01	$1,748.88	$.029	$5,071.752	$.004	$699.552
	LYKES LIBRARY 238 Howell Ave.												
72	Brooksville, FL 34601	9091	SF	$.0501	$455.0046	$.30	$2,727.30	$.011	$100.001	$.04	$363.64	$.006	$54.546
	SHERIFF'S BUILDING 18900 Cortex Blvd. Brooksville, FL 34601												
73		38704	SF	$.05	$1,934.813	$.30	$11,611.20	$.01	$387.04	$.04	$1,548.16	$.005	$193.52
	SPRING HILL LIBRARY 9220 Spring Hill Dr.												
74	Spring Hill, FL 34608	10055	SF	$.05	$502.9511	$.30	$3,016.50	$.011	$110.605	$.04	$402.20	$.006	$60.33
	SPRING LAKE COMM CTR 4184 Spring Lake Hwy. Brooksville, FL 34601												
75		1916	SF	$.0501	$95.9916	$.30	$574.80	$.053	$101.548	$.10	$191.60	$.007	$13.412
	WEST SIDE HEALTH DEPARTMENT 7551 Forest Oaks Blvd.												
76	Spring Hill, FL 34606	56497	SF	$.05	$2,824.85	$.30	$16,949.10	$.01	$564.97	$.04	$2,259.88	$.005	$282.485
	WEST SIDE GOVERNMENT CENTER 7415-7525 Forest Oaks Blvd. Spring Hill, FL 34606												
77		30453	SF	$.05	$1,522.9545	$.30	$9,135.90	$.01	$304.53	$.04	$1,218.12	$.005	$152.265
	DPW COMPOUND 1525 E. Jefferson St. Brooksville, FL 34601												
78		34136	SF	$.05	$1,707.1414	$.30	$10,240.80	$.01	$341.36	$.04	$1,365.44	$.005	$170.68
	Total				**$25,445.8097**		**$153,877.80**		**$5,327.154**		**$18,756.412**		**$2,340.238**

ADDITIONAL SERVICES				Atkinson Pest Control, Inc.			Orkin LLC			Rocket Pest Control, LLC			Service First Termite and Pest Preventic			Truly Nolen		
Line Item	N/A	Quantity	Unit of Measur	Unit Cost	Markup (%)	Total	Unit Cost	Markup (%)	Total	Unit Cost	Markup (%)	Total	Unit Cost	Markup (%)	Total	Unit Cost	Markup (%)	Total
	Labor rate for work performed during normal business hours (8:00am-5:00pm																	
81		1	HR	$20.00	20.%	$24.00	$150.00	0.%	$150.00	$50.00	100.%	$100.00	$117.00	0.%	$117.00	$65.00	0.%	$65.00
	Labor rate for work performed outside normal business hours																	
82	(excluding previously	1	HR	$40.00	20.%	$48.00	$150.00	0.%	$150.00	$50.00	300.%	$200.00	$150.00	0.%	$150.00	$95.00	0.%	$95.00

	Call out rate, if applicable (including any minimum requirements)	1	HR	$100.00	20.%	$120.00	$0.00	0.%	$0.00	$15.00	0.%	$15.00	$150.00	0.%	$150.00	$125.00	0.%	$125.00
83	Monthly service cost for rodent box	1	MO	$25.00	20.%	$30.00	$6.00	0.%	$6.00	$2.00	50.%	$3.00	$7.00	0.%	$7.00	$3.00	0.%	$3.00
84	Cost of rodent box (including material ans installation)	1	EA	$50.00	20.%	$60.00	$20.00	0.%	$20.00	$17.00	32.%	$22.44	$23.00	15.%	$26.45	$25.00	0.%	$25.00
85	Unscheduled pest control services (square foot)	1	SF	$.03	20.%	$.036	$0.00	0.%	$0.00	$.01	0.%	$.01	$.01	0.%	$.01	$.004	0.%	$.004
86	Tenting/Fumigation as needed (square foot)	1	SF	$4.00	20.%	$4.80	$1.50	0.%	$1.50	$1,000.00	200.%	$3,000.00	$3.00	0.%	$3.00	$1.80	0.%	$1.80
87	Out of scope supplies percentage mark-up	1	% Markup	$23.0769	30.%	$30.00	$0.00	2.5%	$0.00	$1,000.00	200.%	$3,000.00	$0.00	15.%	$0.00	$0.00	15.%	$0.00
88	**Total**					**$316.836**			**$327.50**			**$6,340.45**			**$453.46**			**$314.804**

Felicia Holmes, CPPO, CPPB, NIGP-CPP, FCCM
For: Carla Rossiter Smith, MSM, PMP, GPC

SOLICITATION - OFFER - AWARD

SOLICITATION NO:	SOLICITATION TITLE:	DATE ISSUED:	CONTRACT NO:
26-T01231	Pest Control Services	March 18,2026	26-T01231

ISSUED BY:

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA
Jerry Campbell, Chair
Ryan Amsler, Vice Chair
Steve Champion, Second Vice Chair
John Allocco
Brian Hawkins

SUBMIT BID OFFER TO:

HERNANDO COUNTY
PROCUREMENT DEPARTMENT
15470 FLIGHT PATH DRIVE
BROOKSVILLE, FL 34604
Carla Rossiter-Smith
Chief Procurement Officer

SOLICITATION

SEALED OFFERS, FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT DESCRIBED HEREIN WILL BE RECEIVED AT THE OFFICE OF Procurement DEPARTMENT, VIA HERNANDO COUNTY'S EPROCUREMENT PORTAL AT: http://secure.procurenow.com/portal/hernandocounty, ON **INSERT DUE DATE.** NO BID OFFERS WILL BE ACCEPTED AFTER THE ABOVE STIPULATED DATE AND TIME. THIS IS AN ADVERTISED SOLICITATION AND THE RESPONDING BIDDERS WILL BE PUBLICLY READ IN THE PURCHASING AND CONTRACTS CONFERENCE ROOM AT **10:00 A.M. ON INSERT DUE DATE.** PURSUANT TO FS 119.071 (current version), SEALED BIDS, PROPOSALS, OR REPLIES RECEIVED BY AN AGENCY PURSUANT TO A COMPETITIVE SOLICITATION ARE EXEMPT FROM FINAL INSPECTION UNTIL SUCH TIME AS THE AGENCY PROVIDES NOTICE OF AN INTENDED DECISION OR UNTIL THIRTY (30) DAYS AFTER OPENING THE BIDS, PROPOSALS, OR FINAL REPLIES, WHICHEVER IS EARLIER.

ITEM NO.	DESCRIPTION OF SERVICE/SUPPLIES/EQUIPMENT	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	The Vendor/Contractor will supply all materials, labor, and equipment in order to accomplish the Pest Control Services, as described in the specifications. (SEE ATTACHED SPECIFICATIONS)	x	xxxxx	xxxxxxxxx	$_26,600.09_

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

Truly Nolan of America, Inc.
Company Name

4842 N. Florida Ave.
Address

Tampa, FL 33603
City State Zip Code

(813) 238-89189 adam.daly@trulynolen.com
Phone Number Fax Number Email Address

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN BID OFFER:

BIDDER'S SIGNATURE

OFFER DATE: 05/21/2026

Print Name: Adam Daly
Title: Government Consultant

AWARD

(TO BE COMPLETED BY COUNTY)

REVIEWED FOR LEGAL SUFFICIENCY	LR NO.: LR 2025 65 8	BY:
ACCEPTED AS TO ITEM(S) NO:	AMOUNT:	ACCOUNTING CODE:

SUBMIT INVOICES TO:

Hernando County
15470 Flight Path Drive
Brooksville, FL 34604

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ACCEPTANCE AND AWARD FOR THE COUNTY:

SIGNATURE: AWARD DATE:

PEST CONTROL SERVICES

26-T01231

County of Hernando

15470 Flight Path Drive

Brooksville, FL 34604

County of Hernando
Pest Control Services

I. SOLICITATION .....
II. INTRODUCTION.....
III. AWARD .....
IV. DEFINITIONS AND SOLICITATION INSTRUCTIONS.....
V. GENERAL CONDITIONS.....
VI. SPECIAL CONDITIONS.....
VII. SCOPE OF WORK.....
VIII. PRICING PROPOSAL.....
IX. VENDOR QUESTIONNAIRE .....

1. SOLICITATION

ISSUED BY:

BOARD OF COUNTY COMMISSIONERS

HERNANDO COUNTY, FLORIDA

Jerry Campbell, Chairman

Ryan Amsler, Vice Chairman

Steve Champion, Second Vice Chairman

John Allocco

Brian Hawkins

SUBMIT BID OFFER TO:

HERNANDO COUNTY

PROCUREMENT DEPARTMENT

via Hernando County's ePROCUREMENT PORTAL

Carla Rossiter-Smith

Chief Procurement Officer

SEALED OFFERS, FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT DESCRIBED HEREIN WILL BE RECEIVED BY THE OFFICE OF PROCUREMENT, VIA THE COUNTY'S ePROCUREMENT PORTAL UNTIL 10:00 a.m., LOCAL TIME ON Monday, April 27, 2026. NO BID OFFERS WILL BE ACCEPTED AFTER THE ABOVE STIPULATED DATE AND TIME. THIS IS AN ADVERTISED SOLICITATION AND THE RESPONDING BIDDERS WILL BE PUBLICLY READ AT 15470 FLIGHT PATH DRIVE BROOKSVILLE, FL 34604 IN THE ADMINISTRATIVE CONFERENCE ROOM AT 10:00 a.m. ON Monday, April 27, 2026. PURSUANT TO FS 119.071 SEALED BIDS, PROPOSALS, OR REPLIES RECEIVED BY AN AGENCY PURSUANT TO A COMPETITIVE SOLICITATION ARE EXEMPT FROM INSPECTION UNTIL SUCH TIME AS THE AGENCY PROVIDES NOTICE OF AN INTENDED DECISION OR UNTIL THIRTY (30) DAYS AFTER OPENING THE BIDS, PROPOSALS, OR FINAL REPLIES, WHICHEVER IS EARLIER.

Procurement Contact Information:

Gretchen Bechtel, Contract Agent II

(352) 754-4013

gbechtel@co.hernando.fl.us

2. INTRODUCTION

2.1. ADVERTISEMENT OF BID

INVITATION TO BID

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

TERM CONTRACT ITB NO. SOLICITATION # 26-T01231

FOR

Pest Control Services

The Hernando County Board of County Commissioners is currently seeking qualified vendors who are experienced pest management professionals to deliver comprehensive pest control services throughout all facilities owned and operated by the county.

Offers for furnishing the above will be received and accepted up to 10:00 a.m. (local time), Monday, April 27, 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:

A. A Non-Mandatory Pre-Bid Conference will be held Wednesday, March 25, 2026 at 10:00 am at the Hernando County DPW Engineering Conference Room, 1525 E. Jefferson St. Brooksville, FL 34601.

B. A Site Visit will immediately follow the Pre-Bid Conference.

3. AWARD

UPON AWARD, PLEASE SUBMIT INVOICES TO:

Hernando County

Facilities

1525 E. Jefferson St.

Brooksville, Florida 34601

4. DEFINITIONS AND SOLICITATION INSTRUCTIONS

4.1. DEFINITION OF TERMS

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

A. **BIDDER:** The dealer/manufacturer, Vendor/Contractor or business organization submitting a bid to the County in response to this solicitation. Sometimes referred to as "proposer" or "respondent".

B. **CHANGE ORDER:** The written order issued by the County, County Designated Representative or Engineer, to the Vendor/Contactor and signed by the Vendor/Contractor and County authorizing an addition, deletion, or revision in the goods, services and/or work to be provided under the Contract or an adjustment in the contract price or contract time, after the effective date of the signed contract.

C. **CONTRACT:** The written agreement executed by the County and Vendor/Contractor for the performance of work and the other documents (including but not limited to the Solicitation-Offer-Award in its entirety, and the plans, specifications, notice to bidders, proposal, surety bonds, addenda, bid documents and other documents) whether attached thereto or not.

D. **COUNTY:** The Board of County Commissioners, Hernando County, or its duly authorized representative.

E. **F.S.:** Florida Statutes version in effect on the effective date of the contract, unless otherwise indicated.

F. **PUBLIC OPENING**: The opening of the bids or proposals received in response to this solicitation, and the announcing of the bidders/proposers that submitted the bids/proposals received in response to this solicitation, in the presence of the public.

G. **SOLICITATION:** This Invitation to Bid ("ITB"), Request for Proposals ("RFP") or Request for Quotes ("RFQ"), whichever applies.

H. **VENDOR/CONTRACTOR:** The bidder awarded a contract by the County for the furnishing of goods or services.

4.2. AVAILABILITY OF BIDDING DOCUMENTS

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

4.3. PREPARATION OF BID

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

A. Interested firms are required to register via the County's ePROCUREMENT PORTAL . Once registered, to submit a response please click on the "DRAFT RESPONSE" button and provide an answer to all of the prompts/questions. You must respond to all required questions, and, if any, acknowledge addenda so that your response will be considered complete by the County. Bidders submitting more than one (1) bid with different pricing shall cause the Bidder to be rejected. All bids are subject to the conditions specified herein. Those, which do not comply with these conditions, may be subject to rejection.

B. Submit Bids via the Hernando County's ePROCUREMENT PORTAL. The responsibility for delivering the bid to the County on or before the stated time and date will be solely and strictly the responsibility of the Bidder. The County will be in no way responsible for delays caused by wi-fi connection or speed, power outage or any other occurrence.

1. Bids will be rejected unless submitted electronically via the County's eProcurement Portal along with all required bid line items. All bid forms enclosed are required to be completed and submitted using the instructions listed herein.

2. The County will not honor any explanation or change in the bid documents unless a written addendum has been issued.

3. The County reserves the right to reject any and all bids and to waive any informalities related thereto.

4. All bids must be firm for a period of ninety (90) days after the time set for opening bids. Upon award, prices quoted will be in effect for the term of the contract.

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

6. Blank spaces in the bid must be properly filled in and the phraseology of the bid must not be changed. Additions must not be made to items mentioned therein and any unauthorized conditions, limiting any provision, attached to a bid shall render irregular and may cause its rejection.

7. Bidders are expected to make all investigations necessary to thoroughly inform themselves regarding all drawings, specifications, delivery requirements, performance requirements, site locations and all solicitation instructions to satisfy themselves of conditions affecting submission of their bid and the terms and cost of performing the contract. No pleas of ignorance by the Bidder of conditions that exist or may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis of varying the requirements of the County or the compensation of the Bidder. Bidder agrees that submittal of a bid for the work is prima facie evidence they have conducted such examinations.

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

4.4. BID OPENING:

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

4.5. QUESTIONS REGARDING SPECIFICATIONS OR BIDDING PROCESS

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

A. All questions relative to interpretation of the specifications or the bid process shall be addressed in writing via Hernando County's eProcurement Portal, 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. Oral answers will not be authoritative.

C. It will be the responsibility of the Bidder to visit eProcurement Portal to ensure 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: Wednesday, April 1, 2026

E. All addenda must be acknowledged via the County's eProcurement Poral. Failure of any Bidder to acknowledge any addenda may be found non-responsive and subject to rejection.

4.6. COMMUNICATION

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

4.7. WITHDRAWAL OF BIDS:

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

4.8. BID PROTESTS:

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

4.9. FOREIGN COUNTRIES OF CONCERN

Pursuant to sec. 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 sec. 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. CONTRACT PERIOD:

A. The Contract resulting from this solicitation shall be a term contract for the time period specified herein. During the specified time period, the County may order services/supplies as the requirements generate and the Vendor/Contractor will deliver the services/supplies ordered. It is understood that the County is not obligated to purchase any specific amount of services/supplies under this agreement.

B. The period of the Contract shall extend for 3 years from contract effective date.

C. **Renewal Option (Unilateral)**: At the sole option of the County, through the Board of County Commissioners or Chief Procurement Officer or Designee, this Contract may be unilaterally renewed, for 2 (two) additional year periods at the same prices, terms, and conditions. The County alone will determine whether or not this renewal option will be exercised based on its convenience and its best interest. The County will notify the Vendor/Contractor, in writing, no later than thirty (30) days prior to expiration of its decision to exercise this Contract renewal option and/or options. Any request by the Vendor/Contractor for consideration of a price adjustment must be submitted in writing to the County at the time of County notice of its decision to exercise Contract renewal (this provision), and the Vendor/Contractor must provide written evidence based on increased costs to the Vendor/Contractor. Documentation of these increases must be furnished to the County upon request. Any price adjustment (increase or decrease) approved by the County shall impose upon the Vendor/Contractor the requirement to advise and extend to the County price reductions when costs similarly decrease.

D. Either party may cancel this Contract, in whole or in part, by giving ninety (90) days prior notice in writing. However, the Vendor/Contractor shall not be authorized to exercise this cancellation option during the first one-hundred eighty (180) days of the Contract.

5.2. BID PRICE/SUBMITTAL REQUIREMENTS:

A. The prices bid shall remain firm during the period of the Contract. The prices bid shall be inclusive of all labor, equipment, and materials as specified within this solicitation. The price bid constitutes the total compensation payable to the Vendor/Contractor for performing the work.

B. Unless otherwise stated, the prices bid shall include all costs of packing, transporting, delivery, and services to the designated point within Hernando County.

C. The Bidder hereby certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, services, or equipment and is in all respects fair and without collusion or fraud.

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

D. The Bidder warrants that the prices of the items set forth herein do not exceed those charged by the Bidder under a contract with the State of Florida or any of its agencies.

E. **Bidder must submit the solicitation document in its entirety, including the Solicitation-Offer-Award cover sheet, Bid Specifications, Bid Form, and all required forms/certifications. Failure to submit these forms may render its bid as non-responsive.**

5.3. QUALIFICATION OF BIDDERS:

A. This bid shall be awarded to a responsive, responsible bidder, qualified by experience to provide the work specified. The Bidder will submit the following information with their bid:

1. List a brief description of substantially similar work (size and scope) for at least three (3) references of firms, and/or governmental agencies/entities satisfactorily completed with location, dates of contract, names, addresses, telephone numbers and email addresses of owners (see Questionnaire). These references must be for work performed within the past seven (7) years.
2. List of equipment and facilities available to do work.
3. List of personnel, by name and title, contemplated to perform the work.

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.

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

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

5.6. 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.

5.7. BID EVALUATION AND AWARD (continued) "Price per Location"

The bid price, per location, constitutes the total compensation payable to the Vendor/Contractor for performing all work specified within these contract documents. All duties, responsibilities, and obligations assigned to or undertaken by the Vendor/Contractor shall be at their expense without change in the contract price(s).

5.8. 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.

5.9. LOCAL PREFERENCE:

A. Purpose and Findings: These provisions apply to purchases using Formal Bids, Request for Proposals or Quotes. The County annually spends significant dollars on purchasing personal property, materials, and services, and in constructing improvements to real property or existing structures. The dollars used in making those purchases are derived, in large part, from taxes, fees and utility revenues paid by businesses located within Hernando County, and the County Commission has determined that funds generated in the community should, to the extent possible, be placed back into the local economy. Therefore, the County Commission has

determined that it is in the best interest of the County to give a preference to local businesses in making such purchases whenever the application of such a preference is reasonable in light of the dollar-value of bids and quotes received in relation to such expenditures.

B. Application:

1. In bidding for or letting contracts for procurement of supplies, materials, equipment, and services, as described in the procurement policies of the County, the Board of County Commissioners may give a preference to local businesses in making purchases or awarding contracts in an amount not to exceed:

    a. Five percent (5%) of the local business' total bid price if the cost differential does not exceed $10,000.00 for procurement activities in amounts over $50,000.00

2. The total bid price shall include not only the base bid price, but also all alterations to the base bid price resulting from alternates which were both part of the bid and actually purchased or awarded by the Board of County Commissioners.

3. In the case of requests for proposals or qualification, letters of interest, or other solicitations and competitive negotiations and selections in which objective factors are used to evaluate the responses, local businesses shall be assigned five percent (5%) of the total points of the total evaluation points.

C. Definitions:

1. Local vendor means a person or business entity which has maintained a permanent place of business with full-time employees within Hernando County for a minimum of twelve (12) months prior to the date bids or quotes were received for the purchase or contract at issue, and which generally provides from such permanent place of business the kinds of goods or services solicited, and which at the time of the solicitation fully complies with the local vendor eligibility identified below.

2. Local Vendor Affidavit of Eligibility shall accompany the quotation or bid submittal in order to be considered valid and shall include, but not be limited to, the following current information:

    a. A physical business and location address.

    b. Proof of payment of real property tax due to Hernando County.

    c. A copy of the firm's most recent annual corporation report to the Florida Division of Corporations.

    d. Any additional information necessary to verify local vendor status.

D. Competitive Bids/Quotes: The County reserves the exclusive right to compare, contrast and otherwise evaluate the qualifications, character, responsibility and financial qualifications of all

persons, firms, partnerships, companies, or corporations submitting formal bids or formal quotes in any procurement for goods and services when making an award in the best interests of the County.

E. Exemptions:

1. Purchases resulting from exigent emergency conditions where any delay in completion or performance would jeopardize public health, safety, or welfare of the citizens of the County, or where in the judgment of the County the operational effectiveness or a significant County function would be seriously threatened if a purchase was not made expeditiously.
2. Purchases with any sole source supplier for supplies, materials, or other equipment.
3. Purchases made through cooperative purchasing arrangements utilized by the Procurement Department as identified in the Procurement Policy.
4. Purchases that are funded in whole or in part by assistance from any Federal, State, or local agency where the program guidelines do not permit local preference.
5. Purchases with an estimated cost of less than $10,000.00 or less.
6. Appeal: If an application for a “local vendor/contractor” designation is denied, the applicant may appeal such decision to the County Administrator for review and further consideration.

5.10. HOURS:

Work may be performed between the hours of 8am-5pm, 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.

5.11. WARRANTIES:

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

5.12. 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.

5.13. 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.

5.14. 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.

5.15. 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.

5.16. 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.

5.17. 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.

5.18. 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.

5.19. 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.

5.20. 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.

5.21. MODIFICATIONS/AMENDMENTS AND CHANGE ORDERS:

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

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

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

5.22. 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).

5.23. 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.

5.24. LITIGATION/WAIVER OF JURY TRIAL:

This agreement shall be governed by and construed according to Florida law. Venue for any dispute or formal litigation concerning this agreement shall be in the appropriate court with territorial jurisdiction over Hernando County, Florida. In the event of a dispute or litigation, each party to such dispute or litigation shall be solely responsible for its own attorneys' fees and costs. This agreement shall not be construed for or against any party hereto, without regard to which party is wholly or partly responsible for its drafting. Each party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this contract and/or any other claim of injury or damage.

5.25. TERMINATION:

A. Termination for Default:

1. The County may, by written notice to the Vendor/Contractor, terminate this contract for default in whole or in part (delivery orders, if applicable) if the Vendor/Contractor fails to:

    a. Provide products or services that comply with the specifications herein or fails to meet the County's performance standards.

    b. Deliver the supplies or to perform the services within the time specified in this contract or any extension.

    c. Make progress so as to endanger performance of this contract.

    d. Perform any of the other provisions of this contract.

2. Prior to termination for default, the County will provide adequate written notice to the Vendor/Contractor through the Chief Procurement Officer, Procurement Department, affording them the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination

action and possible debarment. Such termination may also result in suspension or debarment of the Vendor/Contractor for a period of twelve (12) to twenty-four (24) months depending upon the severity of the Vendor/Contractor's action that caused the default in accordance with the County's Procurement Ordinance. The Vendor/Contractor and its sureties (if any) shall be liable for any damage to the County resulting from the Vendor/Contractor's default of the contract. This liability includes any increased costs incurred by the County in completing contract performance.

3. In the event of termination by the County for any cause, the Vendor/Contractor will have, in no event, any claim against the County for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the County the Vendor/Contractor shall:

    a. Stop work on the date and to the extent specified.

    b. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

    c. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the County.

    d. Continue and complete all parts of that work that have not been terminated.

4. If the Vendor/Contractor's failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Vendor/Contractor, the contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

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

5.26. 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.

5.27. 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.

5.28. 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.

5.29. 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.

5.30. 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.

5.31. 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.

5.32. PAYMENT:

A. Payment for services received will be accomplished by submission of an invoice, in duplicate, with purchase order number referenced thereon at the completion of each specified job. Said invoice(s) shall be submitted to: 1525 E Jefferson St Building A Brooksville, FL 34601 Attn: Facilities.

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.

5.33. 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.

5.34. 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.

5.35. 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 Purocurement 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.

5.36. 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.

5.37. INSURANCE REQUIREMENTS:

A. INDEMNITY, SAFETY AND INSURANCE PROVISIONS:

1. Indemnity: To the fullest extent permitted by Florida law, the Vendor/Contractor covenants, and agrees that it will indemnify and hold harmless the County and all of the County's officers, agents, and employees from any claim, loss, damage, cost, charge, attorney's fees

and costs, or any other expense arising out of any act, action, neglect, or omission by Vendor/Contractor during the performance of the contract, whether direct or indirect, and whether to any person or property to which the County or said parties may be subject, except that neither the Vendor/Contractor nor any of its subcontractors, or assignees, will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County or any of its officers, agents, or employees.

2. Protection of Person and Property:

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

   b. The Vendor/Contractor will take all reasonable precautions to prevent damage, injury or loss to: (a) all persons who may be affected by the performance of his operations, including employees; (b) all materials and equipment; and (c) all property at or surrounding the work site. In an emergency affecting the safety of persons or property, the Vendor/Contractor will act, with reasonable care and discretion, to prevent any threatened damage, injury or loss.

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

1. Workers' Compensation: As required by law:

   a. State.....1,000,000.00

   b. APPLICABLE FEDERAL.....1,000,000.00

   c. EMPLOYER'S LIABILITY.....Minimum:

      i. $100,000.00 each accident

      ii. $100,000.00 by employee

      iii. $1,000,000.00 policy limit

   d. Exemption per Florida Statute 440: If a Vendor/Contractor has less than three (3) employees and states that they are exempt per Florida Statute 440, they must provide an exemption certificate from the State of Florida. Otherwise, they will be required to purchase Workers' Compensation Insurance and provide a copy of Workers

Compensation Insurance.
https://www.myfloridacfo.com/Division/WC/Employer/Exemptions/

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

    a. Coverage as follows:

        i. EACH OCCURRENCE.....$1,000,000.00

        ii. GENERAL AGGREGATE $2,000,000.00

        iii. PERSONAL/ADVERTISING INJURY.....$1,000,000.00

        iv. PRODUCTS-COMPLETED OPERATIONS AGGREGATE.....$2,000,000.00 Per Project Aggregate (if applicable)

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

        i. FIRE DAMAGE (Any one (1) fire.....$50,000.00

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

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

4. Waiver of Subrogation: Vendor/Contractor agrees by entering into this Contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Vendor/Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor/Contractor aggress 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.

5.38. INSURANCE REQUIREMENTS (continued)

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

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

5.39. 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.

5.40. 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.

5.41. RESPONSIVE/RESPONSIBLE:

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

5.42. 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.

5.43. 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.

5.44. 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 contacting Juan Cueto jcueto@co.hernando.fl.us. 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. Vendor/Contractor shall be permitted and licensed through the Department of Agriculture as stated in Chapter 482 of the Florida Statutes to perform pest control services. Further, all operators shall be certified and have identification that identifies him/her as contractor personnel.

B. 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.

C. 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.

D. 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. CODES AND REGULATIONS:

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

6.5. 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.

6.6. DEBRIS

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

6.7. 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.

6.8. 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.

6.9. 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.

6.10. MARKET CONDITIONS:

The County reserves the right to purchase on the open market should lower market prices prevail, at which time the Vendor/Contractor shall have the option of meeting the lower price or relieving the County of any obligation previously understood.

6.11. 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.

6.12. 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.

6.13. REQUIREMENTS CONTRACT:

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

6.14. ESTIMATED QUANTITIES:

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

6.15. ADDITIONAL ITEMS:

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

6.16. SAMPLES/DEMONSTRATIONS:

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

6.17. SITE DAMAGE:

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

6.18. EQUIPMENT LIST:

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

6.19. MATERIAL SAFETY DATA SHEETS:

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

7. SCOPE OF WORK

7.1. SCOPE OF WORK:

Vendor/Contractor shall be permitted and licensed through the Department of Agriculture as stated in Chapter 482 of the Florida Statutes to perform pest control services. Further, all operators shall be certified and have identification that identifies him/her as contractor personnel.

Contractor shall provide all required supervision, labor, materials, equipment, permits, plans, engineering, local and state inspections and any incidentals necessary to provide the monitoring, trapping, pesticide application and pest removal components of the Integrated Pest Management Program (IPMP) program. The Contractor shall provide detailed, site-specific recommendations for structural and procedural modifications to aid in pest prevention.

This is an indefinite quantity contract with no guarantee of the use of services or guarantee of a minimum or maximum dollar amount to be expended. All work shall be performed in accordance with all State and Federal regulations, local ordinances, the Environmental Protection Agency (EPA), and requirements of Hernando County.

7.2. TECHNICAL SPECIFICATIONS

PESTS INCLUDED AND EXCLUDED:

Normal service shall include removal and maintenance of all pests and insects inside County facilities and within five (5) feet immediately surrounding County facilities. The Contractor shall adequately suppress the following pests:

Indoor/Outdoor populations of commensal rodents, all species of ants, all species of roaches, silverfish, bees, wasps, fleas, scorpions, millipedes, etc.

Pest services excluded are birds, bats, snakes, and all other vertebrates other than commensal rodents.

SERVICE REQUIREMENTS:

At minimum, services shall include:

- Taking all precautions to prevent injury or harm to the public and the structure being treated.
- Providing all services for the service location on each visit unless specifically asked not to treat a certain area by the location contact person or the Facilities Manager or designee.
- Treating all kitchen areas with chemicals approved for application in food service areas.
- Applying dry and/or wettable powder and liquid pesticides, as applicable, to all cracks and crevices; behind service lines, pipes or wires attached to walls in all areas; beneath pallets; under sinks; in and around cabinets, baseboards, pipe fittings, stairways, door casings, window casings and sills; and wherever else insects may crawl when they emerge from nesting.

SCHEDULE:

Unless otherwise agreed to by the County, completing all pest control services Monday through Friday, excluding County holidays, during normal business hours of 8:00a.m. to 5:00p.m., EST on the days and times agreed upon by the County for each location in the IPMP. Any request(s) for schedule variations by either the County and/or Contractor shall be accepted and approved by both parties in writing prior to the commencement of any work.

Some work may need to be conducted during evenings, early morning, and/or weekend hours dependent on the building and the health risk associated with it and its occupants. There shall be no adjustment to the agreed upon contract price based on the hour of the day or the day of the week when the Scope of Services of this contract are performed.

In the event the Contractor cannot meet the established schedule (i.e., weather, lack of personnel, unforeseen emergencies, etc.), the Contractor shall notify the Facilities Manager or designee immediately, via phone call, text, or e-mail.

Contractor shall acknowledge a written request for services and confirm the schedule of work for presentation to the County within twenty-four (24) hours of the notification.

INITIAL BUILDING INSPECTIONS:

Vendor/Contractor shall complete a thorough, initial inspection of each building, or site, no later than ten (10) working days prior to the starting date of the agreement. The purpose of the initial inspections is for the Contractor to evaluate the pest control needs of all locations and to identify problem areas and any equipment, structural features, or management practices that are contributing to pest infestations. Access to building spaces shall be coordinated with the Facilities Manager or designee.

ADDITIONAL WORK:

Additional work is defined as services outside of the scheduled treatments, that are not a result of incomplete or improper work by the Contractor. In the event that this type of work is identified, no work shall begin until the Facilities Manager or designee inspects the damages and/or authorizes work to be performed. If work is not pre- approved by the County, the County shall not be responsible for the payment of unauthorized services.

Additional work shall be paid as follows:

- The cost of supplies percent (%) mark-up.
- Regular or Overtime Labor Rates, dependent on when service is provided.

The Contractor shall assume the responsibility to provide the burden of proof that the cause of the issue is not covered by the specifications of this contract or IPMP and therefore billable at the previous agreed terms.

The Contractor shall provide a cost estimate that shall be approved prior to any work being performed at no additional cost to the County.

The Facilities Manager or designee reserves the right to solicit competitive quotes/bids from third parties for additional work as defined in this section.

EMERGENCY SERVICES:

Emergency pest control services shall mean any services provided under the Scope of Services of the contract at times other than, and in addition to, regularly scheduled service. This shall be in the sole determination of the County, and may affect health or safety of the public, County employees in any County facility, or that disrupts normal operation of that facility, or any portion thereof.

Vendor/Contractor shall provide the County with evening, weekend, and holiday service, as necessary, to cope with any emergency situation which threatens public health and safety, as determined by the County.

Vendor/Contractor shall provide first-priority services to the County in the event of a hurricane, flood, or other natural disaster, as defined by the County.

INTEGRATED PEST MANAGEMENT PROGRAM (IPMP):

Integrated Pest Management is defined as a pest control program based on prevention, monitoring, and control which offers the opportunity to drastically reduce the use of pesticides while minimizing risks to people and the environment. With prevention as the guiding principle, integrated pest management strategies utilize a variety of natural control methods and techniques, including cultural, biological, and structural strategies to control a variety of pest problems. Under IPMP, chemicals should be used as a last resort only if no other option is effective, but when used, the least-toxic materials should be chosen, and applied to minimize exposure to humans and all non- target organisms.

Control strategies in an IPMP include:

- Structural and procedural modifications to reduce food, water, harborage, and access used by pests.
- Natural control (non-pesticide) technologies such as trapping and monitoring devices.
- Pesticide compounds, formulations, and application methods that present the lowest potential hazard to humans and the environment.
- Coordination among all facilities management programs that have a bearing on the pest control effort.

Vendor/Contractor shall submit to the County an IPMP at least five (5) working days prior to the starting date of the agreement. Upon receipt of the IPMP, the County will render a decision regarding its acceptability within two (2) working days. If aspects of the IPMP are incomplete or disapproved, the Contractor shall have two (2) working days to submit revisions.

The Integrated Pest Management Program shall consist of five (5) parts as follows:

- Proposed Materials and Equipment for Service:

  The Contractor shall provide current labels and Safety Data Sheets (SDS) for all pesticides to be used, brand names of pesticides to be used, brand names of pesticide application equipment, and any other pest control devices or equipment that may be used in the performance of this agreement.

- Proposed Methods for Monitoring and Detections:

  The Contractor shall describe methods and procedures to be used for identifying sites of pest harborage and access, and for making objective assessments of pest control population levels throughout the term of the agreement.

- Service Schedule for Each Building or Site:

  The Contractor shall provide complete service schedules that include frequency of Contractor visits, specific day(s) of the month of Contractor visits, and approximate duration for each building or site visit.

- Description of any Structural or Operational Changes that would facilitate the Pest Prevention and Pest Control effort:

The Contractor shall describe site-specific solutions for observed sources of pest food, water, harborage, and access.

- Documentation and Reporting:

  The County requires electronic field ticketing and/or electronic signatures upon completion of a site visit. The County prefers an electronic reporting system that is searchable and organized to provide at a minimum; location, dates of services, services performed, service charge, and a digital copy of County representative or designee signature. Electronic records are also preferred for keeping track of which pests were treated, what pesticides, rodenticides or other treatments were used at each location and any potential risks identified along with a recommended course of action during each visit.

Vendor/Contractors that do not have electronic reporting will be required to submit their reporting capabilities in order to be considered for award.

Vendor/Contractor shall be responsible for carrying out work according to the approved IPMP. The Contractor shall receive the concurrence of the Facilities Manager or designee prior to implementing any subsequent changes to the approved IPMP, including additional or replacement pesticides and on-site service personnel.

Rodent Control:

All rodent services will be on a as needed basis and shall include at minimum:

- Trapping and removal of rodents
- Sealing/patching/exclusion services, if needed
- Warranty and optional extended warranty

Indoor/Outdoor Trapping:

As a general rule, rodent control inside or outside of buildings shall be accomplished with trapping devices only. All such devices shall be concealed out of the general view and in protected areas and will not be affected by routine cleaning and other operations. Trapping devices shall be initially checked within 24 hours after placement, and afterward, on a schedule approved by the Building Maintenance Supervisor or designee. The Contractor shall be responsible for disposing of all trapped rodents and all rodent carcasses in an appropriate manner.

Use of Rodenticides:

In exceptional circumstances, when rodenticides are deemed essential for adequate rodent control inside buildings, the Contractor shall obtain approval of the Building Maintenance Supervisor or designee prior to making any interior rodenticide treatments. All rodenticides, regardless of packaging, shall be placed either in locations not accessible to children, pets, wildlife, and domestic animals, or in Environment Protection Agency (EPA)- approved tamper-resistant bait boxes. As a rule, rodenticide application outside buildings shall emphasize the direct treatment of rodent burrows wherever feasible.

Use of Bait Boxes:

All bait boxes shall be maintained in accordance with EPA regulations, with an emphasis on the safety of non-target organisms. The Contractor shall adhere to the following:

- All bait boxes shall be placed out of the general view, in locations where they will not be disturbed by routine operations.

- The lids of all bait boxes shall be securely attached or anchored to the floor, ground, wall, or other immovable surface, so that the box cannot be picked up or moved.
- The lids of all bait boxes shall be securely locked or fastened shut.
- Bait shall always be secured in the feeding chamber of the box and never placed in the runway or entryways of the box.

Termite Control:

Each termite control service will be handled on an as-needed basis as directed by the County Facilities Manager or designee. Pests include all types of termites. These services are not included in the costs for scheduled monthly services.

Contractor shall:

- Provide recommendations to the County Facilities Manager or designee regarding the types of termite control best suited for each specific instance.
- Treat all termite instances with the products and in the manner approved by the County.
- Provide a good faith estimate on a square foot or cubic foot basis, to the County's Facilities Manager or designee prior to commencing treatment.
- If initial service is not adequate for the elimination of the termites, perform additional treatments at no additional charge to the County until the problem is eliminated. NOTE: The County will only pay for the initial treatment for a specific termite problem in a specific area within a one-year period.
- Contractor must include any follow-up treatments in its cost when initial treatments and follow-up treatments are required.
- Unless otherwise instructed by the County, Vendor/Contractor shall provide tenting only during weekends and holidays.
- Perform drywood termite extermination by using the fumigation tenting method when less invasive measures have been deemed by the County as non-affective.
- Contractor shall monitor all tenting during the fumigation process.
- Contractor shall provide at least $1,000,000 termite damage repair warranty on all buildings tented or otherwise treated for termites.
- Contractor shall photograph any preexisting damage from termites prior to tenting.
- Contractor shall provide a warranty against termite infestations for at least one (1) full year after the initial treatment.
- Contractor shall offer an extended warranty once initial warranty expires.
- Upon request by the County, Contractor shall provide an evaluation of a particular site for termite activity, species identification, and/or determine proper method of treatment at no additional cost to the County.

TECHNICAL REQUIREMENTS:

At minimum, Contractor shall:

Ensure compliance with any National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA), Environmental Protection Agency (EPA), requirements as well as all other applicable federal, state and local laws and regulations.

Be responsible for application of pesticides according to the label. Transport, handling, and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable federal, state, and local laws and regulations. The Contractor shall not store any pesticide product or equipment in the buildings specified in this contract.

Be responsible for proper, legal disposal of materials at an off-site, approved disposal site. Contractor shall not dispose of any chemicals, cleaners, dead or dying pests, petroleum products, nor their packages, on County property, nor into the drains, storm drains, sewer systems, or into the refuse containers.

Maintain records of pesticides, rodenticides or other treatments that were used within each building. Records shall include the span of time each different type of pesticide or rodenticide was used, the areas to which it was applied and the reasons for changes from one type to another. Records shall also indicate if any non-chemical methods were implemented. Maintain records of pests treated. Records shall include dates of monitoring or scouting. Contractor shall identify the specific types of pests for treatment (e.g., roach or ant is insufficient; records must identify what type of roach or ant will directly affect treatment method). Treatment method for each pest shall be identified (e.g., gel bait, crack/crevice treatment, pesticide/rodenticide, or non-chemical methods were considered and implemented). Records shall also include any recommendations for preventing future pests. All records shall be furnished to the City upon request.

Notify the County of any termite or rodent activity discovered during services and shall be included on all reporting.

Provide SDS to each location for all toxic substances in accordance with Florida Statues Chapter 442, The Right to Know Law, which mandates on-site SDS for all toxic substances appearing in the workplace.

8. PRICING PROPOSAL

ITB NO.26-T01231. - Pest Control Services

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

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

GENERAL PEST CONTROL SERVICES

Vendor shall submit pricing per SF of the estimated quantities listed. Pricing shall include but not limited to labor, materials, equipment, and any incidentals to provide services as specified in the Scope of Work. This is an indefinite quantity contract with no guarantee of the use of services or guarantee of a minimum or maximum dollar amount to be expended. All work shall be in strict compliance with Federal, State, and Local laws.

Line Item	Description	Quantity	Unit of Measure	Cost / SF	Total Cost / Month	Total Cost / Annual
	FACILITIES					
1	ANIMAL SERVICES 16110 Aviation Loop, Brooksville, FL 34604	14,995	SF	$.004	$59.98	$719.76
2	BROOKSVILLE HEALTH DEPT 300 S. Main Street Brookville, FL 34601	115,637	SF	$.001	$120.2625	$1,443.1498
3	CARE ATC / CIGNIA 20186 Cortez Blvd. Brooksville, FL 34601	4,630	SF	$.003	$13.89	$166.68
4	CHINSEGUT HILL 22495 Chinsegut Hill Rd. Brooksville, FL 34604	21,746	SF	$.003	$65.238	$782.856
5	COUNTY ADMINISTRATION 15470 Flight Path Dr. Brooksville, FL 34604	14,860	SF	$.004	$59.44	$713.28
6	EAST SIDE LIBRARY 6457 Windmere Blvd. Brooksville, FL 34602	803	SF	$.004	$3.212	$38.544
7	EMERGENCY OPER CENTER 18900 Cortez Blvd. Brooksville, FL 34601	19,000	SF	$.004	$76.00	$912.00

Line Item	Description	Quantity	Unit of Measure	Cost / SF	Total Cost / Month	Total Cost / Annual
8	EXTENSION OFFICE 16110 Aviation Loop Brooksville, FL 34604	5,143	SF	$.003	$15.429	$185.148
9	GOVT CENTER / COURT HOUSE 20 N. Main St. Brooksville, Fl 34601	174,888	SF	$.001	$174.888	$2,098.656
10	JAIL 16425 Spring Hill Dr. Brooksville, FL 34604	15,450	SF	$.003	$46.35	$556.20
11	LITTLE RED SCHOOL HOUSE 1208 Kenlake Ave. Spring Hill, FL 34606	2,709	SF	$.004	$10.836	$130.032
12	LYKES LIBRARY 238 Howell Ave. Brooksville, FL 34601	9,091	SF	$.003	$27.273	$327.276
13	RECORD STORAGE 234 E. Jefferson St. Brooksville, FL 34601	15,063	SF	$.003	$45.189	$542.268
14	SHERIFF'S BUILDING 18900 Cortex Blvd. Brooksville, FL 34601	38,704	SF	$.002	$77.408	$928.896
15	SHERIFF'S COMM CENTER 601 M.L.K. Blvd. Brooksville, FL 34601	1,600	SF	$.004	$6.40	$76.80
16	SPRING HILL LIBRARY 9220 Spring Hill Dr. Spring Hill, FL 34608	10,055	SF	$.003	$30.165	$361.98
17	SPRING LAKE COMM CTR 4184 Spring Lake Hwy. Brooksville, FL 34601	1,916	SF	$.004	$7.664	$91.968
18	STATE ATTORNEY STORAGE 214 Ponce De Leon Blvd. Brooksville, FL. 34601	900	SF	$.004	$3.60	$43.20
19	SUPERVISOR OF ELECTION LEASE 16264 Spring Hill Dr. Brooksville, FL 34604	6,500	SF	$.003	$19.50	$234.00
20	SUPER OF ELEC WAREHOUSE 3461 Bob Hartung Ct. Spring Hill, FL 34606	5,065	SF	$.003	$15.195	$182.34
21	WEST SIDE HEALTH DEPARTMENT 7551 Forest Oaks Blvd. Spring Hill, FL 34606	56,497	SF	$.002	$112.994	$1,355.928

Line Item	Description	Quantity	Unit of Measure	Cost / SF	Total Cost / Month	Total Cost / Annual
22	WEST SIDE LIBRARY 6335 Blackbird Ave. Brooksville, FL 34613	113,076	SF	$.001	$113.076	$1,356.912
23	WEST SIDE GOVERNMENT CENTER 7415-7525 Forest Oaks Blvd. Spring Hill, FL 34606	30,453	SF	$.002	$60.906	$730.872
24	WEST SIDE TAX COLLECTOR 7701 Forest Oaks Blvd. Spring Hill, FL 34606	15,718	SF	$.003	$47.154	$565.848
	MISCELLANEOUS FACILITIES					
25	AIRPORT ADMINISTRATION 15800 Flight Path Dr. Brooksville, FL 34604	5,600	SF	$.003	$16.80	$201.60
26	AIRPORT TOWER 2878 Control Tower Dr. Brooksville, FL 34604	3,456	SF	$.004	$13.824	$165.888
27	DEVELOPMENT DEPARTMENT 789 Providence Blvd. Brooksville, FL 34601	23,623	SF	$.003	$70.869	$850.428
28	DPW COMPOUND 1525 E. Jefferson St. Brooksville, FL 34601	34,136	SF	$.002	$68.272	$819.264
29	DPW WAREHOUSE 1525 E. Jefferson St. Brooksville, FL 34601	5,000	SF	$.003	$15.00	$180.00
30	ERNIE WEAVER TOWER SITE 19300 Youth Dr. Brooksville, FL 34601	332	SF	$.004	$1.328	$15.936
31	FLORIDA POWER TOWER SITE 11010 Cortez Blvd. Brooksville, FL 34608	299	SF	$.004	$1.196	$14.352
32	RIDGE MANOR TOWER SITE 7052 Treiman Rd. Webster, FL 33597	242	SF	$.004	$.968	$11.616
33	SURPLUS FACILITY 1545 E. Jefferson St. Brooksville, FL 34601	1,650	SF	$.004	$6.60	$79.20
34	TRANSIT OPS (THE BUS) 700 Aeriform Dr. Brooksville, FL 34601	1,440	SF	$.004	$5.76	$69.12
35	UTILITIES ADMINISTRATION 15365 Cortez Blvd. Brooksville, FL 34613	29,318	SF	$.002	$58.636	$703.632

Line Item	Description	Quantity	Unit of Measure	Cost / SF	Total Cost / Month	Total Cost / Annual
36	UTILITIES WAREHOUSE 15400 Wiscon Rd. Brooksville, FL	14,000	SF	$.003	$42.00	$504.00
37	UTILITIES-LANDFILL 14450 Landfill Rd. Brooksville, FL	5,528	SF	$.003	$16.584	$199.008
38	UTILITIES EAST TRANSFER STATION 33070 Cortez Blvd. Brooksville, FL	300	SF	$.004	$1.20	$14.40
39	UTILITIES WEST TRANSFER STATION 2525 Osowaw Blvd. Brooksville, FL	480	SF	$.004	$1.92	$23.04
	PARKS FACILITIES					
40	ANDERSON SNOW PARK 1360 Anderson Snow Blvd. Spring Hill, FL 34609	2,029	SF	$.004	$8.116	$97.392
41	CYPRESS LAKE HOUSE 32375 Cortez Blvd. Ridge Manor, FL	2,258	SF	$.004	$9.032	$108.384
42	DELTA WOODS PARK 3400 Deltona Blvd. Spring Hill, FL 34606	692	SF	$.004	$2.768	$33.216
43	ERNIE WEAVER CONCESSION (2) 19473 Youth Dr. Brooksville, FL 34601	1,013	SF	$.004	$4.052	$48.624
44	KENNEDY PARK 899 Kennedy Blvd. Brooksville, FL 34601	3,117	SF	$.004	$12.468	$149.616
45	SPRING HILL LAKE HOUSE 1206 Kenlake Ave. Spring Hill, FL 34606	4,036	SF	$.004	$16.144	$193.728
46	PARKS MAINTENANCE 16161 Flight Path Dr. Brooksville, FL 34604	7,500	SF	$.003	$22.50	$270.00
47	PIONEER PARK CONCESSION 6799 Pinehurst Dr. Spring Hill, FL 34606	272	SF	$.004	$1.088	$13.056
48	RIDGE MANOR CONCESSION 34030 Ridge Manor Blvd. Ridge Manor, FL 33523	969	SF	$.004	$3.876	$46.512

Line Item	Description	Quantity	Unit of Measure	Cost / SF	Total Cost / Month	Total Cost / Annual
49	VETERANS PK CONCESSION 12254 Spring Hill Dr. Spring Hill, FL 34609	1,139	SF	$.004	$4.556	$54.672
50	WATERWAYS MAINTENANCE TEMP 4170 Pine Dale Ct. Hernando Beach, Fl 34609	400	SF	$.004	$1.60	$19.20
	FIRE RESCUE FACILITIES					
51	FIRE STATION 1 1479 Parker Ave. Spring Hill, FL 34606	5,260	SF	$.004	$21.04	$252.48
52	FIRE STATION 2 & Training Building 3445 Bob Hartung Ct. Spring Hill, FL 34606	10,197	SF	$.003	$30.591	$367.092
53	FIRE STATION 3 13240 Spring Hill Dr. Spring Hill, FL 34609	7,510	SF	$.003	$22.53	$270.36
54	FIRE STATION 4 5083 Mariner Blvd Spring Hill, FL 34608	5,694	SF	$.003	$17.082	$204.984
55	FIRE STATION 5 9490 Eldridge Rd Spring Hill, FL 34608	12,758	SF	$.003	$38.274	$459.288
56	FIRE STATION 6 3451 Shoal Line Blvd. Spring Hill, FL 34607	7,792	SF	$.003	$23.376	$280.512
57	FIRE STATION 7 26671 Mondon Hill Brooksville, FL 34601	6,114	SF	$.003	$18.342	$220.104
58	FIRE STATION 8 32409 Cortez Blvd. Ridge Manor, FL 33523	4,980	SF	$.003	$14.94	$179.28
59	FIRE STATION 9 24064 Lake Lindsey Brooksville, FL 34601	3,456	SF	$.004	$13.824	$165.888
60	FIRE STATION 10 85 Veterans Ave. Brooksville, FL 34601	12,662	SF	$.003	$37.986	$455.832
61	FIRE STATION 11 6388 Barclay Spring Hill, FL 34613	5,956	SF	$.003	$17.868	$214.416

Line Item	Description	Quantity	Unit of Measure	Cost / SF	Total Cost / Month	Total Cost / Annual
62	FIRE STATION 12 6335 Ovenbird Spring Hill, FL 34613	4,890	SF	$.003	$14.67	$176.04
63	FIRE STATION 13 15370 Centralia Brooksville, FL 341614	4,926	SF	$.003	$14.778	$177.336
64	FIRE STATION 14 3001 Broad St. Brooksville, FL 34604	6,003	SF	$.003	$18.009	$216.108
65	FIRELOGISTICS 7300 Winter St. Brooksville, FL 34613	24,049	SF	$.003	$72.147	$865.764
66	TRAINING/FIRE PREVENTION 60 Veterans Ave. Brooksville, FL 34601	8,997	SF	$.003	$26.991	$323.892
TOTAL					**$2,021.6545**	**$24,259.8538**

TERMITE INSPECTION AND TREATMENT

Vendor shall submit pricing per SF of the estimated quantities listed. Pricing shall include but not limited to labor, materials, equipment, and any incidentals to provide services as specified in the Scope of Work. This is an indefinite quantity contract with no guarantee of the use of services or guarantee of a minimum or maximum dollar amount to be expended. All work shall be in strict compliance with Federal, State, and Local laws.

Line Item	Description	Quantity	Unit of Measure	Cost / SF	Total Cost / Annual Inspection and Treatment
FACILITIES					
67	BROOKSVILLE HEALTH DEPT 300 S. Main Street Brookville, FL 34601	115,637	SF	$.004	$462.548
68	CHINSEGUT HILL 22495 Chinsegut Hill Rd. Brooksville, FL 34604	21,746	SF	$.006	$130.476
69	EAST SIDE LIBRARY 6457 Windmere Blvd. Brooksville, FL 34602	803	SF	$.008	$6.424

Line Item	Description	Quantity	Unit of Measure	Cost / SF	Total Cost / Annual Inspection and Treatment
70	EMERGENCY OPER CENTER 18900 Cortez Blvd. Brooksville, FL 34601	19,000	SF	$.006	$114.00
71	GOVT CENTER / COURT HOUSE 20 N. Main St. Brooksville, FL 34601	174,888	SF	$.004	$699.552
72	LYKES LIBRARY 238 Howell Ave. Brooksville, FL 34601	9,091	SF	$.006	$54.546
73	SHERIFF'S BUILDING 18900 Cortex Blvd. Brooksville, FL 34601	38,704	SF	$.005	$193.52
74	SPRING HILL LIBRARY 9220 Spring Hill Dr. Spring Hill, FL 34608	10,055	SF	$.006	$60.33
75	SPRING LAKE COMM CTR 4184 Spring Lake Hwy. Brooksville, FL 34601	1,916	SF	$.007	$13.412
76	WEST SIDE HEALTH DEPARTMENT 7551 Forest Oaks Blvd. Spring Hill, FL 34606	56,497	SF	$.005	$282.485
77	WEST SIDE GOVERNMENT CENTER 7415-7525 Forest Oaks Blvd. Spring Hill, FL 34606	30,453	SF	$.005	$152.265
78	DPW COMPOUND 1525 E. Jefferson St. Brooksville, FL 34601	34,136	SF	$.005	$170.68
TOTAL					**$2,340.238**

ADDITIONAL SERVICES

Vendor shall submit pricing for the quantities listed. Pricing shall include but not limited to labor, materials, equipment, and any incidentals to provide services as specified in the Scope of Work. This is an indefinite quantity contract with no guarantee of the use of services or guarantee of a minimum or maximum dollar amount to be expended. All work shall be in strict compliance with Federal, State, and Local laws.

Line Item	N/A	Quantity	Unit of Measure	Unit Cost	Markup (%)	Total
81	Labor rate for work performed during normal business hours (8:00am-5:00pm	1	HR	$65.00	0.%	$65.00
82	Labor rate for work performed outside normal business hours (excluding previously agreed upon work to be scheduled after hours/weekends/holidays)	1	HR	$95.00	0.%	$95.00
83	Call out rate, if applicable (including any minimum requirements)	1	HR	$125.00	0.%	$125.00
84	Monthly service cost for rodent box	1	MO	$3.00	0.%	$3.00
85	Cost of rodent box (including material ans installation)	1	EA	$25.00	0.%	$25.00
86	Unscheduled pest control services (square foot)	1	SF	$.004	0.%	$.004
87	Tenting/Fumigation as needed (square foot)	1	SF	$1.80	0.%	$1.80
88	Out of scope supplies percentage mark-up	1	% Markup	$0.00	15.%	$0.00
TOTAL						**$314.804**

LOCAL VENDOR AFFIDAVIT OF ELIGIBILITY

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

1. This sworn statement is submitted to

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

by Mark Ringlstetter, VP of Technical Services
[Print individual's name and title]

for Truly Nolen of America, Inc.
[Print name of Company/Individual submitting sworn statement]

Whose business address is 4842 N Florida Ave, Tampa, FL 33603

(If applicable) its Federal Employer Identification Number (FEIN) is 86-0169166

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

2. **LOCAL PREFERENCE ELIGIBILITY**

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

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

   C. **Copy of Florida Division of Corporations Annual Report submitted with affidavit: YES ____ NO _____**

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

[Signature]

[Date] 3/25/2026

State of Arizona
County of Pima
The foregoing instrument was acknowledged before me this 25th day of March, 2026
by Mark Ringlstetter
who is personally known to me ✓
or who has produced _____ as identification
and who did take an oath.

Notary Public: Kathy Hartung
My Commission Expires: 7-31-2027

KATHY HARTUNG
Notary Public - Arizona
Pima County
Commission # 651789
My Commission Expires
July 31, 2027

CORPORATE AFFIDAVIT

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

STATE OF ~~FLORIDA~~ Arizona]

COUNTY OF ~~HERNANDO~~] Pima

Mark Ringlstetter being duly sworn, deposes and says that he is secretary of

Truly Nolen of America, Inc., a corporation organized and existing under and by

virtues of the laws of the State of Florida, and having its principal office at:

434 S Williams Blvd, Tucson, AZ 85711 (Address)

Affiant further says that he is familiar with the records, minute books and bylaws of

Truly Nolen of America, Inc. (Name of Corporation) of the

corporation, is duly authorized to sign as VP of Technical Services (Title)

the Bid for Truly Nolen of America, Inc. for said corporation by virtues of:

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

Affiant

Sworn to before me this 21st day of April, 2026.

Notary Public

This document should be completed and returned with your submittal.

KATHY HARTUNG
Notary Public - Arizona
Pima County
Commission # 651789
My Commission Expires
July 31, 2027

Nova Southeastern University
3300 S. University Drive
Fort Lauderdale, Florida 33328

NSU Florida
NOVA SOUTHEASTERN UNIVERSITY

REFERENCE CHECK FORM
(Please print or type)

Proposer Instructions: Fill out top portion of the form and provide it to the referring firm.

ITN Number: 1720198344	
Title: PM	**NSU-ITN - Interior Pest Control**
Proposer / Respondent Firm:	
Reference Firm:	
Email: RValle@cwresources.org	Phone # 850-461-4842
Contact Person: Richard Valle	

Reference Instructions: The Proposer above has given your name to NSU as a reference. Please complete all the information below, sign physically or electronically, and return the form to the requesting party.

1. Please describe the scope of work awarded under the contract your entity has with the above referenced firm. What type of service did the contractor perform? Pest controle : lawn care
2. What category of services does your agency or entity provide? Is the organization public or private? Contract servic Private
3. Did the firm successfully complete the scope of services on time and within the specifications of the project(s)? Yes
4. What problems or challenges if any did you encounter during this project and or contract? none
5. How would you rank the overall level of satisfaction with the Contractor on a scale of (1) being low to (10) being high, for the following categories?

CATEGORY	RANK (1-10)	CATEGORY	RANK (1-10)
Professionalism	10	Final Project	9
Qualifications	9	Cooperation	10
Project Budget Control	9	Reliability	10

6. If given an opportunity, would you extend your current contract or offer a new contract to this Contractor?

(Yes)		No		Maybe	

7. Please provide any additional comments.

Thank you.

Note: All references must be submitted "complete" and included in the ITN Proposal reply submitted by the specified proposal deadline.

Note: NSU "may not" be used as a reference if the firm is currently doing business with NSU.

Referring Contact Signature

Nova Southeastern University
3300 S. University Drive
Fort Lauderdale, Florida 33328

NSU Florida
NOVA SOUTHEASTERN UNIVERSITY

REFERENCE CHECK FORM

(Please print or type)

Proposer Instructions: Fill out top portion of the form and provide it to the referring firm.

ITN Number: 1720198344	
Title:	**NSU-ITN - Interior Pest Control**
Proposer / Respondent Firm:	
Reference Firm:	
Email:	Telephone#:
Contact Person:	

Reference Instructions: The Proposer above has given your name to NSU as a reference. Please complete all the information below, sign physically or electronically, and return the form to the requesting party.

1. Please describe the scope of work awarded under the contract your entity has with the above referenced firm. What type of service did the contractor perform? Monthly Pest Control
2. What category of services does your agency or entity provide? Is the organization public or private? Private
3. Did the firm successfully complete the scope of services on time and within the specifications of the project(s)? Yes
4. What problems or challenges if any did you encounter during this project and or contract? No
5. How would you rank the overall level of satisfaction with the Contractor on a scale of (1) being low to (10) being high, for the following categories?

CATEGORY	RANK (1-10)	CATEGORY	RANK (1-10)
Professionalism	10	Final Project	10
Qualifications	10	Cooperation	10
Project Budget Control	10	Reliability	10

6. If given an opportunity, would you extend your current contract or offer a new contract to this Contractor?

Yes	X	No		Maybe	

7. Please provide any additional comments. No.

Thank you.

Note: All references must be submitted "complete" and included in the ITN Proposal reply submitted by the specified proposal deadline.

Note: NSU "may not" be used as a reference if the firm is currently doing business with NSU.

[signature] 11/5/25

Referring Contact Signature

Nova Southeastern University
3300 S. University Drive
Fort Lauderdale, Florida 33328

NSU Florida
NOVA SOUTHEASTERN UNIVERSITY

REFERENCE CHECK FORM

(Please print or type)

Proposer Instructions: Fill out top portion of the form and provide it to the referring firm.

ITN Number: 1720198344	
Title:	**NSU-ITN - Interior Pest Control**
Proposer / Respondent Firm:	Truly Nolen
Reference Firm:	City of North Lauderdale
Email: mjacques@nlauderdale.org	Telephone#: (954) 722-0900 x4810
Contact Person: Myriam Jacques	

Reference Instructions: The Proposer above has given your name to NSU as a reference. Please complete all the information below, sign physically or electronically, and return the form to the requesting party.

1. Please describe the scope of work awarded under the contract your entity has with the above referenced firm. What type of service did the contractor perform? General pest control service for ants, spiders, roaches, silverfish once per month with call backs as needed
2. What category of services does your agency or entity provide? Is the organization public or private?
   This is a municipality within Broward County
3. Did the firm successfully complete the scope of services on time and within the specifications of the project(s)?
   Yes. Truly Nolen treats at least once per month 19 city-owned buildings. None.
4. What problems or challenges if any did you encounter during this project and or contract?
   City sometime requires change in schedule, which Truly Nolen agrees to do
5. How would you rank the overall level of satisfaction with the Contractor on a scale of (1) being low to (10) being high, for the following categories?

CATEGORY	RANK (1-10)	CATEGORY	RANK (1-10)
Professionalism	10	Final Project	10
Qualifications	10	Cooperation	10
Project Budget Control	10	Reliability	10

6. If given an opportunity, would you extend your current contract or offer a new contract to this Contractor?

Yes		No		Maybe	

7. Please provide any additional comments.
   Truly Nolen is very professional , responsive, with reasonable prices

Thank you.

Note: All references must be submitted "complete" and included in the ITN Proposal reply submitted by the specified proposal deadline.

Note: NSU "may not" be used as a reference if the firm is currently doing business with NSU.

Myriam Jacques

Referring Contact Signature



STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date	File No.	Expires
February 5, 2025	JB925	January 31, 2026

THE **PEST CONTROL COMPANY FIRM** NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: **January 31, 2026**

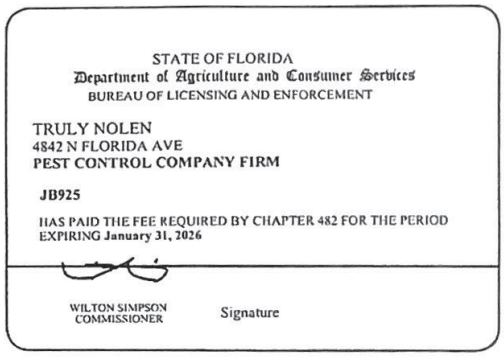
AT

4842 N FLORIDA AVE
TAMPA, FL 33603

TRULY NOLEN
4842 N FLORIDA AVE
TAMPA, FL 33603

Fumigation
General Household Pest and Rodent Control
Lawn and Ornamental
Termite and Other WDO Control

WILTON SIMPSON, COMMISSIONER



STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

TRULY NOLEN
4842 N FLORIDA AVE
PEST CONTROL COMPANY FIRM

JB925

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING **January 31, 2026**

WILTON SIMPSON
COMMISSIONER

Signature

Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

HERNANDO COUNTY EMPLOYMENT DISCLOSURE CERTIFICATION STATEMENT

March 25, 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 [X] 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 [X] 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:

adam.daly@trulynolen.com	4842 N Florida Ave, Tampa, FL 33603
(Email address)	(Address)
	561-319-5059
(Signature required)	(Phone)
Mark Ringlstetter	
(Print name)	(Fax)
VP of Technical Service	86-0169166
(Print title)	(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.

Anti-Human Trafficking Affidavit

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

1. My name is Mark Ringlstetter 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 Truly Nolen of America, Inc., a non-governmental entity (the "Nongovernmental Entity"). I am authorized to provide this affidavit on behalf of Nongovernmental Entity.

3. Neither Nongovernmental Entity, nor any of its subsidiaries or affiliates, uses *coercion* for *labor* or *services*, as such italicized terms are defined in Fla. Stat. § 787.06, as it may be amended from time to time.

4. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Governmental Entity and no contracts may be executed, renewed, or extended between the parties.

5. This declaration is made pursuant to Fla, Stat. § 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties.

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

FURTHER AFFIANT SAYETH NAUGHT.

Truly Nolen of America, Inc.

Name of Nongovernmental Entity

Mark Ringlstetter

Printed Name of Affiant

VP of Technical Services

Title of Affiant



Signature of Affiant

03/25/2026

Date

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

ADDENDA REPORT

T No. 25-T001174/GB

Household Hazardous Waste Transportation & Disposal Services

RESPONSE DEADLINE: March 9, 2026 at 10:00 am

Friday, March 20, 2026

Addenda Issued:

Addendum #1
Feb 10, 2026 3:03 PM
Attachments:
· Addendum 1_25-T001174 HH Hazardous Waste

Addendum #2
Feb 24, 2026 12:38 PM
Addendum No. 2

Attachments:
· Addendum 2_25-T001174 HH Hazardous Waste -fh

Addendum #3
Feb 27, 2026 8:09 AM
Addendum #3

Attachments:
· Addendum 3_25-T001174 HH Hazardous Waste -fh

Addenda Acknowledgements:

Addendum #1

Proposal	Confirmed	Confirmed At	Confirmed By
MXI Environmental Services LLC	X	Mar 6, 2026 2:11 PM	Peggy Snead
Action Environmental LLC	X	Mar 6, 2026 11:10 AM	Richard Kaiser
Enviroserve	X	Feb 17, 2026 3:07 PM	Devin Walker
Republic Services	X	Mar 2, 2026 10:48 AM	Mathew Gibson

Addendum #2

Proposal	Confirmed	Confirmed At	Confirmed By

MXI Environmental Services LLC	X	Mar 6, 2026 2:11 PM	Peggy Snead
Action Environmental LLC	X	Mar 6, 2026 11:10 AM	Richard Kaiser
Enviroserve	X	Feb 27, 2026 10:51 AM	Devin Walker
Republic Services	X	Mar 2, 2026 10:48 AM	Mathew Gibson

Addendum #3

Proposal	Confirmed	Confirmed At	Confirmed By
MXI Environmental Services LLC	X	Mar 6, 2026 2:11 PM	Peggy Snead
Action Environmental LLC	X	Mar 6, 2026 11:10 AM	Richard Kaiser
Enviroserve	X	Feb 27, 2026 10:51 AM	Devin Walker
Republic Services	X	Mar 2, 2026 10:48 AM	Mathew Gibson

SOLICITATION - OFFER - AWARD

SOLICITATION NO	SOLICITATION TITLE:	DATE ISSUED:	CONTRACT NO
26-T01231	Pest Control Services	March 18,2026	26-T01231

ISSUED BY	SUBMIT BID OFFER TO:
BOARD OF COUNTY COMMISSIONERS HERNANDO COUNTY, FLORIDA Brian Hawkins, Chair Jerry Campbell, Vice Chair John Allocco, Second Vice Chair Steve Champion Ryan Amsler	HERNANDO COUNTY PROCUREMENT DEPARTMENT 15470 FLIGHT PATH DRIVE BROOKSVILLE, FL 34604 Carla Rossiter-Smith Chief Procurement Officer

SOLICITATION

SEALED OFFERS, FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT DESCRIBED HEREIN WILL BE RECEIVED AT THE OFFICE OF Procurement DEPARTMENT, VIA HERNANDO COUNTY'S EPROCUREMENT PORTAL AT: http://secure.procurenow.com/portal/hernandocounty, ON **INSERT DUE DATE.** NO BID OFFERS WILL BE ACCEPTED AFTER THE ABOVE STIPULATED DATE AND TIME. THIS IS AN ADVERTISED SOLICITATION AND THE RESPONDING BIDDERS WILL BE PUBLICLY READ IN THE PURCHASING AND CONTRACTS CONFERENCE ROOM AT **10:00 A.M. ON INSERT DUE DATE.** PURSUANT TO FS 119.071 (current version), SEALED BIDS, PROPOSALS, OR REPLIES RECEIVED BY AN AGENCY PURSUANT TO A COMPETITIVE SOLICITATION ARE EXEMPT FROM FINAL INSPECTION UNTIL SUCH TIME AS THE AGENCY PROVIDES NOTICE OF AN INTENDED DECISION OR UNTIL THIRTY (30) DAYS AFTER OPENING THE BIDS, PROPOSALS, OR FINAL REPLIES, WHICHEVER IS EARLIER.

ITEM NO.	DESCRIPTION OF SERVICE/SUPPLIES/EQUIPMENT	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	The Vendor/Contractor will supply all materials, labor, and equipment in order to accomplish the Pest Control Services, as described in the specifications. (SEE ATTACHED SPECIFICATIONS)	X	XXXXX	XXXXXXXXX	$_26,600.09_

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	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN BID OFFER:	
Truly Nolan of America, Inc. Company Name 4842 N. Florida Ave. Address Tampa, FL 33603 City State Zip Code (813) 238-89189 adam.daly@trulynolen.com Phone Number Fax Number Email Address	BIDDER'S SIGNATURE Print Name Adam Daly Title Government Consultant	OFFER DATE 05/21/2026

AWARD

(TO BE COMPLETED BY COUNTY)

REVIEWED FOR LEGAL SUFFICIENCY	LR NO.: LR 2025 65 8	BY:
ACCEPTED AS TO ITEM(S) NO	AMOUNT	ACCOUNTING CODE

SUBMIT INVOICES TO	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ACCEPTANCE AND AWARD FOR THE COUNTY:	
Hernando County 15470 Flight Path Drive Brooksville, FL 34604	Jerry Campbell Chairman SIGNATURE:	AWARD DATE: 6/9/2026

PEST CONTROL SERVICES

26-T01231

County of Hernando

15470 Flight Path Drive

Brooksville, FL 34604

County of Hernando

Pest Control Services

I. SOLICITATION .....
II. INTRODUCTION.....
III. AWARD .....
IV. DEFINITIONS AND SOLICITATION INSTRUCTIONS.....
V. GENERAL CONDITIONS.....
VI. SPECIAL CONDITIONS.....
VII. SCOPE OF WORK.....
VIII. PRICING PROPOSAL.....
IX. VENDOR QUESTIONNAIRE .....

1. SOLICITATION

ISSUED BY:

BOARD OF COUNTY COMMISSIONERS

HERNANDO COUNTY, FLORIDA

Jerry Campbell, Chairman

Ryan Amsler, Vice Chairman

Steve Champion, Second Vice Chairman

John Allocco

Brian Hawkins

SUBMIT BID OFFER TO:

HERNANDO COUNTY

PROCUREMENT DEPARTMENT

via Hernando County's ePROCUREMENT PORTAL

Carla Rossiter-Smith

Chief Procurement Officer

SEALED OFFERS, FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT DESCRIBED HEREIN WILL BE RECEIVED BY THE OFFICE OF PROCUREMENT, VIA THE COUNTY'S ePROCUREMENT PORTAL UNTIL 10:00 a.m., LOCAL TIME ON Monday, April 27, 2026. NO BID OFFERS WILL BE ACCEPTED AFTER THE ABOVE STIPULATED DATE AND TIME. THIS IS AN ADVERTISED SOLICITATION AND THE RESPONDING BIDDERS WILL BE PUBLICLY READ AT 15470 FLIGHT PATH DRIVE BROOKSVILLE, FL 34604 IN THE ADMINISTRATIVE CONFERENCE ROOM AT 10:00 a.m. ON Monday, April 27, 2026. PURSUANT TO FS 119.071 SEALED BIDS, PROPOSALS, OR REPLIES RECEIVED BY AN AGENCY PURSUANT TO A COMPETITIVE SOLICITATION ARE EXEMPT FROM INSPECTION UNTIL SUCH TIME AS THE AGENCY PROVIDES NOTICE OF AN INTENDED DECISION OR UNTIL THIRTY (30) DAYS AFTER OPENING THE BIDS, PROPOSALS, OR FINAL REPLIES, WHICHEVER IS EARLIER.

Procurement Contact Information:

Gretchen Bechtel, Contract Agent II

(352) 754-4013

gbechtel@co.hernando.fl.us

2. INTRODUCTION

2.1. ADVERTISEMENT OF BID

INVITATION TO BID

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

TERM CONTRACT ITB NO. SOLICITATION # 26-T01231

FOR

Pest Control Services

The Hernando County Board of County Commissioners is currently seeking qualified vendors who are experienced pest management professionals to deliver comprehensive pest control services throughout all facilities owned and operated by the county.

Offers for furnishing the above will be received and accepted up to 10:00 a.m. (local time), Monday, April 27, 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:

A. A Non-Mandatory Pre-Bid Conference will be held Wednesday, March 25, 2026 at 10:00 am at the Hernando County DPW Engineering Conference Room, 1525 E. Jefferson St. Brooksville, FL 34601.

B. A Site Visit will immediately follow the Pre-Bid Conference.

3. AWARD

UPON AWARD, PLEASE SUBMIT INVOICES TO:

Hernando County

Facilities

1525 E. Jefferson St.

Brooksville, Florida 34601

4. DEFINITIONS AND SOLICITATION INSTRUCTIONS

4.1. DEFINITION OF TERMS

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

A. **BIDDER:** The dealer/manufacturer, Vendor/Contractor or business organization submitting a bid to the County in response to this solicitation. Sometimes referred to as "proposer" or "respondent".

B. **CHANGE ORDER:** The written order issued by the County, County Designated Representative or Engineer, to the Vendor/Contactor and signed by the Vendor/Contractor and County authorizing an addition, deletion, or revision in the goods, services and/or work to be provided under the Contract or an adjustment in the contract price or contract time, after the effective date of the signed contract.

C. **CONTRACT:** The written agreement executed by the County and Vendor/Contractor for the performance of work and the other documents (including but not limited to the Solicitation-Offer-Award in its entirety, and the plans, specifications, notice to bidders, proposal, surety bonds, addenda, bid documents and other documents) whether attached thereto or not.

D. **COUNTY:** The Board of County Commissioners, Hernando County, or its duly authorized representative.

E. **F.S.:** Florida Statutes version in effect on the effective date of the contract, unless otherwise indicated.

F. **PUBLIC OPENING**: The opening of the bids or proposals received in response to this solicitation, and the announcing of the bidders/proposers that submitted the bids/proposals received in response to this solicitation, in the presence of the public.

G. **SOLICITATION:** This Invitation to Bid ("ITB"), Request for Proposals ("RFP") or Request for Quotes ("RFQ"), whichever applies.

H. **VENDOR/CONTRACTOR:** The bidder awarded a contract by the County for the furnishing of goods or services.

4.2. AVAILABILITY OF BIDDING DOCUMENTS

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

4.3. PREPARATION OF BID

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

A. Interested firms are required to register via the County's eProcurement Portal . Once registered, to submit a response please click on the "DRAFT RESPONSE" button and provide an answer to all of the prompts/questions. You must respond to all required questions, and, if any, acknowledge addenda so that your response will be considered complete by the County. Bidders submitting more than one (1) bid with different pricing shall cause the Bidder to be rejected. All bids are subject to the conditions specified herein. Those, which do not comply with these conditions, may be subject to rejection.

B. Submit Bids via the Hernando County's eProcurement Portal. The responsibility for delivering the bid to the County on or before the stated time and date will be solely and strictly the responsibility of the Bidder. The County will be in no way responsible for delays caused by wi-fi connection or speed, power outage or any other occurrence.

1. Bids will be rejected unless submitted electronically via the County's eProcurement Portal along with all required bid line items. All bid forms enclosed are required to be completed and submitted using the instructions listed herein.

2. The County will not honor any explanation or change in the bid documents unless a written addendum has been issued.

3. The County reserves the right to reject any and all bids and to waive any informalities related thereto.

4. All bids must be firm for a period of ninety (90) days after the time set for opening bids. Upon award, prices quoted will be in effect for the term of the contract.

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

6. Blank spaces in the bid must be properly filled in and the phraseology of the bid must not be changed. Additions must not be made to items mentioned therein and any unauthorized conditions, limiting any provision, attached to a bid shall render irregular and may cause its rejection.

7. Bidders are expected to make all investigations necessary to thoroughly inform themselves regarding all drawings, specifications, delivery requirements, performance requirements, site locations and all solicitation instructions to satisfy themselves of conditions affecting submission of their bid and the terms and cost of performing the contract. No pleas of ignorance by the Bidder of conditions that exist or may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis of varying the requirements of the County or the compensation of the Bidder. Bidder agrees that submittal of a bid for the work is prima facie evidence they have conducted such examinations.

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

4.4. BID OPENING:

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

4.5. QUESTIONS REGARDING SPECIFICATIONS OR BIDDING PROCESS

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

A. All questions relative to interpretation of the specifications or the bid process shall be addressed in writing via Hernando County's eProcurement Portal, 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. Oral answers will not be authoritative.

C. It will be the responsibility of the Bidder to visit eProcurement Portal to ensure 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: Wednesday, April 1, 2026

E. All addenda must be acknowledged via the County's eProcurement Poral. Failure of any Bidder to acknowledge any addenda may be found non-responsive and subject to rejection.

4.6. COMMUNICATION

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

4.7. WITHDRAWAL OF BIDS:

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

4.8. BID PROTESTS:

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

4.9. FOREIGN COUNTRIES OF CONCERN

Pursuant to sec. 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 sec. 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. CONTRACT PERIOD:

A. The Contract resulting from this solicitation shall be a term contract for the time period specified herein. During the specified time period, the County may order services/supplies as the requirements generate and the Vendor/Contractor will deliver the services/supplies ordered. It is understood that the County is not obligated to purchase any specific amount of services/supplies under this agreement.

B. The period of the Contract shall extend for 3 years from contract effective date.

C. **Renewal Option (Unilateral)**: At the sole option of the County, through the Board of County Commissioners or Chief Procurement Officer or Designee, this Contract may be unilaterally renewed, for 2 (two) additional year periods at the same prices, terms, and conditions. The County alone will determine whether or not this renewal option will be exercised based on its convenience and its best interest. The County will notify the Vendor/Contractor, in writing, no later than thirty (30) days prior to expiration of its decision to exercise this Contract renewal option and/or options. Any request by the Vendor/Contractor for consideration of a price adjustment must be submitted in writing to the County at the time of County notice of its decision to exercise Contract renewal (this provision), and the Vendor/Contractor must provide written evidence based on increased costs to the Vendor/Contractor. Documentation of these increases must be furnished to the County upon request. Any price adjustment (increase or decrease) approved by the County shall impose upon the Vendor/Contractor the requirement to advise and extend to the County price reductions when costs similarly decrease.

D. Either party may cancel this Contract, in whole or in part, by giving ninety (90) days prior notice in writing. However, the Vendor/Contractor shall not be authorized to exercise this cancellation option during the first one-hundred eighty (180) days of the Contract.

5.2. BID PRICE/SUBMITTAL REQUIREMENTS:

A. The prices bid shall remain firm during the period of the Contract. The prices bid shall be inclusive of all labor, equipment, and materials as specified within this solicitation. The price bid constitutes the total compensation payable to the Vendor/Contractor for performing the work.

B. Unless otherwise stated, the prices bid shall include all costs of packing, transporting, delivery, and services to the designated point within Hernando County.

C. The Bidder hereby certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, services, or equipment and is in all respects fair and without collusion or fraud.

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

D. The Bidder warrants that the prices of the items set forth herein do not exceed those charged by the Bidder under a contract with the State of Florida or any of its agencies.

E. **Bidder must submit the solicitation document in its entirety, including the Solicitation-Offer-Award cover sheet, Bid Specifications, Bid Form, and all required forms/certifications. Failure to submit these forms may render its bid as non-responsive.**

5.3. QUALIFICATION OF BIDDERS:

A. This bid shall be awarded to a responsive, responsible bidder, qualified by experience to provide the work specified. The Bidder will submit the following information with their bid:

1. List a brief description of substantially similar work (size and scope) for at least three (3) references of firms, and/or governmental agencies/entities satisfactorily completed with location, dates of contract, names, addresses, telephone numbers and email addresses of owners (see Questionnaire). These references must be for work performed within the past seven (7) years.
2. List of equipment and facilities available to do work.
3. List of personnel, by name and title, contemplated to perform the work.

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.

5.5. BID EVALUATION AND AWARD (continued) "All-or-None"

A. Award shall be made on an "All-or-None Total Offer" basis to the lowest, responsive, and responsible Bidder. However, the County reserves the sole right to reject any and all bids in accordance with the Hernando County Procurement Ordinance. Failure to provide a price for all areas upon the Bid Form may deem the Bidder's response/submission as non-responsive.

5.6. 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.

5.7. BID EVALUATION AND AWARD (continued) "Price per Location"

The bid price, per location, constitutes the total compensation payable to the Vendor/Contractor for performing all work specified within these contract documents. All duties, responsibilities, and obligations assigned to or undertaken by the Vendor/Contractor shall be at their expense without change in the contract price(s).

5.8. 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.

5.9. LOCAL PREFERENCE:

A. Purpose and Findings: These provisions apply to purchases using Formal Bids, Request for Proposals or Quotes. The County annually spends significant dollars on purchasing personal property, materials, and services, and in constructing improvements to real property or existing structures. The dollars used in making those purchases are derived, in large part, from taxes, fees and utility revenues paid by businesses located within Hernando County, and the County Commission has determined that funds generated in the community should, to the extent possible, be placed back into the local economy. Therefore, the County Commission has

determined that it is in the best interest of the County to give a preference to local businesses in making such purchases whenever the application of such a preference is reasonable in light of the dollar-value of bids and quotes received in relation to such expenditures.

B. Application:

1. In bidding for or letting contracts for procurement of supplies, materials, equipment, and services, as described in the procurement policies of the County, the Board of County Commissioners may give a preference to local businesses in making purchases or awarding contracts in an amount not to exceed:

    a. Five percent (5%) of the local business' total bid price if the cost differential does not exceed $10,000.00 for procurement activities in amounts over $50,000.00

2. The total bid price shall include not only the base bid price, but also all alterations to the base bid price resulting from alternates which were both part of the bid and actually purchased or awarded by the Board of County Commissioners.

3. In the case of requests for proposals or qualification, letters of interest, or other solicitations and competitive negotiations and selections in which objective factors are used to evaluate the responses, local businesses shall be assigned five percent (5%) of the total points of the total evaluation points.

C. Definitions:

1. Local vendor means a person or business entity which has maintained a permanent place of business with full-time employees within Hernando County for a minimum of twelve (12) months prior to the date bids or quotes were received for the purchase or contract at issue, and which generally provides from such permanent place of business the kinds of goods or services solicited, and which at the time of the solicitation fully complies with the local vendor eligibility identified below.

2. Local Vendor Affidavit of Eligibility shall accompany the quotation or bid submittal in order to be considered valid and shall include, but not be limited to, the following current information:

    a. A physical business and location address.

    b. Proof of payment of real property tax due to Hernando County.

    c. A copy of the firm's most recent annual corporation report to the Florida Division of Corporations.

    d. Any additional information necessary to verify local vendor status.

D. Competitive Bids/Quotes: The County reserves the exclusive right to compare, contrast and otherwise evaluate the qualifications, character, responsibility and financial qualifications of all

persons, firms, partnerships, companies, or corporations submitting formal bids or formal quotes in any procurement for goods and services when making an award in the best interests of the County.

E. Exemptions:

1. Purchases resulting from exigent emergency conditions where any delay in completion or performance would jeopardize public health, safety, or welfare of the citizens of the County, or where in the judgment of the County the operational effectiveness or a significant County function would be seriously threatened if a purchase was not made expeditiously.
2. Purchases with any sole source supplier for supplies, materials, or other equipment.
3. Purchases made through cooperative purchasing arrangements utilized by the Procurement Department as identified in the Procurement Policy.
4. Purchases that are funded in whole or in part by assistance from any Federal, State, or local agency where the program guidelines do not permit local preference.
5. Purchases with an estimated cost of less than $10,000.00 or less.
6. Appeal: If an application for a "local vendor/contractor" designation is denied, the applicant may appeal such decision to the County Administrator for review and further consideration.

5.10. HOURS:

Work may be performed between the hours of 8am-5pm, 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.

5.11. WARRANTIES:

The Bidder agrees that the supplies and services furnished under this award shall be covered by the most favorable commercial warranties the Bidder gives to any customer for comparable quantities of such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this award.

5.12. 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.

5.13. 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.

5.14. 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.

5.15. 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.

5.16. 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.

5.17. 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.

5.18. 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.

5.19. 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.

5.20. 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.

5.21. MODIFICATIONS/AMENDMENTS AND CHANGE ORDERS:

Without invalidating the contract, the County may, at any time or from time to time, through its Chief Procurement Officer or designee, order additions, deletions, or revisions in the work, the same being authorized by change order or contract modification/amendment. The cumulative total of change orders and/or modifications/amendments to this contract under $50,000.00 (cap) will be approved by the Chief Procurement Officer or its designee. Once the $50,000.00 cap is reached, all other additions, or revisions to this contract that exceed the "cap" are subject to approval by the Hernando County Board of County Commissioners through Board agenda item. Only upon receipt of a change order, or modification/amendment executed by the Vendor/Contractor and County (subject to approval by the Chief Procurement Officer and/or Board of County Commissioners – as applicable) shall the Vendor/Contractor be authorized to proceed with the work involved. All such work shall be executed under the applicable terms and conditions contained in the contract documents. In addition:

A. The County will execute an appropriate modification/amendment to the contract if such modification/amendment to the contract is approved by the Chief Procurement Officer or Board of County Commissioners (as approvable) and,

B. It is the Vendor/Contactor's responsibility to notify its surety of any changes affecting the general scope of the work/services or change of the contract price, and amount of the applicable bond(s) shall be adjusted accordingly.

5.22. 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).

5.23. 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.

5.24. LITIGATION/WAIVER OF JURY TRIAL:

This agreement shall be governed by and construed according to Florida law. Venue for any dispute or formal litigation concerning this agreement shall be in the appropriate court with territorial jurisdiction over Hernando County, Florida. In the event of a dispute or litigation, each party to such dispute or litigation shall be solely responsible for its own attorneys' fees and costs. This agreement shall not be construed for or against any party hereto, without regard to which party is wholly or partly responsible for its drafting. Each party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this contract and/or any other claim of injury or damage.

5.25. TERMINATION:

A. Termination for Default:

1. The County may, by written notice to the Vendor/Contractor, terminate this contract for default in whole or in part (delivery orders, if applicable) if the Vendor/Contractor fails to:

   a. Provide products or services that comply with the specifications herein or fails to meet the County's performance standards.

   b. Deliver the supplies or to perform the services within the time specified in this contract or any extension.

   c. Make progress so as to endanger performance of this contract.

   d. Perform any of the other provisions of this contract.

2. Prior to termination for default, the County will provide adequate written notice to the Vendor/Contractor through the Chief Procurement Officer, Procurement Department, affording them the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination

action and possible debarment. Such termination may also result in suspension or debarment of the Vendor/Contractor for a period of twelve (12) to twenty-four (24) months depending upon the severity of the Vendor/Contractor's action that caused the default in accordance with the County's Procurement Ordinance. The Vendor/Contractor and its sureties (if any) shall be liable for any damage to the County resulting from the Vendor/Contractor's default of the contract. This liability includes any increased costs incurred by the County in completing contract performance.

3. In the event of termination by the County for any cause, the Vendor/Contractor will have, in no event, any claim against the County for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the County the Vendor/Contractor shall:

   a. Stop work on the date and to the extent specified.

   b. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

   c. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the County.

   d. Continue and complete all parts of that work that have not been terminated.

4. If the Vendor/Contractor's failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Vendor/Contractor, the contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

B. Termination for Convenience: The County, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the County shall be liable only for goods or services delivered and accepted. The County Notice of Termination may provide the Vendor/Contractor ninety (90) days prior notice before it becomes effective. A termination for convenience may apply to individual delivery orders, purchase orders or to the contract in its entirety.

5.26. 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.

5.27. 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.

5.28. 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.

5.29. 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.

5.30. 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.

5.31. 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.

5.32. PAYMENT:

A. Payment for services received will be accomplished by submission of an invoice, in duplicate, with purchase order number referenced thereon at the completion of each specified job. Said invoice(s) shall be submitted to: 1525 E Jefferson St Building A Brooksville, FL 34601 Attn: Facilities.

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.

5.33. 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.

5.34. 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.

5.35. 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 Purocurement 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.

5.36. 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.

5.37. INSURANCE REQUIREMENTS:

A. INDEMNITY, SAFETY AND INSURANCE PROVISIONS:

1. Indemnity: To the fullest extent permitted by Florida law, the Vendor/Contractor covenants, and agrees that it will indemnify and hold harmless the County and all of the County's officers, agents, and employees from any claim, loss, damage, cost, charge, attorney's fees

and costs, or any other expense arising out of any act, action, neglect, or omission by Vendor/Contractor during the performance of the contract, whether direct or indirect, and whether to any person or property to which the County or said parties may be subject, except that neither the Vendor/Contractor nor any of its subcontractors, or assignees, will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County or any of its officers, agents, or employees.

2. Protection of Person and Property:

   a. The Vendor/Contractor will take all reasonable precautions for, and will be responsible for initiating, maintaining and supervising all programs relating to the safety of all persons and property affected by, or involved in, the performance of his operations under this Contract.

   b. The Vendor/Contractor will take all reasonable precautions to prevent damage, injury or loss to: (a) all persons who may be affected by the performance of his operations, including employees; (b) all materials and equipment; and (c) all property at or surrounding the work site. In an emergency affecting the safety of persons or property, the Vendor/Contractor will act, with reasonable care and discretion, to prevent any threatened damage, injury or loss.

B. MINIMUM INSURANCE REQUIREMENTS: Vendor/Contractor shall procure, pay for and maintain at least the following insurance coverage and limits. Said insurance shall be evidenced by delivery to the County of a certificate(s) of insurance executed by the insurers listing coverage and limits, expiration dates and terms of policies and all endorsements whether or not required by the County, and listing all carriers issuing said policies. The insurance requirements shall remain in effect throughout the term of this Contract.

   1. Workers' Compensation: As required by law:

      a. State.....1,000,000.00

      b. APPLICABLE FEDERAL.....1,000,000.00

      c. EMPLOYER'S LIABILITY.....Minimum:

         i. $100,000.00 each accident

         ii. $100,000.00 by employee

         iii. $1,000,000.00 policy limit

      d. Exemption per Florida Statute 440: If a Vendor/Contractor has less than three (3) employees and states that they are exempt per Florida Statute 440, they must provide an exemption certificate from the State of Florida. Otherwise, they will be required to purchase Workers' Compensation Insurance and provide a copy of Workers

Compensation Insurance.
https://www.myfloridacfo.com/Division/WC/Employer/Exemptions/

2. General Liability: Comprehensive General Liability including, but not limited to, Independent Contractor, Contractual Premises/Operations, and Personal Injury covering the liability assumed under indemnification provisions of this Contract, with limits of liability for personal injury and/or bodily injury, including death.

   a. Coverage as follows:

      i. EACH OCCURRENCE.....$1,000,000.00

      ii. GENERAL AGGREGATE $2,000,000.00

      iii. PERSONAL/ADVERTISING INJURY.....$1,000,000.00

      iv. PRODUCTS-COMPLETED OPERATIONS AGGREGATE.....$2,000,000.00 Per Project Aggregate (if applicable)

   b. ALSO, include in General Liability coverage for the following areas based on limits of policy, with:

      i. FIRE DAMAGE (Any one (1) fire.....$50,000.00

      ii. MEDICAL EXPENSE (Any one (1) person)..... $5,000.00

3. Additional Insured: Vendor/Contractor agrees to endorse Hernando County as an additional insured on the Comprehensive General Liability. The Additional Insured shall read "Hernando County Board of County Commissioners." Proof of Endorsement is required.

4. Waiver of Subrogation: Vendor/Contractor agrees by entering into this Contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Vendor/Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor/Contractor aggress 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.

5.38. INSURANCE REQUIREMENTS (continued)

PROFESSIONAL LIABILITY (if applicable): including Errors and Omissions with minimum limits of $3,000,000.00 per occurrence, if occurrence form is available; or claims made form with tail coverage extending three (3) years beyond completion and acceptance of the project with proof of tail coverage to be submitted with the invoice for final payment. In lieu of tail coverage, consultant may submit annually to the County a current Certificate of Insurance proving claims made insurance remains in force throughout the same three (3) year period.

Notwithstanding the requirements for Professional Liability Insurance listed above, Engineer and/or Architect must provide evidence of coverage, a minimum of $1,000,000.00.

5.39. 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.

5.40. 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.

5.41. RESPONSIVE/RESPONSIBLE:

The County requires that the **Bidder be properly licensed and registered to do business in the State of Florida in accordance with applicable Florida Statutes (F.S.)** at the time the Bidder submits its bid. Bid responses that fail to provide the required forms listed in these bid documents may be rejected as non-responsive. **Bidders whose responses, past performance, or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of the bid may be rejected as non-responsible.** The County reserves the sole right to determine which responses meet the requirements of this solicitation, and which Bidders are responsive and responsible. The County reserves the sole right, before awarding the bid, to require a Bidder to submit evidence of their qualifications that the County deems necessary. The County may consider any evidence available to it of the financial, technical, and other qualifications and abilities of a Bidder to perform the work in a satisfactory manner and within the time specified. The Bidder is assumed to be familiar with all Federal, State, or local laws, ordinances, rules, and regulations that in any manner affect the work, and to abide thereby if awarded the bid/contract. Ignorance of legal requirements on the part of the Bidder/Vendor/Contactor will in no way relieve the Bidder/Vendor/Contractor of such responsibility.

5.42. 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.

5.43. 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.

5.44. 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 contacting Juan Cueto jcueto@co.hernando.fl.us. 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. Vendor/Contractor shall be permitted and licensed through the Department of Agriculture as stated in Chapter 482 of the Florida Statutes to perform pest control services. Further, all operators shall be certified and have identification that identifies him/her as contractor personnel.

B. 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.

C. 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.

D. 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. CODES AND REGULATIONS:

The awarded Vendor/Contractor must strictly comply with all Federal, State, and local building and safety codes.

6.5. 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.

6.6. DEBRIS

Awarded Vendor/Contractor shall be responsible for the prompt removal of all debris which is a result of this contractual service.

6.7. 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.

6.8. 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.

6.9. 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.

6.10. MARKET CONDITIONS:

The County reserves the right to purchase on the open market should lower market prices prevail, at which time the Vendor/Contractor shall have the option of meeting the lower price or relieving the County of any obligation previously understood.

6.11. 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.

6.12. 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.

6.13. REQUIREMENTS CONTRACT:

This is a requirements contract and the County shall order from the Vendor/Contractor all of the supplies and/or services specified in the contract's price schedule that are required to be purchased by the County, except as otherwise provided herein. If the County urgently requires delivery of goods or services before the earliest date that delivery may be required under this contract, and if the Vendor/Contractor will not accept an order providing for accelerated delivery, the County may acquire the goods or services from another source. Except as this contract may otherwise provide, if the County's requirements do not result in orders in the quantities described as "estimated" in the contract's price schedule, that fact shall not constitute the basis for an equitable adjustment.

6.14. ESTIMATED QUANTITIES:

Hernando County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the Bid Form attached to these bid documents. It is understood by all Bidder's that these are only estimated quantities and the County is not obligated to purchase any minimum or maximum amount during the life of this contract. The contract resulting from this solicitation shall be non-exclusive and the County may procure the goods or services covered by the contract from other sources at its discretion.

6.15. ADDITIONAL ITEMS:

The award of the bid shall be based on the fixed price submitted for the items on the Bid Form attached to these bid documents. Additional items not on the current Bid Form may be added from time to time. However, the County will obtain quotes from at least three Vendor/Contractors who have already submitted bids and these items will be added to the low responsive and responsible Bidder's contract.

6.16. SAMPLES/DEMONSTRATIONS:

Samples of any product for demonstration shall be furnished upon request for a quality test or comparison without cost to the County.

6.17. SITE DAMAGE:

The Vendor/Contractor shall be held responsible for damage to any site feature including, but not limited to: irrigation equipment, trees, shrubs, signs, vehicles, etc. caused by the Vendor/Contractor. It shall be the Vendor/Contractor's responsibility to clean-up and/or rectify, to the County's satisfaction, any damage to County property caused by any individual(s) connected with the Vendor/Contractor. The Vendor/Contractor shall be notified of the specific nature of the damage and cost of repair. The County shall, at its option, invoice the Bidder for payment or reduce the next regular payment to the Vendor/Contractor, for the cost of repairs, materials, and labor.

6.18. EQUIPMENT LIST:

Bidders shall submit with the bid a listing of all equipment which Bidders will use in the performance of this contract, including (as applicable) rolling stock, loaders, tractors, mowers, and any other specified equipment. The Vendor/Contractor is also required to indicate which equipment is company-owned. Failure to submit said equipment list may render Bidder's response non-responsive.

6.19. MATERIAL SAFETY DATA SHEETS:

In accordance with Florida Emergency Planning and Community Right-to-Know Act, Chapter 252, Part II, Florida Statutes it is the seller's duty to advise Hernando County if a product is a listed toxic substance and to provide a Material Safety Data Sheet (MSDS) at the time of delivery. Vendor/Contractors must comply with this procedure along with the Federal Emergency Planning and Community Right-to-Know Act (42 U.S.C. Ch 116 and the Federal Hazard Communications Standards (29CFR sec.1910.1200) all other applicable laws.

7. SCOPE OF WORK

7.1. SCOPE OF WORK:

Vendor/Contractor shall be permitted and licensed through the Department of Agriculture as stated in Chapter 482 of the Florida Statutes to perform pest control services. Further, all operators shall be certified and have identification that identifies him/her as contractor personnel.

Contractor shall provide all required supervision, labor, materials, equipment, permits, plans, engineering, local and state inspections and any incidentals necessary to provide the monitoring, trapping, pesticide application and pest removal components of the Integrated Pest Management Program (IPMP) program. The Contractor shall provide detailed, site-specific recommendations for structural and procedural modifications to aid in pest prevention.

This is an indefinite quantity contract with no guarantee of the use of services or guarantee of a minimum or maximum dollar amount to be expended. All work shall be performed in accordance with all State and Federal regulations, local ordinances, the Environmental Protection Agency (EPA), and requirements of Hernando County.

7.2. TECHNICAL SPECIFICATIONS

PESTS INCLUDED AND EXCLUDED:

Normal service shall include removal and maintenance of all pests and insects inside County facilities and within five (5) feet immediately surrounding County facilities. The Contractor shall adequately suppress the following pests:

Indoor/Outdoor populations of commensal rodents, all species of ants, all species of roaches, silverfish, bees, wasps, fleas, scorpions, millipedes, etc.

Pest services excluded are birds, bats, snakes, and all other vertebrates other than commensal rodents.

SERVICE REQUIREMENTS:

At minimum, services shall include:

- Taking all precautions to prevent injury or harm to the public and the structure being treated.
- Providing all services for the service location on each visit unless specifically asked not to treat a certain area by the location contact person or the Facilities Manager or designee.
- Treating all kitchen areas with chemicals approved for application in food service areas.
- Applying dry and/or wettable powder and liquid pesticides, as applicable, to all cracks and crevices; behind service lines, pipes or wires attached to walls in all areas; beneath pallets; under sinks; in and around cabinets, baseboards, pipe fittings, stairways, door casings, window casings and sills; and wherever else insects may crawl when they emerge from nesting.

SCHEDULE:

Unless otherwise agreed to by the County, completing all pest control services Monday through Friday, excluding County holidays, during normal business hours of 8:00a.m. to 5:00p.m., EST on the days and times agreed upon by the County for each location in the IPMP. Any request(s) for schedule variations by either the County and/or Contractor shall be accepted and approved by both parties in writing prior to the commencement of any work.

Some work may need to be conducted during evenings, early morning, and/or weekend hours dependent on the building and the health risk associated with it and its occupants. There shall be no adjustment to the agreed upon contract price based on the hour of the day or the day of the week when the Scope of Services of this contract are performed.

In the event the Contractor cannot meet the established schedule (i.e., weather, lack of personnel, unforeseen emergencies, etc.), the Contractor shall notify the Facilities Manager or designee immediately, via phone call, text, or e-mail.

Contractor shall acknowledge a written request for services and confirm the schedule of work for presentation to the County within twenty-four (24) hours of the notification.

INITIAL BUILDING INSPECTIONS:

Vendor/Contractor shall complete a thorough, initial inspection of each building, or site, no later than ten (10) working days prior to the starting date of the agreement. The purpose of the initial inspections is for the Contractor to evaluate the pest control needs of all locations and to identify problem areas and any equipment, structural features, or management practices that are contributing to pest infestations. Access to building spaces shall be coordinated with the Facilities Manager or designee.

ADDITIONAL WORK:

Additional work is defined as services outside of the scheduled treatments, that are not a result of incomplete or improper work by the Contractor. In the event that this type of work is identified, no work shall begin until the Facilities Manager or designee inspects the damages and/or authorizes work to be performed. If work is not pre- approved by the County, the County shall not be responsible for the payment of unauthorized services.

Additional work shall be paid as follows:

- The cost of supplies percent (%) mark-up.
- Regular or Overtime Labor Rates, dependent on when service is provided.

The Contractor shall assume the responsibility to provide the burden of proof that the cause of the issue is not covered by the specifications of this contract or IPMP and therefore billable at the previous agreed terms.

The Contractor shall provide a cost estimate that shall be approved prior to any work being performed at no additional cost to the County.

The Facilities Manager or designee reserves the right to solicit competitive quotes/bids from third parties for additional work as defined in this section.

EMERGENCY SERVICES:

Emergency pest control services shall mean any services provided under the Scope of Services of the contract at times other than, and in addition to, regularly scheduled service. This shall be in the sole determination of the County, and may affect health or safety of the public, County employees in any County facility, or that disrupts normal operation of that facility, or any portion thereof.

Vendor/Contractor shall provide the County with evening, weekend, and holiday service, as necessary, to cope with any emergency situation which threatens public health and safety, as determined by the County.

Vendor/Contractor shall provide first-priority services to the County in the event of a hurricane, flood, or other natural disaster, as defined by the County.

INTEGRATED PEST MANAGEMENT PROGRAM (IPMP):

Integrated Pest Management is defined as a pest control program based on prevention, monitoring, and control which offers the opportunity to drastically reduce the use of pesticides while minimizing risks to people and the environment. With prevention as the guiding principle, integrated pest management strategies utilize a variety of natural control methods and techniques, including cultural, biological, and structural strategies to control a variety of pest problems. Under IPMP, chemicals should be used as a last resort only if no other option is effective, but when used, the least-toxic materials should be chosen, and applied to minimize exposure to humans and all non- target organisms.

Control strategies in an IPMP include:

- Structural and procedural modifications to reduce food, water, harborage, and access used by pests.
- Natural control (non-pesticide) technologies such as trapping and monitoring devices.
- Pesticide compounds, formulations, and application methods that present the lowest potential hazard to humans and the environment.
- Coordination among all facilities management programs that have a bearing on the pest control effort.

Vendor/Contractor shall submit to the County an IPMP at least five (5) working days prior to the starting date of the agreement. Upon receipt of the IPMP, the County will render a decision regarding its acceptability within two (2) working days. If aspects of the IPMP are incomplete or disapproved, the Contractor shall have two (2) working days to submit revisions.

The Integrated Pest Management Program shall consist of five (5) parts as follows:

- Proposed Materials and Equipment for Service:

  The Contractor shall provide current labels and Safety Data Sheets (SDS) for all pesticides to be used, brand names of pesticides to be used, brand names of pesticide application equipment, and any other pest control devices or equipment that may be used in the performance of this agreement.

- Proposed Methods for Monitoring and Detections:

  The Contractor shall describe methods and procedures to be used for identifying sites of pest harborage and access, and for making objective assessments of pest control population levels throughout the term of the agreement.

- Service Schedule for Each Building or Site:

  The Contractor shall provide complete service schedules that include frequency of Contractor visits, specific day(s) of the month of Contractor visits, and approximate duration for each building or site visit.

- Description of any Structural or Operational Changes that would facilitate the Pest Prevention and Pest Control effort:

The Contractor shall describe site-specific solutions for observed sources of pest food, water, harborage, and access.

- Documentation and Reporting:

  The County requires electronic field ticketing and/or electronic signatures upon completion of a site visit. The County prefers an electronic reporting system that is searchable and organized to provide at a minimum; location, dates of services, services performed, service charge, and a digital copy of County representative or designee signature. Electronic records are also preferred for keeping track of which pests were treated, what pesticides, rodenticides or other treatments were used at each location and any potential risks identified along with a recommended course of action during each visit.

Vendor/Contractors that do not have electronic reporting will be required to submit their reporting capabilities in order to be considered for award.

Vendor/Contractor shall be responsible for carrying out work according to the approved IPMP. The Contractor shall receive the concurrence of the Facilities Manager or designee prior to implementing any subsequent changes to the approved IPMP, including additional or replacement pesticides and on-site service personnel.

Rodent Control:

All rodent services will be on a as needed basis and shall include at minimum:

- Trapping and removal of rodents
- Sealing/patching/exclusion services, if needed
- Warranty and optional extended warranty

Indoor/Outdoor Trapping:

As a general rule, rodent control inside or outside of buildings shall be accomplished with trapping devices only. All such devices shall be concealed out of the general view and in protected areas and will not be affected by routine cleaning and other operations. Trapping devices shall be initially checked within 24 hours after placement, and afterward, on a schedule approved by the Building Maintenance Supervisor or designee. The Contractor shall be responsible for disposing of all trapped rodents and all rodent carcasses in an appropriate manner.

Use of Rodenticides:

In exceptional circumstances, when rodenticides are deemed essential for adequate rodent control inside buildings, the Contractor shall obtain approval of the Building Maintenance Supervisor or designee prior to making any interior rodenticide treatments. All rodenticides, regardless of packaging, shall be placed either in locations not accessible to children, pets, wildlife, and domestic animals, or in Environment Protection Agency (EPA)- approved tamper-resistant bait boxes. As a rule, rodenticide application outside buildings shall emphasize the direct treatment of rodent burrows wherever feasible.

Use of Bait Boxes:

All bait boxes shall be maintained in accordance with EPA regulations, with an emphasis on the safety of non-target organisms. The Contractor shall adhere to the following:

- All bait boxes shall be placed out of the general view, in locations where they will not be disturbed by routine operations.

- The lids of all bait boxes shall be securely attached or anchored to the floor, ground, wall, or other immovable surface, so that the box cannot be picked up or moved.
- The lids of all bait boxes shall be securely locked or fastened shut.
- Bait shall always be secured in the feeding chamber of the box and never placed in the runway or entryways of the box.

Termite Control:

Each termite control service will be handled on an as-needed basis as directed by the County Facilities Manager or designee. Pests include all types of termites. These services are not included in the costs for scheduled monthly services.

Contractor shall:

- Provide recommendations to the County Facilities Manager or designee regarding the types of termite control best suited for each specific instance.
- Treat all termite instances with the products and in the manner approved by the County.
- Provide a good faith estimate on a square foot or cubic foot basis, to the County's Facilities Manager or designee prior to commencing treatment.
- If initial service is not adequate for the elimination of the termites, perform additional treatments at no additional charge to the County until the problem is eliminated. NOTE: The County will only pay for the initial treatment for a specific termite problem in a specific area within a one-year period.
- Contractor must include any follow-up treatments in its cost when initial treatments and follow-up treatments are required.
- Unless otherwise instructed by the County, Vendor/Contractor shall provide tenting only during weekends and holidays.
- Perform drywood termite extermination by using the fumigation tenting method when less invasive measures have been deemed by the County as non-affective.
- Contractor shall monitor all tenting during the fumigation process.
- Contractor shall provide at least $1,000,000 termite damage repair warranty on all buildings tented or otherwise treated for termites.
- Contractor shall photograph any preexisting damage from termites prior to tenting.
- Contractor shall provide a warranty against termite infestations for at least one (1) full year after the initial treatment.
- Contractor shall offer an extended warranty once initial warranty expires.
- Upon request by the County, Contractor shall provide an evaluation of a particular site for termite activity, species identification, and/or determine proper method of treatment at no additional cost to the County.

TECHNICAL REQUIREMENTS:

At minimum, Contractor shall:

Ensure compliance with any National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA), Environmental Protection Agency (EPA), requirements as well as all other applicable federal, state and local laws and regulations.

Be responsible for application of pesticides according to the label. Transport, handling, and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable federal, state, and local laws and regulations. The Contractor shall not store any pesticide product or equipment in the buildings specified in this contract.

Be responsible for proper, legal disposal of materials at an off-site, approved disposal site. Contractor shall not dispose of any chemicals, cleaners, dead or dying pests, petroleum products, nor their packages, on County property, nor into the drains, storm drains, sewer systems, or into the refuse containers.

Maintain records of pesticides, rodenticides or other treatments that were used within each building. Records shall include the span of time each different type of pesticide or rodenticide was used, the areas to which it was applied and the reasons for changes from one type to another. Records shall also indicate if any non-chemical methods were implemented. Maintain records of pests treated. Records shall include dates of monitoring or scouting. Contractor shall identify the specific types of pests for treatment (e.g., roach or ant is insufficient; records must identify what type of roach or ant will directly affect treatment method). Treatment method for each pest shall be identified (e.g., gel bait, crack/crevice treatment, pesticide/rodenticide, or non-chemical methods were considered and implemented). Records shall also include any recommendations for preventing future pests. All records shall be furnished to the City upon request.

Notify the County of any termite or rodent activity discovered during services and shall be included on all reporting.

Provide SDS to each location for all toxic substances in accordance with Florida Statues Chapter 442, The Right to Know Law, which mandates on-site SDS for all toxic substances appearing in the workplace.

8. PRICING PROPOSAL

ITB NO.26-T01231. - Pest Control Services

The Vendor/Contractor shall provide all labor and other resources necessary to provide the supplies, equipment and/or services in strict accordance with the specifications defined in this solicitation for the amounts specified in this Bid Form, inclusive of overhead, profit, and any other costs.

There are no guarantees that the County will utilize the per year estimates and may exceed the estimates identified.

GENERAL PEST CONTROL SERVICES

Vendor shall submit pricing per SF of the estimated quantities listed. Pricing shall include but not limited to labor, materials, equipment, and any incidentals to provide services as specified in the Scope of Work. This is an indefinite quantity contract with no guarantee of the use of services or guarantee of a minimum or maximum dollar amount to be expended. All work shall be in strict compliance with Federal, State, and Local laws.

Line Item	Description	Quantity	Unit of Measure	Cost / SF	Total Cost / Month	Total Cost / Annual
	FACILITIES					
1	ANIMAL SERVICES 16110 Aviation Loop, Brooksville, FL 34604	14,995	SF	$.004	$59.98	$719.76
2	BROOKSVILLE HEALTH DEPT 300 S. Main Street Brookville, FL 34601	115,637	SF	$.001	$120.2625	$1,443.1498
3	CARE ATC / CIGNIA 20186 Cortez Blvd. Brooksville, FL 34601	4,630	SF	$.003	$13.89	$166.68
4	CHINSEGUT HILL 22495 Chinsegut Hill Rd. Brooksville, FL 34604	21,746	SF	$.003	$65.238	$782.856
5	COUNTY ADMINISTRATION 15470 Flight Path Dr. Brooksville, FL 34604	14,860	SF	$.004	$59.44	$713.28
6	EAST SIDE LIBRARY 6457 Windmere Blvd. Brooksville, FL 34602	803	SF	$.004	$3.212	$38.544
7	EMERGENCY OPER CENTER 18900 Cortez Blvd. Brooksville, FL 34601	19,000	SF	$.004	$76.00	$912.00

Line Item	Description	Quantity	Unit of Measure	Cost / SF	Total Cost / Month	Total Cost / Annual
8	EXTENSION OFFICE 16110 Aviation Loop Brooksville, FL 34604	5,143	SF	$.003	$15.429	$185.148
9	GOVT CENTER / COURT HOUSE 20 N. Main St. Brooksville, Fl 34601	174,888	SF	$.001	$174.888	$2,098.656
10	JAIL 16425 Spring Hill Dr. Brooksville, FL 34604	15,450	SF	$.003	$46.35	$556.20
11	LITTLE RED SCHOOL HOUSE 1208 Kenlake Ave. Spring Hill, FL 34606	2,709	SF	$.004	$10.836	$130.032
12	LYKES LIBRARY 238 Howell Ave. Brooksville, FL 34601	9,091	SF	$.003	$27.273	$327.276
13	RECORD STORAGE 234 E. Jefferson St. Brooksville, FL 34601	15,063	SF	$.003	$45.189	$542.268
14	SHERIFF'S BUILDING 18900 Cortex Blvd. Brooksville, FL 34601	38,704	SF	$.002	$77.408	$928.896
15	SHERIFF'S COMM CENTER 601 M.L.K. Blvd. Brooksville, FL 34601	1,600	SF	$.004	$6.40	$76.80
16	SPRING HILL LIBRARY 9220 Spring Hill Dr. Spring Hill, FL 34608	10,055	SF	$.003	$30.165	$361.98
17	SPRING LAKE COMM CTR 4184 Spring Lake Hwy. Brooksville, FL 34601	1,916	SF	$.004	$7.664	$91.968
18	STATE ATTORNEY STORAGE 214 Ponce De Leon Blvd. Brooksville, FL. 34601	900	SF	$.004	$3.60	$43.20
19	SUPERVISOR OF ELECTION LEASE 16264 Spring Hill Dr. Brooksville, FL 34604	6,500	SF	$.003	$19.50	$234.00
20	SUPER OF ELEC WAREHOUSE 3461 Bob Hartung Ct. Spring Hill, FL 34606	5,065	SF	$.003	$15.195	$182.34
21	WEST SIDE HEALTH DEPARTMENT 7551 Forest Oaks Blvd. Spring Hill, FL 34606	56,497	SF	$.002	$112.994	$1,355.928

Line Item	Description	Quantity	Unit of Measure	Cost / SF	Total Cost / Month	Total Cost / Annual
22	WEST SIDE LIBRARY 6335 Blackbird Ave. Brooksville, FL 34613	113,076	SF	$.001	$113.076	$1,356.912
23	WEST SIDE GOVERNMENT CENTER 7415-7525 Forest Oaks Blvd. Spring Hill, FL 34606	30,453	SF	$.002	$60.906	$730.872
24	WEST SIDE TAX COLLECTOR 7701 Forest Oaks Blvd. Spring Hill, FL 34606	15,718	SF	$.003	$47.154	$565.848
	MISCELLANEOUS FACILITIES					
25	AIRPORT ADMINISTRATION 15800 Flight Path Dr. Brooksville, FL 34604	5,600	SF	$.003	$16.80	$201.60
26	AIRPORT TOWER 2878 Control Tower Dr. Brooksville, FL 34604	3,456	SF	$.004	$13.824	$165.888
27	DEVELOPMENT DEPARTMENT 789 Providence Blvd. Brooksville, FL 34601	23,623	SF	$.003	$70.869	$850.428
28	DPW COMPOUND 1525 E. Jefferson St. Brooksville, FL 34601	34,136	SF	$.002	$68.272	$819.264
29	DPW WAREHOUSE 1525 E. Jefferson St. Brooksville, FL 34601	5,000	SF	$.003	$15.00	$180.00
30	ERNIE WEAVER TOWER SITE 19300 Youth Dr. Brooksville, FL 34601	332	SF	$.004	$1.328	$15.936
31	FLORIDA POWER TOWER SITE 11010 Cortez Blvd. Brooksville, FL 34608	299	SF	$.004	$1.196	$14.352
32	RIDGE MANOR TOWER SITE 7052 Treiman Rd. Webster, FL 33597	242	SF	$.004	$.968	$11.616
33	SURPLUS FACILITY 1545 E. Jefferson St. Brooksville, FL 34601	1,650	SF	$.004	$6.60	$79.20
34	TRANSIT OPS (THE BUS) 700 Aeriform Dr. Brooksville, FL 34601	1,440	SF	$.004	$5.76	$69.12
35	UTILITIES ADMINISTRATION 15365 Cortez Blvd. Brooksville, FL 34613	29,318	SF	$.002	$58.636	$703.632

Line Item	Description	Quantity	Unit of Measure	Cost / SF	Total Cost / Month	Total Cost / Annual
36	UTILITIES WAREHOUSE 15400 Wiscon Rd. Brooksville, FL	14,000	SF	$.003	$42.00	$504.00
37	UTILITIES-LANDFILL 14450 Landfill Rd. Brooksville, FL	5,528	SF	$.003	$16.584	$199.008
38	UTILITIES EAST TRANSFER STATION 33070 Cortez Blvd. Brooksville, FL	300	SF	$.004	$1.20	$14.40
39	UTILITIES WEST TRANSFER STATION 2525 Osowaw Blvd. Brooksville, FL	480	SF	$.004	$1.92	$23.04
	PARKS FACILITIES					
40	ANDERSON SNOW PARK 1360 Anderson Snow Blvd. Spring Hill, FL 34609	2,029	SF	$.004	$8.116	$97.392
41	CYPRESS LAKE HOUSE 32375 Cortez Blvd. Ridge Manor, FL	2,258	SF	$.004	$9.032	$108.384
42	DELTA WOODS PARK 3400 Deltona Blvd. Spring Hill, FL 34606	692	SF	$.004	$2.768	$33.216
43	ERNIE WEAVER CONCESSION (2) 19473 Youth Dr. Brooksville, FL 34601	1,013	SF	$.004	$4.052	$48.624
44	KENNEDY PARK 899 Kennedy Blvd. Brooksville, FL 34601	3,117	SF	$.004	$12.468	$149.616
45	SPRING HILL LAKE HOUSE 1206 Kenlake Ave. Spring Hill, FL 34606	4,036	SF	$.004	$16.144	$193.728
46	PARKS MAINTENANCE 16161 Flight Path Dr. Brooksville, FL 34604	7,500	SF	$.003	$22.50	$270.00
47	PIONEER PARK CONCESSION 6799 Pinehurst Dr. Spring Hill, FL 34606	272	SF	$.004	$1.088	$13.056
48	RIDGE MANOR CONCESSION 34030 Ridge Manor Blvd. Ridge Manor, FL 33523	969	SF	$.004	$3.876	$46.512

Line Item	Description	Quantity	Unit of Measure	Cost / SF	Total Cost / Month	Total Cost / Annual
49	VETERANS PK CONCESSION 12254 Spring Hill Dr. Spring Hill, FL 34609	1,139	SF	$.004	$4.556	$54.672
50	WATERWAYS MAINTENANCE TEMP 4170 Pine Dale Ct. Hernando Beach, Fl 34609	400	SF	$.004	$1.60	$19.20
	FIRE RESCUE FACILITIES					
51	FIRE STATION 1 1479 Parker Ave. Spring Hill, FL 34606	5,260	SF	$.004	$21.04	$252.48
52	FIRE STATION 2 & Training Building 3445 Bob Hartung Ct. Spring Hill, FL 34606	10,197	SF	$.003	$30.591	$367.092
53	FIRE STATION 3 13240 Spring Hill Dr. Spring Hill, FL 34609	7,510	SF	$.003	$22.53	$270.36
54	FIRE STATION 4 5083 Mariner Blvd Spring Hill, FL 34608	5,694	SF	$.003	$17.082	$204.984
55	FIRE STATION 5 9490 Eldridge Rd Spring Hill, FL 34608	12,758	SF	$.003	$38.274	$459.288
56	FIRE STATION 6 3451 Shoal Line Blvd. Spring Hill, FL 34607	7,792	SF	$.003	$23.376	$280.512
57	FIRE STATION 7 26671 Mondon Hill Brooksville, FL 34601	6,114	SF	$.003	$18.342	$220.104
58	FIRE STATION 8 32409 Cortez Blvd. Ridge Manor, FL 33523	4,980	SF	$.003	$14.94	$179.28
59	FIRE STATION 9 24064 Lake Lindsey Brooksville, FL 34601	3,456	SF	$.004	$13.824	$165.888
60	FIRE STATION 10 85 Veterans Ave. Brooksville, FL 34601	12,662	SF	$.003	$37.986	$455.832
61	FIRE STATION 11 6388 Barclay Spring Hill, FL 34613	5,956	SF	$.003	$17.868	$214.416

Line Item	Description	Quantity	Unit of Measure	Cost / SF	Total Cost / Month	Total Cost / Annual
62	FIRE STATION 12 6335 Ovenbird Spring Hill, FL 34613	4,890	SF	$.003	$14.67	$176.04
63	FIRE STATION 13 15370 Centralia Brooksville, FL 341614	4,926	SF	$.003	$14.778	$177.336
64	FIRE STATION 14 3001 Broad St. Brooksville, FL 34604	6,003	SF	$.003	$18.009	$216.108
65	FIRELOGISTICS 7300 Winter St. Brooksville, FL 34613	24,049	SF	$.003	$72.147	$865.764
66	TRAINING/FIRE PREVENTION 60 Veterans Ave. Brooksville, FL 34601	8,997	SF	$.003	$26.991	$323.892
TOTAL					**$2,021.6545**	**$24,259.8538**

TERMITE INSPECTION AND TREATMENT

Vendor shall submit pricing per SF of the estimated quantities listed. Pricing shall include but not limited to labor, materials, equipment, and any incidentals to provide services as specified in the Scope of Work. This is an indefinite quantity contract with no guarantee of the use of services or guarantee of a minimum or maximum dollar amount to be expended. All work shall be in strict compliance with Federal, State, and Local laws.

Line Item	Description	Quantity	Unit of Measure	Cost / SF	Total Cost / Annual Inspection and Treatment
FACILITIES					
67	BROOKSVILLE HEALTH DEPT 300 S. Main Street Brookville, FL 34601	115,637	SF	$.004	$462.548
68	CHINSEGUT HILL 22495 Chinsegut Hill Rd. Brooksville, FL 34604	21,746	SF	$.006	$130.476
69	EAST SIDE LIBRARY 6457 Windmere Blvd. Brooksville, FL 34602	803	SF	$.008	$6.424

Line Item	Description	Quantity	Unit of Measure	Cost / SF	Total Cost / Annual Inspection and Treatment
70	EMERGENCY OPER CENTER 18900 Cortez Blvd. Brooksville, FL 34601	19,000	SF	$.006	$114.00
71	GOVT CENTER / COURT HOUSE 20 N. Main St. Brooksville, FL 34601	174,888	SF	$.004	$699.552
72	LYKES LIBRARY 238 Howell Ave. Brooksville, FL 34601	9,091	SF	$.006	$54.546
73	SHERIFF'S BUILDING 18900 Cortex Blvd. Brooksville, FL 34601	38,704	SF	$.005	$193.52
74	SPRING HILL LIBRARY 9220 Spring Hill Dr. Spring Hill, FL 34608	10,055	SF	$.006	$60.33
75	SPRING LAKE COMM CTR 4184 Spring Lake Hwy. Brooksville, FL 34601	1,916	SF	$.007	$13.412
76	WEST SIDE HEALTH DEPARTMENT 7551 Forest Oaks Blvd. Spring Hill, FL 34606	56,497	SF	$.005	$282.485
77	WEST SIDE GOVERNMENT CENTER 7415-7525 Forest Oaks Blvd. Spring Hill, FL 34606	30,453	SF	$.005	$152.265
78	DPW COMPOUND 1525 E. Jefferson St. Brooksville, FL 34601	34,136	SF	$.005	$170.68
TOTAL					**$2,340.238**

ADDITIONAL SERVICES

Vendor shall submit pricing for the quantities listed. Pricing shall include but not limited to labor, materials, equipment, and any incidentals to provide services as specified in the Scope of Work. This is an indefinite quantity contract with no guarantee of the use of services or guarantee of a minimum or maximum dollar amount to be expended. All work shall be in strict compliance with Federal, State, and Local laws.

Line Item	N/A	Quantity	Unit of Measure	Unit Cost	Markup (%)	Total
81	Labor rate for work performed during normal business hours (8:00am-5:00pm	1	HR	$65.00	0.%	$65.00
82	Labor rate for work performed outside normal business hours (excluding previously agreed upon work to be scheduled after hours/weekends/holidays)	1	HR	$95.00	0.%	$95.00
83	Call out rate, if applicable (including any minimum requirements)	1	HR	$125.00	0.%	$125.00
84	Monthly service cost for rodent box	1	MO	$3.00	0.%	$3.00
85	Cost of rodent box (including material ans installation)	1	EA	$25.00	0.%	$25.00
86	Unscheduled pest control services (square foot)	1	SF	$.004	0.%	$.004
87	Tenting/Fumigation as needed (square foot)	1	SF	$1.80	0.%	$1.80
88	Out of scope supplies percentage mark-up	1	% Markup	$0.00	15.%	$0.00
TOTAL						**$314.804**

LOCAL VENDOR AFFIDAVIT OF ELIGIBILITY

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

by Mark Ringlstetter, VP of Technical Services
[Print individual's name and title]

for Truly Nolen of America, Inc.
[Print name of Company/Individual submitting sworn statement]

Whose business address is 4842 N Florida Ave, Tampa, FL 33603

(If applicable) its Federal Employer Identification Number (FEIN) is 86-0169166

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement):

2. **LOCAL PREFERENCE ELIGIBILITY**

A. **Vendor/Individual has been in business in Hernando County for a minimum of twelve (12) months prior to date of bid or quote? __X____ YES _____NO**

B. **Proof of real property tax submitted with affidavit: YES _____ NO _____**

C. **Copy of Florida Division of Corporations Annual Report submitted with affidavit: YES ____ NO _____**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE HERNANDO COUNTY PURCHASING AND CONTRACTS DEPARTMENT FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM SHALL BE SUBMITTED WITH EACH BID OR QUOTE SUBMITTED TO HERNANDO COUNTY.

[Signature]

3/25/2026
[Date]

State of Arizona
County of Pima
The foregoing instrument was acknowledged before me this 25th day of March, 2026
by Mark Ringlstetter
who is personally known to me ✓
or who has produced _____ as identification
and who did take an oath.

Notary Public: Kathy Hartung
My Commission Expires: 7-31-2027

KATHY HARTUNG
Notary Public - Arizona
Pima County
Commission # 661789
My Commission Expires
July 31, 2027

CORPORATE AFFIDAVIT

(To be filled in and executed if the Vendor/Contractor is a Corporation)

STATE OF ~~FLORIDA~~ Arizona]

COUNTY OF ~~HERNANDO~~ Pima]

Mark Ringlstetter being duly sworn, deposes and says that he is secretary of

Truly Nolen of America, Inc., a corporation organized and existing under and by

virtues of the laws of the State of Florida, and having its principal office at:

434 S Williams Blvd, Tucson, AZ 85711 (Address)

Affiant further says that he is familiar with the records, minute books and bylaws of

Truly Nolen of America, Inc. (Name of Corporation) of the

corporation, is duly authorized to sign as VP of Technical Services (Title)

the Bid for Truly Nolen of America, Inc. for said corporation by virtues of:

(State whether a provision of bylaws or a Resolution of the Board of Directors. If by Resolution, give date of adoption).

Affiant

Sworn to before me this 21st day of April, 2026.

Notary Public

This document should be completed and returned with your submittal.

KATHY HARTUNG
Notary Public - Arizona
Pima County
Commission # 651789
My Commission Expires
July 31, 2027

Nova Southeastern University
3300 S University Drive
Fort Lauderdale, Florida 33328

NSU Florida
NOVA SOUTHEASTERN UNIVERSITY

REFERENCE CHECK FORM

(Please print or type)

Proposer Instructions: Fill out top portion of the form and provide it to the referring firm

ITN Number: 1720198344	
Title PM	**NSU-ITN - Interior Pest Control**
Proposer / Respondent Firm	
Reference Firm	
Email: RValle@cwresources.org	Phone # 850-461-4842
Contact Person: Richard Valle	

Reference Instructions: The Proposer above has given your name to NSU as a reference. Please complete all the information below, sign physically or electronically, and return the form to the requesting party.

1. Please describe the scope of work awarded under the contract your entity has with the above referenced firm What type of service did the contractor perform? Pest control : lawn care
2. What category of services does your agency or entity provide? Is the organization public or private? Contract servic Private
3. Did the firm successfully complete the scope of services on time and within the specifications of the project(s)? Yes
4. What problems or challenges if any did you encounter during this project and or contract? none
5. How would you rank the overall level of satisfaction with the Contractor on a scale of (1) being low to (10) being high, for the following categories?

CATEGORY	RANK (1-10)	CATEGORY	RANK (1-10)
Professionalism	10	Final Project	9
Qualifications	9	Cooperation	10
Project Budget Control	9	Reliability	10

6. If given an opportunity, would you extend your current contract or offer a new contract to this Contractor?

(Yes)		No		Maybe	

7. Please provide any additional comments.

Thank you.

Note: All references must be submitted "complete" and included in the ITN Proposal reply submitted by the specified proposal deadline.

Note: NSU "may not" be used as a reference if the firm is currently doing business with NSU.

Referring Contact Signature

Nova Southeastern University
3300 S. University Drive
Fort Lauderdale, Florida 33328

NSU Florida
NOVA SOUTHEASTERN UNIVERSITY

REFERENCE CHECK FORM
(Please print or type)

Proposer Instructions: Fill out top portion of the form and provide it to the referring firm.

ITN Number: 1720198344	
Title:	NSU-ITN - Interior Pest Control
Proposer / Respondent Firm:	
Reference Firm:	
Email:	Telephone#:
Contact Person:	

Reference Instructions: The Proposer above has given your name to NSU as a reference. Please complete all the information below, sign physically or electronically, and return the form to the requesting party.

1. Please describe the scope of work awarded under the contract your entity has with the above referenced firm. What type of service did the contractor perform? Monthly Pest Control
2. What category of services does your agency or entity provide? Is the organization public or private? Private
3. Did the firm successfully complete the scope of services on time and within the specifications of the project(s)? Yes
4. What problems or challenges if any did you encounter during this project and or contract? No
5. How would you rank the overall level of satisfaction with the Contractor on a scale of (1) being low to (10) being high, for the following categories?

CATEGORY	RANK (1-10)	CATEGORY	RANK (1-10)
Professionalism	10	Final Project	10
Qualifications	10	Cooperation	10
Project Budget Control	10	Reliability	10

6. If given an opportunity, would you extend your current contract or offer a new contract to this Contractor?

Yes	X	No		Maybe	

7. Please provide any additional comments. No

Thank you.

Note: All references must be submitted "complete" and included in the ITN Proposal reply submitted by the specified proposal deadline.

Note: NSU "may not" be used as a reference if the firm is currently doing business with NSU.

[signature] 11/5/25

Referring Contact Signature

Nova Southeastern University
3300 S. University Drive
Fort Lauderdale, Florida 33328

NSU Florida
NOVA SOUTHEASTERN UNIVERSITY

REFERENCE CHECK FORM

(Please print or type)

Proposer Instructions: Fill out top portion of the form and provide it to the referring firm.

ITN Number: 1720198344	
Title:	**NSU-ITN - Interior Pest Control**
Proposer / Respondent Firm:	Truly Nolen
Reference Firm:	City of North Lauderdale
Email: mjacques@nlauderdale.org	Telephone#: (954) 722-0900 x4810
Contact Person: Myriam Jacques	

Reference Instructions: The Proposer above has given your name to NSU as a reference. Please complete all the information below, sign physically or electronically, and return the form to the requesting party.

1. Please describe the scope of work awarded under the contract your entity has with the above referenced firm. What type of service did the contractor perform? General pest control service for ants, spiders, roaches, silverfish once per month with call backs as needed
2. What category of services does your agency or entity provide? Is the organization public or private?
   This is a municipality within Broward County
3. Did the firm successfully complete the scope of services on time and within the specifications of the project(s)?
   Yes. Truly Nolen treats at least once per month 19 city-owned buildings. None.
4. What problems or challenges if any did you encounter during this project and or contract?
   City sometime requires change in schedule, which Truly Nolen agrees to do
5. How would you rank the overall level of satisfaction with the Contractor on a scale of (1) being low to (10) being high, for the following categories?

CATEGORY	RANK (1-10)	CATEGORY	RANK (1-10)
Professionalism	10	Final Project	10
Qualifications	10	Cooperation	10
Project Budget Control	10	Reliability	10

6. If given an opportunity, would you extend your current contract or offer a new contract to this Contractor?

Yes		No		Maybe	

7. Please provide any additional comments.
   Truly Nolen is very professional , responsive, with reasonable prices

Thank you.

Note: All references must be submitted "complete" and included in the ITN Proposal reply submitted by the specified proposal deadline.

Note: NSU "may not" be used as a reference if the firm is currently doing business with NSU.

Myriam Jacques

Referring Contact Signature

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date	File No.	Expires
February 5, 2025	JB925	January 31, 2026

THE PEST CONTROL COMPANY FIRM NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: January 31, 2026 AT

4842 N FLORIDA AVE
TAMPA, FL 33603

TRULY NOLEN
4842 N FLORIDA AVE
TAMPA, FL 33603

Fumigation
General Household Pest and Rodent Control
Lawn and Ornamental
Termite and Other WDO Control

WILTON SIMPSON, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

TRULY NOLEN
4842 N FLORIDA AVE
PEST CONTROL COMPANY FIRM

JB925

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING January 31, 2026

WILTON SIMPSON
COMMISSIONER

Signature

Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

HERNANDO COUNTY EMPLOYMENT DISCLOSURE CERTIFICATION STATEMENT

March 25, 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:

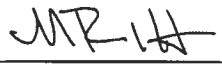
Is any officer, partner, director, proprietor, associate or member of the business entity a former employee of Hernando County within the last two (2) years? No [X] Yes [ ]

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 [X] 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:

adam.daly@trulynolen.com (Email address)	4842 N Florida Ave, Tampa, FL 33603 (Address)
 (Signature required)	561-319-5059 (Phone)
Mark Ringlstetter (Print name)	 (Fax)
VP of Technical Service (Print title)	86-0169166 (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.

Anti-Human Trafficking Affidavit

In compliance with Fla. Stat. § 787.06(13), this affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Hernando County or any of its subordinate units (the "Governmental Entity").

1. My name is Mark Ringlstetter 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 Truly Nolen of America, Inc., a non-governmental entity (the "Nongovernmental Entity"). I am authorized to provide this affidavit on behalf of Nongovernmental Entity.

3. Neither Nongovernmental Entity, nor any of its subsidiaries or affiliates, uses *coercion* for *labor* or *services*, as such italicized terms are defined in Fla. Stat. § 787.06, as it may be amended from time to time.

4. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Governmental Entity and no contracts may be executed, renewed, or extended between the parties.

5. This declaration is made pursuant to Fla. Stat. § 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I Mark Ringlstetter, declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

Truly Nolen of America, Inc.

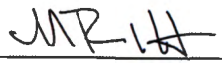
Name of Nongovernmental Entity

Mark Ringlstetter

Printed Name of Affiant

VP of Technical Services

Title of Affiant



Signature of Affiant

03/25/2026

Date

County of Hernando
Procurement Department
Carla Rossiter-Smith, Chief Procurement Officer
15470 Flight Path Drive, Brooksville, FL 34604
(352) 754-4020

ADDENDA REPORT
T No. 25-T001174/GB
Household Hazardous Waste Transportation & Disposal Services

RESPONSE DEADLINE: March 9, 2026 at 10:00 am

Friday, March 20, 2026

Addenda Issued:

Addendum #1
Feb 10, 2026 3:03 PM
Attachments:
· Addendum 1_25-T001174 HH Hazardous Waste

Addendum #2
Feb 24, 2026 12:38 PM
Addendum No. 2

Attachments:
· Addendum 2_25-T001174 HH Hazardous Waste -fh

Addendum #3
Feb 27, 2026 8:09 AM
Addendum #3

Attachments:
· Addendum 3_25-T001174 HH Hazardous Waste -fh

Addenda Acknowledgements:

Addendum #1

Proposal	Confirmed	Confirmed At	Confirmed By
MXI Environmental Services LLC	X	Mar 6, 2026 2:11 PM	Peggy Snead
Action Environmental LLC	X	Mar 6, 2026 11:10 AM	Richard Kaiser
Enviroserve	X	Feb 17, 2026 3:07 PM	Devin Walker
Republic Services	X	Mar 2, 2026 10:48 AM	Mathew Gibson

Addendum #2

Proposal	Confirmed	Confirmed At	Confirmed By

MXI Environmental Services LLC	X	Mar 6, 2026 2:11 PM	Peggy Snead
Action Environmental LLC	X	Mar 6, 2026 11:10 AM	Richard Kaiser
Enviroserve	X	Feb 27, 2026 10:51 AM	Devin Walker
Republic Services	X	Mar 2, 2026 10:48 AM	Mathew Gibson

Addendum #3

Proposal	Confirmed	Confirmed At	Confirmed By
MXI Environmental Services LLC	X	Mar 6, 2026 2:11 PM	Peggy Snead
Action Environmental LLC	X	Mar 6, 2026 11:10 AM	Richard Kaiser
Enviroserve	X	Feb 27, 2026 10:51 AM	Devin Walker
Republic Services	X	Mar 2, 2026 10:48 AM	Mathew Gibson

Board of County Commissioners

AGENDA ITEM

Meeting: 06/09/2026
Department: Emergency Management
Prepared By: Mindy Rivera
Initiator: Mindy Rivera
DOC ID: 17509
Legal Request Number:
Bid/Contract Number:

TITLE

Budget Resolution Recognizing Additional Revenue From Duke Energy Foundation Grant for Emergency Preparedness Initiatives

RESULT:	**ADOPTED**
MOVER:	John Allocco
SECONDER:	Ryan Amsler
AYES:	Campbell, Amsler, Champion and Allocco
ABSENT:	Hawkins

#HernandoPrepares Campaign & HERricane Summer Camp

Status: Approved
Date: 2/17/2026

Organization Information

Please use search below to find your organization in our Causes database. If you are unable to find your cause, click cancel in the search window and answer No to the next questions on this application.	Hernando County Board of County Commissioners
Address	18900 Cortez Blvd Brooksville 34601 - Florida
Category	Public and Societal Benefit
Tax ID or EIN/RCN	BSV_GOV_EIN_591155275_0001
Were you able to find your organization in the Cause search above?	Yes
Mission Statement	Hernando County Department of Emergency Management Division is responsible for administering emergency preparedness, response, recover, and mitigation programs. This is accomplished through established multi-agency partnerships, community engagement, and effective coordination. Our mission is to foster resilience among the whole community by building and sustaining and capability to mitigate against, prepare for, respond to, and recover from all hazards.
Conflict of Interest Disclosure	N/A

Contact Information

First Name	Angel
Last Name	Turner
Contact Title	Specialist
Email Address	aturner@hernandocounty.us
Telephone	352-442-8773
First Name	Erin
Last Name	Thomas
Contact Title	Director
Email Address	ethomas@hernandocounty.us
Telephone	352-754-4083

Program Information

Select the Duke Energy investment priority that best aligns with your grant proposal.	Local Resiliency
Select Local Resiliency focus area(s)	Natural disaster preparedness and response programming
Second priority area of alignment (if applicable)	Community Opportunity
Community Opportunity focus area(s)	Programs reducing obstacles and promoting access to opportunity for all families and individuals who are experiencing financial need in the communities we serve
Third priority area of alignment (if applicable)	Vibrant Economies
Select Vibrant Economies focus area(s)	Workforce development training for jobs vital to the energy economy –

Grant Request Title	#HernandoPrepares Campaign & HERricane Summer Camp
Grant Request Summary	The #HernandoPrepares public education campaign will focus on four key messages: Make a Plan, Build a Kit, Stay Informed, Get Involved. This campaign will be a combination of social media, radio, and television public service announcements taking place throughout May 2026, culminating in an annual hurricane and safety expo offering the latest information on how to prepare for, respond to, recover from, and mitigate against the prevalent hazards that face our community. This grant will also fund the fifth HERricane Camp. This is a five-day summer amp for approximately 20 young women ages 13-17 to learn about emergency management as a career, the importance of preparedness, obtain a Basic Life Support certification, how to extinguish small fires, how to create a plan for their family, and how to build a disaster supply kit. It also offers returning campers the chance to mentor incoming campers which enhances and promotes leadership skills.
Requested Grant Amount	USD 12,000.00
Fund Use	The Duke Energy Foundation funds requested would be utilized towards the cost of promoting the HERricane Summer Camp and the #HernandoPrepares Campaign and Expo on social media, promotional items, print media, television, and radio advertisements. Due to the success of the 2025 Hurricane Expo, Emergency Management has completely depleted our inventory of disaster kit promotional items. Last year's expo brought well over 1,000 attendees, 60+ vendors, meteorologist and public safety officials throughout the bay area, and the touch a truck portion has grown so much that we have outgrown our usual location for the event! Grant funds would also be used for hotel/per diem costs for guest instructors who may travel to Hernando County to assist with camp delivery. We also plan to continue with the CPR training for incoming campers, as well as the opportunity for Basic Life Support certification for returning campers! This year, we will be taking the campers to Pine Island beach where the Parks Director will give them a tour, tell them about the damages the 2024 storms left and let them see first hand what kind of improvements have been made. While there, DOH will provide equipment for the campers to take a water sample that will be send off and results returned to them before the end of the week. We will also be taking them to a fire station to take a tour and experience some activities such as putting on gear and spraying the hose.
Grant Request Overview	The #HernandoPrepares Campaign and Expo will focus on 4 key messages: 1. Make a plan - families may not be together when an emergency happens. Planning in advance allows families to stay connected in the event of an emergency. 2. Build a kit - build an emergency supply kit that contains essential items to keep your family self-reliant for at least 7 days without utilities, electricity, and water or without access to a supermarket or local services. 3. Stay informed - learn about emergencies that could happen in your area and identify sources of information that will be helpful before, during, and after an emergency. 4. Get involved - preparedness is a shared responsibility, and it takes a whole community to prepare and respond to emergencies. Donate time to contribute skills and expertise throughout the year as well as during times of community need. The HERricane Summer Camp serves to elevate women's confidence as leaders in emergency management, while expanding the image of the profession as a positive force for improving public safety and government by promoting:* Synergy: recognize the value and importance of uniting a group of individuals into a single, power force, and promoting pro-social professional connection and and environment of collegiality.*Grit: we believe in the distinct combination of passion, resilience, determination, and focus that allows a person to maintain discipline and optimism is a key to success in any career, as well as for any organization.*Adventure, Creativity, and Open-Mindedness: we utilize and promote ingenuity in our programming to foster this quality in our membership and organization. Emergency Management as a discipline, as well as career, is notoriously complicated, atypical and non-traditional - requiring resourcefulness, positivity, and inventiveness. * Professional Excellence excellence is not perfection; rather the confident pursuit of the high quality and persistent integrity

Please provide the total number of people belng served DIRECTLY by this grant program.	100000
Select ALL counties served by this grant program	**County/State**
1.	Hernando, FL
Supporting Documentation	Budget Worksheet.pdf
Program confirmation	Yes
Grant Acknowledgement	I Acknowledge
Public Officials and Related Parties	No

Financial information

Total Grant Program Budget Amount	USD 12,000.00
Upload the Overall Grant Program Budget	Budget Worksheet.pdf
Other Funders	Hernando County Emergency Management Hernando County Health Department Texas Roadhouse Mission Barbeque

Volunteer Engagement

Describe any specific volunteer opportunities associated with this grant program	Returning campers that are in the role of mentor will receive credit for volunteer hours for school/scholarship purposes. CERT volunteers assist with set up and tear down for the expo.

PROGRAM/PROJECT BUDGET

THIS IS THE PREFERRED BUDGET FORM. IF AN ALTERNATE FORM IS USED, PLEASE BE SURE TO INCLUDE ALL INCOME AND EXPENSE ITEMS.
AMOUNTS SHOULD MATCH THE FUNDING OUTLINED ON THE GRANT APPLICATION.

Enter your organization's name here:	Hernando County Emergency Managemen
Total Program/Project Amount:	$15,000.00
Total Amount Requested:	$10,000.00

Please enter the income and expenses related to the program/project for which you are requesting funding.

INCOME: Please enter other Funding Sources for this Program/Project. Be specific. If funding is pending, note expected notification date.

Funding Sources *(including in-kind donations)*	Amount Requested/Received	Status of Funding (Pending or Committed?)	Explanatory Notes *(Optional)*
EM General Fund - Office Supplies (In-Kind)	$500	Committed	Poster board, scissors, glue, copy paper, pencils
Local Restaurants - Lunch for Campers (In-Kind)	$1,500	Committed/Pending	Couple restaurants commited/seeking donations for rest of week
Home Improvement Store - Generator (In-Kind)	$1,000	Pending	Will seek in-kind generator donation for #HernandoPrepares Expo
Recognition Items	$1,000	Committed	Certificates, awards, promotionals
AED/CPR Instructor	$1,000	Committed	20 participants, $50 per participant
Vehicle for 2 field trips	$800	Commited	Beach for water testing & tour of improvements after a storm
Total Income	**$ 5,800**	**$ -**	

EXPENSES: Please itemize expenses for the total program/project amount, listing the total cost of each item and the amount requested from Duke Energy.

Expense Items *Specify items. Do not categorize.*	Item Cost	Amount Requested from Duke Energy grant program	Explanatory Notes *(Optional)*
Advertising/Promotions	$6,500	$6,500	Social media, radio, television, print media
Uniform T-Shirts	$800	$800	50 shirts, $16 per shirt (HERricane & #HernandoPrepares)
Travel for Guest Instructor	$1,600	$1,600	Hotel, per diem for 1 instructor
NOAA Weather Radios	$900	$900	30 radios, $30 per radio
Disaster supply kits	$700	$700	Flashlights, batteries, can openers, etc.
Stop the Bleed Kits	$1,500	$1,500	25 kits, $60 per kit
Total Expenses	**$ 12,000**	**$ 12,000**	

From: Duke Energy Foundation <noreply@system.versaic.com>
Sent: Friday, May 1, 2026 8:55 AM
To: Angel Turner <ATurner@co.hernando.fl.us>
Cc: Annemarie.Sanchez@duke-energy.com <Annemarie.Sanchez@duke-energy.com>
Subject: Duke Energy Foundation Grant Request # 13751 has been approved for #HernandoPrepares Campaign & HERricane Summer Camp

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Angel,

The request you submitted has been approved.

Congratulations! The Duke Energy Foundation has awarded Hernando County Board of County Commissioners with USD 10000.00 for your project #HernandoPrepares Campaign & HERricane Summer Camp. We look forward to partnering with you on this work and will be in touch to coordinate outreach efforts.

You can expect payment within 30-60 days of receiving this email. If you have specific questions, please reach out to your Duke Energy Foundation contact.

Congrats, again!

The Duke Energy Foundation Team
Foundation@duke-energy.com

Visit the Benevity Causes Portal to learn about the following and more:
Where do I find my disbursement reports?
Why should I sign up for electronic funds transfer (EFT)?

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	PREV	BUDGET	AMENDED
	ACCOUNT			LINE DESCRIPTION	EFF DATE	BUDGET	CHANGE	BUDGET ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC	JNL-DESC	ENTITY	AMEND
2026 08	80450	05/12/2026			BUA	EMDON	1	2
1	B1144070	337200		EMERGENCY MANAGEMENT	LOCAL	GRANTS-PUBLIC SAFETY	.00	-10,000.00 -10,000.00
	B132-142-40003-30-00000-337200-					HERicane Camp - Duke Energy	05/12/2026	
2	B1144060	535200		EMERGENCY MANAGEMENT	OPERATING	-OPERATING SUPPLIES	.00	10,000.00 10,000.00
	B132-142-40003-30-52500-535200-					HERicane Camp - Duke Energy	05/12/2026	
					** JOURNAL TOTAL			0.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: 5094Msrivera

YEAR PER JNL SRC ACCOUNT EFF DATE JNL DESC REF 1 REF 2 REF 3	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
2026 8 80450					
BUA B132-142-40003-30-00000-337200- 05/12/2026 EMDON	LOCAL GRANTS-PUBLIC SAFETY HERicane Camp - Duke Energy	5			10,000.00
BUA B132-142-40003-30-52500-535200- 05/12/2026 EMDON	OPERATING-OPERATING SUPPLIES HERicane Camp - Duke Energy	5		10,000.00	
				.00	.00
BUA B132-000-00000-00-00000-24100C- 05/12/2026 EMDON	CTRL APPROPRIATION				10,000.00
BUA B132-000-00000-00-00000-27100C- 05/12/2026 EMDON	CTRL ESTIMATED REVENUES			10,000.00	
	SYSTEM GENERATED ENTRIES TOTAL			10,000.00	10,000.00
	JOURNAL 2026/08/80450 TOTAL			10,000.00	10,000.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

FUND BALANCE SEG / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION	DEBIT	CREDIT
B132 PRIVATE GRANTS	2026	8	80450	05/12/2026		
B132-000-00000-00-00000-24100C-				CTRL APPROPRIATION		10,000.00
B132-000-00000-00-00000-27100C-				CTRL ESTIMATED REVENUES	10,000.00	
				FUND TOTAL	10,000.00	10,000.00

** END OF REPORT - Generated by Mindy Rivera **

RESOLUTION NO.: 2026-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY AMENDING THE BUDGET TO REFLECT INCREASED FUNDS OR REVENUES NOT ANTICIPATED IN THE 2026 BUDGET, PURSUANT TO §129.06 OF THE FLORIDA STATUTES, APPROPRIATING AND EXPENDING INCREASED FUNDS AS PROVIDED BY THE AMENDED BUDGET; AND ADDING INCREASED AND UNANTICIPATED REVENUES TO THE PROPER FUND OF THE BUDGET.

WHEREAS, Hernando County is in receipt of funds not anticipated when the budget for the 2026 Fiscal Year was adopted; and,

WHEREAS, pursuant to §129.06 of the Florida Statutes, the budget for Fiscal Year 2026 must be amended to account for these unanticipated increased revenues; and,

WHEREAS, the total 2026 Fiscal Year Adopted Budget will be adjusted in the amount set forth below and the total estimated receipts, including balances brought forward, shall equal the total of the appropriations and reserves.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA, AS FOLLOWS:

REVENUES

Account Number	Account Name	Present Budget	Increase/ Decrease	Amended Budget
B132-142-40003-30-00000-337200	Local Grants - Public Safety	0.00	10,000.00	$10,000.00
				0.00
				0.00
				0.00
		$0.00	$10,000.00	$10,000.00

EXPENSES

Account Number	Account Name	Present Budget	Increase/ Decrease	Amended Budget
B132-142-40003-30-52500-535200	Operating - Operating Supplies	0.00	10,000.00	$10,000.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
		$0.00	$10,000.00	$10,000.00

ADOPTED this __ day of _____, 2026.

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

Attest: _____
DOUGLAS A. CHORVAT, JR.
Clerk of Circuit Court & Comptroller

By: _____
Jerry Campbell
Chairman

**** Reference: Legistar # / Mtg Date. 17509 / 6/9/26**

Office of Management and Budget use only:

Fund Number: B132 **Department No.** 142 **Approved by: ED** **Date:** 6/3/26 **Journal: 80450**

RESOLUTION NO.: 2026-114

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY AMENDING THE BUDGET TO REFLECT INCREASED FUNDS OR REVENUES NOT ANTICIPATED IN THE 2026 BUDGET, PURSUANT TO §129.06 OF THE FLORIDA STATUTES, APPROPRIATING AND EXPENDING INCREASED FUNDS AS PROVIDED BY THE AMENDED BUDGET; AND ADDING INCREASED AND UNANTICIPATED REVENUES TO THE PROPER FUND OF THE BUDGET.

WHEREAS, Hernando County is in receipt of funds not anticipated when the budget for the 2026 Fiscal Year was adopted; and,

WHEREAS, pursuant to §129.06 of the Florida Statutes, the budget for Fiscal Year 2026 must be amended to account for these unanticipated increased revenues; and,

WHEREAS, the total 2026 Fiscal Year Adopted Budget will be adjusted in the amount set forth below and the total estimated receipts, including balances brought forward, shall equal the total of the appropriations and reserves.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA, AS FOLLOWS:

REVENUES

Account Number	Account Name	Present Budget	Increase/ Decrease	Amended Budget
B132-142-40003-30-00000-337200	Local Grants - Public Safety	0.00	10,000.00	$10,000.00
				0.00
				0.00
				0.00
		$0.00	$10,000.00	$10,000.00

EXPENSES

Account Number	Account Name	Present Budget	Increase/ Decrease	Amended Budget
B132-142-40003-30-52500-535200	Operating - Operating Supplies	0.00	10,000.00	$10,000.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
		$0.00	$10,000.00	$10,000.00

ADOPTED this 9 day of June 2026.

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

By: _____
Jerry Campbell
Chairman

Attest: _____
DOUGLAS A. CHORVAT, JR.
Clerk of Circuit Court & Comptroller

SEAL

** Reference: Legistar # / Mtg Date. 17509 / 6/9/26

Office of Management and Budget use only:

Fund Number: B132 **Department No.** 142 **Approved by: ED** **Date:** 6/3/26 **Journal: 80450**

Board of County Commissioners

AGENDA ITEM

Meeting: 06/09/2026
Department: Emergency Management
Prepared By: Mindy Rivera
Initiator: Mindy Rivera
DOC ID: 17459
Legal Request Number:
Bid/Contract Number:

TITLE

Budget Resolution to True Up Funds for State Funded Emergency Preparedness Assistance Grant for Emergency Management Department

RESULT:	**ADOPTED**
MOVER:	John Allocco
SECONDER:	Ryan Amsler
AYES:	Campbell, Amsler, Champion and Allocco
ABSENT:	Hawkins

Journal Proof Report

Journal Number: 80354 Year: 2026 Period: 8 Description: True-Up Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	B001-142-30013-30-00000-334200-	STATE GRANT-PUBLIC SAFETY				$10806.00
BUA	B001-142-30013-30-52500-535264-	UNCAPITALIZED EQUIPMENT			$10806.00	
			Journal 2026/8/80354	Total	$10806.00	$10806.00

Journal Proof Report

Journal Number: 80354 Year: 2026 Period: 8 Description: True-Up Reference 1: Reference 2: Reference 3:

System Generated Lines

Account Display	Account Description	Debit	Credit
	Total		

Journal Proof Report

Journal Number: 80354 Year: 2026 Period: 8 Description: True-Up Reference 1: Reference 2: Reference 3:

Fund Summary

Fund		Account Description		Debit	Credit
B001	BCC - GENERAL FUND				
	B001-000-00000-00-00000-24100C-	CTRL APPROPRIATION			$10806.00
	B001-000-00000-00-00000-27100C-	CTRL ESTIMATED REVENUES		$10806.00	
			Fund Total	10806.00	10806.00

Account Id	Org	Object	Project	Full Account	Description	Type	Status	Revised	Actual	Enc/Reqs	Available Budget	Percent Used	Starting Balance	Debits	Credits	Ending Balance
10460	B0143140	334200		B001-142-30013-30-00000-334200-	STATE GRANT-PUBLIC SAFETY	Revenue	Active	-95,000.00	-26,451.50	0.00	-68,548.50	27.84	0.00	0.00	26,451.50	-26,451.50
19260	B0143030	535264		B001-142-30013-30-52500-535264-	UNCAPITALIZED EQUIPMENT	Expense	Active	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Agreement Number: A0552

STATE-FUNDED GRANT AGREEMENT
EMERGENCY PREPARDNESS AND ASSISTANCE GRANT

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and **Hernando County** , (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and,

B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division AND Recipient agree to the following:

(1) SCOPE OF WORK

(a) The Recipient shall perform the work in accordance with the Scope of Work (Attachment A) and Proposed Budget Detail Worksheet (Attachment A (2)), of this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS, AND POLICIES

(a) As required by Section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

(b) In addition to the foregoing, the Recipient and the Division shall be governed by all applicable State and Federal laws, rules, and regulations, including those identified in the Scope of Work (Attachment A). Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) PERIOD OF AGREEMENT

This Agreement shall begin **July 1, 2025,** and shall end on **June 30, 2026**, unless terminated earlier in accordance with the provisions of Paragraph (12) TERMINATION. In accordance with Section 215.971(1)(d), Florida Statutes, the Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of Agreement.

(4) FUNDING CONSIDERATION

(a) This is a fixed-cost Agreement, subject to the availability of funds. Upon satisfactory completion of each deliverable, the first, second, third, and fourth payment request may be submitted for a fixed amount of **$26,451.50** each quarter. Upon submission of a request for payment, Recipient must also submit a Quarterly Report of expenditures to the Division's Grants Manager consistent with the Scope of Work (Attachment A).

(b) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.

(c) The Division will reimburse the Recipient only for the allowable costs incurred by the Recipient for the completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in the Proposed Budget Detail Worksheet (Attachment A (2)) The maximum reimbursement amount for the entirety of this Agreement is **$105,806.00**.

(d) The Division will review quarterly requests for reimbursement by comparing the documentation provided by the Recipient against a performance measure outlined in Scope of Work (Attachment A), and Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Attachment C) which clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

(e) The Division's Grant Manager, as required by Section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the period of agreement and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Recipient.

(f) For the purposes of this Agreement, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(g) As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accord with Section 112.061, Florida Statutes. The Recipient must submit submission of the claim on either their local travel voucher with supporting documentation and their local travel policy, or on the approved state travel voucher.

(5) REPORTS

(a) The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress of all Recipients and subcontractors in completing the work described in the Scope of Work (Attachment A) and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

(b) Quarterly reports are due to the Division no later than forty-five (45) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30.

(c) The Close-Out Report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever occurs first.

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Proposed Budget Detail Worksheet (Attachment A (2)) and Scope of Work (Attachment A).

(e) The Recipient shall provide additional program updates or information that may be required by the Division.

(f) The Recipient shall provide additional reports and information identified in the Division of Emergency Management Enterprise Solution (DEMES).

(6) MONITORING

(a) The Division is responsible for and shall monitor Recipients performance under this Agreement. Recipient shall monitor the performance of its contractors, consultants, agents, and who are paid from funds provided under this Agreement or acting in furtherance of this Agreement.

(b) In addition to reviews of audits conducted in accordance with Exhibit 1 – Audit Requirements, monitoring procedures may include, but not limited to, desk reviews and on-site visits by Division staff, limited scope audits, and other procedures.

(c) Monitoring visits are performed to confirm grant requirements are being fulfilled to ensure correct and accurate documentation is being generated and to assist with any questions or concerns Recipients may have related to the grant. Recipients will be monitored programmatically and financially by the Division to ensure that all grant activities and project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met.

(d) On-site monitoring visits will be performed according to Division schedules, as requested, or as needed. At minimum, Recipients will receive monitoring from the Division once per year. If an on-site visit cannot be arranged, the Recipient may be asked to perform desk review monitoring. Additional monitoring visits may be conducted throughout the period of performance as part of corrective action when Recipients are demonstrating non-compliance.

(7) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement. For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes.

(8) AUDITS

(a) In accounting for the receipt and expenditure of funds under this Agreement, the Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

(b) When conducting an audit of the Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government

auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

(c) If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Recipient of such non-compliance.

(d) The Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audits must be received by the Division no later than nine months from the end of the Recipient's fiscal year.

(e) The Recipient shall send copies of reporting packages required under this paragraph directly to each of the following:

The Division of Emergency Management
DEMSingle_Audit@em.myflorida.com
DEMSingle_Audit@em.myflorida.com
OR
Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

The Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

(9) LIABILITY

(a) Unless Recipient is a state agency or subdivision, as defined in Section 768.28, Florida Statutes, the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performed under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division but is an independent contractor.

(b) As required by Section 768.28(19), Florida Statutes, any Recipient which is a state agency or subdivision, as defined in Section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in

Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (11) REMEDIES; however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If material adverse changes occur in the financial condition of the Recipient at any time during the period of agreement, and the Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;

(c) If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete, or insufficient information; or,

(d) If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(11) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days, provide written notice to the Recipient and upon the Recipient 's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in Paragraph (3) herein;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds;

(e) Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance;

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected;

iii. Advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question; or,

iv. Require the Recipient to reimburse the Division for costs incurred for any items determined to be ineligible;

(f) Exercise any other rights or remedies which may be available under law. Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

(12) TERMINATION

(a) The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

(b) The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty (30) calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of this Agreement.

(d) In the event this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of this Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of this Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due to the Division from the Recipient is determined.

(13) PROCUREMENT

(a) The Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§

200.318 through 200.327, Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards"), and Section 287.057, Florida Statutes.

(b) As required by 2 C.F.R. § 200.318(i), the Recipient shall "maintain records sufficient to detail the history of procurement. These records will include but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

(c) As required by 2 C.F.R. § 200.318(b), the Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

(d) Except for procurements by micro-purchases pursuant to 2 C.F.R. § 200.320(a)(1) or procurements by small purchase procedures pursuant to 2 C.F.R. § 200.320(a)(2), if the Recipient chooses to subcontract any of the work required under this Agreement, then the Recipient shall forward to the Division a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. The Division shall review the solicitation and provide comments, if any, to the Recipient within seven (7) business days. Consistent with 2 C.F.R. §200.325, the Division will review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. §§ 200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. § 200.318(k), the Division will not substitute its judgment for that of the Recipient. While the Recipient does not need the approval of the Division in order to publish a competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications. The Division's review and comments shall not constitute an approval of the solicitation. Regardless of the Division's review, the Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Recipient as quickly as possible within the seven (7) business day window outlined above. If the Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (12) above; and,

ii. Refuse to reimburse the Recipient for any costs associated with that solicitation.

(e) Except for procurements by micro-purchases pursuant to 2 C.F.R. § 200.320(a)(1) or procurements by small purchase procedures pursuant to 2 C.F.R. § 200.320(a)(2), if the Recipient chooses to subcontract any of the work required under this Agreement, then the Recipient shall forward to the Division a copy of any contemplated contract prior to contract execution. The Division shall review the unexecuted contract and provide comments, if any, to the Recipient within seven (7) business days.

Consistent with 2 C.F.R. § 200.325, the Division will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§ 200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. § 200.318(k), the Division will not substitute its judgment for that of the Recipient. While the Recipient does not need the approval of the Division in order to execute a subcontract, this review may allow the Division to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. The Division's review and comments shall not constitute an approval of the subcontract. Regardless of the Division's review, the Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Recipient as quickly as possible within the seven (7) business day window outlined above. If the Recipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in Paragraph (12) above; and,

ii. Refuse to reimburse the Recipient for any costs associated with that subcontract.

(f) The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

(g) As required by 2 C.F.R. § 200.318(c)(1), the Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

(h) As required by 2 C.F.R. § 200.319, the Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

(i) Except in those cases where applicable Federal statutes expressly mandate or encourage otherwise, the Recipient, as required by 2 C.F.R. § 200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

(j) The Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. § 200.320(b)(1) as well as Section 287.057(1)(a), Florida Statutes.

(k) The Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. § 200.320(b)(2) as well as Section 287.057(1)(b), Florida Statutes.

(14) ATTACHMENTS AND EXHIBITS

(a) All attachments to this Agreement are incorporated as if set out fully.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(c) This Agreement has the following attachments:

Exhibit 1 – Single Audits

Exhibit 2 – EM Director Certification

Attachment A – Scope of Work

Attachment A (1) – Allowable Costs and Eligible Activities – Budget Directions

Attachment A (2) – Proposed Program Budget Detail Worksheet

Attachment A (3) – Quarterly Reports

Attachment B – Justification of Advance Payment

Attachment C – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Attachment D – Warranties and Representations

Attachment E – Statement of Assurances

(15) NOTICE OF CONTACT

(a) All notices provided by Recipient under or pursuant to this Agreement shall be in writing to Division's Grant Manager and delivered by standard or electronic mail using the correct information provided in Subparagraph 15(b) below.

(b) The name and address of Division's Grant Manager for this Agreement is:

Division Contractual Point of Contact
Josue' Jean 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 815-4419 Josue.Jean@em.myflorida.com

(c) The name and address of Division's Programmatic Reviewer for this Agreement is:

Division Programmatic Point of Contact
Clesha Pennywell 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 815-4310 Clesha.Pennywell@em.myflorida.com

(d) The name and address of Representative of the Recipient responsible for the administration of this Agreement is:

Name:	Erin Thomas
Title:	Emergency Management Director
Address:	18900 Cortez Blvd. Brooksville, FL 34601
Phone:	352-754-4083
Email:	ethomas@hernandocounty.us

(16) PAYMENTS

(a) Any advance payment under this Agreement is subject to Section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based, and a justification statement shall be included in this Agreement as Justification of Advance Payment as Attachment B. Justification of Advance Payment (Attachment B) will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial

advance, if any, payment shall be made on a reimbursement basis as needed. FDEM will only advance 50% of the total award amount.

(b) Invoices shall be submitted to include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within forty-five (45) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division Grant Manager as part of the Recipient's quarterly reporting as referenced in Paragraph (5) REPORTS of this Agreement.

(c) If the necessary funds are not available to fund this Agreement as a result of action by the State Chief Financial Officer or under Paragraph (4) FUNDING CONSIDERATION of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(17) REPAYMENTS

(a) All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management," and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

(b) In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(18) MANDATED CONDITIONS AND OTHER LAWS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with (thirty) 30 days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

(d) The Recipient agrees to comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

(e) 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 a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the 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 thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(f) Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are presently not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

ii. 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;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any offenses enumerated in Paragraph (18)(f)(ii) of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

(g) If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

(h) In addition, the Recipient shall send to the Division (via Division of Emergency Management Enterprise Solutions (DEMES)) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment C) for each intended subcontractor which

Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

(i) The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Recipient created or received under this Agreement.

(j) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

(k) The State of Florida will not intentionally award publicly funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324(a) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

(l) Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political division granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

(m) The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5),Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(19) STATE REQUIREMENTS PERTAINING TO LOBBYING

(a) Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

(b) No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(20) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE

OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

(a) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless this Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(c) Within thirty (30) days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement that he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property that is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights that accrue during performance of this Agreement.

(d) If the Recipient qualifies as a state university under Florida law, then, pursuant to Section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Recipient shall become the sole property of the Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Recipient, under this Agreement, for Florida government purposes.

(21) LEGAL AUTHORIZATION.

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

(22) STATEMENT AND ASSURANCES

The Recipient shall comply with any Statement of Assurances incorporated as Attachment E.

(23) RECORDS

(a) As a condition of receiving state financial assistance, and as required by Sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Recipient's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "Recipient" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.

(b) The Recipient shall maintain all records related to this Agreement for the period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/.

(c) Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) all meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Recipient based upon the funds provided under this Agreement, the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

(d) Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private

entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

(e) The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the (Attachment A 2) – Proposed Budget Detail Worksheet and Scope of Work (Attachment A) - and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(24) TERMS AND CONDITION

This Agreement contains all the terms and conditions agreed upon by the parties.

(25) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(26) MODIFICATION

Either Party may request modification of the provisions of this agreement. Modifications of provisions of this Agreement are valid only when reduced to writing and duly signed by the Parties.

(27) CONSTRUCTION AND RENOVATION

Construction and renovation projects for a local government's principal Emergency Operations Center (EOC) are allowable under the EMPA Program. The Division must provide written approval prior to the use of any EMPA Program funds for construction or renovation. Requests for EMPA Program funds for construction of an EOC must be accompanied by a justification to their EMPA Grant Manager for review and processing. The above examples are not intended to exclude other construction projects as potentially allowable costs. For

example, construction of a facility for the storage of critical emergency supplies, as a Point of Distribution (POD) for emergency distribution, and/or to serve as a staging area for deployment of emergency response resources is potentially an allowable expense. Other construction or renovation projects, such as a secondary or local EOC, will be considered on a case-by-case basis, with advance written approval.

(28) REAL PROPERTY AND STATE SECURITY INTEREST

In accordance with section 287.05805, Florida Statutes, if any state funds are utilized for the acquisition of real property or for improvements to real property, the Contractor or Political Subdivision receiving such funds must grant the State of Florida a security interest in the subject property. This security interest shall be, at a minimum, equivalent to the total amount of state funds provided. The security interest must remain in effect for a period of at least five (5) years from the date of property purchase or the date of completion of the improvements, or for a longer duration if so, mandated by applicable law.

(29) CONTRACTING WITH SMALL AND MINORITY BUSINESSES

(a) If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. § 200.321 and Section 288.703, Florida Statutes, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and,

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

(b) The requirement outlined in subparagraph (a) above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of

a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

(c) The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

(d) The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

STATE OF FLORIDA

FLORIDA DIVISION OF EMERGENCY MANAGEMENT

STATE - FUNDED SUBAWARD AND GRANT AGREEMENT

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement as of the date set forth below.

RECIPIENT:

By: _____

Brian Hawkins, BOCC Chair

(Name and Title)

Date: 09-23-2025

59-1155275

Federal Identification Number

MWKBKNTZ9SW7

UEID/SAM Number

If signing electronically: *By providing this electronic signature, I am attesting that I understand that electronic signatures are legally binding and have the same meaning as handwritten signatures. I am also confirming that internal controls have been maintained, and that policies and procedures were properly followed to ensure the authenticity of the electronic signature.*

This statement is to certify that I confirm that this electronic signature is to be the legally binding equivalent of my handwritten signature and that the data on this form is accurate to the best of my knowledge.

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: Chanda D. Jenkins, Deputy Bureau Chief

for: **Kevin Guthrie, Division Director**

Date: 10/16/2025

Approved as to form
and legal sufficiency
By: Michael Cowan
County Attorney's Office

FY 2025 EMPA AGREEMENT
EXHIBIT 1 – SINGLE AUDITS

AUDIT COMPLIANCE CERTIFICATION	
Email a copy of this form at the time of agreement submission to the Division at: DEMSingle_Audit@em.myflorida.com.	
Recipient: Hernando County Board of County Commissioners	
FEIN: 59-1155275	**Sub- Recipient's Fiscal Year:** 2025-2026
Contact Name: Erin Thomas	**Contact's Phone:** 352-754-4083
Contact's Email: ethomas@hernandocounty.us	

1. Did Recipient expend the State Financial Assistance, during its fiscal year, that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Recipient and the Florida Division of Emergency Management (Division)? ☑Yes ☐No

   If the above answer is yes, answer the following before proceeding to item 2.

   Did Recipient exceed $750,000 or more of State financial assistance (from DIVISION and all other sources of State financial assistance combined) during its fiscal year? ☑Yes ☐No

   If yes, Recipient certifies that it will timely comply with all applicable State single or project specific audit requirements of section 215.97(2)(i), Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did **Recipient** expend Federal awards during its fiscal year that it received under any agreement (e.g. contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Recipient and Division? ☑Yes ☐No

   If the above answer is yes, answer the following before proceeding to item 2.

   Did Recipient exceed $750,000 or more of federal awards (from Division and all other sources of federal awards combined) during its fiscal year? ☑Yes ☐No

   If yes, Recipient certifies that it will timely comply with all applicable single or program – specific audit requirements of title 2 C.F.R. part 200, subpart F, as adopted and supplement by DHS at 2 C.F.R. part 200.

By signing below, I certify, on behalf of Recipient, that the above representations for items 1 and 2 are correct.

Signature of Authorized Representative	**Date** 09-23-2025
Brian Hawkins	BOCC Chair
Printed Name of Authorized Representative	**Title of Authorized Representative**

Approved as to form
and legal sufficiency
By: Michael Cowan
County Attorney's Office

FY 2025 EMPA
AGREEMENT
EXHIBIT 2–EM DIRECTOR
CERTIFICATION

In accordance with the 2025 Emergency Management Preparedness and Assistance Grant agreement, which shall begin July 1, 2025, and shall end on June 30, 2026, and to remain consistent with section 252.38(1)(c), Florida Statutes and Rules 27P-19.005(4) and (5), Florida Administrative Code, in order to receive EMPA funding, each County Emergency Management Agency shall annually certify on their Exhibit 3 their commitment to employ and maintain a Director.

I, Brian Hawkins, certify compliance with the requirements for the 2025 Emergency Management Preparedness and Assistance grant program.

Hernando County (Recipient) has employed an _____ (EM Director) pursuant to Section 252.38(3)(b), Florida Statutes.

I, Brian Hawkins also certify that I am the official representative for Hernando County (Recipient) and have authority to bind Hernando County (Recipient) to this certification of compliance.

Signed by: _____

Printed Name: Brian Hawkins

Title: BOCC Chair

Date: 09-23-2025

Phone/Email: 352-754-4000 bhawkins@hernandocounty.us

Approved as to form
and legal sufficiency
By: Michael Cowan
County Attorney's Office

Attachment A
Scope of Work
FY 2025 EMPA Agreement

I. GENERAL POLICY

The purpose of the Emergency Management Preparedness and Assistance Grant (EMPA) is to provide state funds to assist local governments in preparing for all hazards as authorized by Section 252.373, Florida Statutes. Funds shall be allocated to implement and administer county emergency management programs, to support the following activities:

- **Planning**
- **Organization**
- **Equipment**
- **Training**
- **Exercise, and**
- **Management and Administration**

Pursuant to Rule 27P-19.010(11), Florida Administrative Code, the Division shall determine allowable costs in accordance with 48 C.F.R. Part 31, entitled "Contract Cost Principles and Procedures." 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

II. TASKS AND QUARTERLY DELIVERABLES

Recipient shall support efforts to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas described in the National Preparedness Goal.

Counties must be able to prepare for, respond to, recover from, and mitigate against natural and man-made disasters/emergencies.

The Recipient must successfully complete the following Tasks and Deliverables throughout the period of performance. Quarterly deliverables must be uploaded through the Division of Emergency Management Enterprise Solution (DEMES) portal.

Q1 TASK 1: CERTIFICATION OF COUNTY EMERGENCY MANAGEMENT STAFF

EMERGENCY MANAGEMENT DIRECTOR AND STAFF CERTIFICATION

Pursuant to Section 252.38(1)(c), Florida Statutes, the County Emergency Management Agency shall perform emergency management functions throughout the jurisdictional limits of the county in which it is organized.

Pursuant to Rule 27P-19.004, Florida Administrative Code, each County Emergency Management Agency must annually certify their commitment to employ and maintain a director consistent with Rule 27P-19.005(4) and (5), Florida Administrative Code.

To demonstrate successful completion, the Recipient must submit the following into DEMES:

DELIVERABLES:

- **Exhibit 2** – Certification letter for the Emergency Management Director in accordance with Rule 27P-19.004, Florida Administrative Code, in accordance with Table below.

- **Reporting Form 4** – Staffing Detail and Position Descriptions for funded emergency management staff.

Q1 TASK 2: STATE MUTUAL AID AGREEMENT (SMAA)

Pursuant to sSection 252.38(1)(c), Florida Statutes, the County Emergency Management Agency shall perform emergency management functions within the territorial limits of the county within which it is organized and, in addition, shall conduct such activities outside its territorial limits as are required pursuant to sections 252.31-252.90, Florida Statutes, and in accordance with state and county emergency management plans and mutual aid agreements. Counties shall serve as liaison for and coordinator of municipalities' requests for state and federal assistance during post disaster emergency operations.

To demonstrate successful completion, the Recipient must submit the following into DEMES:

DELIVERABLES:

- **Self-Submittal** – Submit the executed Statewide Mutual Aid Agreement in accordance with section 252.38, Florida Statutes, Emergency management powers of political subdivisions.

REPORTING REQUIREMENTS

Quarter 1	Quarter 2	Quarter 3	Quarter 4
Deliverables Due	**Updates Only**	**Updates Only**	**Updates Only**

Q2 TASK 1: TRAINING AND EXERCISE

INTEGRATED PREPAREDNESS PLAN (IPP)

The County Emergency Management Agency shall be required to engage senior leaders and other whole community stakeholders to identify preparedness priorities specific to training and exercise needs, which will guide development of the county's multi-year IPP. The IPP should identify a combination of planning, training and exercise activities that address preparedness priorities and capability gaps based on planning efforts, hazard and risk assessments, and exercise/incident after-action reviews (AARs).

The State of Florida uses the Integrated Preparedness Plan Workshop (IPPW) process to synchronize local IPP's into a statewide IPP. Sub-Recipients shall have a representative participate in their Regional IPPW, and EMPG funded personnel are encouraged to attend.

To demonstrate successful completion, the Recipient must submit the following in DEMES:

DELIVERABLES:

- Submit the County 2028-2029 IPP Data Sheets by January 12, 2026, in DEMES
- Proof of participation by a representative of the Subrecipient in the appropriate Regional IPP Workshop (IPPW)

Q2 TASK 2: TRAINING AND EXERCISE

NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) IMPLEMENTATION

All EMPA Program-funded personnel are expected to be trained emergency managers. All EMPA funded personnel must complete either the NIMS Independent Study courses and the Professional Development Series, or the FEMA National Emergency Management Basic Academy delivered either by EMI or at a sponsored state, local or other designated location. (AARs).

- NIMS Training, Independent Study (IS)-100 (any version), IS-200 (any version), IS-700 (any version), and IS-800 (any version) 4, **and**
- Professional Development Series (PDS) or the Emergency Management Professionals Program (EMPP) Basic Academy courses listed in the chart below.

PDS Professional Development Series	**OR**	**Basic Academy** Basic Academy Pre-requisites and Courses
IS-120.a: An Introduction to Exercises		IS-100 (any version): Introduction to the Incident Command System
IS-230.d: Fundamentals of Emergency Management		IS-700 (any version): National Incident Management System (NIMS)-An Introduction
IS-235.b: Emergency Planning		IS-800 (any version): National Response Framework, An Introduction
IS-240.b: Leadership and Influence		IS-230.d: Fundamentals of Emergency Management
IS-241.b: Decision Making and Problem Solving		E/L101: Foundations of Emergency Management
IS-242.b: Effective Communication		E/L102: Science of Disasters
IS-244.b: Developing and Managing Volunteers		E/L103: Planning Emergency Operations
IS-244.b: Developing and Managing Volunteers		E/L104: Exercise Design
IS-244.b: Developing and Managing Volunteers		E/L105: Public Information & Warning

To demonstrate successful completion, the Recipient must submit the following in DEMES:

DELIVERABLES:

- Staffing Detail for all EMPA funded personnel.
- Training verifications for EMPA funded personnel listed on Staffing Detail –will be provided by the FDEM Training and Exercise (T&E) Unit to the FDEM Grant Management Staff.

Q2 TASK 3: SHELTERING PLAN AND POINT OF DISTRIBUTION (POD) PLAN

A. SHELTERING LOCATIONS AND SHELTERING PLAN

The County Emergency Management Agency shall provide their shelter locations and create a Sheltering Plan focusing on emergency sheltering and local disaster housing strategy serving as a guide to support temporary housing both in the response and

recovery phases of a disaster.

B. EMERGENCY SITES & POD PLAN

The County Emergency Management Agency shall provide their emergency sites (i.e., County Staging Areas, Points of Distribution (POD), Debris Management Sites, etc.) locations and create a POD Plan focusing on the distribution of resources (i.e., food, water, etc.) during the aftermath of disaster.

To demonstrate successful completion, the Recipient must submit the following in DEMES:

DELIVERABLES:

- Submit the County Shelter Locations by January 12th, 2026 in WebEOC;
- Submit the County Shelter Plan by January 12th, 2026 in DEMES;
- Submit the County Emergency Sites Locations by January 12th, 2026 in WebEOC; and
- Submit the County Point of Distribution Plan by January 12th, 2026 in DEMES.

REPORTING REQUIREMENTS:

Quarter 1	Quarter 2	Quarter 3	Quarter 4
N/A	Deliverables Due	Updates Only	Updates Only

Q3 TASK 1: STATEWIDE EXERCISE AND CONFERENCE ATTENDENCE

A. FLORIDA TRAINING FOR EMERGENCY MANAGEMENT AND STATEWIDE EXERCISE

The County Emergency Management Agency must provide documentation demonstrating attendance of its emergency management funded staff at Florida's Training for Emergency Management (FTEM) Conference and a full day participation in the yearly Statewide Exercise.

For FTEM, standard counties are required to show attendance of at least two (2) such staff members, while fiscally constrained counties must demonstrate attendance of at least one (1) staff member.

To demonstrate successful completion, the Recipient must submit the following in DEMES:

DELIVERABLES:

- **Self-Report** – Statewide Exercise and Conference attendance proof submitted in accordance with Table below.
- A copy of the post-event report with attendee names, session summaries, and lessons learned.

REPORTING REQUIREMENTS:

Quarter 1	Quarter 2	Quarter 3	Quarter 4
N/A	N/A	Deliverables Due	Updates Only

Q4 TASK 1: POLICY OR PROTOCOL SUBMITTAL

A. Procurement Policy

The County Emergency Management Agency shall provide documentation demonstrating its local policy or protocol for purchasing, which must be based on national best practices discussed at the FTEM.

To demonstrate successful completion, the Recipient must submit the following in DEMES:

DELIVERABLES:

- **Self-Report** – Submit procurement policy for purchasing based on national best practices discussed at the conference in accordance with Table below.
- Submit procurement policy with supporting documentation.

Q4 TASK 2: VALIDATING CAPABILITIES THROUGH EXERCISE

B. Exercises

Exercises play a vital role in preparedness by testing capabilities, familiarizing emergency management personnel with role and responsibilities, fostering meaningful interaction and communicating across organizations. Exercises bring together and strengthen the whole community in its efforts to prevent, protect against, mitigate, respond to, and recover from all hazards.

To demonstrate successful completion of task 2 for Quarter 4, all EMPA funded personnel are required to participate in a minimum of three (3) exercises during the agreement period.

To demonstrate successful completion, the Recipient must submit the following in DEMES:

DELIVERABLES:

- **Self-Report** – Sub-Recipient must provide sign-in sheets for exercise in which EMPA funded personnel participated in accordance with Table below.

- If a local jurisdiction has experienced a major disaster and they would like to request exemptions for a scheduled exercise, the recipient should send this request to its assigned Grants Manager utilizing the quarterly report. Exemptions will be reviewed/approved by the State on a case-by-case basis.

Q4 TASK 3: LOCAL BUDGET MATCH

DIVISION FORM 3

In accordance with Rule 27P-19.011, Florida Administrative Code, base grants shall be matched at an amount either equal to the average of the previous three years' level of county general revenue funding of the County Emergency Management Agency or the level of funding for the County Emergency Management Agency for the last fiscal year, whichever is lower. Required with this form, the county needs to provide a copy of the current EM local budget (general revenue) and general ledger expenditure report as of 6/30/2026.

To demonstrate successful completion, the Recipient must submit the following into DEMES:

DELIVERABLES:

- **Division Form 3** – A copy of the current and accurate County Emergency Management Local Budget (General Revenue) including the budget approval date. All requests for a budget match reduction shall be requested no later than 45 days after the county budget has been approved; in accordance with Table below.

  To be eligible for any reduction, the Base Grant recipient shall demonstrate and certify that the reduction is due to reductions in county general revenue funding and that the amount of the requested reduction is equivalent to across the board reductions in all county budgets. County requests for reduction shall be signed by the county's chief elected officer and the certification of reduction in county budget funding shall be signed by the county's chief financial officer. Requests shall certify the intent to return to pre-reduced funding as soon as practicable, and shall provide an estimate of the date at which the county will return to the current level of funding. Requests for reduction shall also be accompanied by financial data for the previous three years indicating: the level of county funding for the County Emergency Management Agency budget; budget detail regarding all individual items of the County Emergency Management Agency budget; and the proposed level of funding, for all budget items, if the reduction is authorized by the Division. All requests for match reduction shall be submitted no later than forty-five (45) days after the county budget has been approved or by the first quarter by the governing body of the jurisdiction, or the opportunity to request shall be waived.
- **Self Report 4** – A copy of the local EM general revenue expenditure (general ledger) report.in accordance with Table below.

REPORTING REQUIREMENTS:

Quarter 1	Quarter 2	Quarter 3	Quarter 4
N/A	N/A	N/A	Deliverables Due

Payments: The Recipient must perform the minimum requirements for each task and deliverable as indicated in Attachment A – Scope of Work to receive payment.

Financial Consequences: Section 215.971, Florida Statutes, requires the Agency, as the recipient of State funding, to apply financial consequences, including withholding a portion of funding up to the full amount if the Recipient fails to be in compliance with Federal, State, and Local requirements, or satisfactorily perform required activities/tasks. Failure to successfully complete each of the required tasks, as demonstrated by the failure to satisfy the applicable deliverables, shall result in a 10% reduction of the overall amount authorized by this Agreement.

FY 2025 EMPA AGREEMENT
ATTACHMENT A (1)
ALLOWABE COSTS AND ELIGIBLE ACTIVITIES

I. CATEGORIES AND ELIGIBLE ACTIVITIES

The 2025 EMPA Funding Guidance allowable costs are divided into the following categories: **Planning, Organization, Equipment, Training, Exercise, and Management and Administration.**

A. PLANNING

Planning spans all five National Preparedness Goal (the Goal) mission areas and provides a baseline for determining potential threats and hazards, required capabilities, required resources, and establishes a framework for roles and responsibilities. Planning provides a methodical way to engage the whole community in the development of a strategic, operational, and/or community-based approach to preparedness.

Plans should have prior review and approval from the respective DEM state program. Funds may not be reimbursed for any plans that are not approved.

EMPA Program funds may be used to develop or enhance emergency management planning activities. Some examples include, but not limited to:

- Emergency Operation Plans/ Local Comprehensive Emergency Management Planning
- Communications Plans
- Administrative Plans
- Whole Community Engagement/Planning
- Resource Management Planning
- Sheltering and Evacuation Planning
- Recovery Planning
- Continuity Plans

For planning expenditures to qualify for reimbursement under this Agreement, the Recipient must submit a final plan to the Division for approval. As part of any request for reimbursement for planning expenditures, the Recipient must submit the following:

- Copies of contracts or agreements prior to contracting with consultants or sub-contractors providing services;
- Invoice from any consultant/contractor involved in the planning;
- Copies of all planning materials and work product (e.g. meeting documents, copies of plans);
- If a meeting was held by Recipient, an agenda and sign-in sheet with meeting date
- Proof of payment (e.g., credit card statement, bank statement);
- Complete debarment form and/or Sam.gov for any contractors/consultants;
- Proof of Procurement method (e.g. quotes, and or solicitations).

B. OPERATIONAL

EMPA Program funds may be used for all day-to-day preparedness activities in support of the four phases of emergency management (preparedness, response, recovery, and mitigation).

Rules 27P-19.004 and 27P-19.0061, Florida Administrative Code, outline the minimum performance level (definition below). Each Emergency Management staff person must be available to work the number of hours and assume the responsibilities for the duties in their official position description as well as provide the coordination and support for all

incidents within the jurisdiction on a 24-hour basis.

Eligible "**Operational Cost**" items include, but are not limited to:

- **Salaries and Fringe Benefits**
- **Utilities (electric, water and sewage)**
- Service/Maintenance agreements (provide vendor debarment and service agreement for contractual services)
- Office Supplies/Materials
- IT Software Upgrades
- Memberships
- Publications
- Postage
- Storage
- **Other Personnel/Contractual Services**
  - Reimbursement for services by a person(s) who is not a regular or full-time employee filling established positions. This includes but is not limited to temporary employees, student or graduate assistants, fellowships, part time academic employment, board members, consultants, and other services.
  - Consultant Services require a pre-approved Contract or purchase order by the Division. Copies of additional quotes should also be supplied when requesting pre-approval. These requests should be sent to the grant manager for the Division for review.

Funding for Critical Emergency Supplies

Critical emergency supplies—such as shelf stable products, water, and basic medical supplies—are an allowable expense under EMPA. DHS/FEMA must approve a state's five-year viable inventory management plan prior to allocating grant funds for stockpiling purposes. The five-year plan should include a distribution strategy and related sustainment costs if the grant expenditure is over $100,000.

Operational Costs Supporting Documentation

If the recipient seeks reimbursement for operational activities, then the following shall be submitted:

- For salaries, provide copies of payroll expenditure reports.
- Expense items need to have copies of invoices, or receipts and proof of payment (credit card statements, bank statements). All documentation for reimbursement amounts must be clearly visible and defined (i.e., highlighted, underlined, circled on the required supporting documentation).
- Funding may not be used to purchase clothing that would be used for everyday wear by emergency management employees or other personnel.
- Clothing, uniforms, undergarments, jackets, vests, etc. are also allowable for CERT members as listed on the Authorized Equipment List (AEL): 21GN-00-CCEQ | FEMA.gov.
- For a complete list of other eligible clothing and protective gear allowable for purchase with EMPG funding, applicants, recipients and FEMA staff are encouraged to refer to the AEL website for the most up to-date information: Authorized Equipment List | FEMA.gov.

Please Note:

- Allowable costs shall be determined in accordance with applicable Federal Office of Management and Budget Circulars, or, in the event no circular applies, by 2 C.F.R. part 200 CONTRACT COST PRINCIPLES AND PROCEDURES.

C. EQUIPMENT

Pursuant to 27P-19.010 Disbursement. Allowable equipment costs shall be determined in accordance with applicable Federal Office of Management and Budget Circulars, or, in the event no circular applies, by 2 C.F.R. part 200 CONTRACT COST PRINCIPLES AND PROCEDURES. If an item qualifies as reasonable and necessary, and the item is EMPG-coded on the FEMA AEL, then the Recipient does not need to obtain permission from the Division prior to purchasing the item in order to seek reimbursement.

If the Recipient seeks reimbursement for the purchase of an item that is not EMPG-coded on the FEMA AEL, then the Recipient must receive permission from the Division prior to purchasing the item. If the Recipient purchases such an item without receiving permission from the Division beforehand, then the Division will not provide any reimbursement for that purchase.

Allowable equipment includes equipment from the following AEL categories:

- Personal Protective Equipment (PPE) (Category 1)
- Information Technology (Category 4)
- Cybersecurity Enhancement Equipment (Category 5)
- Interoperable Communications Equipment (Category 6)
- Detection Equipment (Category 7)
- Power Equipment (Category 10)
- Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) Reference Materials (Category 11)
- CBRNE Incident Response Vehicles (Category 12)
- Physical Security Enhancement Equipment (Category 14)
- CBRNE Logistical Support Equipment (Category 19)
- Other Authorized Equipment (Category 21)

The Authorized Equipment List (AEL) is a list of approved equipment types allowed under FEMA's preparedness grant programs and can be located at https://www.fema.gov/authorized-equipment-list.

If Recipients have questions concerning the eligibility of equipment, they shall contact their Grant Manager for clarification.

Recipients should analyze the cost benefits of purchasing versus leasing equipment, especially high-cost items and those subject to rapid technical advances. Large equipment purchases must be identified and explained. For more information regarding property management standards for equipment, please reference 2 C.F.R. Part 200, including 2 C.F.R. §§ 200.310, 200.313, and 200.316.

Equipment Acquisition Costs Supporting Documentation

- Provide copies of invoices, or receipts, proof of payment, i.e., credit card statements, bank statements or front and back of canceled checks).
- Provide the Authorized Equipment List (AEL) # for each equipment purchase.

D. TRAINING

EMPA Training funds may be used for a range of emergency management-related training activities to enhance the capabilities of state and local emergency management personnel through the establishment, support, conduct, and attendance of training. Training should foster the development of a community-oriented approach to emergency management that emphasizes engagement at the community level, strengthens best practices, and provides a path toward building sustainable resilience.

The Recipient can successfully complete an authorized course either by attending or by conducting that course.

- In order to receive payment for successfully attending a training course, the Recipient must provide a certificate of completion; all receipts that document the costs incurred by the Recipient in order to attend the course.
- In order to receive payment for successfully conducting a course, the Recipient must provide the course sign-in sheet with all receipts that document the costs incurred by the Recipient in order to conduct the course.
- In order to receive payment for successfully conducting a workshop, the recipient must provide workshop sign-in sheets, materials used for workshop, and all receipts that document the costs incurred by the Recipient in order to conduct the workshop.

For training, the number of participants must be a minimum of fifteen (15) in order to justify the cost of holding a course. For questions regarding adequate number of participants, please contact the Division State Training Officer for course specific guidance. Unless the recipient receives advance approval from the State Training Officer for the number of participants, then the Division must reduce the amount authorized for reimbursement on a pro-rata basis for any training with less than fifteen (15) participants.

Allowable training-related costs include the following:

Develop, Deliver, and Evaluate Training. This includes costs related to administering the training: planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment. Training should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any training or training gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the Integrated Preparedness Program (IPP) and addressed in the training cycle. States are encouraged to use existing training rather than developing new courses. When developing new courses states are encouraged to apply the Analyze, Design, Develop, Implement and Evaluate (ADDIE) model for instruction design.

- **Overtime and Backfill.** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of attendance at FEMA and/or approved training courses and programs are allowable. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or FEMA, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- **Travel.** Travel costs (e.g., airfare, mileage, per diem, and hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants.** Full or part-time staff or contractors/consultants may be hired to support direct training-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state or FEMA, whichever is applicable.
- **Certification/Recertification of Instructors.** Costs associated with the certification and re-certification of instructors are allowed. States are encouraged to follow the FEMA Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses which involve training of trainers.

Conferences

The Division recognizes the important role that conferences can play in the professional development of emergency managers.

Rule 69I-42.002(3), Florida Administrative Code, defines the term conference as:

The coming together of persons with a common interest or interests for the purpose of deliberation, interchange of views, or for the removal of differences or disputes and for discussion of their common problems and interests. The term also includes similar meetings such as seminars and workshops which are large formal group meetings that are programmed and supervised to accomplish intensive research, study, discussion, and work in some specific field or on a governmental problem or problems. A conference does not mean the coming together of agency or interagency personnel.

For travel to a conference or convention to qualify for reimbursement, the cost must be reasonable and attendance at the conference must be necessary for the successful completion of a task required by this Agreement.

Provided the cost qualifies as reasonable and necessary for the successful completion of a task required by this Agreement, travel to a conference that complies with the requirements of Rule 69I-42.004, Florida Administrative Code, satisfies the minimum level of service for conference travel under this Agreement.

In pertinent part, Rule 69I-42.004(1), Florida Administrative Code, states "No public funds shall be expended for attendance at conferences or conventions unless:

- The main purpose of the conference or convention is in connection with the official business of the state and directly related to the performance of the statutory duties and responsibilities of the agency participating;
- The activity provides a direct educational or other benefit supporting the work and public purpose of the person attending;
- The duties and responsibilities of the traveler attending such meetings are compatible with the objectives of the conference or convention; and
- The request for payment of travel expenses is otherwise in compliance with these rules.

Provided the cost qualifies as reasonable and necessary for the successful completion of a task required by this Agreement, and provided any related travel complies with the requirements of Rule 69I-42.004, Florida Administrative Code, conferences may qualify for reimbursement under this Agreement:

Requests for reimbursement for payment of the registration fee or for a conference or convention must include:

- A statement explaining how the expense directly relates to the Recipient's successful performance of a task outlined in this Agreement;
- A copy of those pages of the agenda that itemizes the registration fee;
- A copy of local travel policy; and
- A copy of the travel voucher or a statement that no travel costs were incurred, if applicable.

When a meal is included in a registration fee, the meal allowance must be deducted from the reimbursement claim, even if the traveler decides for personal reasons not to eat the meal. See section 112.061(6)(c), Florida Statutes ("No one, whether traveling out of or in state, shall be reimbursed for any meal or lodging included in a convention or conference

registration fee paid by the state"). A continental breakfast is considered a meal and must be deducted if included in a registration fee for a convention or conference. However, in the case where a meal is provided by a hotel or airline, the traveler shall be allowed to claim the meal allowance provided by law.

Class A, Class B, and Class C Travel:

- Class A travel is continuous travel of 24 hours or more away from official headquarters. The travel day for Class A is based on a calendar day (midnight to midnight).
- Class B travel is continuous travel of less than 24 hours which involves overnight absence away from official headquarters. The travel day for Class B travel begins at the same time as the travel period.
- Class C travel is short or day trips in which the traveler is not away from his/her official headquarters overnight. Class C allowances are currently not authorized for reimbursement.

Meal Allowance and Per Diem:
Section 112.061(6)(b), Florida Statutes, establishes the meal allowance for each meal during a travel period as follows:
$6 for breakfast (when travel begins before 6 a.m. and extends beyond 8 a.m.);
$11 for lunch (when travel begins before 12 noon and extends beyond 2 p.m.);
$19 for dinner (When travel begins before 6 p.m. and extends beyond 8 p.m. or when travel occurs during nighttime hours due to special assignment.).
Section 112.061(a), Florida Statutes, establishes the per diem amounts.
All travelers are allowed: The authorized per diem for each day of travel; or, If actual expenses exceed the allowable per diem, the amount allowed for meals as provided in s. 112.061(6) (b), F.S., plus actual expenses for lodging at a single occupancy rate.

Per diem shall be calculated using four six-hour periods (quarters) beginning at midnight for Class A or when travel begins for Class B travel. Travelers may only switch from actual to per diem while on Class A travel on a midnight to midnight basis. A traveler on Class A or B travel who elects to be reimbursed on a per diem basis is allowed $20.00 for each quarter from the time of departure until the time of return.

Reimbursement for Meal Allowances That Exceed the State Rates

The Division shall not reimburse for any meal allowance that exceeds $6 for breakfast, $11 for lunch, or $19 for dinner unless:

- For counties – the requirements of section 112.061(14), Florida Statutes, are satisfied;
- The costs do not exceed charges normally allowed by the Recipient in its regular operations as the result of the Recipient's written travel policy (in other words, the reimbursement rates apply uniformly to all travel by the Recipient); and,
- The costs do not exceed the reimbursement rates established by the United States General Services Administration ("GSA") for that locale (see https://www.gsa.gov/portal/content/104877).

Hotel Accommodations

- A traveler may not claim per diem or lodging reimbursement for overnight travel within fifty (50) miles (one-way) of his or her headquarters or residence unless the circumstances necessitating the overnight stay are fully explained by the traveler and approved by the Division. Absent prior

approval from the Division, the cost of any hotel accommodation shall not exceed $175 per night.

Training Costs Supporting Documentation

- Copies of contracts or agreements with consultants or sub-contractors providing services;
- Copies of invoices, receipts and cancelled checks, credit card statements and bank statements for proof of payment;
- Copies of the agenda, certificates and/or sign in sheets (if using prepopulated sign in sheets they must be certified by the Emergency Management Director or Lead Instructor verifying attendance).

For travel and conferences related to EMPA activities:

- Copies of all receipts must be submitted (i.e., airfare, proof of mileage, toll receipts, hotel receipts, car rental receipts, etc.) Receipts must be itemized and match the dates of travel/conference;
- Copies of Conferences must be providing an agenda. Proof of payment is also required for all travel and conferences. If the Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Recipient must provide documentation that: The costs are reasonable and do not exceed charges normally allowed by the Recipient in its regular operations as a result of the Recipient's written travel policy; and participation of the individual in the travel is necessary to the Federal award.

E. EXERCISES

Exercises conducted with grant funds should test and evaluate performance towards meeting capability targets established in a jurisdiction's Integrated Preparedness Program (IPP) for the core capabilities needed to address its greatest risks.

Allowable Exercise-Related Costs

- **Design, Develop, Conduct and Evaluate an Exercise.** This includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Recipients are encouraged to use free public space/locations/facilities, whenever available, prior to the rental of space/locations/facilities. Exercises shall provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Gaps identified during an exercise including those for children and individuals with disabilities or access and functional needs, shall be identified in the AAR/IP and addressed in the exercise cycle.
- **Hiring of Contractors or Consultants.** Contractors or Consultants may be hired to support direct exercise activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of exercises.
- **Overtime and Backfill.** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of time spent on the design, development and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the local government. In no case is dual compensation allowable. That is, an employee of a unit of

government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.

- **Travel.** Travel costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise activities.
- **Supplies.** Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise activities (e.g., gloves, non-sterile masks, fuel, and disposable protective equipment).
- **Other Items.** These costs are limited to items consumed in direct support of exercise activities such as the rental of space/locations for planning and conducting an exercise, rental of equipment, and the procurement of other essential nondurable goods. Recipients are encouraged to use free public space/locations, whenever available, prior to the rental of space/locations. Costs associated with inclusive practices and the provision of reasonable accommodations and modifications that facilitate full access for children and adults with disabilities are allowable.

When conducting an exercise that shall include meals for the attendees, the recipient shall submit a request for approval to the Division no later than twenty-five (25) days prior to the event to allow for both the Division and the Department of Financial Services to review. The request for meals must be submitted on letterhead and must include the date of exercise, agenda, number of attendees, and costs of meals.

Unauthorized Exercise-Related Costs

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) and emergency response apparatus (e.g., fire trucks, ambulances). The only vehicle costs that are reimbursable are fuel/gasoline or mileage;
- Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs);
- Durable and non-durable goods purchased for installation and/or use beyond the scope of exercise conduct.

If the recipient seeks reimbursement for exercise activities, then the following shall be submitted:

- Documentation clearly indicating the purpose/objectives of the exercise (e.g. Situation Manual, Exercise Plan);
- After-action report with Improvement Plan (AAR/IP), Sign-In sheets, Agenda;
- Receipts and proof of payment (e.g. canceled check, electronic funds transfer confirmation, credit card statement, bank statement) for supplies expenditures (e.g. copying paper, gloves, tap, etc.);
- Invoices and proof of payment for Travel costs (e.g., internal travel voucher, airfare, mileage, per diem, hotel) related to exercise activities;
- Proof of purchase methodology, if applicable (e.g. quotes, sole source, state contract, competitive bid results).

No later than 90 days after completion of an exercise, the recipient must upload to the DEMES an After Action Report (AAR) that includes the following:

An Improvement Plan; and,
A roster of participants.

F. MANAGEMENT AND ADMINISTRATIVE (M&A)

M&A activities are those defined as directly relating to the management and administration of EMPA Program funds, such as financial management and monitoring. It

should be noted that salaries of state and local emergency managers are not typically categorized as M&A, unless the state or local EMA chooses to assign personnel to specific M&A activities.

Management and Administrative Costs Supporting Documentation

- Copies of certified timesheets with employee and supervisor signature documenting hours worked or Division Form 6 - Time and Effort and proof employee was paid (paystubs, earning statements, and payroll expenditure reports);
- Costs for M&A activities are allowed up to 5% of the total award amount.

Supplanting Prohibited

Section 252.372, Florida Statutes, states that the monies from the EMPA Trust Fund "may not be used to supplant existing funding." Additionally, Rule 27P-19.003(3), Florida Administrative Code, states: "Funds received from the [EMPA] Trust Fund may not be used to supplant existing funding, nor shall funds from one program under the Trust Fund be used to match funds received from another program under the Trust Fund."

II. OTHER CRITICAL INFORMATION

A. RULE 27P-19, FLORIDA ADMINISTRATIVE CODE

Rule 27P-19.010(11), Florida Administrative Code, states: "Allowable costs shall be determined in accordance with applicable Federal Office of Management and Budget Circulars..." Therefore, unless a specific exception applies, 2 CFR Part 200 Subpart A (Definitions) and Subpart E (Cost Principles) shall apply to this Agreement.

Expenses

To qualify for reimbursement under the terms of this Agreement, an expense incurred by the Recipient must be reasonable and necessary for the successful completion of a task required by this Agreement. If an expense fails to qualify as either reasonable or necessary to successfully complete a task, then the Division shall not provide any reimbursement for that expense.

NOTE: This Scope of Work recognizes that each Recipient:

- Might be at a different level of preparedness than another Recipient
- Operates within a unique geography
- Faces unique threats and hazards
- Serves a unique population

Therefore, what might qualify as reasonable and necessary for one Recipient to successfully complete a task under this Agreement might not qualify as reasonable and necessary for another Recipient to successfully complete a task. Conversely, what might not qualify for one may qualify for another.

To avoid a "one size fits all" approach, this Agreement provides some level of flexibility. If a unique cost (e.g. equipment not listed on the EMPG AEL) qualifies as reasonable and necessary for the successful completion of a task under this Agreement, and if the Recipient receives permission from the Division prior to incurring that unique cost, then the Division shall reimburse the Recipient for that cost.

Performance

To qualify for reimbursement under the terms of this Agreement, the Recipient's performance must satisfy the minimum level of service required for the successful completion of a task required by this Agreement. If the performance fails to satisfy the minimum level of service, then the Division shall not provide any reimbursement for that

performance.

B. INDIRECT COSTS

Indirect cost is allowable under this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Recipients with a negotiated cost rate agreement that desire to charge indirect costs to an award must provide a copy of their negotiated indirect cost rate agreement at the time of application. Recipients that are not required by 2 C.F.R. Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal must provide a copy of their proposal at time of application. Post-award requests to charge indirect cost will be considered on case-by-case basis and based upon the submission of an agreement or proposal.

C. PROCUREMENT

All Procurement transactions will be conducted in a manner providing full and open competition and shall comply with the standards articulated in:

- 2 C.F.R. Part 200;
- Chapter 287, Florida Statues; and
- Any local procurement policy.

Per 2 CFR 200.318 through 200.326, Recipients are required to adhere to certain procurement standards for entering contracts for personnel or services. This includes full and open competition, methods of procurement to follow, federal or passthrough entity review, and including federal provisions intro contracts.

D. FINANCIAL CONSEQUENCES:

If a recipient fails to comply with the terms and conditions of the State award, the Division may terminate the award in whole or part. If the noncompliance can be corrected, the Division may first attempt to direct the recipient to correct the noncompliance. This may take the form of a Compliance Notification. If the noncompliance cannot be correct or the recipient is nonresponsive, one or more of the following steps may be taken:

(1) Temporarily withhold payments pending correction of the deficiency by the recipient.
(2) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
(3) Wholly or partly suspend or terminate the award.
(4) Take other remedies that may be legally available.

FY 2025 EMPA AGREEMENT
ATTACHMENT A (2)
PROPOSED PROGRAM BUDGET DETAIL WORKSHEET

The Recipient shall use the Emergency Management Preparedness and Assistance ("EMPA") Trust Fund monies authorized by this Agreement in order to complete the tasks outlined in the Scope of Work (Attachment A).

The "Proposed Program Budget Detail Worksheet" serves as a guide for both the Recipient and the Division during the performance of the tasks outlined in the Scope of Work (Attachment A).

Prior to execution of this Agreement, the Recipient shall complete the "Proposed Program Budget Detail Worksheet" listed below. If the Recipient fails to complete the "Proposed Program Budget Detail Worksheet", then the Division shall not execute this Agreement.

After execution of this Agreement, the Recipient may change the allocation amounts in the "Proposed Program Budget Detail Worksheet." If the Recipient changes the "Proposed Program Budget Detail Worksheet", then the Recipient's quarterly reports must include an updated "Proposed Program Budget Detail Worksheet" to reflect current expenditures.

BUDGET SUMMARY AND EXPENDITURES

RECIPIENT: **HERNANDO COUNTY, COUNTY OF**
AGREEMENT: **A0552**

1. PLANNING	$
2. ORGANIZATION	$ 30,806.00
3. EQUIPMENT	$ 55,000.00
4. TRAINING	$ 20,000.00
5. EXERCISE	$
6. MANAGEMENT AND ADMINISTRATION	$
7. TOTAL AWARD	$ 105,806.00

FY 2025 PROPOSED PROGRAM BUDGET DETAIL WORKSHEET - ELIGIBLE ACTIVITIES (Not limited to activities below)			
Allowable Planning Costs	**Quantity**	**Unit Cost**	**Total Cost**
Emergency Operations Plan			
Salaries and Fringe Benefits			
Supplies			
Travel/per diem related to planning activities			
TOTAL PLANNING EXPENDITURES			**$**
Allowable Organization Costs	**Quantity**	**Unit Cost**	**Total Cost**
Salaries and Fringe Benefits			
Utilities (electric, water and sewage)			

Service/Maintenance agreements			
Supplies/Materials	10	$3,080.60	$30,806.00
Memberships			
Publications			
Postage			
Storage			
TOTAL ORGANIZATION EXPENDITURES			**$** 30,806.00
Allowable Equipment Acquisition Costs	**Quantity**	**Unit Cost**	**Total Cost**
Personal protective equipment			
Information technology			
Cybersecurity enhancement equipment			
Interoperable communications equipment			
Detection Equipment			
Power equipment			
CBRNE Reference Materials			
CBRNE Incident Response Vehicles			
Replacement of Director's Response Vehicle	1	$55,000.00	$55,000.00
Physical Security Enhancement Equipment			
Logistics			
Other authorized equipment costs			
21GN-00-OCEQ - EOC Equipment & Supplies (provide description of EOC equipment & supplies)			
TOTAL EQUIPMENT EXPENDITURES			**$** 55,000.00
Allowable Training Costs	**Quantity**	**Unit Cost**	**Total Cost**
Salaries and Fringe Benefits			
Develop, Deliver Training			
Workshops and Conferences	5	$2,000.00	$10,000.00

Certification/Recertification of Instructors			
Travel	5	$2,000.00	$10,000.00
Supplies			
Overtime and Backfill			
TOTAL TRAINING EXPENDITURES			**$** 20,000.00
Allowable Exercise Costs	**Quantity**	**Unit Cost**	**Total Cost**
Salaries and Fringe Benefits			
Design, Develop, Conduct and Evaluate an Exercise in accordance with HSEEP standards			
Exercise Planning Workshop			
Travel			
Supplies			
Overtime and Backfill			
TOTAL EXERCISE EXPENDITURES			
Allowable Management and Administration Costs ***(Up to 5% of total award)***	**Quantity**	**Unit Cost**	**Total Cost**
Salaries and Fringe Benefits			
TOTAL MANAGEMENT AND ADMINISTRATION EXPENDITURES			
TOTAL EXPENDITURES			**$105,806**

REVISION DATE: 9/30/25

FY 2025 EMPA AGREEMENT
ATTACHMENT A (3) – QUARTERLY REPORTS

Recipients must provide the Division with quarterly financial reports and a final close-out report.

- Quarterly financial reports are due to the Division no later than forty-five (45) days after the end of each quarter of the program year and must continue to be submitted each quarter until submission of the final close-out report. The ending dates for each quarter of this program year are September 30, December 31, March 31, and June 30.

Reporting Period	Report due to Division no later than
July 1 through September 30	November 15
October 1 through December 31	February 15
January 1 through March 31	May 15
April 1 through June 30	August 15

The Recipient shall provide all support documentation for the quarterly financial reports.

A. The Recipient must provide all supporting documentation for the quarterly financial reports. The Division shall accept back up documentation by email if the County is not able to upload on Salesforce.

B. The Quarterly Tasks form 1B is due with your quarterly financial report each quarter. This form identifies all Emergency Management personnel's required training completed (or working towards completion) as well as quarterly deliverables during the agreement period.

C. In order to ensure compliance with Rule 27P-19.011, Florida Administrative Code, the Local Budget Match Requirement Form shall be completed and sent when the Local County Budget is approved or by **November 15, 2025**. The County shall provide a copy of the current Emergency Management Local Budget (General Revenue) including approved budget date with the form. If the County's current budget is lower than the previous year, or the average of the last three years, the county is required to request a Waiver no later than forty-five (45) days after the county budget is approved.

D. In a format provided by the Division, Form 4 – Staffing Detail and position descriptions of each funded county emergency management staff shall be submitted no later than **November 15, 2025,** or along with 1st quarter reimbursement submission, whichever occurs first.

E. The final close-out report is due sixty (60) days after termination of this Agreement by **August 30, 2026**, or 60 days after completion of activities contained in this agreement, whichever occurs first.

F. An administrative closeout may be conducted when a recipient is not responsive to the Division's reasonable efforts to collect required reports, forms, or other documentation needed to complete the standard award and/or closeout process. FDEM will make three written attempts to collect the required information before initiating an administrative closeout. If an award is administratively closed, FDEM may decide to impose remedies for noncompliance per 2 C.F.R. § 200.339, consider this information in reviewing future award applications, or apply special conditions to existing or future award.

FY 2025 EMPA AGREEMENT
ATTACHMENT B
JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT:

If you are requesting an advance, indicate same by checking the box below.

[ ] **ADVANCE REQUESTED**
Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	**Fiscal Year 2025 Anticipated Expenditures for First Three Months of Contract**
For example ADMINISTRATIVE COSTS:	
For example PROGRAM EXPENSES:	
TOTAL EXPENSES:	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include, but is not limited to the following: quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance)

_____

_____

_____

_____

REQUESTS FOR ADVANCE PAYMENTS WILL BE CONSIDERED ON A CASE BY CASE BASIS

Signature of Recipient/Subcontractor's Authorized Official Date: _____

_____
Name and Title of Recipient/Subcontractor's Authorized Official

FY 2025 EMPA AGREEMENT
ATTACHMENT C
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

(1) The prospective subcontractor of the Recipient, Hernando County, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

_____

By:_____ _____

Signature Recipient's Name

_____ _____

Name and Title Division Contract Number

_____ _____

Street Address Project Number

City, State, Zip

Date

FY 2025 EMPA AGREEMENT
ATTACHMENT D
WARRANTIES AND REPRESENTATIONS

Financial Management

Recipient's financial management system must include the following:

(1) Accurate, current, and complete disclosure of the financial results of this project or program.

(2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income, and interest.

(3) Effective control over and accountability for all funds, property, and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.

(4) Comparison of expenditures with budget amounts for each Request for Payment. Whenever appropriate, financial information should be related to performance and unit cost data.

(5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.

(6) Cost accounting records that are supported by backup documentation.

Competition

(1) All procurement transactions shall be done in a manner to provide open and free competition.

(2) Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements.

(3) Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality, and other factors.

(4) Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill for the bid or offer to be evaluated by the Recipient. All bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of Conduct

Recipient warrants the following:

(1) The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts.

(2) No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award.

(3) The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

(4) The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient has moved to a hybrid remote work schedule and employees are in the office 3 days a week. It is expected for at least one employee to physically be on site from (Monday) through (Friday), and from (times) (8:00 a.m.) to (5:00 p.m.).

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all the particular work for which they are hired by the Recipient.

FY 2025 EMPA AGREEMENT
ATTACHMENT E
STATEMENT OF ASSURANCES

The Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including 2 C.F.R. Part 200; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also, the Applicant assures and certifies that:

1. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
2. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants (5 USC 1501, et. Seq.).
3. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
4. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
5. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
6. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
7. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
9. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of Investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (*See* 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

10. It will comply, and assure the compliance of all its Recipients and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.
11. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
12. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.
13. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a Recipient of funds, the Recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
14. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for $500,000 or more.
15. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.
16. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.

RESOLUTION NO.: 2026-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY AMENDING THE BUDGET TO REFLECT INCREASED FUNDS OR REVENUES NOT ANTICIPATED IN THE 2026 BUDGET, PURSUANT TO §129.06 OF THE FLORIDA STATUTES, APPROPRIATING AND EXPENDING INCREASED FUNDS AS PROVIDED BY THE AMENDED BUDGET; AND ADDING INCREASED AND UNANTICIPATED REVENUES TO THE PROPER FUND OF THE BUDGET.

WHEREAS, Hernando County is in receipt of funds not anticipated when the budget for the 2026 Fiscal Year was adopted; and,

WHEREAS, pursuant to §129.06 of the Florida Statutes, the budget for Fiscal Year 2026 must be amended to account for these unanticipated increased revenues; and,

WHEREAS, the total 2026 Fiscal Year Adopted Budget will be adjusted in the amount set forth below and the total estimated receipts, including balances brought forward, shall equal the total of the appropriations and reserves.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA, AS FOLLOWS:

REVENUES

Account Number	Account Name	Present Budget	Increase/ Decrease	Amended Budget
B001-142-30013-30-00000-3342	State Grant Public Safety	95,000.00	10,806.00	$105,806.00
				0.00
				0.00
				0.00
		$95,000.00	$10,806.00	$105,806.00

EXPENSES

Account Number	Account Name	Present Budget	Increase/ Decrease	Amended Budget
B001-142-30013-30-52500-5352	Uncapitalized Equipment	0.00	10,806.00	$10,806.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
		$0.00	$10,806.00	$10,806.00

ADOPTED this __ day of _____, 2026.

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

Attest: _____
DOUGLAS A. CHORVAT, JR.
Clerk of Circuit Court & Comptroller

By: _____
Jerry Campbell
Chairman

**** Reference: Legistar # / Mtg Date. 17459 - 6/9/26**

Office of Management and Budget use only:

Fund Number: B001 **Department No:** 142 **Approved by:** ED **Date:** 5/26/26 Journal: 80354

RESOLUTION NO.: 2026-115

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY AMENDING THE BUDGET TO REFLECT INCREASED FUNDS OR REVENUES NOT ANTICIPATED IN THE 2026 BUDGET, PURSUANT TO §129.06 OF THE FLORIDA STATUTES, APPROPRIATING AND EXPENDING INCREASED FUNDS AS PROVIDED BY THE AMENDED BUDGET; AND ADDING INCREASED AND UNANTICIPATED REVENUES TO THE PROPER FUND OF THE BUDGET.

WHEREAS, Hernando County is in receipt of funds not anticipated when the budget for the 2026 Fiscal Year was adopted; and,

WHEREAS, pursuant to §129.06 of the Florida Statutes, the budget for Fiscal Year 2026 must be amended to account for these unanticipated increased revenues; and,

WHEREAS, the total 2026 Fiscal Year Adopted Budget will be adjusted in the amount set forth below and the total estimated receipts, including balances brought forward, shall equal the total of the appropriations and reserves.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA, AS FOLLOWS:

REVENUES

Account Number	Account Name	Present Budget	Increase/ Decrease	Amended Budget
B001-142-30013-30-00000-3342	State Grant Public Safety	95,000.00	10,806.00	$105,806.00
				0.00
				0.00
				0.00
		$95,000.00	$10,806.00	$105,806.00

EXPENSES

Account Number	Account Name	Present Budget	Increase/ Decrease	Amended Budget
B001-142-30013-30-52500-5352	Uncapitalized Equipment	0.00	10,806.00	$10,806.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
		$0.00	$10,806.00	$10,806.00

ADOPTED this 9 day of June 2026.

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

Attest: Paige Jeffries, Deputy Clerk
DOUGLAS A. CHORVAT, JR.
Clerk of Circuit Court & Comptroller

SEAL
BOARD OF COUNTY COMMISSIONERS HERNANDO COUNTY, FLORIDA

By: _____
Jerry Campbell
Chairman

** Reference: Legistar # / Mtg Date. 17459 - 6/9/26

Office of Management and Budget use only:

Fund Number: B001 **Department No:** 142 **Approved by:** ED **Date:** 5/26/26 Journal: 80354

Board of County Commissioners

AGENDA ITEM

Meeting: 06/09/2026
Department: Health and Human Services
Prepared By: Velvet Burris
Initiator: Velvet Burris
DOC ID: 17451
Legal Request Number: 2026 243 1
Bid/Contract Number:

TITLE

Certification of Annual Report for FY 2022-2023 State Housing Initiatives Partnership Program for Submittal to Florida Housing Finance Corporation

RESULT:	**ADOPTED**
MOVER:	Ryan Amsler
SECONDER:	John Allocco
AYES:	Campbell, Amsler, Champion and Allocco
ABSENT:	Hawkins

Title: SHIP Annual Report

Report Status: Unsubmitted

Hernando County FY 2022/2023 Closeout

Form 1

SHIP Distribution Summary

Homeownership

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
1	Down Payment Assistance	$146,745.00	4				
2	Down Payment Assistance	$760,000.00	30				
3	Owner Occupied Rehab	$1,081,211.00	16				
5	Disaster Assistance	$32,516.50	2				
6	Emergency Repair	$416,015.50	30				
10	Non Profit Construction	$50,000.00	1				
	Homeownership Totals:	**$2,486,488.00**	**83**				

Rentals

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
	Rental Totals:						
	Subtotals:	**$2,486,488.00**	**83**				

Additional Use of Funds

Use	Expended	Percentage
Administrative	$189,641.30	10.00 %
Homeownership Counseling	$.00	
Admin From Program Income	$39,731.53	4.99 %
Admin From Disaster Funds	$.00	-
Admin From HHRP	$.00	#Error

Totals:	**$2,715,860.83**	**83**	**$.00**	**$.00**

Total Revenue (Actual and/or Anticipated) for Local SHIP Trust Fund

Source of Funds	Amount
State Annual Distribution	$1,896,413.00
Program Income (Interest)	$13,417.48
Program Income (Payments)	$781,231.62
Recaptured Funds	$.00
Disaster Funds	
HHRP Funds	
Carryover funds from previous year	$12,812.29
Total:	**$2,703,874.39**

*** Carry Forward to Next Year: -$11,986.44**

NOTE: This carry forward amount will only be accurate when all revenue amounts and all expended, encumbered and unencumbered amounts have been added to Form 1

Form 2

Rental Unit Information

Description	Eff.	1 Bed	2 Bed	3 Bed	4 Bed
ELI	456	488	621	814	1,007
VLI	761	815	978	1,130	1,261
LOW	1,216	1,303	1,563	1,807	2,016
MOD	1,827	1,957	2,349	2,712	3,027
Up to 140%	2,131	2,283	2,740	3,164	3,531

Recap of Funding Sources for Units Produced ("Leveraging")

Source of Funds Produced through June 30th for Units	Amount of Funds Expended to Date	% of Total Value
SHIP Funds Expended	$2,486,488.00	29.98%
Public Moneys Expended	$.00	.00%
Private Funds Expended	$5,806,501.00	70.02%
Owner Contribution	$.00	.00%
Total Value of All Units	$8,292,989.00	100.00%

SHIP Program Compliance Summary - Home Ownership/Construction/Rehab

Compliance Category	SHIP Funds	Trust Funds	% of Trust Fund	FL Statute Minimum %
Homeownership	$2,486,488.00	$1,909,225.29	130.24%	65%
Construction / Rehabilitation	$1,986,488.00	$1,909,225.29	104.05%	75%

Program Compliance - Income Set-Asides

Income Category	SHIP Funds	Total Available Funds % *	Totals of Percentages
Extremely Low	$480,994.00	17.79%	
Very Low	$616,736.00	22.81%	EL+VL: 40.60%
Low	$930,338.00	34.41%	EL+VL+L: 75.01%
Moderate	$458,420.00	16.95%	
Over 120%-140%	$.00	.00%	
Totals:	$2,486,488.00	91.96%	

Project Funding for Expended Funds Only

Income Category	Total Funds Mortgages, Loans & DPL's	Mortgages, Loans & DPL Unit #s	Total Funds SHIP Grants	SHIP Grant Unit #s	Total SHIP Funds Expended	Total # Units
Extremely Low	$459,011.00	10	$21,983.00	4	$480,994.00	14
Very Low	$592,185.00	13	$24,551.00	3	$616,736.00	16
Low	$930,338.00	30	$.00	0	$930,338.00	30
Moderate	$458,420.00	23	$.00	0	$458,420.00	23
Over 120%-140%	$.00	0	$.00	0	$.00	0
Totals:	$2,439,954.00	76	$46,534.00	7	$2,486,488.00	83

Form 3

Number of Households/Units Produced

Strategy	List Unincorporated and Each Municipality	ELI	VLI	Low	Mod	Over 121-140%	Total
Owner Occupied Rehab	Unincorporated	5	5	5	1		16
Emergency Repair	Unincorporated	8	8	9	5		30
Disaster Assistance	Unincorporated	1		1			2
Down Payment Assistance	Unincorporated		3	14	17		34
Non Profit Construction	Unincorporated			1			1
	Totals:	**14**	**16**	**30**	**23**		**83**

Characteristics/Age (Head of Household)

Description	List Unincorporated and Each Municipality	0 - 25	26 - 40	41 - 61	62+	Total
Owner Occupied Rehab	Unincorporated			2	14	16
Emergency Repair	Unincorporated			8	22	30
Disaster Assistance	Unincorporated			1	1	2
Down Payment Assistance	Unincorporated	3	22	5	4	34
Non Profit Construction	Unincorporated			1		1
	Totals:	**3**	**22**	**17**	**41**	**83**

Family Size

Description	List Unincorporated and Each Municipality	1 Person	2- 4 People	5 + People	Total
Owner Occupied Rehab	Unincorporated	9	7		16
Emergency Repair	Unincorporated	19	11		30

Disaster Assistance	Unincorporated		2		2
Down Payment Assistance	Unincorporated	5	27	2	34
Non Profit Construction	Unincorporated			1	1
	Totals:	**33**	**47**	**3**	**83**

Race (Head of Household)

Description	List Unincorporated and Each Municipality	White	Black	Hisp-anic	Asian	Amer-Indian	Other	Total
Owner Occupied Rehab	Unincorporated	10	4	2				16
Emergency Repair	Unincorporated	21	5	4				30
Disaster Assistance	Unincorporated	1					1	2
Down Payment Assistance	Unincorporated	25	4	5				34
Non Profit Construction	Unincorporated		1					1
	Totals:	**57**	**14**	**11**			**1**	**83**

Demographics (Any Member of Household)

Description	List Unincorporated and Each Municipality	Farm Worker	Home-less	Elderly	Total
Owner Occupied Rehab	Unincorporated			13	13
Emergency Repair	Unincorporated			17	17
Disaster Assistance	Unincorporated			1	1
Down Payment Assistance	Unincorporated			1	1
Non Profit Construction	Unincorporated				0
	Totals:			**32**	**32**

Special Target Groups for Funds Expended (i.e. teachers, nurses, law enforcement, fire fighters, etc.) Set Aside

Description	Special Target Group	Expended Funds	Total # of Expended Units
Emergency Repair	Nurse/Healthcare	27,478.00	2
Emergency Repair	Government Employee	19,224.00	1
Emergency Repair	Military Veteran	10,000.00	1
Emergency Repair	Service Industry	7,065.00	1
Down Payment Assistance	Service Industry	20,000.00	1

Form 4

Status of Incentive Strategies

Incentive	Description (If Other)	Category	Status	**Year Adopted (or N/A)**
Expedited permitting		Required	Implemented, in LHAP	2025
Ongoing review process		Required	Implemented, in LHAP	2014

Support Services

You Thrive, formerly Mid Florida provides Hernando County residents with a variety of supportive services through the CSBG program. Hernando County staff also works closely with Mid Florida Homeless Coalition. As a new entitlement community, Hernando County is now providing funding to our local non-profits for services provided to low to moderate income residents to assist with homelessness, the disabled community, domestic violence shelters, seniors and job training services.

Other Accomplishments

N/A

Availability for Public Inspection and Comments

Copies of the SHIP Annual Report are available at the office of the Hernando County Housing located at 621 W. Jefferson St., Brooksville, FL 34601 and on the Housing Authority's website.

Life-to-Date Homeownership Default and Foreclosure

Total SHIP Purchase Assistance Loans: **203**

Mortgage Foreclosures

A. Very low income households in foreclosure: **1**

B. Low income households in foreclosure: **4**

C. Moderate households in foreclosure: **2**

Foreclosed Loans Life-to-date: **7**

SHIP Program Foreclosure Percentage Rate Life to Date: **3.45**

Mortgage Defaults

A. Very low income households in default: **0**

B. Low income households in default: **0**

C. Moderate households in default: **0**

Defaulted Loans Life-to-date: **0**

SHIP Program Default Percentage Rate Life to Date: **0.00**

Strategies and Production Costs

Strategy	Average Cost
Disaster Assistance	$16,258.25

Down Payment Assistance	$26,668.97
Emergency Repair	$13,867.18
Non Profit Construction	$50,000.00
Owner Occupied Rehab	$67,575.69

Expended Funds

Total Unit Count: **83** Total Expended Amount: **$2,486,488.00**

Strategy	Full Name	Address	City	Zip Code	Expended Funds	FY if Unit Already Counted
Owner Occupied Rehab	Aida Martinez	4550 Crescent Road	Spring Hill	34606	$85,975.00	
Owner Occupied Rehab	Philbert David	6233 Hillview Road	Spring Hill	34606	$89,895.00	
Owner Occupied Rehab	Patricia Prolux	4456 Hoffman Ave	Spring Hill	34606	$40,875.00	
Owner Occupied Rehab	Sharon Todd	8020 Wabash Trail	Spring Hill	34606	$52,361.50	
Owner Occupied Rehab	Norma Badger	1405 Hathaway Ave.	Spring Hill	34608	$40,096.00	
Owner Occupied Rehab	Ofelia Peters	1219 Glowood Ave	Spring Hill	34609	$80,974.00	
Owner Occupied Rehab	Judith Reynolds	6478 Spring Hill Drive	Spring Hill	34606	$89,645.00	
Owner Occupied Rehab	James Reardon	13155 Santee Street	Spring Hill	34609	$70,795.00	
Emergency Repair	Judith Roselli	6486 Spring Hill Dr.	Spring Hill	34606	$15,075.00	
Owner Occupied Rehab	Ida Douglas	27127 Roper Rd.	Spring Hill	34602	$72,611.50	
Emergency Repair	Bonnie Allord	34803 Hibiscus Dr.	Ridge Manor	33523	$23,000.00	
Owner Occupied Rehab	Kathy Smith	821 Schoolhouse St.	Brooksville	34601	$89,895.00	
Owner Occupied Rehab	Henry Galen	10174 Horizon Dr.	Spring Hill	34608	$22,945.00	
Emergency Repair	Henry Benjamin	2162 Meredith Dr.	Spring Hill	34608	$24,908.50	
Owner Occupied Rehab	Corine Washington	920 Josephine St.	Brooksville	34604	$69,542.50	
Owner Occupied Rehab	Susan Marten	13128 Bamboo St.	Spring Hill	34609	$36,333.00	
Owner Occupied Rehab	Gloria Nolan	1373 Medford Ave.	Spring Hill	34606	$89,795.00	
Owner Occupied Rehab	Margaret Kusnierczak	1476 Apollo Lane	Spring Hill	34608	$61,577.50	
Emergency Repair	Severino Duran	12314 Deep Creek Dr.	Spring Hill	34609	$4,875.00	
Emergency Repair	Vasiliki Klonaridis	11845 Linden Dr.	Spring Hill	34608	$16,347.00	

Emergency Repair	Roy & Mary Fallon	15496 Marsh Quail	Weeki Wachee	34614	$22,871.50	
Emergency Repair	Susan Graham	5265 Colchester Ave	Spring Hill	34608	$9,941.50	
Disaster Assistance	William & Shirley Barnes	26158 Atlantis Lane	Brooksville	34601	$24,596.50	
Down Payment Assistance	Orval Bawgus	1108 Godfrey Avenue	Spring Hill	34609	$20,000.00	
Emergency Repair	Frances Dargenio	2261 Ardenwood Drive	Spring Hill	34609	$24,218.50	
Emergency Repair	Stuart Jackson	2134 Meredith Drive	Spring Hill	34608	$13,386.50	
Down Payment Assistance	Savannah Hamilton	4507 Tiburon Ave.	Spring Hill	34608	$30,000.00	
Down Payment Assistance	Monica Laskowski	PO Box 341031	Tampa	33694	$68,025.00	
Down Payment Assistance	Charles Uchytil	13546 Banyan Road	Spring Hill	34609	$20,000.00	
Down Payment Assistance	Cody Burdick	3439 Deltona Blvd.	Spring Hill	34606	$30,000.00	
Down Payment Assistance	Tiffany Hannah	3195 Montague Avenue	Spring Hill	34608	$20,000.00	
Down Payment Assistance	Shawna Oneil	31255 Stoney Brook Drive	brooksville	34602	$20,000.00	
Down Payment Assistance	Garis Sutton	10091 Bannister St.	Spring Hill	34608	$20,000.00	
Down Payment Assistance	Wendy & Jeremy Comstock	1318 Altoona Ave.	Spring Hill	34609	$28,720.00	
Down Payment Assistance	Brittany & Robert Dwyer/Claffey	16456 Manor Rd.	Weeki Wachee	34614	$20,000.00	
Down Payment Assistance	Erika & Christopher Millett	13542 Drayton Dr.,	Spring Hill	34609	$20,000.00	
Down Payment Assistance	Brian & Sam Parks	15279 Stone House Dr.	brooksville	34604	$20,000.00	
Down Payment Assistance	Esteban Jiminez	8639 Heather Blvd.	Weeki Wachee	34613	$30,000.00	
Down Payment Assistance	Jennifer Delvalle	601 Sea Holly Dr.	Brooksville	34604	$20,000.00	
Down Payment Assistance	Wesley LaVelle	18044 Nicholas Ave.	Brooksville	34604	$20,000.00	
Down Payment Assistance	Brandon Nuby	5011 Glenburne Dr.	Spring Hill	34609	$20,000.00	
Down Payment Assistance	Adrianna Bennett	1569 Larkin Rd.	Spring Hill	34608	$30,000.00	
Down Payment Assistance	Caleb & Brianca Miley	2270 Amherst Avenue	Spring Hill	34609	$30,000.00	
Down Payment Assistance	Lauren Hull	14045 Red Marlin Ave.	Brooksville	34614	$30,000.00	
Emergency Repair	James Sadler	514 Sharon St.	Brooksville	34601	$25,000.00	

Emergency Repair	Romielee Kincade	713 Hazel Ave.	Brooksville	34601	$5,768.00	
Disaster Assistance	Jaime Gazabon	851 Moonlight Lane	Brooksville	34601	$7,920.00	
Emergency Repair	JoAnn North	269 Dan River Drive	Spring Hill	34606	$5,961.50	
Emergency Repair	Eleonor Ramirez	1230 Gatewood Ave.	Spring Hill	34608	$3,420.00	
Emergency Repair	Lori Kasprack	4930 Larkenheath Dr.	Spring Hill	34609	$16,466.50	
Emergency Repair	Samuel Bowlsby	4126 Arrowhead Dr.	Spring Hill	34606	$11,500.00	
Emergency Repair	Robin Gregory	11298 Peach Blossom Rd.	Brooksville	34601	$19,224.00	
Emergency Repair	Adona Pearson	3124 Dothan Ave.	Spring Hill	34609	$10,000.00	
Emergency Repair	Fanny Rojas	6092 Kelvin Court	Spring Hill	34606	$7,065.00	
Emergency Repair	Richard Block	11710 Linden Drive	Spring Hill	34608	$19,893.50	
Owner Occupied Rehab	Maria Nowak	12208 Katherwood St.	Spring Hill	34608	$87,895.00	
Emergency Repair	George Dietlein	2244 Maximilian Ave.	Spring Hill	34609	$12,986.50	
Down Payment Assistance	Patrick & Katie McNally & Long	3430 Lambert Dr.	Spring Hill	34608	$30,000.00	
Emergency Repair	Regina Kyle	1281 Antilles Lane	Spring Hill	34608	$11,878.50	
Emergency Repair	Cynthia Williams	2249 Lema Drive	Spring Hill	34609	$21,826.50	
Down Payment Assistance	Steven Kanyer	13190 Drysdale St.	Spring Hill	34609	$20,000.00	
Down Payment Assistance	Gary Kraatz	5031 Essex Lane	Spring Hill	34606	$50,000.00	
Down Payment Assistance	Taylor Butler	286 Royal Palm Way	Spring Hill	34608	$20,000.00	
Down Payment Assistance	Addie Schwerringhaus	4465 Bromley Ave.	Spring Hill	34609	$30,000.00	
Down Payment Assistance	Terrell Lawton Richardson	355 Royal Palam Way	Spring Hill	34608	$20,000.00	
Down Payment Assistance	Sherrell Carroll	9053 Nakoma Way	Weeki Wachee	34613	$20,000.00	
Down Payment Assistance	Breanna Hernandez	3234 Morven Drive	Spring Hill	34609	$20,000.00	
Down Payment Assistance	Jessica Rinier	13323 La Casita Ave.	Spring Hill	34609	$30,000.00	
Emergency Repair	Claudia Olson	10371 Cheever Road	Brooksville	34601	$12,916.50	
Emergency Repair	Sheena Whipple	1519 Piper Road	Spring Hill	34608	$5,611.50	
Down Payment Assistance	Douglas Ramon Calero Sanchez	485 Stillwater Ave.	Spring Hill	34606	$50,000.00	

Emergency Repair	Maria Corrales	2245 Arrow Ave.	Spring Hill	34609	$5,586.50	
Emergency Repair	Cynthia Molloy	4354 Union Springs Road	Spring Hill	34608	$13,766.50	
Emergency Repair	Mary Bononetti	4478 Plumosa St.	Spring Hill	34607	$10,983.50	
Emergency Repair	Ashley Brown	14058 Oleta St.	Spring Hill	34609	$17,536.50	
Emergency Repair	Patricia Miljkovic	14450 Coronado Dr.	Spring Hill	34609	$16,515.00	
Emergency Repair	Dora Coope	6375 Pinestand Ct.	Spring Hill	34606	$7,486.00	
Down Payment Assistance	Christopher/Scott Weber/Gentry	6339 Holiday Drive	Spring Hill	34606	$20,000.00	
Down Payment Assistance	Jabari & Madison Dean	3539 Moscato Drive	Brooksville	34602	$30,000.00	
Non Profit Construction	MidFlorida YouThrive	16077 Melbourne St.	Brooksville	34604	$50,000.00	
Down Payment Assistance	Ashley Sharpe	4570 Essex Lane	Spring Hill	34606	$30,000.00	
Down Payment Assistance	Christian Perez	10484 Tucker Road	Weeki Wachee	34613	$20,000.00	
Down Payment Assistance	Thomas & Michael Kuzilla - Anderson	6766 Treehaven Drive	Spring Hill	34606	$20,000.00	

Administration by Entity

Name	Business Type	Strategy Covered	Responsibility	Amount
Local Government				$229,372.83

Program Income

Program Income Funds	
Loan Repayment:	$781,231.62
Refinance:	$.00
Foreclosure:	$.00
Sale of Property:	
Interest Earned:	$13,417.48
Total:	**$794,649.10**

Number of Affordable Housing Applications

Number of Affordable Housing Applications	
Submitted	200
Approved	119
Denied	33

Explanation of Recaptured funds

Description	Amount

Total: **$.00**

Rental Developments

Development Name	Owner	Address	City	Zip Code	SHIP Amount	SHIP Units	Compliance Monitored By

Single Family Area Purchase Price

The average area purchase price of single family units: 243,148.00

Or

Not Applicable

Form 5

Special Needs Breakdown

Code(s)	Strategies	Expended Amount	Units	Encumbered Amount	Units	% of Allocation
2	Down Payment Assistance	$30,000.00	1			
3	Owner Occupied Rehab	$480,386.50	6			
5	Disaster Assistance	$7,920.00	1			
6	Emergency Repair	$128,383.00	10			
	Total:	**$646,689.50**	**18**			**34.10%**

Special Needs Category Breakdown by Strategy

Strategies	Special Needs Category	Expended Amount	Units	Encumbered Amount	Units
(3) Owner Occupied Rehab	Person with Disabling Condition (not DD)	$179,540.00	2		
(3) Owner Occupied Rehab	Receiving Social Security Disability Insurance	$211,051.50	3		
(6) Emergency Repair	Receiving Supplemental Security Income	$59,803.00	5		
(3) Owner Occupied Rehab	Receiving Supplemental Security Income	$89,795.00	1		
(6) Emergency Repair	Receiving Social Security Disability Insurance	$50,007.00	3		
(5) Disaster Assistance	Receiving Supplemental Security Income	$7,920.00	1		
(6) Emergency Repair	Developmental Disabilities	$12,986.50	1		
(2) Down Payment Assistance	Developmental Disabilities	$30,000.00	1		
(6) Emergency Repair	Person with Disabling Condition (not DD)	$5,586.50	1		

Provide a description of efforts to reduce homelessness:

A new position of homeless coordinator was created and staffed in 2025 to work closely with the Mid Florida Homeless Coalition and the community linking those in need to services. Hernando County is a new entitlement community receiving HOME funding through HUD and are working to implement TBRA.

Interim Year Data

Interim Year Data

Revenue	
State Annual Distribution	$2,331,068.00
SHIP Disaster Funds	
HHRP Allocation	$884,000.00
Program Income	$287,800.00
Total Revenue:	**$3,502,868.00**

Expenditures/Encumbrances	
Program Funds Expended	$630,381.50
Program Funds Encumbered	$2,965,000.00
Total Administration Funds Expended	$0.00
Total Administration Funds Encumbered	$247,496.00
Homeownership Counseling	$0.00
Total Expenditures/Encumbrances:	**$3,842,877.50**

Set-Asides		Percentage
65% Homeownership Requirement	$3,595,381.50	111.83%
75% Construction / Rehabilitation	$2,915,381.50	90.68%
30% Very Low Income Requirement	$2,065,381.50	58.96%
60% Very Low + Low Income Requirements	$3,120,381.50	89.08%
20% Special Needs Requirement	$820,000.00	25.50%

LG Submitted Comments:

State Housing Initiatives Partnership (SHIP) Program
Annual Report and Local Housing Incentives Certification

On Behalf of Hernando County (Local Government), I hereby certify that:

1. The Annual Report information submitted electronically to Florida Housing Finance Corporation is true and accurate for the closeout year 2022-2023 and interim years 2023-2024.
2. The local housing incentives or local housing incentive plan have been implemented or are in the process of being implemented. Including, at a minimum:
    a. Permits as defined in s.163.3164 (15) and (16) for affordable housing projects are expedited to a greater degree than other projects; and
    b. There is an ongoing process for review of local policies, ordinances, regulations, and plan provisions that increase the cost of housing prior to their adoption.
3. The cumulative cost per newly constructed housing per housing unit, from these actions is estimated to be $0.00.
4. The cumulative cost per rehabilitated housing per housing unit, from these actions is estimated to be $ 0.00.

Staff Member responsible for submitting annual report to FHFC: Velvet Burris

_____ _____

Witness Signature Date | Chief Elected Official or Designee Signature Date

_____ Jerry Campbell, Chairman

Witness Printed Name | Chief Elected Official or Designee Printed Name

_____ Approved as to Form and Legal Sufficiency

Witness Signature Date | By: Natasha López Perez
Hernando County Attorney's Office

_____

Witness Printed Name

or

ATTEST (Seal)

_____

Signature Date

Douglas A. Chorvat, Jr.
Clerk of Circuit Court and Comptroller

Printed Name

420.9075 (10) Each county or eligible municipality shall submit to the corporation by September 15 of each year a report of its affordable housing programs and accomplishments through June 30 immediately preceding submittal of the report. The report shall be certified as accurate and complete by the **local government's chief elected official or his or her designee.** Transmittal of the annual report by a county's or eligible municipality's chief elected official, or his or her designee, certifies that the local housing incentive strategies, or, if applicable, the local housing incentive plan, have been implemented or are in the process of being implemented pursuant to the adopted schedule for implementation.

State Housing Initiatives Partnership (SHIP) Program
Annual Report and Local Housing Incentives Certification

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1. The Annual Report information submitted electronically to Florida Housing Finance Corporation is true and accurate for the closeout year 2022-2023 and interim years 2023-2024.
2. The local housing incentives or local housing incentive plan have been implemented or are in the process of being implemented. Including, at a minimum:
   a. Permits as defined in s.163.3164 (15) and (16) for affordable housing projects are expedited to a greater degree than other projects; and
   b. There is an ongoing process for review of local policies, ordinances, regulations, and plan provisions that increase the cost of housing prior to their adoption.
3. The cumulative cost per newly constructed housing per housing unit, from these actions is estimated to be $0.00.
4. The cumulative cost per rehabilitated housing per housing unit, from these actions is estimated to be $ 0.00.

Staff Member responsible for submitting annual report to FHFC: Velvet Burris

Witness Signature Date	Chief Elected Official or Designee Signature Date 6/9/2026
Witness Printed Name	Jerry Campbell, Chairman Chief Elected Official or Designee Printed Name
Witness Signature Date	Approved as to Form and Legal Sufficiency By: Natasha López Perez Hernando County Attorney's Office
Witness Printed Name	

or

Paige Jeffreys, Deputy Clerk 6/9/2026
Signature Date

ATTEST (Seal)

BOARD OF COUNTY COMMISSIONERS HERNANDO COUNTY, FLORIDA SEAL

Douglas A. Chorvat, Jr.
Clerk of Circuit Court and Comptroller
Printed Name

420.9075 (10) Each county or eligible municipality shall submit to the corporation by September 15 of each year a report of its affordable housing programs and accomplishments through June 30 immediately preceding submittal of the report. The report shall be certified as accurate and complete by the **local government's chief elected official or his or her designee.** Transmittal of the annual report by a county's or eligible municipality's chief elected official, or his or her designee, certifies that the local housing incentive strategies, or, if applicable, the local housing incentive plan, have been implemented or are in the process of being implemented pursuant to the adopted schedule for implementation.

Board of County Commissioners

AGENDA ITEM

Meeting: 06/09/2026
Department: Utilities
Prepared By: Penny Grocholski
Initiator: Brad Smith
DOC ID: 17531
Legal Request Number:
Bid/Contract Number:

TITLE

Designation of Utilities Director Brad Smith as Alternate Member to Withlacoochee Regional Water Supply Authority

RESULT:	**ADOPTED**
MOVER:	John Allocco
SECONDER:	Ryan Amsler
AYES:	Campbell, Amsler, Champion and Allocco
ABSENT:	Hawkins

OATH OF OFFICE

(Art. II. § 5(b), Fla. Const.)

STATE OF FLORIDA
COUNTY OF Hernanado

I,Brad Smith, a citizen of the State of Florida and of the United States of America, and being employed by or an officer of Hernando County Utilities/BOCC
and a recipient of public funds as such employee or officer, do hereby solemnly swear or affirm that I will support the Constitution of the United States and of the State of Florida.

_____
Affiant's Signature

Sworn to and subscribed to before me on _____ _____, 2017, by

_____, Affiant, who is personally known to me ☐

***OR** has produced _____* ☐ *as identification.*

_____
Signature of Officer Administering Oath or of Notary Public
(Print, Type or Stamp Commissioned Name of Notary Public)
My Commission Expires:

ACCEPTANCE

I accept the office listed in the above Oath of Office.

Mailing Address: ☐ *Home* ☐ *Office*

_____ _____
Street or Post Office Box **Print Name**

_____ _____
City, State, Zip Code **Signature**

876.05 Public employees; oath.—

(1) All persons who now or hereafter are employed by or who now or hereafter are on the payroll of the state, or any of its departments and agencies, subdivisions, counties, cities, school boards and districts of the free public school system of the state or counties, or institutions of higher learning, except candidates for federal office, are required to take an oath before any person duly authorized to take acknowledgments of instruments for public record in the state in the following form:

> I, , a citizen of the State of Florida and of the United States of America, and being employed by or an officer of and a recipient of public funds as such employee or officer, do hereby solemnly swear or affirm that I will support the Constitution of the United States and of the State of Florida.

(2) Said oath shall be filed with the records of the governing official or employing governmental agency prior to the approval of any voucher for the payment of salary, expenses, or other compensation.

History.—s. 1, ch. 25046, 1949; s. 22, ch. 83-214; s. 55, ch. 2007-30; s. 77, ch. 2011-40.

Board of County Commissioners

AGENDA ITEM

Meeting: 06/09/2026
Department: Administration
Prepared By: Demetris Williams-Fagin
Initiator: Jeffrey Rogers
DOC ID: 17532
Legal Request Number:
Bid/Contract Number:

TITLE

Appointment of Members to Fine Arts Council Until December 31, 2030

RESULT:	**ADOPTED**
MOVER:	Ryan Amsler
SECONDER:	Steve Champion
AYES:	Campbell, Amsler, Champion and Allocco
ABSENT:	Hawkins

RECEIVED
APR 13 2026
Demetra Williams Fagis

HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS
BOARD/COMMITTEE APPLICATION

Please type or print clearly

Name of Board/Committee Fine Arts Council

Check one: ☑ **Full Member Position**
☐ **Alternate Member Position**

Name Megan Champagne
(Your name must be listed as it appears on your voter registration card)

THE FOLLOWING INFORMATION IS REQUIRED FOR COUNTY RECORDS AND BECOMES PUBLIC RECORD UPON SUBMITTING THIS APPLICATION. IF YOU BELIEVE THAT YOU QUALIFY FOR AN EXEMPTION TO THE RELEASE OF THIS INFORMATION, PURSUANT TO F.S. 119.07, PLEASE STATE THE BASIS OF YOUR EXEMPTION. YOUR FAILURE TO ANSWER FULLY AND TRUTHFULLY ALL QUESTIONS COULD RESULT IN YOUR APPLICATION BEING DENIED OR YOUR SUBSEQUENT REMOVAL FROM ANY BOARD/COMMITTEE IF APPOINTED.

Address 710 Fernwood Drive

City Brooksville **Zip** 34601

Telephone 352-346-4615 **(home)** same **(business)**

E-mail address zlayazeta@yahoo.com

Are you a resident of Hernando County? yes

Voter Registration Number 104370938

Education BA Stetson University 2005, Majors: French and Russian Studies, Minor: Russian Language
(Please include any certificates, awards, diplomas, degrees, professional license numbers, etc.)

Employment History Tour Director: Worldstrides, Bob Roger's Travel, Vacations By Rail
(Attach a resume if available)

Licenses or Certificates Held Tour Guide New York City, Tour Guide Washington, D.C.,
First Aid, CPR, Lifeguard (pending updated class, May 2026)

Have you ever previously applied for a position on any County Board/Committee? No

If yes, please state the Board(s)/Committee(s) you applied for, when you applied, and whether you were appointed.

Have you ever been convicted, plead guilty or no contest, or entered into PTI for a felony or 1st/ 2nd degree misdemeanor? No
Answering yes does not automatically disqualify you for consideration.

If yes, what charges?

Are you currently involved as a defendant in a criminal case? No

If yes, what charges?

Have you ever been named as a defendant in a civil action suit? No

If yes, when and describe action.

Please state your reasons for applying to this Board/Committee Art is universal and it should be accessible to as many people as possible. Hernando County has so many creative and talented people and so much to inspire us. I'd love to help uniock and uplift all possible resources as well as provide them to future gens.

Please list three character references of persons NOT related to, NOT an employer, NOT an employee of you or your company, and whom you have known at least one (1) year. Please include addresses and phone numbers.

1. Virginia (Ginger) Korbus 3235 Azalea Dr. Hernando Beach 941-447-9865
2. Jennifer Diedrick 28240 Rustic River Dr. Brooksville 352-442-5005
3. [redacted] Shirley Anderson 12101 Walswood Ave Brooksville 352-345-3016

I hereby request consideration as a committee/board appointee. It is my intention to familiarize myself to the duties and responsibilities of the office to which I may be appointed, and to fulfill the appointment to the best of my ability, exercising good judgement, fairness, impartiality, and faithful attendance. By my signature below, I hereby authorize Hernando County to check my references and my background, including, without limitation, obtaining a criminal history check. I also agree to file a Financial Disclosure form as required by State law, if applicable, and abide by provisions of the State Sunshine Law.

I hereby swear and affirm, under Penalty of Perjury, that the above information is true and correct.

Applicant s signature Megan Campagne

(Please direct all inquiries to the County Administrator s Office at 754-4002.)

Completed applications may be submitted to the County Administrator's office, 15470 Flight Path Drive, Brooksville, Florida 34604, or faxed to 352-754-4025 Attention: Jessica Wright.

Hernando County
Background Consent / Release Form

As a volunteer applicant, I understand and acknowledge that an investigative report may be compiled on me. This report may include information regarding any criminal records, and from various public and private sources including law enforcement agencies at the Federal, State or County level, courts record repositories, sexual offender registries and any other source required to verify information that I have voluntarily provided.

PERSONAL INFORMATION

Legal Name: Megan Champagne

Date of Birth: March 20, 1983

Other Names Used: NA

(Legal Name) First M.I. Last

Dates Used (from/to): NA

Home Phone #:

Cell Phone #: 352-346-4615

E-mail Address:

Are you 18 years of age or older? ☑ Yes ☐ No

GEOGRAPHIC INFORMATION

Current Address: 710 Fernwood Drive

City, State, Zip : Brooksville, FL 34601

Time at this address: 6 Years 10 Month

Previous Address: 1053 Whiteway Drive

City, State, Zip : Brooksville, FL 34601

Time at this address 8 Years Month

By signing below, you hereby authorize, empower and release from all liability, without reservation, any agency contacted by Hernando County to furnish the above-mentioned information. You further authorize ongoing procurement of the above-mentioned information at any time during your relationship with Hernando County. You agree that a fax or photocopy of this authorization is to be considered and accepted with the same authority as the original.

Megan Champagne — Applicant's Signature

4/11/26 — Date

RECEIVED
APR 06 2026
By Demetrius Williams

HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS
BOARD/COMMITTEE APPLICATION

Please type or print clearly

Name of Board/Committee: Hernando Art Concil

Check one: ☑ Full Member Position ☐ Alternate Member Position

Name: Ezequiel Merino

(Your name must be listed as it appears on your voter registration card)

THE FOLLOWING INFORMATION IS REQUIRED FOR COUNTY RECORDS AND BECOMES PUBLIC RECORD UPON SUBMITTING THIS APPLICATION. IF YOU BELIEVE THAT YOU QUALIFY FOR AN EXEMPTION TO THE RELEASE OF THIS INFORMATION, PURSUANT TO F.S. 119.07, PLEASE STATE THE BASIS OF YOUR EXEMPTION. YOUR FAILURE TO ANSWER FULLY AND TRUTHFULLY ALL QUESTIONS COULD RESULT IN YOUR APPLICATION BEING DENIED OR YOUR SUBSEQUENT REMOVAL FROM ANY BOARD/COMMITTEE IF APPOINTED.

Address: 9164 El Camino St

City: Spring Hill, Florida Zip: 34608

Telephone: 352-734-8037 (home) _____ (business)

E-mail address: zeekmerino65@gmail.com

Are you a resident of Hernando County? Yes

Voter Registration Number: _____

Education: High School and Graphic Art on TTI

(Please include any certificates, awards, diplomas, degrees, professional license numbers, etc.)

Employment History: Ezekiel's Photography 30 years

(Attach a resume if available)

Licenses or Certificates Held: _____

Have you ever previously applied for a position on any County Board/Committee? No

If yes, please state the Board(s)/Committee(s) you applied for, when you applied, and whether you were appointed.

Have you ever been convicted, plead guilty or no contest, or entered into PTI for a felony or 1st/ 2nd degree misdemeanor? No

Answering yes does not automatically disqualify you for consideration.

If yes, what charges? _____

Are you currently involved as a defendant in a criminal case? No

If yes, what charges? _____

Have you ever been named as a defendant in a civil action suit? No

If yes, when and describe action. _____

Please state your reasons for applying to this Board/Committee I'm passionate about using art as a way to bri

Please list three character references of persons NOT related to, NOT an employer, NOT an employee of you or your company, and whom you have known at least one (1) year. Please include addresses and phone numbers.

1. Sara Giol 813-919-8058
2. Jessica Banville 904-568-5159
3. Steven Camacho 727-813-3382

I hereby request consideration as a committee/board appointee. It is my intention to familiarize myself to the duties and responsibilities of the office to which I may be appointed, and to fulfill the appointment to the best of my ability, exercising good judgement, fairness, impartiality, and faithful attendance. By my signature below, I hereby authorize Hernando County to check my references and my background, including, without limitation, obtaining a criminal history check. I also agree to file a Financial Disclosure form as required by State law, if applicable, and abide by provisions of the State Sunshine Law.

I hereby swear and affirm, under Penalty of Perjury, that the above information is true and correct.

Applicant s signature 0f2f8c46-4377-44e1-9501-9 03e88baad6d

(Please direct all inquiries to the County Administrator s Office at 754-4002.)

Completed applications may be submitted to the County Administrator's office, 15470 Flight Path Drive, Brooksville, Florida 34604, or faxed to 352-754-4025 Attention: Jessica Wright.

X

Hernando County
Background Consent / Release Form

As a volunteer applicant, I understand and acknowledge that an investigative report may be compiled on me. This report may include information regarding any criminal records, and from various public and private sources including law enforcement agencies at the Federal, State or County level, courts record repositories, sexual offender registries and any other source required to verify information that I have voluntarily provided.

PERSONAL INFORMATION

Legal Name: Ezequiel Merino

Date of Birth: 3-23-1965

Other Names Used: Zeek Ezekiel

(Legal Name) First M.i Last

Dates Used (from/to):

Home Phone #:

Cell Phone #: 352-734-8037

E-mail Address: zeekmerino65@gmail.com

Are you 18 years of age or older? ☒ Yes ☐ No

GEOGRAPHIC INFORMATION

Current Address: 9164 El Camino St

City, State, Zip : Spring Hill FL, 34608

Time at this address: 8 Years Month

Previous Address: 24466 Lonesome Rd

City, State, Zip : Brooksville FL 34601

Time at this address 18 Years Month

By signing below, you hereby authorize, empower and release from all liability, without reservation, any agency contacted by Hernando County to furnish the above-mentioned information. You further authorize ongoing procurement of the above-mentioned information at any time during your relationship with Hernando County. You agree that a fax or photocopy of this authorization is to be considered and accepted with the same authority as the original.

Applicant's Signature

4-6-26
Date

RECEIVED
APR 1 0 2024
By Demetris Williams

4/10/2024

HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS
BOARD/COMMITTEE APPLICATION

Please type or print clearly

Name of Board/Committee Arts Council

Check one: ☑ **Full Member Position**
☐ **Alternate Member Position**

Name Vanessa Northcott
(Your name must be listed as it appears on your voter registration card)

THE FOLLOWING INFORMATION IS REQUIRED FOR COUNTY RECORDS AND BECOMES PUBLIC RECORD UPON SUBMITTING THIS APPLICATION. IF YOU BELIEVE THAT YOU QUALIFY FOR AN EXEMPTION TO THE RELEASE OF THIS INFORMATION, PURSUANT TO F.S. 119.07, PLEASE STATE THE BASIS OF YOUR EXEMPTION. YOUR FAILURE TO ANSWER FULLY AND TRUTHFULLY ALL QUESTIONS COULD RESULT IN YOUR APPLICATION BEING DENIED OR YOUR SUBSEQUENT REMOVAL FROM ANY BOARD/COMMITTEE IF APPOINTED.

Address 15187 Woodcrest Rd

City Brooksville **Zip** 34604

Telephone 214.334.1757 **(home)** _____ **(business)**

E-mail address northcottvanessa@gmail.com

Are you a resident of Hernando County? Yes

Voter Registration Number 126054489

Education _____
(Please include any certificates, awards, diplomas, degrees, professional license numbers, etc.)

Employment History Sr Project manager with IT implementation company
(Attach a resume if available)
Portfolio manager for FedEx in E commerce
Flight attendant with Allegiant Airlines

Licenses or Certificates Held _____

Have you ever previously applied for a position on any County Board/Committee? No

If yes, please state the Board(s)/Committee(s) you applied for, when you applied, and whether you were appointed.

Have you ever been convicted, plead guilty or no contest, or entered into PTI for a felony or 1st/ 2nd degree misdemeanor? No
Answering yes does not automatically disqualify you for consideration.

If yes, what charges? _____

Are you currently involved as a defendant in a criminal case? No

If yes, what charges? _____

Have you ever been named as a defendant in a civil action suit? No

If yes, when and describe action. _____

Please state your reasons for applying to this Board/Committee Interested in adding value to the arts council. Would like to encourage young artists to explore their talents and provide opportunities to do so.

Please list three character references of persons NOT related to, NOT an employer, NOT an employee of you or your company, and whom you have known at least one (1) year. Please include addresses and phone numbers.

1. Shweta Harve, Dallas TX (972) 795 3243
2. Patty Rose, Camden SC (803) 309 8318
3. Miguel Ramirez NY, NY (214) 728 8109

I hereby request consideration as a committee/board appointee. It is my intention to familiarize myself to the duties and responsibilities of the office to which I may be appointed, and to fulfill the appointment to the best of my ability, exercising good judgement, fairness, impartiality, and faithful attendance. By my signature below, I hereby authorize Hernando County to check my references and my background, including, without limitation, obtaining a criminal history check. I also agree to file a Financial Disclosure form as required by State law, if applicable, and abide by provisions of the State Sunshine Law.

I hereby swear and affirm, under Penalty of Perjury, that the above information is true and correct.

Applicant s signature JNorthcott

(Please direct all inquiries to the County Administrator s Office at 754-4002.)

Completed applications may be submitted to the County Administrator's office, 15470 Flight Path Drive, Brooksville, Florida 34604, or faxed to 352-754-4025 Attention: Jessica Wright.

Hernando County
Background Consent / Release Form

As a volunteer applicant, I understand and acknowledge that an investigative report may be compiled on me. This report may include information regarding any criminal records, and from various public and private sources including law enforcement agencies at the Federal, State or County level, courts record repositories, sexual offender registries and any other source required to verify information that I have voluntarily provided.

PERSONAL INFORMATION

Legal Name: Vanessa Joy Northcott

Date of Birth: March 18, 1966

Other Names Used: Vanessa Joy Cullen

(Legal Name) First M.I. Last

Dates Used (from/to): 2001 to 2008

Home Phone #:

Cell Phone #: 2143341757

E-mail Address: northcottvanessa@gmail.com

Are you 18 years of age or older? ☑ Yes ☐ No

GEOGRAPHIC INFORMATION

Current Address: 15187 Woodcrest Rd

City, State, Zip : Brooksville, FL 34604

Time at this address: _____ Years 7 Month

Previous Address: 5014 Southfork Blvd

City, State, Zip : Old Hickory, TN 37138, USA

Time at this address 2 Years _____ Month

By signing below, you hereby authorize, empower and release from all liability, without reservation, any agency contacted by Hernando County to furnish the above-mentioned information. You further authorize ongoing procurement of the above-mentioned information at any time during your relationship with Hernando County. You agree that a fax or photocopy of this authorization is to be considered and accepted with the same authority as the original.

V J Northcott _____

Applicant's Signature Date

RECEIVED
APR 0 3 2026
By Demetrais William Fagin

HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS
BOARD/COMMITTEE APPLICATION

Please type or print clearly

Name of Board/Committee Hernando County Fine Arts Council

Check one: ☑ **Full Member Position**
☐ **Alternate Member Position**

Name Marie Rode
(Your name must be listed as it appears on your voter registration card)

THE FOLLOWING INFORMATION IS REQUIRED FOR COUNTY RECORDS AND BECOMES PUBLIC RECORD UPON SUBMITTING THIS APPLICATION. IF YOU BELIEVE THAT YOU QUALIFY FOR AN EXEMPTION TO THE RELEASE OF THIS INFORMATION, PURSUANT TO F.S. 119.07, PLEASE STATE THE BASIS OF YOUR EXEMPTION. YOUR FAILURE TO ANSWER FULLY AND TRUTHFULLY ALL QUESTIONS COULD RESULT IN YOUR APPLICATION BEING DENIED OR YOUR SUBSEQUENT REMOVAL FROM ANY BOARD/COMMITTEE IF APPOINTED.

Address 12532 Fairway Ave

City Brooksville **Zip** 34613

Telephone 813-802-8006 **(home)** _____ **(business)**

E-mail address mlrny65@gmail.com

Are you a resident of Hernando County? Yes

Voter Registration Number _____

Education High School/ Medical Billing
(Please include any certificates, awards, diplomas, degrees, professional license numbers, etc.)

Employment History _____
(Attach a resume if available)

Licenses or Certificates Held Medical Billing

Have you ever previously applied for a position on any County Board/Committee? No

If yes, please state the Board(s)/Committee(s) you applied for, when you applied, and whether you were appointed.

Have you ever been convicted, plead guilty or no contest, or entered into PTI for a felony or 1st/ 2nd degree misdemeanor? No
Answering yes does not automatically disqualify you for consideration.

If yes, what charges? _____

Are you currently involved as a defendant in a criminal case? No

If yes, what charges? _____

Have you ever been named as a defendant in a civil action suit? No

If yes, when and describe action. _____

Please state your reasons for applying to this Board/Committee I would like to be involved in the Fine Arts Council to help and give back to the community.

Please list three character references of persons NOT related to, NOT an employer, NOT an employee of you or your company, and whom you have known at least one (1) year. Please include addresses and phone numbers.

1. Rosanne Zummo 517-412-9645 3245 Cedar Crest Loop Spring Hill FL 34609
2. Paul Zummo 570-412-0384 3245 Cedar Crest Loop Spring Hill FL 34609
3. Lisa Flaherty 570-815-6826 3222 Hemlock Farms Lords Valley PA 18428

I hereby request consideration as a committee/board appointee. It is my intention to familiarize myself to the duties and responsibilities of the office to which I may be appointed, and to fulfill the appointment to the best of my abillty, exercising good judgement, fairness, impartiality, and faithful attendance. By my signature below, I hereby authorize Hernando County to check my references and my background, including, without limitation, obtaining a criminal history check. I also agree to file a Financial Disclosure form as required by State law, if applicable, and abide by provisions of the State Sunshine Law.

I hereby swear and affirm, under Penalty of Perjury, that the above information is true and correct.

Applicant s signature [signature]

(Please direct all inquiries to the County Administrator s Office at 754-4002.)

Completed applications may be submitted to the County Administrator's office, 20 North Main Street, Room 263, Brooksville, Florida 34601, or faxed to 352-754-4477.

Hernando County
Background Consent / Release Form

As a volunteer applicant, I understand and acknowledge that an investigative report may be compiled on me. This report may include information regarding any criminal records, and from various public and private sources including law enforcement agencies at the Federal, State or County level, courts record repositories, sexual offender registries and any other source required to verify information that I have voluntarily provided.

PERSONAL INFORMATION

Legal Name: Marie L Rode

Date of Birth: 08/02/1965

Other Names Used: Marie L Strunk

(Legal Name) First M.I. Last

Dates Used (from/to): 8/1965-10/1984

Home Phone #:

Cell Phone #: 813-802-8006

E-mail Address: mlrny65@gmail.com

Are you 18 years of age or older? ☑ Yes ☐ No

GEOGRAPHIC INFORMATION

Current Address: 12532 Fairway Ave

City, State, Zip : Brooksville, FL 34613

Time at this address: 3 Years 4 Month

Previous Address: 8897 Flourish Dr

City, State, Zip : Land O Lakes FL 34637

Time at this address 2 Years 6 Month

By signing below, you hereby authorize, empower and release from all liability, without reservation, any agency contacted by Hernando County to furnish the above-mentioned information. You further authorize ongoing procurement of the above-mentioned information at any time during your relationship with Hernando County. You agree that a fax or photocopy of this authorization is to be considered and accepted with the same authority as the original.

Applicant's Signature

4/6/26
Date

HERNANDO COUNTY FINE ARTS COUNCIL

Updated: 03/31/2026

Name	Address	Phone	Appointed	Expires
Pedram Moghaddam-**CHAIR**	14250 Old Crystal River Road Brooksville, FL 34601	813-466-8249 (H) cityart@cityofbrooksville.us	2/8/2022	**12/31/2025**
Nidia Pierre	4265 Braemere Drive Spring Hill, FL 34609	727-479-6318 mrapierressi@gmail.com	12/14/2022	**12/31/2026**
Jerry Diane Greenwell	3267 Flamingo Blvd. Hernando Beach, FL 34607	352-606-3720 dianemgreenwell@gmail.com	3/22/2022	**12/31/2026**
Cheryl Ann Hill	22403 Snow Hill Road Brooksville, FL 34601	352-799-4008(H) 352-584-0429 (M) hillrusk@gmail.com	12/14/2022 5/28/2019 12/31/2022	**12/31/2026**
Sheryl Lisa Hannon-Council	12300 Ascott Lane Spring Hill, FL 34609	727-237-5808 (C) slisahannon@gmail.com	2/28/2023	**12/31/2027**
Ronald Coles	3459 Hanging Moss Loop Spring Hill, FL 34609	207-229-5321 (C) rrclegal@yahoo.com	7/25/2023	**12/31/2027**
Roxanne Campbell	4293 Biscayne Drive Hernando Beach, FL 34607	352-942-3007 loladavinci3@outlook.com	04/23/2024	**12/31/2028**
Joan LoBianco	1481 Fergason Avenue Spring Hill, FL 34609	352-238-6739 jnlobianco@yahoo.com	08/13/2024	**12/31/2028**
Nina Mattei	20 Pine Street Brooksville, FL 34601	352-422-2608 (H) ninamattei@comecast.net	12/17/2024 01/12/2021 12/31/2024	**12/31/2028**
Cynthia Lee Gandy	20133 Suncrest Drive Brooksville, FL 34601	352-238-1327 Amethyst6978@gmail.com	3/11/2025	**12/31/2029**

Deanna Passarelli	26641 Mondon Hill Road Brooksville, FL 34601	203-943-2019 deannapassarelli@gmail.com	9/9/2025	**12/31/2029**
Jan Houser	[redacted]	[redacted]	1/29/2026	**12/31/2030**
Russell Jaegar	9452 Nakoma Way Weeki Wachee, FL 34613	860-796-1092 rdjhoya@yahoo.com	2/24/2026	**12/31/2030**
VACANT				
VACANT				
Past Members				
Dakota Horton	1248 Olmes Road Brooksville, FL 34601	615-240-1550 (H) dakotam@usf.edu	6/11/2024	**12/31/2028** **Resigned 3/31/2026**
Isaiah Haddon	10298 Hemlock Street Spring Hill, FL 34608	352-301-2979 haddonisaiah@gmail.com	3/22/2022	**12/31/2026** **Resigned 8/26/2025**
Maxine Winer	1142 West Jefferson Street Brooksville, FL 34601	516-509-3271 (C) rustivejadeartcollective@gmail.com	10/11/2022	**12/31/2025** **Resigned 4/30/2025**
Allisa Babor	5178 Culbreath Road Brooksville, FL 34601	352-232-5845 (C) allisa@rootscreative.com	12/14/2022 5/28/2019	**12/31/2026** 12/31/2022 **Resigned 02/13/2025**
Samuel C. Freeman	9108 Vicksburg Road Spring Hill, FL 34608	352-232-1683 Dreachris2@gmail.com	12/31/2018 2/25/2014	**12/31/2022** 12/31/2018

Marla Sticka	4618 Golf Club Lane Spring Hill, FL 34609	727-710-6827 (C) marlajsticka@gmail.com	8/22/2023	**12/31/2027** **Resigned 08/02/2024**
Alison Papantoniou	812 Buena Vista Avenue Brooksville, FL 34601	703-638-4316 (C) alisonkpapa@gmail.com	10/11/2022	**12/31/2025** **Resigned 1/18/24**
John David Hanna	8436 Moonlight Avenue Brooksville, FL 34613	352-340-7532 (C) johndavidhanna@line.com	8/22/2023	**12/31/2027** **Resigned 7/2/2024**
Judy Polatschek	4529 Flounder Drive Hernando Beach, FL 34607	352-596-3347 jpolatschek@gmail.com	12/14/2022	**12/31/2026** **Resigned 10/7/23**
Autum Proctor	10200 W Fishbowl Drive Homosassa, FL 34448 **Updated Address on 7/22/24**	603-560-5003 travelingparties@gmail.com	12/14/2022	**12/31/2026** **Resigned 3/4/24**
Linda Allen	4992 Championship Cup Lane Spring Hill, FL 34609	352-796-1414 Lindaallen618@tampabay.rr.com	12/14/2022	**12/31/2026** **Resigned 6/30/23**
Mary E. “Beth” Putnam	6 Crosby Street Brooksville, FL 34601	352-573-8208(C) Bethputnam61@gmail.com	12/15/2020 6/28/2016	**12/31/2024** 12/31/2020 **Resigned 4/22/23**
Michael Dolan	5373 Cappleman Loop Brooksville, FL 34601	360-359-0568(C) mjdolanski@gmail.com	12/15/2020	**12/31/2024** **Resigned 5/12/23**
Teresa Robinson	5027 Tiburon Avenue Spring Hill, FL 34608	970-250-1991 (C) 352-600-4242 (H) Stormwavemedia@gmail.com	6/25/2019	**12/31/2022**

Kure Christina Walters	19376 Fort Dade Avenue Brooksville, FL 34601	kure82@hotmail.com 352-390-6290	5/28/2019	**12/31/2022** **Resigned** **11/5/22**
Cristina Stenstrom	2266 Hillandale Ave. Spring Hill, FL 34609	352-293-5421 (H)	**5/10/2022**	**12/31/2025** **Resigned** **11/3/22**
Paul O. Shaskan	9386 Apple Valley Drive Weeki Wachee, FL 34613	352-597-7435 Poiw@yahoo.com	12/31/2015 8/28/2012	12/31/2020 12/31/2015
Sommer Brocuglio	14250 Old Crystal River Road Brooksville, FL 34601	727-831-9993 1133summerb@gmail.com	3/22/2022	**12/31/2026** **Resigned** **7/28/2022**
Martha Ziemski	3224 Hibiscus Drive Hernando Beach, FL 34607	501-425-5301 (H) diwizi@gmail.com	5/11/2021	**12/31/2025** **Resigned** **7/30/2022**
Jessica Knutila	11220 Homeway Street Spring Hill, FL 34609	352-442-7390 (H)	01/12/2021	**12/31/2024** **Resigned** **7/28/2022**
Barbara Blavatt	4554 Secretariat Run Spring Hill, FL 34609	352-345-8315(H) 859-512-5370(B) barbblavatt@gmail.com	12/15/2020 11/15/2016	**12/31/2024** 12/31/2020 **Resigned** **3/25/22**
Sandra M. Brown	8020 Victoria Way Weeki Wachee, FL 34613	310-941-1534 (C) Brownsm10@gmail.com	11/27/2018	12/31/2022 **Resigned** **12/31/2021**
Diane Fournier	3596 Gulf Coast Drive Hernando Beach, FL 34607	352-263-0218 malonedee@aol.com	12/14/2021	12/31/2026 **Resigned** **12/29/21**

Jody Tadlock	172 Lark Avenue Brooksville, FL 34601	352-942-7827(C) eh-p@hotmail.com	12/15/2020	12/31/2024 **Resigned** **1/7/2021**
Michael Nolen	117 S. Brooksville Avenue Brooksville, FL 34601	303-269-1459 (H) solanocte@aol.com	5/11/2021	12/31/2025 **Resigned** **11/5/2021**
William Davie Yerrick	9370 Burnam Drive Weeki Wachee, FL 34613	352-596-9323 (H) Billyd11844@tampabay.rr.com	2/28/2017 1/22/2013	12/31/2021 12/31/2016
David R. Latscha	PO Box 3773 Spring Hill, FL 34611	352-210-9176 813-955-2340 (B)	12/10/2018	12/31/2022 **Resigned** **8/4/2021**
Tina Jarvis	5373 Cappleman Loop Brooksville, FL 34601	360-888-7951 jarvisti@gmail.com	11/15/2016	12/31/2020
Peggy Pope	27038 Redfox Drive Brooksville, FL 34602	813-380-1424 Pblack5594@aol.com	11/15/2016	12/31/2020
Michael M. Goldman	P.O. Box 6715 Spring Hill, FL 34611	352-556-3350 (H) 352-238-8524 (C) Mgoldman20@tampabay.rr.com	2/28/2012	**9/25/2012** **(resigned)** 12/31/2015
Anne Buckingham	33449 Ohio Avenue Ridge Manor, FL 33523	352-583-2441	4/12/2011	**10/11/2012** **(resigned)** 12/31/2013
Deborah Lynn Dollar	10335 Rain Forest Road Brooksville, FL 34601	352-799-7294 (H) SPBE3@aol.com	7/10/2012	**2/25/2014** **(resigned)** 12/31/2015

Kimberly S. Bryant	34760 Orchid Parkway Ridge Manor, FL 33523	352-583-0102 (H) 352-799-6974 (w) kimbryant@tampabay.rr.com	8/28/2012	**2/25/2014 (resigned)** 12/31/2015
Lili E. Southerland	942 Village Drive Brooksville, FL 34601	352-796-3043 (H) 352-346-4286 (C) lilisoutherland@att.net	1/14/2014 10/9/2012	10/10/2014 (resigned) 12/31/2017 12/31/2013
Denzil Southerland (Daughter)	942 Village Drive Brooksville, FL 34601	southilldenzil@aol.com	(Non-appointed position) PAID	9/30/2014 (resigned)
Steven W. Johnson	764 Winthrop Drive Spring Hill, FL 34609	727-207-6067 (H) 308-340-4139 (W) Steven.johnson@westernalum.org	1/22/2013	12/31/2016 (declined appt.)
Mary Rightmyer	4395 Larkenheath Dr. Spring Hill, FL 34609	352-556-3575 mozartnmary@aol.com	1/14/2014 7/23/2013	12/31/2017 12/31/2013
Susan Marie Jurkiewicz	9118 Alexandria Dr. Weeki Wachee, FL 34613	352-597-6640 slakehuron@gmail.com	7/23/2013	9/11/2014 (resigned) 12/31/2014
Samuel A. Wagoner	21042 Dandy Rd. Brooksville, FL 34601	352-584-8647 (H) 352-540-6786 (B) w_sam_m@yahoo.com	8/27/2013	(resigned) 12/31/2014
Michael A. Nolen	4599 Copper Hill Dr. Spring Hill, FL 34609	352-293-4020 (H) 303 269 1459 (C) solanocte@aol.com	8/27/2013	7/21/2014 (resigned) 12/31/2015
Jeanette Conde Lewis	4014 Seadragon Bluff Spring Hill, FL 34609	352-263-4149 352-797-7095 Ext. 288 Jclewis0318@gmail.com	2/25/2014	9/8/2014 (resigned) 12/31/2018
Emilio “Sonny” De Vergara	5075 White Road Brooksville, FL 34602	352-797-7481 (H) 352-279-0729 (C)	2/25/2014	6/6/2018 (resigned) 12/31/2018

Michael Nicholson	7298 Sherman Hills Blvd. Brooksville, FL 34602	352-428-9135 352-797-7015 Michaelsonart@hotmail.com	5/13/2014	7/4/2014 (resigned) 12/31/2018
Jessi Poole	5154 Valley View Drive Brooksville, FL 34601	352-340-9233 352-354-4360 Xbored22@yahoo.com	8/12/2014	9/8/2015 (removed) (lack of attendance) 12/31/2018
Lisa Callea	2367 Old Oak Trail Brooksville, FL 34604	352-428-9275 lmcallea@yahoo.com	10/28/2014	10/10/2016 (resigned) 12/31/2018
Elizabeth Love	11857 Wexford Boulevard Spring Hill, FL 34609	352-796-6801 Love-betty@hotmail.com	1/27/2015	9/10/2015 (resigned) 12/31/2019
Judy Ann Polatschek Palais	4529 Flounder Drive Hernando Beach, FL 34607	352-596-3347 jpolatschek@gmail.com	9/8/2015	3/1/2016 (resigned) 12/31/2019
Donna Mackey	13183 Hazel Crest Street Spring Hill, FL 34609	352-587-6950 (H) 352-238-5117 (C) Donna.mackey@yahoo.com	5/10/2016	(resigned) 12/31/2020
Victoria Lynn Roush	9556 Horizon Drive Spring Hill, FL 34608	305-766-3706 (C) Vicki.roush@gmail.com	5/10/2016	7/5/2018 (resigned) 12/31/2020
Robert Koetter	12491 Lombardy Street Spring Hill, FL 34608	352-606-2665 Rkoetter53@gmail.com	2/28/2017	8/8/2017 (resigned) 12/31/2021
Marcia A. Hood	27291 Old Trilby Road Brooksville, FL 34602	352-796-2795 Yellowrosebeta66@gmail.com	5/9/2017	11/27/2018 (resigned) 12/31/2021
Mr. Joseph Kruse	3449 Cyclone Drive Pine Island, FL 34607 Mailing Address: P.O. Box 209 6252 Commercial Way Weeki Wachee, Florida 34613	352-597-8442 Josephkruse997@gmail.com	5/9/2017	6/15/2018 (resigned) 12/31/2021

Andrea Freeman	9108 Vicksburg Road Spring Hill, FL 34608	352-232-1683 Dreachris2@gmail.com	2/25/2014	12/31/2018 (expired) 12/31/2018
Roger Carlton Sherman Deceased February 2019	3400 Station Boulevard Brooksville, FL 34604	352-799-2627 (H) 813-404-0489 (C) castlemore@aol.com	3/10/2015 1/14/2014 9/13/2011	12/31/2019 4/1/2014 (resigned) 12/31/2017 12/31/2013
John H. Cornell, Jr.	11147 Heathrow Ave. Spring Hill, FL 34609	jcornell1@tampabay.rr.com 352-277-1873	5/28/2019	12/31/2022 3/30/2020 (resigned)
Tanya Star Myers	9384 Long Island Road Brooksville, FL 34613	352-584-2856 justbville@yahoo.com	5/28/2019	12/31/2022 12/15/2020 (removed – lack of attendance)

14 Current Active Members (15 Total Authorized)
DOES NOT file Financial Disclosure
4-year terms in addition to filling expired terms
Commissioner Ryan Amsler is the Commission's Ex Officio member

Board of County Commissioners

AGENDA ITEM

Meeting: 06/09/2026
Department: Administration
Prepared By: Jessica Wright
Initiator: Jeffrey Rogers
DOC ID: 16928
Legal Request Number:
Bid/Contract Number:

TITLE

Update Regarding Ongoing Board Directives

ONGOING BOCC DIRECTIVES

PRIORITY	BOARD DATE	ONGOING ISSUES	RESPONSIBLE PARTY	ANTICIPATED COMPLETION DATE	COMMENTS
1	6/14/2022	South Brooksville Community Redevelopment Agency	Veda Ramirez	TBD	Legal determined the County can only have one CRA. Thus, the Consultant is preparing two revised Finding of Necessity, separately for the City and County jurisdictions, and then the corresponding two CRA Plans. The City and the County will be preparing the related legal descriptions that independently define the two geographic areas as well as the necessary Resolutions/Ordinances to move forward to approval.
2	12/13/2022	Buffer Requirements	Omar DePablo	7/7/2026	Staff is to create Buffer Design Guidelines to be referenced in the Code, including ensuring that majestic trees are protected and buffer to be started early in construction. The Consultant and staff have created a draft and are finalizing for BOCC review.
3	12/13/2022	Ordinance on Required Plantings	Omar DePablo	7/7/2026	Staff to review the code; ensuring majestic trees are protected. Draft language created. The Consultant and staff have created a draft and are finalizing for BOCC review.
4	6/22/2021	Tiny Homes / Accessorily Dwelling Unit / Secondary Buildings for Larger Lots	Omar DePablo	7/7/2026	Sheds permits under 120 S.F. Removed from permitting. ADU / Tiny Homes under review.
5	12/13/2022	Subdivision Layouts	Omar DePablo	7/7/2026	Staff will review the code to determine sufficient and combination of lots sizes, garages, and parking within subdivisions. Staff has begun to meet with developers as the projects are submitted. Staff has begun to implement, through the Planned Development Project (PDP) process, subdivision standards in anticipation to Code Ordinance change.
6	8/23/2022	Homeless Resources and Projects	Veda Ramirez	Ongoing	Monthly meetings with Community Partners will be held to help address homelessness needs, training, funding, and initiatives ongoing. Updated Resource Card. Tenant-Based Rental assistance for individuals experiencing homeless.
7	12/13/2022	Architectural Design Requirements	Omar DePablo	TBD	Staff to review the code to determine architectural standards as it relates to commercial developments; if necessary. Staff has begun to implement through the PDP process. Consultant is drafting language.
8	8/23/2022	Twin Lakes Historic Designation	Veda Ramirez / Omar DePablo	Fall 2026	Direction signs completed for Twin Lake Cemetery and area. Twin Lake historic designation to be addressed in the Comprehensive Plan during the Planning Evaluation and Appraisal Report.
9	6/23/2020	Addition of Statue Memorializing Local African American Significance	Jeff Rogers	TBD	The Community has formed a committee; awaiting a decision from the Community on the addition of a statue.
10	12/16/2025	Permit Review	Toni Brady	7/7/2026	Review of all unnecessary permits. List of all permits currently required for BOCC review and consideration, if necessary. Review is ongoing. Will have a list of all permits for BOCC review.

PRIORITY	BOARD DATE	ONGOING ISSUES	RESPONSIBLE PARTY	ANTICIPATED COMPLETION DATE	COMMENTS
11	1/13/2026	Regulation on Dog Breeders	Jon Jouben	TBD	Proposed Ordinance to regulate dog breeding in the County. Requested the Sheriff's Office, Animal Control and Animal Shelter to provide suggested changes for County policy. County Attorney to draft ordinance for limiting unlicensed dog breeders
12	2/10/2026	Tow Truck on Call	Omar DePablo	TBD	Proposed change to ordinance to allow Tow Truck Drivers that are on-call to park vehicle at residence.
13	12/16/2025	Riverine Protection Ordinance	Omar DePablo	TBD	Review the internal process to ensure the ordinance is being followed.
14	12/16/2025	Dusky Warbler Roadway	Scott Herring	TBD	Send communication to Duke Energy and Southwest Florida Water Management District (SWFWMD) to determine ability to work with us on property acquisition to extend roadway. Letter has been sent to Duke Energy, and SWFWMD.
15	1/13/2026	Manatee Refuge at Hospital Hole	Chris Linsbeck	TBD	Staff to continue to follow up with FWC on possible establishment of Manatee Refuge. FWC is collecting data for their analyses of the County request.
16	2/24/2026	Prohibition Against not Accepting Cash Payments	Jon Jouben	7/28/2026	Proposed Ordinance related to Retail Transactions; Creating Section 18-1 of Hernando County Code Prohibiting Retail Businesses From Refusing to Accept Cash Payments for Goods or Services. Ordinance to be updated to match state requirements.
17	2/3/2026	Short-Term Rental Use Regulations for Requiring Certificates of Use for Short-Term Rental Properties	Omar DePablo	7/28/2026	Create ordinance requiring same requirements as State requires. This will allow for local enforcement.
18	5/12/2026	Gun range.	Carla Rossister Smith	TBD	Staff to research grants and opportunity for a public Gun Range
19	5/12/2026	Mobility Fee	Omar DePablo	TBD	Proposal for Study on Mobility Fee to replace impact fees.

Hernando County

FY 27 Budget Update

June 9, 2026

FY 27 Process

- County department budget meetings are completed
- Constitutional budgets received
- Estimated taxable value as of 6/1/26 - increase of $869 Million or 4.75%
  - Current property value increase - $216 Million or 1.18%
  - New construction value - $653 Million of 3.57%

FY 27 Expenses

Prior to cash carry forward

		FY 26 Adopted Budget	FY 27 Budget Request	Change	% Change
County Operating					
- County Total (without)		$43,911,524	$46,846,233	$2,934,709	6.68%
Debt Service		$2,439,192	$5,360,850	$2,921,658	119.78%
Constitutional Officers		$123,611,167	$135,077,388	$11,466,221	9.28%
CIP Constitutional		$55,000	$0	-$55,000	-100.00%
CIP		$6,339,600	$8,744,630	$2,405,030	37.94%
State Mandates		$7,962,233	$8,786,150	$823,917	10.35%
Grants		$14,968,328	$20,214,303	$5,245,975	35.05%
Reserves		$38,565,909	$37,576,477	-$989,432	-2.57%
	Total	$237,852,953	$262,606,031	$24,753,078	
Constitutional Officers					
Supervisor of Elections - includes special election		$3,310,201	$2,906,480	-$403,721	-12.20%
Tax Collector		$4,269,000	$4,371,000	$102,000	2.39%
Property Appraiser		$4,332,514	$4,516,883	$184,369	4.26%
Clerk		$13,952,767	$15,747,292	$1,794,525	12.86%
Sheriff					
Law Enforcement - FY 26 does not include BWC adj		$69,887,027	$78,154,220	$8,267,193	11.83%
Jail		$23,628,696	$24,716,192	$1,087,496	4.60%
Courthouse Security		$2,356,733	$2,652,160	$295,427	12.54%
Animal Services		$1,874,229	$2,013,161	$138,932	7.41%
	Total	$123,611,167	$135,077,388	$11,466,221	

FY 27 Status

- **10.6 Million dollar deficit**
  - Millage rate remains the same

- **With Budget reserves at minimum of 18.5%**
  - True-up totals not available yet.
  - FEMA reimbursement still outstanding ~ 14 Million.(Not planning on this funding)

- **Strategies**
  - Majority of new positions proposed by County removed. Not included in 11 million deficit
  - Economic incentive transfer removed from budget
  - No increase in transportation millage
  - County reviewing capital maintenance projects to delay, remove from FY 27 budget
  - Carry forward projects not initiated will be evaluated for necessity
  - All open positions reviewed and only critical general fund positions filled.(already have not filled two positions) Using Temp employees to complete work as necessary.

Homestead Exemption Referendum FY 28

Considerations for operation of Government this year for future planning

•Delay award of construction for capital projects that will result in increased government expenses in General Fund, Transportation, Stormwater, and EMS

•Continue on current schedule and make individual determinations on future maintenance and operating costs, or delay award if necessary, until Citizens vote on the referendum.

•BOCC to make decisions on if the expansion of the government in these areas is appropriate. Use of alternative revenue sources, decrease in spending allows for these improvements, increased organizations restructuring to reduce expenses.

- Anderson Snow Multi-use fields
- Weeki Wachee Preserve Project
- Animal Services Shelter Expansion
- Public Safety Training Center
- Linda Pedersen Tower
- Waterways Building
- HHS lease