



## Hernando County

### Board of County Commissioners

John Law Ayers Commission Chambers, Room 160  
20 North Main Street, Brooksville, FL 34601

#### Regular Meeting

#### Agenda

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**Tuesday, May 9, 2023 - 9:00 A.M.**

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**IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT, PERSONS WITH DISABILITIES NEEDING A SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT COLLEEN CONKO, HERNANDO COUNTY ADMINISTRATION, 15470 FLIGHT PATH DRIVE, BROOKSVILLE, FLORIDA 34604, (352) 754-4002. IF HEARING IMPAIRED, PLEASE CALL 1-800-676-3777.**

**If a person decides to appeal any quasi-judicial decision made by the Hernando County Board of County Commissioners with respect to any matter considered at such hearing or meeting, he or she will need a record of the proceeding, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based.**

**PLEASE NOTE THAT THIS MEETING HAS A START TIME OF 9:00 A.M., AND ALL ITEMS CAN BE HEARD ANYTIME THEREAFTER.**

#### **UPCOMING MEETINGS:**

The Board of County Commissioners' next regular meeting is scheduled for Tuesday, May 23, 2023, beginning at 9:00 A.M., in the John Law Ayers County Commission Chambers, Room 160.

#### **A. CALL TO ORDER**

1. Invocation
2. Pledge of Allegiance

#### **B. APPROVAL OF AGENDA (Limited to Board and Staff)**

#### **C. ELECTED OFFICIALS**

#### **D. CITIZENS' COMMENTS (Yellow sheets are not required for speakers.)**

#### **E. BOARD/STAFF RESPONSES**

#### **F. CLERK OF CIRCUIT COURT & COMPTROLLER DOUGLAS CHORVAT, JR.**

**[12156](#) Unaudited Quarterly Financial Report for Quarter Ended March 31, 2023**



**G. CONSENT AGENDA****AGREEMENT/GRANT**

1. [12155](#) Request by Sheriff's Office to Apply for FY 2023 US Department of Justice Office of Community Oriented Policing Services for School Violence Prevention Program

**APPOINTMENT**

2. [12157](#) Appointment of Sheriff's Office IT Manager Chris Watier to Serve as 911 Coordinator for Hernando County

**COMMEMORATIVE**

3. [11891](#) Resolution Proclaiming Hernando County to be Recognized as a "BLUE" County in Support of All Law Enforcement
4. [11984](#) Resolution Proclaiming May 2023 as Drug Court Month
5. [11893](#) Resolution Proclaiming May 2023 as Mental Health Month
6. [12099](#) Resolution Proclaiming May 2023 as Water Safety Month
7. [12127](#) Resolution Proclaiming May 7, 2023, Through May 13, 2023, as National Travel and Tourism Week
8. [11965](#) Resolution Proclaiming May 21, 2023, Through May 27, 2023, as National Public Works Week

**MISCELLANEOUS**

9. [12089](#) Discharge of Special Master Order and Satisfaction of Lien for Ada Matos
10. [12041](#) Discharges of Orders and Satisfactions of Sheriff's Office Special Master Liens for Nicole L. Cantley and Dakota W. Carter
11. [12067](#) Satisfaction of Code Enforcement Public Nuisance Abatement Special Assessment Liens for Rebecca M. Hendry
12. [12086](#) Satisfaction of Interim Disposal Special Assessment Lien for Curtis W. Cole and Alexis W. Cole
13. [12105](#) Satisfaction of Second Mortgage for Sandy Beiro and Socorro Beiro Through Neighborhood Stabilization Program Purchase Assistance Program
14. [12162](#) Satisfactions of Various Mortgages Through Homeownership Down Payment Assistance Program
15. [12116](#) Transmittal of List of Accounts Payable Disbursements for Weeks Ended April 14, 2023, and April 21, 2023

16. [12049](#) Various Discharges of Orders and Satisfactions of Code Enforcement Special Master Liens

**PROPERTY**

17. [12159](#) Resolution Ratifying Denial of Rezoning Petition Submitted by Adam Webster, Wayne Karastury, and Civil-Tech Consulting Services, LLC, on Behalf of Mohamed Nazir Hamoui and Nada Hamoui as Trustees of N & N Family Revocable Trust Dated October 12, 2022 (H2258)
18. [12158](#) Resolution Ratifying Rezoning Petition Submitted by A & I Land Association, LLC (H2223)

**H. CORRESPONDENCE TO NOTE**

1. [12154](#) Appointment of D. Todd Crosby, P.E., to State Department of Transportation Greenbook Advisory Committee to Aid in Development of Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways
2. [12115](#) Notice of Purchasing Policy Exceptions for March 2023
3. [12133](#) Receipt of Alcohol and Other Drug Abuse Trust Fund Monthly Report for March 2023

**I. COUNTY ADMINISTRATOR JEFFREY ROGERS**

1. [12165](#) Appointment of Lindsey Hack to Pasco Hernando Workforce Board of Directors
2. [11439](#) Update Regarding Ongoing Board Directives

**J. BUDGET DIRECTOR/CHIEF PROCUREMENT OFFICER TONI BRADY  
MANAGEMENT AND BUDGET**

1. [12113](#) Budget Resolution Reversing Grant Funds Back to Department of Environmental Protection Under Recreational Trails Program and Reversing Grant Match Funds to Budget Reserves Due to Termination of Grant Agreement for Access Improvements at Peck Sink Trail and Overlook
2. [12225](#) Budget Resolution Transferring Funds to Cover Additional Billing for Medical Insurance Self-Ins Fund FY 2022-23
3. [12230](#) Resolution Regarding Reimbursement of Costs Relating to Acquisition of Vehicles and Equipment for County's Fleet Replacement Program

**PROCUREMENT**

4. [12169](#) Amendment No. 1 to Term Contract to West Florida Aggregates, LLC, for Department of Transportation Compliant Limerock Stabilized Base for Road Maintenance and Repair (Contract No. 23-T00028/CRS; Amount: \$600,000.00)
5. [12166](#) Award of Contract to Goodwin Bros. Construction, Inc., for Infrastructure Construction of Dr. Dennis Wilfong Center for Success (Contract No. 23-CG0215/JG)
6. [12134](#) Award of Contracts to Minuteman Security Technologies, Inc., and MCS of Tampa, Inc., d/b/a Mission Critical Solutions for Pre-Qualification for Installation of Access Control and Video Communication Systems (Contract No. 23-T00041/GL)
7. [12150](#) Award of Term Contract to Asphalt Paving Systems, Inc., for Premium Microsurfacing for County Road Projects (Contract No. 23-T00029/AP; Amount: \$600,000.00)
8. [12233](#) Ratification of Amendment No. 1 of Professional Services Agreement With Baker Tilly US, LLP, for Job Evaluation and Classification Study
9. [12151](#) Utilization of Seminole County School Board Contract With All Florida Fire Equipment, for Fire Extinguishing System Inspections and Services for Facilities Maintenance Department (Contract No. 23-P00087/FH; Amount: \$160,800.00)
10. [12153](#) Utilization of Sourcewell Contract With Rain Drop Products, LLC, for Purchase of Splash Park Equipment at Anderson Snow Park (Contract No. 23-P000012F; Amount: \$450,580.33)

**K. ECONOMIC DEVELOPMENT DIRECTOR VALERIE PIANTA**

- [12220](#) Acceptance of Hold Harmless and Indemnification Agreement With Cabot Citrus OPCO, LLC, for Cabot Citrus Farms

**L. INTERIM PUBLIC WORKS DIRECTOR TODD CROSBY**

- [12068](#) Local Agency Program Agreement With State Department of Transportation for Construction and Construction Engineering Inspection Activities of West Landover Boulevard Sidewalk Project From Northcliffe Boulevard to Elgin Boulevard and Associated Resolutions

**M. PUBLIC HEARINGS**

- \* Entry of Proof of Publication into the Record
- \* Poll Commissioners for Ex Parte Communications
- \* Administer Oath to All Persons Intending to Speak
- \* Adoption of Agenda Backup Materials into Evidence

**BOARD SITTING IN ITS QUASI-JUDICIAL CAPACITY**

**STANDARD****PLANNING ADMINISTRATOR MICHELLE MILLER**

1. [12128](#) Rezoning Petition Submitted by Aaron Tam on Behalf of Fanta Land Corp (H2272)
2. [12129](#) Rezoning Petition Submitted by Barbara Van Winkle, Trustee of The Sunflower Land Trust U/T/D 8/15/2022 (H2286)

**ZONING MANAGER JENNIFER SOCH**

3. [12118](#) Petition Submitted by Mark Scott King to Vacate Utility and Drainage Easements Located in Royal Highlands

**N. BOARD OF COUNTY COMMISSIONERS**

1. Commissioner Brian Hawkins
2. Commissioner Jerry Campbell
3. Commissioner Steve Champion
4. Commissioner Beth Narverud
5. Chairman John Allocco
6. County Attorney Jon Jouben
7. Interim Deputy County Administrator Scott Herring
8. County Administrator Jeffrey Rogers

**O. ADJOURNMENT**



## Board of County Commissioners

### AGENDA ITEM

Meeting: 05/09/2023  
Department: Finance  
Prepared By: Katherine Tomczyk  
Initiator: Joshua Stringfellow  
DOC ID: 12156  
Legal Request Number:  
Bid/Contract Number:

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#### TITLE

Unaudited Quarterly Financial Report for Quarter Ended March 31, 2023

#### BRIEF OVERVIEW

The attached report is a summary of un-audited financial information from selected items cumulative through the second quarter ending March 31, 2023, of the fiscal year. Please note that this report does not include adjustments which are only recorded at year end in accordance with generally accepted accounting principles as determined by the Government Accounting Standards Board.

#### FINANCIAL IMPACT

NA

#### LEGAL NOTE

NA

#### RECOMMENDATION

For information purposes only, no action is required by the Board.

#### REVIEW PROCESS

Josh Stringfellow	Approved	04/18/2023 8:23 AM
Douglas Chorvat	Approved	04/24/2023 12:42 PM
Toni Brady	Approved	04/25/2023 10:49 AM
Pamela Hare	Approved	04/25/2023 1:03 PM
Heidi Kurppe	Approved	04/25/2023 3:14 PM
Scott Herring	Approved	04/25/2023 8:39 PM
Jeffrey Rogers	Approved	04/30/2023 8:36 PM
Colleen Conko	Approved	05/01/2023 10:12 AM



# Hernando County Board of County Commissioners

## Quarterly Financial Report

Through the Second Quarter of Fiscal Year Ending 9/30/2023

March 31, 2023

Prepared by: Clerk of Court and Comptroller, Department of Financial Services

HISTORIC COURTHOUSE  
HERNANDO COUNTY

Prepared on Cash Basis

General Fund Revenue										
(Excludes Grants & Any Associated Budgets)										
10/1/2022 - 9/30/2023 (50% of the Fiscal Year)										
	2023				2022				Variance - Actual	
	Fiscal Year Revenue				Fiscal Year Revenue				FY 2023	
	Annual Budget	YTD Actual	Actual Over (Under) Budget	Actual % of Annual Budget	Annual Budget	YTD Actual	Actual Over (Under) Budget	Actual % of Annual Budget	Over (Under) FY 2022	% of Change
<b>Operating Revenue:</b>										
Taxes	\$ 86,350,667	79,332,675	\$ (7,017,992)	92%	\$ 77,474,669	71,952,561	\$ (5,522,108)	93%	\$ 7,380,114	10% (1)
Permits, Licenses, Fees	526,151	220,693	(305,458)	42%	505,843	272,023	(233,820)	54%	(51,330)	(19%)
Intergovernmental Revenue	17,744,537	9,198,010	(8,546,527)	52%	16,887,063	8,561,280	(8,325,783)	51%	636,730	7% (2)
Charges for Services	11,462,225	2,073,012	(9,389,213)	18%	10,270,233	6,496,609	(3,773,624)	63%	(4,423,597)	(68%) (3)
Court-Related	121,500	70,183	(51,317)	58%	116,350	63,755	(52,595)	55%	6,428	10%
Investment Earnings	3,809	501,872	498,063	13176%	217,125	163,232	(53,893)	75%	338,640	207%
Miscellaneous	1,096,741	861,932	(234,809)	79%	1,088,828	1,055,648	(33,180)	97%	(193,716)	(18%)
<b>Total Operating Revenue</b>	<b>\$ 117,305,630</b>	<b>\$ 92,258,377</b>	<b>\$ (25,047,253)</b>	<b>79%</b>	<b>\$ 106,560,111</b>	<b>\$ 88,565,108</b>	<b>\$ (17,995,003)</b>	<b>83%</b>	<b>\$ 3,693,269</b>	<b>4%</b>
<b>Other Sources:</b>										
Transfers from Other Funds	414,247	106,783	(307,464)		412,111	98,376	(313,735)		8,407	
Proceeds from LOC	-	-	-		10,000,000	-	(10,000,000.00)		-	
Excess Fees-Const. Officers	1,860,000	-	(1,860,000)		1,460,000	-	(1,460,000.00)		-	
Encumbrances	11,272,463	-	(11,272,463)		11,180,622	-	(11,180,622)		-	
Balance Brought Forward	53,588,755	-	(53,588,755)		53,664,597	-	(53,664,597)		-	
<b>Total Other Sources</b>	<b>\$ 67,135,465</b>	<b>\$ 106,783</b>	<b>\$ (67,028,682)</b>		<b>\$ 76,717,330</b>	<b>\$ 98,376</b>	<b>\$ (76,618,954)</b>		<b>\$ 8,407</b>	
<b>Total Operating Revenue and Other Sources</b>	<b>\$ 184,441,095</b>	<b>\$ 92,365,160</b>	<b>\$ (92,075,935)</b>		<b>\$ 183,277,441</b>	<b>\$ 88,663,484</b>	<b>\$ (94,613,957)</b>		<b>\$ 3,701,676</b>	

NOTE: Negative Interest Earnings reflect unrealized book only entries. Interfund payments are still being processed at time of publishing. Variance between Budgeted Revenues and Budgeted Expenditures is due to adjustments between grant and non-grant related accounts. Encumbrances and Balance Brought Forward are budgetary only, and will therefore not reflect a variance between years.

- (1) Tax revenue increased due to the increase in property values compared to last year, offset by a decrease in the General Fund's millage rate to a current rate of 6.9912 from 7.4412.
- (2) Half cent sales tax revenue increased compared to prior year overall. This revenue varies based upon the volume of consumer spending. In addition, monthly state revenue sharing increased compared to prior year.
- (3) In fiscal year 2022, annual cost allocation was recorded in the first quarter. Annual cost allocation for fiscal year 2023 will be recorded in third quarter.

General Fund Expenditures by Department (Excludes Grants & Any Associated Budgets) 10/1/2022 - 9/30/2023 (50% of the Fiscal Year)											
	2023				2022				Variance - Actual		
	Fiscal Year Expenditures				Fiscal Year Expenditures						
	Annual Budget	YTD Actual	Actual Over (Under) Budget	Actual % of Annual Budget	Annual Budget	YTD Actual	Actual Over (Under) Budget	Actual % of Annual Budget	FY 2023 Over (Under) FY 2022	% of Change	
<b>Operating Expenditures:</b>											
Board of Co. Comm.	\$ 11,654,827	\$ 2,242,364	\$ (9,412,463)	19%	\$ 15,126,845	\$ 825,516	\$ (14,301,329)	5%	\$ 1,416,848	172%	(a)
County Administration	833,624	342,191	(491,433)	41%	767,026	290,133	(476,893)	38%	52,058	18%	
Office of Public Information	251,831	130,319	(121,512)	52%	283,910	160,980	(122,930)	57%	(30,661)	(19%)	
Office of Mgmt & Budget	770,936	278,745	(492,191)	36%	650,280	262,700	(387,580)	40%	16,045	6%	
County Attorney's Office	968,837	431,216	(537,621)	45%	996,470	414,438	(582,032)	42%	16,778	4%	
Sensitive Lands	430,994	71,936	(359,058)	17%	375,158	112,791	(262,367)	30%	(40,855)	(36%)	
Human Resources	788,456	241,196	(547,260)	31%	474,126	201,170	(272,956)	42%	40,026	20%	
Insurance Costs	1,298,973	1,354,545	55,572	104%	1,485,211	1,177,017	(308,194)	79%	177,528	15%	
Purchasing & Contracts	577,920	290,704	(287,216)	50%	473,652	195,987	(277,665)	41%	94,717	48%	
Animal Services	1,437,872	665,010	(772,862)	46%	1,165,699	511,004	(654,695)	44%	154,006	30%	
Aquatic Services	382,680	38,819	(343,861)	10%	912,451	30,344	(882,107)	3%	8,475	28%	
Code Enforcement	1,239,477	468,041	(771,436)	38%	1,008,907	399,098	(609,809)	40%	68,943	17%	
Economic Incentive	2,433,705	330,666	(2,103,039)	14%	12,604,413	-	(12,604,413)	0%	330,666	100%	
Facilities Maintenance	7,380,955	2,074,487	(5,306,468)	28%	5,890,433	1,797,497	(4,092,936)	31%	276,990	15%	
Chinsegut Hill Facilities	866,857	110,402	(756,455)	13%	349,204	65,729	(283,475)	19%	44,673	68%	
Space Needs	289,660	273,118	(16,542)	0%	1,563,224	31,664	(1,531,560)	0%	241,454	763%	
Airport/Ind Park Transfer	72,555	5,929	(66,626)	8%	72,555	-	(72,555)	0%	5,929	0%	
Planning	993,465	522,015	(471,450)	53%	1,297,604	806,914	(490,690)	62%	(284,899)	(35%)	
Business Development	375,188	198,945	(176,243)	53%	290,710	159,461	(131,249)	55%	39,484	25%	
Veteran's Services	197,589	92,314	(105,275)	47%	197,700	86,730	(110,970)	44%	5,584	6%	
Jail Contract	350,000	173,162	(176,838)	49%	350,340	73,736	(276,604)	21%	99,426	135%	
Dept of Juvenile Justice	505,000	250,662	(254,338)	50%	425,000	166,905	(258,095)	39%	83,757	50%	
Medical Examiner	519,265	259,632	(259,633)	50%	533,832	266,916	(266,916)	50%	(7,284)	(3%)	
Guardian Ad Litem	6,330	1,357	(4,973)	21%	6,330	1,085	(5,245)	17%	272	25%	
Public Defender-Article V	3,685	662	(3,023)	18%	3,200	675	(2,525)	21%	(13)	(2%)	



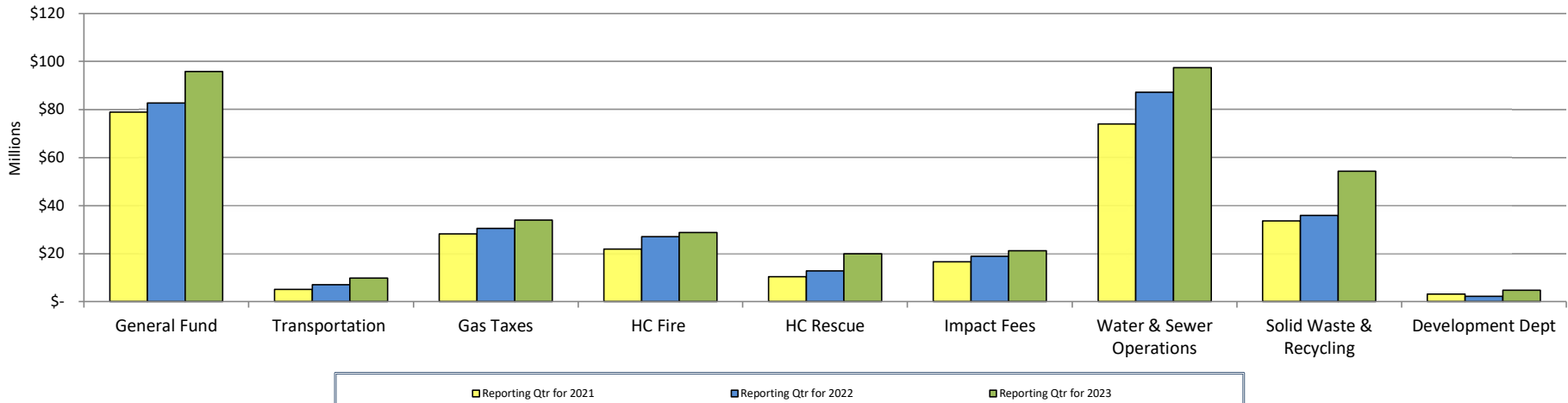
General Fund Expenditures by Department (Excludes Grants & Any Associated Budgets) 10/1/2022 - 9/30/2023 (50% of the Fiscal Year)											
	2023 Fiscal Year Expenditures				2022 Fiscal Year Expenditures				Variance - Actual		
	Annual Budget	YTD Actual	Actual Over (Under) Budget	Actual % of Annual Budget	Annual Budget	YTD Actual	Actual Over (Under) Budget	Actual % of Annual Budget	FY 2023 Over (Under) FY 2022	% of Change	
State Attorney-Article V	\$ 12,336	5,836	\$ (6,500)	47%	\$ 11,846	8,257	(3,589)	70%	\$ (2,421)	(29%)	
State Courts-Article V	31,550	8,250	(23,300)	26%	27,550	10,593	(16,957)	38%	(2,343)	(22%)	
Emergency Management	799,674	268,054	(531,620)	34%	832,605	205,473	(627,132)	25%	62,581	30%	
Aquatic Plant Management	4,800	-	(4,800)	0%	3,100	-	(3,100)	0%	-	0%	
Indigent Care	3,005,739	1,485,781	(1,519,958)	49%	3,046,930	1,478,419	(1,568,511)	49%	7,362	0%	
Contrib-Comp Planning	64,000	64,893	893	101%	62,661	63,500	839	101%	1,393	2%	
Contrib-Cons & Resource	12,778	12,778	-	100%	15,000	14,293	(707)	95%	(1,515)	(11%)	
Contrib-Mental Health	525,200	218,750	(306,450)	42%	525,200	175,000	(350,200)	33%	43,750	25%	
Contrib-Other Human Services	40,200	7,500	(32,700)	19%	36,000	9,300	(26,700)	26%	(1,800)	(19%)	
Welfare Services	39,500	13,437	(26,063)	34%	33,000	15,300	(17,700)	46%	(1,863)	(12%)	
Social Services	390,105	138,058	(252,047)	35%	284,767	126,767	(158,000)	45%	11,291	9%	
Parks and Recreation	6,672,827	1,683,386	(4,989,441)	25%	5,898,171	1,875,276	(4,022,895)	32%	(191,890)	(10%)	
Community Services	-	-	-	0%	138,279	-	(138,279)	0%	-	0%	
Library Services	3,102,346	1,168,068	(1,934,278)	38%	2,856,223	1,358,294	(1,497,929)	48%	(190,226)	(14%)	
Cooperative Extension	447,462	90,975	(356,487)	20%	405,635	58,049	(347,586)	14%	32,926	57%	
Little Rock Cannery	18,408	7,838	(10,570)	43%	24,268	6,908	(17,360)	28%	930	13%	
Zoning	753,860	272,403	(481,457)	36%	607,181	222,325	(384,856)	37%	50,078	23%	
Constitutional Officers	85,922,283	55,582,946	(30,339,337)	65%	78,803,556	45,533,649	(33,269,907)	58%	10,049,297	22%	(b)
<b>Total Operating Expenditures</b>	<b>\$ 136,473,749</b>	<b>71,877,390</b>	<b>\$ (64,596,359)</b>	<b>53%</b>	<b>\$ 140,916,252</b>	<b>\$ 59,199,893</b>	<b>\$ (81,716,359)</b>	<b>42%</b>	<b>\$ 12,677,497</b>	<b>21%</b>	
<b>Other Uses:</b>											
Debt Service/Transfers	3,858,592	3,042,758	(815,834)		3,805,180	3,188,390	(616,790)		145,632		
Reserve for Contingencies	36,545,985	-	(36,545,985)		35,354,018	-	(35,354,018)		-		
Cash to be Brought Forward	7,548,500	-	(7,548,500)		3,164,126	-	(3,164,126)		-		
<b>Total Other Uses</b>	<b>\$ 47,953,077</b>	<b>\$ 3,042,758</b>	<b>\$ (44,910,319)</b>		<b>\$ 42,323,324</b>	<b>\$ 3,188,390</b>	<b>\$ (39,134,934)</b>		<b>\$ 145,632</b>		
<b>Total Operating Expenditures and Other Uses</b>	<b>\$ 184,426,826</b>	<b>\$ 74,920,148</b>	<b>\$ (109,506,678)</b>		<b>\$ 183,239,576</b>	<b>\$ 62,388,283</b>	<b>\$ (120,851,293)</b>		<b>\$ 12,823,129</b>		

(a) In quarter two of fiscal year 2023, \$1.6 million was spent toward the P25 infrastructure equipment factory staging and tower modifications related to the County's new radio system.

(b) Distribution of funds to Constitutional Officers is in accordance with fiscal year 2023 budget and Florida Statutes.

## Pooled Cash and Investments of Select Funds

Three Year Comparison  
Balance at March 31, 2023



Note: General Fund cash includes CARES Act funds, which is not included in the Revenue or Expenditure sections of this report.

## Revenues & Expenditures of Select Funds - Current Fiscal Year

Reported with modified accrual accounting; excludes grants  
10/1/2022 - 9/30/2023 (50% of the Fiscal Year)

	Fiscal Year 2023 REVENUES	Fiscal Year 2023 EXPENDITURES	Net
<b>SELECT FUNDS</b>			
General Fund	\$ 92,365,160	74,920,148	\$ 17,445,012
Transportation Trust	9,580,906	4,066,612	5,514,294
Gas Taxes	6,059,469	3,527,515	2,531,954
HC Fire Rescue - Fire	29,753,680	14,996,564	14,757,116
HC Fire Rescue - Rescue	17,962,569	7,974,002	9,988,567
Impact Fees	2,295,252	866,387	1,428,865
Water & Sewer Operations	25,767,829	23,390,825	2,377,004
Solid Waste & Recycling	8,569,496	4,990,333	3,579,163
Development Department	2,593,538	1,896,883	696,655



## AGENDA ITEM

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### TITLE

Request by Sheriff's Office to Apply for FY 2023 US Department of Justice Office of Community Oriented Policing Services for School Violence Prevention Program

### BRIEF OVERVIEW

The Office of Community Oriented Policing Services (COPS Office) has announced the Fiscal Year 2023 School Violence Prevention Program (SVPP) application funding period. This program furthers the COPS Office's goal to improve security at schools and on school grounds through the implementation of evidence-based school safety programs and technology.

The Hernando County Sheriff's Office is asking for approval to submit an application for the funding of virtual reality training equipment to be utilized for use of force drills, active shooter drills, and de-escalation training. The Hernando County Sheriff's Office will be applying for \$100,000. The local match required is 25%.

The application is still in the early stages of writing at this time. Due to the application deadline of May 17, 2023, we are requesting the Board of County Commissioners authorize the Sheriff's Office to submit the application for funding. If this grant is awarded, documentation will be presented to the Board for acceptance.

### FINANCIAL IMPACT

No financial impact at this time. If awarded the grant, there will be an increase in revenue to the grant department. The required local match of 25% will be covered by the Sheriff's Office.

### LEGAL NOTE

The Board may take the recommended action pursuant to Chapter 125, Florida Statutes.

### RECOMMENDATION

It is recommended that the Board approve and authorize Hernando County Sheriff Accounting Specialist, Jacob Lynch, to submit the grant application via JustGrants on behalf of the Board of County Commissioners. If the grant is awarded, documentation will be presented to the Board for acceptance.

### REVIEW PROCESS

Al Nienhuis	Approved	04/18/2023 4:15 PM
Helen Gornes	Approved	04/20/2023 11:14 AM
Toni Brady	Approved	04/25/2023 10:50 AM
Pamela Hare	Approved	04/25/2023 1:11 PM
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U.S. Department of Justice  
Office of Community Oriented Policing Services



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FY 2023 COPS School Violence Prevention Program

Assistance Listing Number #	16.710
Grants.gov Opportunity Number:	O-COPS-2023-171588
Solicitation Release Date:	March 15, 2023 3:00 PM ET
Application Grants.gov Deadline:	May 10, 2023 4:59 PM ET
Application JustGrants Deadline:	May 17, 2023 4:59 PM ET

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## Overview

The U.S. Department of Justice, Office of Community Oriented Policing Services (COPS Office, <https://cops.usdoj.gov>) announces a competitive solicitation for applications for the COPS Office FY 2023 School Violence Prevention Program (SVPP). The goal of this program is to improve security at schools and on school grounds through the implementation of evidence-based school safety programs and technology.

The COPS Office welcomes applications under which two or more entities would carry out the federal award; however, only one entity may be the applicant. Any other entities carrying out the federal award must be identified as proposed subrecipients. The applicant must be the entity that would have primary responsibility for carrying out the awards, including administering the funding and managing the entire project. The terms and conditions of the federal award are also applicable to subrecipients.

All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law.

## Eligible Applicants:

City or township governments, County governments, Independent school districts, Native American tribal governments (Federally recognized), State governments, Unrestricted (open to any type of entity above), subject to any clarification in text field entitled as Additional Information on Eligibility, Other

## Other

States, units of local government, Indian tribes, and their public agencies are eligible to apply. See additional eligibility details under the Eligibility section of this solicitation.

To advance Executive Order 13929 Safe Policing for Safe Communities, as of October 28, 2020, the Attorney General determined that all state, local, and university or college law enforcement agencies must be certified by an approved independent credentialing body or have started the certification process to be allocated FY 2023 DOJ discretionary grant funding, either as a recipient or a subrecipient. For detailed information on this new certification requirement, please visit <https://cops.usdoj.gov/SafePolicingEO>.

## Contact Information

Applications must be submitted through both Grants.gov and the JustGrants system.

For technical assistance with submitting the SF-424, please call the Grants.gov customer service hotline at 800-518-4726, send questions via email to [support@Grants.gov](mailto:support@Grants.gov), or consult the [Grants.gov Organization Applicant User Guide](#). The Grants.gov Support Hotline operates 24 hours a day, 7 days a week, except on federal holidays.

For technical support with the Justice Grants System (JustGrants) application, please contact JustGrants Support at [JustGrants.Support@usdoj.gov](mailto:JustGrants.Support@usdoj.gov) or 833-872-5175. JustGrants Support operates Monday through Friday between the hours of 5:00 a.m. and 9:00 p.m. Eastern Time (ET) and Saturday, Sunday, and federal holidays from 9:00 a.m. to 5:00 p.m. ET. Training on JustGrants can also be found at <https://justicegrants.usdoj.gov/training-resources>.

For programmatic assistance with the requirements of this program, please call the COPS Office Response Center at 800-421-6770 or send questions via email to [AskCopsRC@usdoj.gov](mailto:AskCopsRC@usdoj.gov). The COPS Office Response Center operates Monday through Friday, 9:00 a.m. to 5:00 p.m. ET, except on federal holidays.

## Submission Information

**Registration:** To submit an application, all applicants must obtain a Unique Entity Identifier (UEI) number and register online with the System for Award Management (SAM) and Grants.gov.

**Submission:** Completing an application is a two-step process:

Applicants are first required to register via <https://www.grants.gov>, complete the SF-424 form and the SF-LLL, and submit it through the [Grants.gov website](#).

Once the SF-424 and SF-LLL have been submitted via Grants.gov, the applicant will complete the full application including survey questions in JustGrants.

An application is not considered submitted until both of these steps are completed. For more information about registration and submission, see the “[How to Apply](#)” section of this solicitation.

All guidance and the complete application package for this program is contained in this Solicitation and can also be found at <https://cops.usdoj.gov/>. In addition to this Solicitation, the COPS Office “[How to Apply](#)” web page provides additional resources to help guide applicants through the process.

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## Program Description

The Office of Community Oriented Policing Services (COPS Office) is the component of the U.S. Department of Justice responsible for advancing the practice of community policing by the nation's state, local, territorial, and tribal law enforcement agencies through information and grant resources. The COPS Office has been appropriated more than \$20 billion to advance community policing, including grants awarded to more than 13,000 state, local and tribal law enforcement agencies to fund the hiring and redeployment of more than 136,000 officers. COPS Office information resources, covering a wide range of community policing topics such as school and campus safety, violent crime, and officer safety and wellness, can be downloaded via the COPS Office's home page, [www.cops.usdoj.gov](http://www.cops.usdoj.gov).

## Statutory Authority

This program is authorized under the Students, Teachers, and Officers Preventing (STOP) School Violence Act of 2018 (34 U.S.C. § 10551 et seq.).

The COPS Office School Violence Prevention Program (SVPP) provides funding directly to states, units of local government, Indian tribes, and their public agencies to improve security at schools and on school grounds in the recipient's jurisdiction through evidence-based school safety programs. Pursuant to 34 U.S.C. § 10551(b)(5)–(9), SVPP funding is authorized and available under the following purpose areas:

- "Coordination with local law enforcement"
- "Training for local law enforcement officers to prevent student violence against others and self"
- "Placement and use of metal detectors, locks, lighting, and other deterrent measures"
- "Acquisition and installation of technology for expedited notification of local law enforcement during an emergency"
- "Any other measure that, in the determination of the COPS Office Director, may provide a significant improvement in security"

## Program-Specific Information

The goal of the School Violence Prevention Program (SVPP) is to improve security at schools and on school grounds through the implementation of evidence-based school safety programs and technology. SVPP awards will contribute to this goal by funding projects which include funding of civilian personnel to serve as coordinators with local law enforcement, training for local law enforcement officers, purchase and installation of certain allowable equipment and technology, and other measures to significantly improve school security. Anticipated outcomes of SVPP awards include: improved information sharing with local law enforcement; increased interaction and improved communications between law enforcement and school officials; reduced notification times to law enforcement; improved response time to threats and events; accurate identification of danger and follow-up; increased knowledge of and use of community policing principles; and increased school safety and sustainability planning efforts. All of these outcomes should be achieved without resorting to discriminatory stereotypes or violating privacy. For the purposes of this program, a school is defined as an elementary or secondary school, including a Bureau-funded school (as defined in section 2021 of title 25).

As a condition of funding, if awarded, recipients must conduct comprehensive school safety assessments during the grant award period for all schools involved in the project. These assessments must inform the measures necessary to improve school safety and ensure a safe and positive learning environment for students free of discrimination and protective of student privacy. See Federal Award Administration Section for more information.

This is a competitive, discretionary program.

Applicants must ensure that the project being proposed meets the purposes of COPS Office funding under this statute (see Statutory Authority). The Bureau of Justice Assistance (BJA) and the Office of Juvenile Justice and Delinquency Program (OJJDP) also provide grants under STOP Act funding. Those programs fund different purpose areas and project types from COPS funding. **Applicants may submit applications for both COPS Office and BJA or OJJDP funding, but the applications cannot be duplicates – the proposals must fund distinct projects and different items and must be responsive to the solicitation being applied to.**

Applicants may not submit more than one application to the COPS Office; only one application for COPS Office funding will be reviewed for each applicant.

The following school safety measures are considered out of scope for the COPS SVPP program, but may be eligible for funding under the BJA STOP School Violence program solicitation, <https://bja.ojp.gov/program/stop-school-violence-program/overview>, or the OJJDP FY 2023 Enhancing School Capacity to Address Youth Violence solicitation, <https://ojjdp.ojp.gov/>.

- Train school personnel and educate students on preventing student violence against others and themselves. Develop and operate technology solutions, such as anonymous reporting systems for threats of school violence, including mobile telephone applications, hotlines, and internet websites.
- Develop and operate:
  - School threat assessment and intervention teams that may include coordination with law enforcement agencies and school personnel
  - Specialized training for school officials in responding to mental health crises
- Support any other measure that, in the determination of the BJA Director, may provide a significant improvement in training, threat assessments and reporting, and violence prevention.

The COPS Office is committed to advancing work that promotes civil rights and racial equity, increases access to justice, supports crime victims and individuals impacted by the justice system, strengthens community safety and protects the public from crime and evolving threats, and builds trust between law enforcement and the community.

## Background Information

The most effective school safety interventions incorporate the following measures into broader school safety planning and assessment efforts, focus on improving the overall school environments to create a positive learning climate for all students, and are designed to meet the unique needs and challenges of each school and jurisdiction. Improving school security should involve the entire school community, including input from students, parents, teachers, administrators as well as local law enforcement. When undertaking comprehensive school safety and security approaches, applicants should prioritize implementing school safety measures that help to promote a positive school climate that does not detract from the mission of the school to educate students or negatively impact the health and wellbeing of students.

Applicants should also be mindful of the need to protect student privacy and safeguard their civil rights and the potential for some security measures to cause or exacerbate trauma for some students and should use a trauma-informed approach when implementing security measures to help mitigate this concern. Many resources are available resources to assist schools in this strategic planning process.

Comprehensive school safety planning should include the following:

- **Maintaining effective ongoing communication, coordination, and partnerships** with all of those involved in school safety efforts within a jurisdiction to ensure accountability and monitor both effectiveness and compliance with all applicable requirements, including privacy and civil rights laws.
- **Site and risk assessments** that examine the overall safety, accessibility and emergency preparedness of school buildings and grounds and improve jurisdictions' understanding of the likelihood of specific threats or hazards. For assistance, see
  - REMS Site Assess App, an application developed by the REMS TA Center to assist agencies in conducting site assessments, which can be found at online app stores. <https://rems.ed.gov/SITEASSESS.aspx>;
  - Educational Facilities Vulnerability/Hazard Assessment Checklist, [https://rems.ed.gov/Docs/ACEF\\_ED\\_Facilitiesvulnerability-Hazardchecklist.Pdf](https://rems.ed.gov/Docs/ACEF_ED_Facilitiesvulnerability-Hazardchecklist.Pdf);
  - A Guide to School Vulnerability Assessments: Key Principles for Safe Schools, <https://files.eric.ed.gov/fulltext/ED515952.pdf>.
- **Coordinated emergency operations plans** that are developed in partnership with first responders (law enforcement, fire officials, and emergency medical services personnel), mental health entities, and community partners. For assistance see Guide for Developing High-Quality School Emergency Operations Plans, <https://rems.ed.gov/docs/remsk-12guide508.pdf>.
- Specific efforts, programs and policies designed to ensure **positive school climates** including the physical, social, and emotional elements that this entails. For assistance, see Department of Education School Climate Surveys (EDSCLS) <https://safesupportivelearning.ed.gov/edscls>.
- **Routine training and drills** to ensure that plans are coordinated and effectively implemented. For assistance, see FEMA Toolkit Conducting Exercises and Drills, <https://training.fema.gov/programs/emischool/el361toolkit/conductingexercisedrills.htm>.
- **Regular updating and review** of planning efforts.

- In addition, according to a 2016 National Institute of Justice report funded as part of the Comprehensive School Safety Initiative (Johns Hopkins University Applied Physics Laboratory, A **Comprehensive Report on School Safety Technology** (Washington, DC: National Institute of Justice, 2016), <https://www.ncjrs.gov/pdffiles1/nij/grants/250274.pdf>), jurisdictions should consider the following items before acquiring and deploying school safety technology:
  - A positive school climate is paramount for learning; technology should not create a punitive or prison-like atmosphere, rely on discriminatory stereotypes or violate student privacy, or generate additional fears or traumatize students who may already be living in an unsafe environment.
  - Technology cannot compensate for inherent building design weaknesses.
  - Without training, technology can prove ineffective.
  - Without the appropriate culture, technology can be circumvented.
  - Technology may evolve rapidly (and so does the software that may accompany it); consideration must be given to replacement, maintenance, and repair costs.
  - Long-term support for the technology is a key factor.
  - Technology selection should focus on addressing a specified problem.

## Additional Resources

Below are additional documents developed through the Comprehensive School Safety Initiative which may be helpful in development of the application:

**Schoolsafety.gov** The U.S. Department of Homeland Security (DHS), U.S. Department of Education (ED), U.S. Department of Justice (DOJ), and the U.S. Department of Health and Human Services (HHS) created SchoolSafety.gov to share actionable recommendations to keep school communities safe. SchoolSafety.gov aims to help schools prevent, protect, mitigate, respond to, and recover from emergency situations

**The Readiness and Emergency Management (REMS) Technical Assistance Center** Provides excellent interactive tools and other resources to help school planning teams and community partners develop and implement emergency operations plans. [www.rems.ed.gov](http://www.rems.ed.gov)

**FEMA Multihazard Emergency Planning for Schools Toolkit** Provides a wide variety of resources to assist schools in planning and assessments. <https://training.fema.gov/programs/emischool/el361toolkit/start.htm>

**National Center for School Safety** NCSS is a BJA STOP Program National Training and Technical Assistance provider and is a multidisciplinary, multi-institutional center focused on improving school safety and preventing school violence. [www.nc2s.org](http://www.nc2s.org)

**The Role of Technology in Improving K–12 School Safety (RAND Corporation)** Provides a synthesis of expert opinions and a review of the literature regarding school safety technology. [https://www.rand.org/content/dam/rand/pubs/research\\_reports/RR1400/RR1488/RAND\\_RR1488.pdf](https://www.rand.org/content/dam/rand/pubs/research_reports/RR1400/RR1488/RAND_RR1488.pdf)

**A Comprehensive Report on School Safety Technology (Johns Hopkins University Applied Physics Laboratory)** Provides a comprehensive summary of what is currently known regarding the effectiveness of school safety technologies. <https://www.ncjrs.gov/pdffiles1/nij/grants/250274.pdf>

**DOJ Office of Juvenile Justice and Delinquency Prevention's (OJJDP's) Model Programs Guide** Contains information about evidence-based juvenile justice and youth prevention, intervention, and reentry programs. It is a resource for practitioners and communities about what works, what is promising, and what does not work in juvenile justice, delinquency prevention, and child protection and safety. <https://ojjdp.ojp.gov/model-programs-guide/home>

**Department of Education's What Works Clearinghouse: Behavior** Highlights effective and model practices surrounding behavior in schools. <https://ies.ed.gov/ncee/wwc/FWW/Results?filters=,Behavior>

**Federal Resources on Bullying Response and Prevention** Provides research and resources on bullying and cyber bullying; includes tools for schools, families, and communities. <https://www.stopbullying.gov>

**School Resource Officer Guiding Principles: [Supporting Safe Schools](#)**

## Federal Award Information

### Awards, Amounts and Durations

### Anticipated Number of Awards

235

## Anticipated Maximum Dollar Amount of Awards

\$500,000

## Period of Performance Start Date

10/1/23

## Period of Performance Duration (Months)

36

## Anticipated Total Amount to be Awarded Under Solicitation

\$73,000,000,000

## Federal Award Information

All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. This solicitation is expected to be very competitive. The COPS Office may elect to fund applications submitted under this solicitation in future fiscal years, dependent on, among other considerations, the merit of the applications and on the availability of funding.

## Award Period and Amounts

The COPS Office anticipates making approximately 235 SVPP awards to successful applicants, totaling approximately \$73,000,000 million.

FY 2023 funding will cover up to 75 percent of approved projects, up to a maximum federal share of \$500,000. See information below on required local match (cost share) of at least 25 percent.

The period of performance of SVPP awards will be three years (36 months) for the implementation of projects funded under this program.

Approximately \$1 million of the available funding will be reserved for microgrants for school districts, including rural, tribal, and low-resourced schools. Microgrant award requests must be for \$100,000 or less, and the 25% local match (cost share) requirement may be waived if fiscal need is demonstrated. Consideration for microgrant funding does not exclude your agency from other SVPP funding.

## Cost Share (local match)

A minimum 25 percent local cash match (cost share) is required unless a waiver is approved. See Budget section below.

## Eligibility Information

### Eligible Applicants

States, units of local government, Indian tribes, and their public agencies are eligible to apply. Applications should demonstrate a comprehensive approach to school safety.

The following entities are eligible to apply under this program:

- States, units of local government, Indian tribes, and their public agencies, including
  - School districts, including public charter schools and school districts with a single school;
  - School boards; and
  - Law enforcement agencies.

The following entities are ineligible to apply as primary applicants:

- Individual schools not operating as school districts;
- Independent schools and private schools, including private charter schools.

### Additional eligibility requirements:

Pursuant to 34 U.S.C. §§ 10552(a)(1)–(2), each application shall be accompanied by an assurance that the application was prepared after consultation with individuals not limited to law enforcement officers (including licensed mental health professionals, social workers, students, parents, school violence researchers/academics (if practical), teachers, principals, and other school personnel) to ensure that the improvements to be funded under the grant are

- consistent with a comprehensive approach to preventing school violence including being protective of student privacy and ensuring that students are not discriminated against on the basis of race, national origin, disability, religion, or sex, and
- individualized to the needs of each school at which those improvements are to be made.

As part of your application, your agency will be required to answer questions directly related to this statutory assurance. Applicants that do not provide this assurance will be deemed ineligible.

## **Application and Submission Information**

### **Content and Form of Application**

The complete application package (this solicitation, including links to additional documents) is available on Grants.gov and on the COPS website <https://cops.usdoj.gov/>.

Completing an application under this program is a two-step process. Applicants must first register via [www.grants.gov](http://www.grants.gov) and complete an SF-424, the government wide standard application form for federal assistance and the SF-LLL Lobbying Disclosure Form. The remainder of the application will be completed through the JustGrants System at <https://justicegrants.usdoj.gov/>.

See “How to Apply” and “Submission Date and Time” below.

Applicants are strongly recommended to register immediately on [www.grants.gov](http://www.grants.gov). Any delays in registering with Grants.gov or submitting the SF-424 may result in insufficient time for processing your application through JustGrants. For technical assistance with submitting the SF-424, please contact the Grants.gov Customer Service Hotline at 800-518-4726, via email at [support@grants.gov](mailto:support@grants.gov), or consult the Grants.gov Applicant User Guide at <https://www.grants.gov/help/html/help/index.htm>.

For any attachments, please use appropriately descriptive file names (e.g., Letter of Support, Memoranda of Understanding).

### **Content and Form of Application**

The application in JustGrants consists of a series of questions, which are summarized below, and a budget worksheet with accompanying narrative justifications. Applicants are encouraged to read through the online application questions in advance to ensure sufficient time to prepare answers to the narrative questions.

- **Program Impact:** Applicants will respond to questions regarding scope of program impact, including the number of schools and students impacted.
- **Need for Improved Security/School Climate:** Applicants will provide information on existing school security infrastructure and planning, and rate of incidents.
- **Need for Federal Assistance:** All applicants are required to explain their inability to address the needs identified in this application without federal assistance. Applicants will answer a series of questions about their service population and about the fiscal health of their area.
- **Proposal Questions:** All applicants are required to respond to these questions to describe their project and detail their proposal for grant funding.

Failure to submit all required documentation at the time of the application may delay processing and/or result in the denial of your application. Unless otherwise noted, each section in the application must be completed in its entirety.

### **Completing the Application for Federal Assistance (SF-424) and Disclosure of Lobbying Activities (SF-LLL) in Grants.gov**

The applicant's SF-424 must be submitted online via [www.grants.gov](http://www.grants.gov) using the information provided on that site.

Note: Intergovernmental Review (SF-424 Question 19): This solicitation is subject to Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs.

Applicants must check the Office of Management and Budget's website for the names and addresses of Single Points of Contact (SPOC) under Intergovernmental Review: <https://www.whitehouse.gov/wp-content/uploads/2020/04/SPOC-4-13-20.pdf>. If the applicant's state appears on the SPOC list, the applicant must contact the state SPOC to find out about, and comply with, the state's process under E.O. 12372. In completing the SF-424, such applicant is to make the appropriate selection in response to question 19 once the applicant has complied with its state E.O. 12372 process. An applicant whose state does not appear on the SPOC list should answer question 19 by selecting the following response: “Program is subject to E.O. 12372 but has not been selected by the state for review.” Disclosure of Lobbying Activities

All applicants must complete and submit the Disclosure of Lobbying Activities (SF-LLL) form in Grants.gov. Applicants that do not expend any funds for lobbying activities should enter “N/A” in the required highlighted fields. Applicants that expend any funds for lobbying activities must provide the information requested on the SF-LLL.

### **Standard Applicant Information**

Applicants must complete this web-based form in JustGrants, which is pre-populated with the SF-424 data submitted in Grants.gov. Applicants are required to confirm the two Authorized Representatives, verify the legal name and address, and enter the ZIP code(s) for the areas affected by the project.

In order for applicant to complete this section, the two Authorized Representatives must have established accounts in JustGrants after the Grants.gov portion of the application is submitted.

The Authorized Representatives are officials who have ultimate and final responsibility for all programmatic and financial decisions regarding this COPS Office application as representatives of your agency, as the legal recipient.

For guidance on who should be assigned as Authorized Representatives, please see below:

**For law enforcement agencies**, COPS Office awards require that both the top law enforcement executive (e.g., chief of police, sheriff, or equivalent) and the top government executive (e.g., mayor, board chairman, or equivalent) sign the application, and (if awarded funding) accept the award package. Both the top law enforcement executive and the top government executive must be assigned the role of Authorized Representative in Just Grants.

**For non-law enforcement agencies** (institutions of higher education, school districts, private organizations, etc.), COPS Office awards require that both the programmatic official (e.g., executive director, chief executive officer, or equivalent) and financial official (e.g., chief financial officer, treasurer, or equivalent) sign the application, and (if awarded funding) accept the award package. These two officials must have the ultimate signatory authority to sign contracts on behalf of your organization. Both the programmatic official and the financial official must be assigned the role of Authorized Representative in Just Grants.

Please note that nonexecutive positions (e.g., clerks, trustees) are not acceptable Authorized Representatives.

## Proposal Abstract

The proposal abstract is entered into a text box in JustGrants. Briefly summarize (in 500 words or less) how your agency intends to use this award, if funded. The abstract should include names of applicant and partners, project title, purpose of the project (including goal and intended outcome), primary activities for which funds are requested, key partners, and who will benefit (including geographic area to be served).

The abstract may be used to keep Congress or other executive branch agencies informed about SVPP projects.

## Data Requested with Application

Applicants will be required to respond to the questions at the end of the solicitation.

Please refer to the steps below to help guide you through initiating, completing, modifying, and obtaining the status of solicitation surveys in the JustGrants system:

1. To initiate a survey, please click on the survey title to open.
2. When you have completed the survey, please click the "Finish" button on the lower right corner of the screen. The system will direct you to a review screen displaying your survey responses.
3. To go back to the main application screen, go to the "Actions" menu at the top right corner of the screen and select "Close" to exit the survey review screen.
4. The survey you just completed will still display an "Open" status. To confirm the completed status of your survey, go back to the "Actions" menu and select "Refresh". The status of your completed survey will change to "Resolved-Completed."
5. If you would like to verify the survey responses of a completed survey, you may click the survey title to reopen the selected survey and view your saved responses.
6. If you would like to change and/or update the survey responses of a completed survey, you may click the "Reopen" option to update your saved responses.

## Part 1: Security Need and Fiscal Need

Applicants will answer a series of questions about their service population, the fiscal health of their area, scope of program impact, including the number of schools and students impacted, and school security issues including rate of incidents

## Part 2: Proposal Narrative Questions

Applicants will be required to submit the proposal narrative in the form of survey narrative questions. To submit your proposal, follow the instructions below to initiate a survey in JustGrants.

Your answers to these questions must clearly demonstrate that the resources requested will be effectively integrated into other comprehensive school safety and climate planning efforts taking place in your jurisdiction, and that any acquired technology will be aligned strategically and protect students' civil and privacy rights.

Below is a summary of the questions. Full text of the questions is found at the end of this solicitation and in the application within JustGrants.

**School Safety Planning Efforts:**

You will describe in detail the current state of your comprehensive school safety planning and assessment efforts, providing a short narrative description of the current status of:

- site and risk assessments;
- emergency operations plans;
- school climate improvement efforts and initiatives;
- threat assessment processes and procedures;
- training and drills; and
- local school safety partnerships. Include information on existing coordination with students/parents/guardians, community members, civilian personnel, and law enforcement that support and enhance the continuum of wraparound services for students.

**Funding Request and Integration questions:**

- You will be asked to explain the intended use of the funds requested in this application, and how the activities funded under the grant will meet the purpose of the SVPP statute, improve school security, and promote a positive learning environment for all students. To the extent possible, highlight the use of evidence-based strategies and programs, compare and/or contrast any prior unsuccessful attempts to improve security measures and explain why the proposed measures have strong likelihood for success. Further explain efforts to avoid criminalizing school conduct that should be handled through the school discipline process. (500 words maximum)
- You will be asked to describe how the specific types of evidence-based school safety interventions that you are seeking funding for will be integrated into your existing comprehensive school safety and climate planning efforts and will fill specific gaps and needs that you have identified through this process. This should clearly link to the budget items included in the web-based budget form submitted in JustGrants. Items must be allowable under the program (see allowable costs in the solicitation), under 2 CFR 200, and must meet the authorized purpose areas under the statute, 34 U.S.C. § 10551 (b)(5)–(9). (500 words maximum)
- You will be asked to describe the goals and objectives that you hope to achieve through the implementation of these resources. Include detailed information on how any measures will contribute to a positive learning environment for all students, including describing the measures you will take to ensure that additional technology or equipment do not contribute to a punitive or prison-like atmosphere in the school(s) or threaten students' civil or privacy rights. (500 words maximum)
- If your proposal seeks to use Community Violence Intervention strategies to address high rates of gun violence, explain how the proposed program will enhance the continuum of wraparound services to students, within the authorized SVPP purpose areas, such as through training of law enforcement.

**Management and Implementation Plan:**

- You will be asked to provide a detailed quarterly timeline with key activities and milestones (500 words maximum)
- You will identify key partnerships or stakeholders who will play a role in the implementation of this award. (125 words maximum)
- You will be asked to explain how you will ensure the effective implementation and oversight of the project. (125 words maximum)
- You will be asked to describe methods for procuring any technology or other resource purchased with grant funds. (125 words maximum)

**Sustainability Plan:**

- You will be asked to describe the plan to sustain these school safety and positive school climate efforts after this award has ceased. Include a discussion of specific actual and potential resources that will be used to ensure the continued implementation of efforts made through this award and if applicable how the equipment and technology will be maintained. (250 words maximum)

**Budget and Associated Documentation**

Applicants must complete the web-based budget worksheet form in JustGrants along with narrative entries to describe each proposed cost. The budget narrative for each cost category must (1) describe each requested or group of similar items requested; and (2) describe how each item is necessary to the implementation of the proposed project. All items will be reviewed on a case-by-case basis to determine reasonableness and allowability in the context of the allowable and unallowable costs of the program's purpose areas.



Applicants are required to disclose whether they have pending applications for federally funded assistance or active federal awards that support the same or similar activities or services for which award funding is being requested under this application. As a general rule, COPS Office award funding may not be used for the same item or service funded through another funding source. However, leveraging multiple funding sources in a complementary manner to implement comprehensive programs or projects is encouraged and is not seen as inappropriate.

To aid the COPS Office in the prevention of awarding potentially duplicative funding, you will need to indicate in the application question survey whether your agency has a pending application and/or an active award with any other federal funding source (e.g., direct federal funding or indirect federal funding through state subawarded federal funds) that supports the same or similar activities or services as being proposed in this COPS Office application. For each potentially duplicative program, you will be asked to provide the name of the federal awarding agency, or state agency for subawarded federal funding, award or application number, program name, award start and end dates, award or requested amount, items requested, and description of how this project differs from the application for COPS office funding.

### **Budget Worksheet and Budget Narrative (Web-based Form)**

Budget requests must not exceed the three-year award period. The COPS Office reserves the right to deny funding for items not considered reasonable, allocable, and allowable, even if not specified on the funding restriction lists below.

The allowable uses of SVPP funds include the following:

- “Acquisition and installation of technology for expedited notification (to law enforcement) during an emergency”
- “Coordination with local law enforcement”
- “Placement and use of metal detectors, locks, lighting, and other deterrent measures”
- “Training for local law enforcement officers to prevent school violence”
- “Any other measure that the COPS Office Director determines may provide a significant improvement in security”

Applicants may request allowable improvements for which they have a demonstrated financial need that support a comprehensive approach to preventing school violence and are individualized to the needs of each impacted school.

Pre-award costs incurred prior to the start date of the period of performance and in anticipation of the award are allowable only to the extent that they would be allowable if incurred after the start date of the Federal award and only with prior written approval of the DOJ awarding agency. Any and all pre-award costs are incurred at the sole risk of an applicant, and will be reimbursed only to the extent that the costs were approved before they were incurred and provided that an award ultimately is made.

All final calculations should be rounded to the nearest whole dollar. Once the budget for your application has been completed, a budget summary page will reflect the total amounts requested in each category, the total project costs, and the federal share and local share amounts.

Recipients may not use COPS Office funding for the same item or service also funded by another U.S. Department of Justice award. See below for a non-exhaustive list of allowable and unallowable costs, as well as guidance for completing each budget category.

All items requested will be considered on a case-by-case basis during the budget review process. Items under the program must be purchased in accordance the requirements set forth by the STOP School Violence Act of 2018 (34 U.S.C. § 10551 et seq.). In addition, each item must programmatically link to the SVPP activities described in your application. To the maximum practicable extent, all equipment and products purchased with these funds must be American-made. All school safety equipment and technology implementation should be compliant with all applicable codes, including the building and life safety codes.

### **Local match (cost share) and waiver**

The COPS Office may waive an applicant’s local match requirement. During the application review process, your agency’s waiver request will be evaluated based on the availability of funding, a demonstration of severe fiscal distress as supported by the fiscal health data provided in this application, and comparison of your fiscal health data with that of the overall SVPP applicant pool. Local match waivers are not guaranteed, and applicants should plan accordingly.

Total federal funding is capped at \$500,000 per award, even if the local match requirement is waived.

Please indicate whether the COPS Office should continue to consider your application if the waiver request is not granted or whether it should be removed from consideration if the waiver is not granted.

Acceptable sources for local cash match (cost share) requirements may include the following:

- Non-federal asset forfeitures funds (subject to approval from the state or local oversight agency)
- Funds from state or local governments that are committed to matching funds for your program
- Funds from federal programs whose statutes specifically authorize their use as matching funds

- Funds contributed by private sources
- Federal funds appropriated to tribal agencies or to the Bureau of Indian affairs performing law enforcement functions on Indian lands may be used as matching funds Matching contributions may be applied at any time during the life of the award, provided that the full matching share is obligated by the end of the award period.

## **Allowable Costs**

### **Personnel:**

#### **Civilian/non-sworn positions**

SVPP-funded personnel must be hired on or after the award start date and must perform a role directly related to the SVPP project (such as project coordinators, project managers, technology managers, emergency management coordinators, or trainers). Salaries should be comparable to industry standards and the type of work being performed, and consistent in amount and percentage with organizational policy.

#### **Fringe benefits: for Civilian/non-sworn positions**

Fringe benefits typically covered the applicant organization, as specified in the personnel and salary policies of that organization or any contractual agreements, and allowable under 2 CFR 200, will be covered. Examples of allowable fringe benefits include Social Security, Medicare, insurance (life, health, dental, etc.), shift differential, retirement plans, and holiday pay.

Severance pay, hazard pay, and training and equipment fringe benefits are not allowed. Certain overtime costs are allowable, see Unallowable Costs, but must be included in the "other" budget category.

#### **Completing civilian base salary and fringe benefits**

If you are not requesting any civilian base salary and fringe benefits, move to the next section. For each civilian personnel request, applicants must complete the web-based form. If the individual will be working more than one year of the project, applicants will have the option to copy a year within the budget form.

The "additional narrative" section should be used to describe the employee's roles, responsibilities, and activities related to the work to be completed on the project. If the salary increases from one budget year to another because of cost-of-living increases, be sure to detail these increases in the budget description. Applicants will need to provide the appropriate percentage for each fringe benefit that the individual is allocated per the employee benefits.

Note, the system will not allow more than 6.2% for Social Security and 1.45% for Medicare.

### **Equipment:**

Equipment is defined as tangible, nonexpendable personal property, including exempt property, having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

Applicants may use its own capitalization policy for classification of equipment and supplies, but only where it is less than the Federal policy threshold of \$5,000. If your organization does not have a capitalization policy in place, you must use the Federal policy amount of \$5,000. See Application Resource Guide for information on the prohibition on purchasing covered telecommunications and video surveillance services or equipment for grants.

All equipment and technology items must be clearly linked to the enhancement or implementation of the SVPP project. Examples of such items may include the following:

- Entry Control Equipment
- Door locking mechanisms/access control doors
- Peepholes for classroom doors
- School site alarm and protection systems—Motion detectors
- Lighting (on school grounds)

### **Technology**

- Communication technology
- Emergency call boxes
- Intercom or public address (PA) system
- Panic and immediate alarm notification systems
- Two-way radios
- Emergency alerts—Automated text messages or email
- Identification technology—ID scanning devices (and accompanying equipment)

- Laptops (directly related to SVPP)
- Maps of schools/bus routes—GIS software
- Printers (directly related to SVPP)
- Security cameras and/or systems (and accompanying equipment)

### **Completing Equipment**

If you are not requesting any equipment or technology, move to the next section. For each equipment request, applicants must complete the web-based form.

The “additional narrative” section should be used to describe the type of equipment with a description and justification explaining why the equipment is necessary for the success of the project.

### **Supplies**

Supplies include any materials that are expended or consumed during the SVPP project. Such costs may include training manuals, paper, printer ink, pens, postage, etc.

### **Completing Supplies**

If you are not requesting any supplies, move to the next section. For each supply request, applicants must complete the web-based form. The cost should be broken down to the lowest form; therefore, if you are requesting \$30 per month for office supplies, the calculation should be 12 x \$30 and not 1 x \$360.

The “additional narrative” section should be used to describe and justify why the supplies are necessary for the success of the project. Provide any additional calculations that make up the base cost.

### **Travel/Training**

Travel/training costs include grant-related travel costs for the recipient to visit other jurisdictions engaged in similar programs or to attend conferences or trainings directly related to the goals of the project. Expenses for transportation, lodging, meals, and incidental expenses (if travel is more than 50 miles from the program location) will be reviewed in accordance with applicable regulations and guidelines as part of the application process. An example of such training would be school violence prevention training for law enforcement officers.

If a recipient does not have a written travel policy, it must adhere to the Federal Travel Regulations (FTR). For information on the FTR and U.S. Government General Service Administration (GSA) per diem rates by geographic area, please visit <https://www.gsa.gov/travel/plan-book/per-diem-rates>. For all applicants (with or without a written travel policy), airfare travel costs must be one of the following: the lowest discount commercial airfare, standard coach airfare, or the Federal Government contract airfare (if authorized and available).

### **Completing Travel**

If you are not requesting any travel, training, or conferences, move to the next section. For each travel request, applicants must complete the web-based form. Each trip should be entered as an individual entry rather than a group of trips.

The “additional narrative” section should be used to describe the purpose of the trip, proposed destination, trip duration by day/night, and list of individuals traveling as well as a detailed cost breakdown for each travel category (lodging, per diem, etc.). The cost breakdown should include

- mode of transportation and proposed fare per trip (airfare, train, etc.) broken down by day;
- mileage allowances if private vehicle will be used
- per diem rates for the destination per day (including full per diem and travel day per diem);
- lodging costs per night;
- transportation fees per day;
- parking fees per day.

### **Contracts/Consultants/Subawards**

Consultant expenses and contracts include goods or services that directly contribute to the implementation or enhancement of the SVPP project. The use of a consultant should be more economical than direct employment. Contractor/consultant costs may include costs to provide one-time training to staff for equipment operation or use and contracting/consulting services that provide such things as needs analysis, installation, and testing.

Compensation for individual consultant services procured under a COPS Office award must be reasonable and allocable in accordance with 2 C.F.R. Part 200, Subpart E—Cost Principles and consistent with that paid for similar services in the marketplace.

Unless otherwise approved by the COPS Office, consultant rates will be based on the salary a consultant receives from his or her primary employer, as applicable, up to \$650 per day. For consultant or contractor rates that exceed \$650 per day, the COPS Office requires written justification, and recipients must receive COPS Office approval of those rates before drawing down award funds. Determinations will be made on a case-by-case basis.

In addition, the awarded entity may use funds to contract or make subawards (for the purposes detailed in this section) to the following:

- Local educational agencies
- Nonprofit organizations (excluding schools)
- Units of local government or tribal organizations

The applicant should distinguish clearly between subawards and contracts in allocating any funds to other entities.

Any recipient of an award will be responsible for monitoring subawards and contracts in accordance with all applicable statutes, regulations, and guidelines. Primary recipients will be responsible for oversight of subrecipient/partner spending and monitoring specific performance measures and outcomes attributable to the use of COPS Office funds.

All sole-source procurements of goods and services (those not awarded competitively) in excess of \$250,000 require prior approval from the COPS Office.

### **Completing Procurement Contracts**

If you are not requesting any procurement contract costs move to the next section. For each procurement contract request, applicants must complete the web-based form.

The “additional narrative” section should be used to describe and justify the product or services to be procured by including the nature and scope of goods purchased, price proposals, and length of contract.

Procurement contract travel requests should follow the same guidance as the “travel” section. Provide any additional calculations that make up the base cost.

### **Other costs**

Items not included in the previous categories but that have a direct correlation to the overall success of a recipient’s project objectives and are necessary for the project to reach full implementation will be considered on a case-by-case basis by the COPS Office.

Other costs may include such items as software and prepaid warranties or maintenance agreements (not to exceed 36 months), overtime costs for civilian personnel engaging in SVPP- related activities (not to exceed 20% of the awarded budget), or other miscellaneous items that have a direct correlation to the overall success of a recipient’s project objectives (such as awareness campaigns) and are necessary for the project to reach full implementation.

- Shipping costs
- School safety assessments
- Fencing, gates, or poles (for lights or cameras)

### **Completing Other Costs**

If you are not requesting any other costs, move to the next section. For each request, applicants must complete the web-based form. The cost should be broken down to the lowest form.

The “additional narrative” section should be used to describe and justify why the item is necessary for the success of the project. Provide any additional calculations that make up the base cost.

### **Unallowable Costs: Requests will not be funded**

The items listed in this section are generally considered unallowable and are rarely approved by the COPS Office. Before including any of these items in your budget and application, please contact the COPS Office at 800-421-6770.

This is not an exhaustive list, and items not listed here will be reviewed on a case-by-case basis. The COPS Office reserves the right to deny funding for items not included on this list. Applicants are expected to request items that show a direct link between the requested item and the applicant’s SVPP project. All requests must contribute directly to the specific purpose of the award project and relate to the parameters stipulated in the STOP School Violence Act of 2018, 34 U.S.C. § 10551(b)(5)–(9).

Indirect Costs will not be funded.

**Personnel**

- Salaries and benefits of sworn officers
- Salaries and benefits of civilian security guards

**Equipment/Technology**

- Ammunition (including training ammunition)
- Armored Vehicles
- Automatic license plate recognition software
- Bayonets
- Biometric technology, including facial recognition technology
- Body armor
- Body wire equipment
- Body-worn cameras
- Bulletproof vests and accessories
- Buses/shuttles/transit vans (purchasing or leasing)
- Camouflage uniforms
- Computer aided dispatch (CAD) systems/records management systems (RMS)
- Electronic control weapons (ECW)
- Explosives
- Firearms (including training firearms)
- General law enforcement vehicles (including patrol cars and leased vehicles)
- Handcuffs and weapons
- Incentives for research and/or participation in program activities
- Manned aircraft
- Mobile data terminals (MDT)
- Radar guns/equipment
- Standard issue police vehicle equipment (including light bars, cages, and siren packages)
- Stun guns or electroshock devices
- Trinkets and other conference takeaways
- Unmanned aerial vehicles (drones)
- Weaponized aircraft, vessels, and vehicles of any kind

**Supplies**

- Conference or event swag, including t-shirts, bags, or mugs
- Entertainment, including amusement, diversion, social activities, and any associated costs (e.g., tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities)
- Extracurricular expenses for youth programs, including t-shirts, meal plans, giveaways, swag bags, and games
- Promotional items and memorabilia, including challenge coins, pins, models, gifts, souvenirs, or recreational supplies (such as Frisbees)
- Trophies, medals, certificates, and other awards

**Travel/Training**

- Bar charges/alcoholic beverages
- Catering
- Entertainment, including amusement, diversion, social activities, and any associated costs (e.g., tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities)
- Firearms training
- Food and beverages at conferences, meetings, or trainings your organization is hosting

- Local travel costs (lodging, meals, per diem, or transportation costs) within a 50-mile radius of the project location, including mileage reimbursement, rental cars, parking fees, or taxi fare for local travel
- Paying for meals other than your own

#### **Contracts/Consultants**

- Any consultant fees in excess of \$650 per day must receive prior written approval from the COPS Office
- Maintenance or service contracts that exceed the life of the award period (multiyear contracts and extended warranties are allowable but must be paid in full within the initial award period and must not exceed 36 months)

#### **Other**

- Advertising and public relations designed solely to promote the recipient
- Construction and renovation costs
- Costs incurred for intramural activities, student publications, student clubs, and other student activities
- Severance pay
- Hazard pay
- Land acquisition including renting, leasing, or construction of buildings or other physical facilities
- Narcan
- Non-holiday premium pay
- Indirect costs
- Maintenance of vehicles
- Vehicle enhancements (such as mounts)
- Standard or dress uniforms or uniform accessories

#### **Non-competitive Justification for Procurements**

See the Application Resource Guide for information on sole source procurements. Upload the request to the application section titled "Non-Competitive Justification for Procurements" if sole source information is available at time of application.

#### **Consultant Rate**

Prior approval is required for consultant or contractor rates that exceed \$650 per day. If known at the time of application, upload justification to the application section titled "Consultant Rate". If not known at the time of applications, note that recipients must request and receive COPS Office approval of those rates before drawing down funds. Determinations will be made on a case-by-case basis.

#### **Memoranda of Understanding (MOUs) and Other Supportive Documents**

As applicable, applicants will attach the any memoranda of understanding or partner agreements in this section.

#### **Letters of Support**

Letters of support are required from major partners and other significant stakeholders when a proposed project involves coordination with another jurisdiction or agency (city, county, law enforcement agency, school district, etc.). Letters of support should confirm major partners or significant stakeholders planned involvement and support of the project. Letters of support should be separate from the proposal narrative. If an applicant submits multiple versions of the same document, the COPS Office will review only the most recent system validated version submitted.

#### **Disclosure and Assurances**

The applicant must review, complete, and submit all disclosures, assurances, and certifications as described below. The full text of the Certifications is available in the Application Resource Guide. An application may not be funded or, if awarded, a hold may be placed on this application if it is deemed that the applicant is not in compliance with federal civil rights laws, is not cooperating with an ongoing federal civil rights investigation, or is not cooperating with a U.S. Department of Justice award review or audit.

#### **Disclosure of Lobbying Activities**

Important – all applicants must complete the SF-LLL Disclosure of Lobbying Activities in Grants.gov prior to beginning the application process in JustGrants. Applicants that do not expend any funds for lobbying activities should enter "N/A" in the required highlighted fields.

## **DOJ Certified Standard Assurances**

Applicants must read and acknowledge the DOJ Certified Standard Assurances in JustGrants. Full text of the Certified Standard Assurances is available in the Application Resource Guide.

## **DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Law Enforcement and Community Policing**

Applicants must read and acknowledge these DOJ certifications in JustGrants. Full text of the DOJ certifications is available in the Application Resource Guide.

## **How to Apply**

Applications must be submitted electronically through JustGrants following the submission of the SF-424 and SF\_LLL via Grants.gov. See Submission Dates and Times below for a list of steps for registering with all required systems and deadlines for completing each step.

## **Unique Entity Identifier and System for Award Management (SAM)**

Federal regulations require that an applicant for federal funding: (1) be registered in SAM before submitting its application; (2) provide a valid unique entity identifier in its application; and (3) continue to maintain an active SAM registration with current information at all times during which it has an active federal award or an application or plan under consideration by a federal awarding agency. The COPS Office may not make an award to an applicant until the applicant has complied with all applicable unique entity identifier and SAM requirements and, if an applicant has not fully complied with these requirements by the time the COPS Office is ready to make an award, then the COPS office may determine that the applicant is not qualified to receive an award. See 2 C.F.R. §§ 25.200, 25.205 and the Award Terms and Conditions for further information.

The Unique Entity ID (SAM) is a 12-character alpha-numeric value and once issued, will not change. Entities that are currently registered in SAM.gov already have a Unique Entity ID (SAM) which can be viewed in SAM.gov.

SAM centralizes information about grant recipients and provides a central location for grant recipients to change organizational information. Grants.gov uses SAM to establish roles and IDs for electronic submission of grant applications.

If the applicant already has an Employer Identification Number (EIN), the SAM registration will take up to two weeks to process. If the applicant does not have an EIN, then the applicant should allow two to five weeks for obtaining an EIN from the Internal Revenue Service. There is no fee associated with these processes. These processes cannot be expedited.

The COPS Office strongly discourages applicants from paying a third party to apply or register on their behalf in an attempt to expedite these processes.

To ensure all applicants are able to apply by the deadline for this solicitation, applicants must have registered online with the SAM and with Grants.gov well in advance of the JustGrants deadline.

## **Submission Dates and Time**

All completed applications must be submitted by the deadline.

The completed SF-424 and SF-LLL must be submitted in Grants.gov by May 10, 2023 and applications in JustGrants by May 17, 2023.

After applicants register with SAM, or confirm their active registration in SAM they can begin the Grants.gov registration process. The applying organization must complete the Grants.gov registration process prior to beginning an application for a federal grant. The E- Business Point of Contact (E-Biz POC) must register the applicant organization with Grants.gov. The E-Biz POC oversees the applicant's Grants.gov transactions and assigns the Authorized Representative. The Authorized Organization Representative (AOR) submits the application to Grants.gov and must also register with Grants.gov. In some cases, the E-Biz POC is also the AOR for the applicant. Complete instructions can be found at [www.Grants.gov](http://www.Grants.gov).

In JustGrants, each applying entity will have an assigned Entity Administrator who is responsible for managing entity-level information and assigning roles in the system. The Entity Administrator is also the E-Biz POC designated in SAM.gov. For more information on registering with JustGrants, see <https://justicegrants.usdoj.gov/>.

It is the applicant's responsibility to ensure that the application is complete and submitted by the deadline. Failure to meet the submission deadline will result in an application not being considered for funding. Applicants should refer to the list below to ensure that all required steps and deadlines are met.



## Applicant Actions with Required Dates/Deadline

1. Register with SAM or confirm applicant's active registration with SAM Access the SAM online registration through the SAM homepage at <https://www.sam.gov/SAM> and follow the online instructions for new SAM users. If the applicant already has the necessary information on hand, the online registration takes approximately 30 minutes to complete, depending upon the size and complexity of the business or organization. Organizations must update or renew their SAM registration at least once a year to maintain an active status.
2. Register with Grants.gov. Once the SAM registration is active, the applicant will be able to complete the Grants.gov registration.
3. Download the updated version of Adobe Acrobat before the Grants.gov deadline. Applicants are responsible for ensuring that the most up-to-date version of Adobe Acrobat is installed on all computers that may be used to download the solicitation and to submit the SF-424 and SF-LLL on Grants.gov. To verify that the Adobe software version is compatible with Grants.gov, please visit the following link: <http://www.grants.gov/web/grants/applicants/adobe-software-compatibility.html>.
4. Begin application submission process in Grants.gov as early as possible, but no later than 24-48 hours prior to the Grants.gov deadline. Applicants may find this funding opportunity on Grants.gov by using the assistance listing number, Grants.gov opportunity number, or the title of this solicitation, all of which can be found on the cover page. Applicants will submit two forms in Grants.gov (SF-424 and SF-LLL).
5. The Grants.gov Workspace Status will change from "In Progress" to "Submitted" once the SF-424 and SF-LLL have been successfully submitted in Grants.gov. Within 48 hours after submitting the SF-424 in Grants.gov, the applicant should receive four (4) notifications from Grants.gov (i.e., submission receipt, validation receipt, grantor agency retrieval receipt, and agency tracking number assignment). (Note: It is possible to first receive a message indicating that the application is received, and then receive a rejection notice a few minutes or hours later.)
6. Within 24 hours AFTER receiving a confirmation email from Grants.gov, the Application Submitter will receive an email from JustGrants with instructions to complete the rest of the application in JustGrants. If the applicant is a new user in JustGrants, the email will include instructions on registering with JustGrants.
7. Upon receipt of this email, register with JustGrants (if necessary), invite additional users including Authorized Representatives, and begin to develop the application. Some of the application components will be entered directly into JustGrants, and others will require uploading attached documents. Therefore, applicants will need to allow ample time before the JustGrants deadline to prepare each component and to submit the complete application package at least 24-48 hours prior to the deadline. Applicants may save their progress in the system and revise the application as needed prior to hitting the Submit button at the end of the application in JustGrants.
8. IMPORTANT: In addition to the Application Submitter, the Entity Administrator and the two Authorized Representatives should be standing by to assist with application submission. The Entity Administrator will create accounts in JustGrants for the two Authorized Representatives, who must log in to JustGrants to review the application prior to submission.
9. Confirm application receipt: Applicants should closely monitor their email and JustGrants accounts for any notifications from Grants.gov or JustGrants about a possible failed submission. The user who is authorized to submit applications on behalf of the organization is the one who will receive these notifications. The COPS Office does not send out these notifications, nor does the COPS Office receive a copy of these notifications. It is the applicant's responsibility to notify the COPS Office of any problems with the application submission process. Submitting the application components at least 48 hours prior to the deadline will enable the applicant to receive notice of a failed submission and provide an opportunity to correct the error before the applicable deadline.

Late Submissions: The COPS Office will review on a case-by-case basis requests for late submission due to unforeseen technical issues or extraordinary events such as extreme weather emergencies or mass casualty events. Requests for an extension of the Grants.gov deadline must be received prior to the close of the solicitation in Grants.gov. Requests for an extension of the JustGrants deadline must be made prior to the close of the solicitation in JustGrants. No late submission requests will be considered once the solicitation closes.

Extension of deadlines is rare and not guaranteed.

To be considered for an extension, applicants must contact the COPS Office Response Center via email to [AskCopsRC@usdoj.gov](mailto:AskCopsRC@usdoj.gov) detailing the technical/extraordinary issues that impact application submission. This must be submitted prior to the deadline for which the applicant is requesting an extension. The applicant's email must include the following information: UEI number, organization name, point of contact name and information, application ID, and the nature of the issue/disaster and how it affected the applicant's ability to submit an application on time. The email subject line should read "[Insert Program] Extraordinary Circumstances: UEI number, Agency Name, Application ID"; with your UEI number and organization name included in the subject line.

The COPS Office will respond to each applicant as soon as possible with either an approval and instructions for submission, or a rejection. If the technical issues you reported cannot be validated, the application will be rejected.

The following conditions are not valid reasons to request an extension: (1) failure to begin the registration process in sufficient time; (2) failure to follow instructions on Grants.gov or JustGrants; (3) failure of the two assigned authorized representatives, with the proper authority, to activate accounts in JustGrants prior to application submission; (4) failure to follow all of the instructions in the solicitation; (5) failure to register or update information on the SAM website; and/or (6) failure to register or complete SF-424 or SF-LLL in grants.gov.

## **Application Review Information**

The COPS Office is committed to ensuring a fair and open merit review process. Applications that meet eligibility and basic minimum requirements will be subject to a merit review and ranking process. The merit review will consist of both a programmatic and financial review and will be conducted by COPS Office staff or in collaboration with other subject matter experts. The review will also assess whether costs are reasonable, necessary, allowable, and allocable under applicable federal cost principles, agency regulations, and the program.

Prior to award, applications for potential awards will receive a financial integrity review to evaluate the fiscal integrity and financial capability of applicants and to examine proposed costs and the extent to which the budget detail worksheet supports and explains project costs. This review will also assess whether costs are reasonable, necessary, and allocable under applicable federal cost principles and agency regulations. This financial review will be conducted by the COPS Office staff.

In addition, prior to making an award greater than the simplified acquisition threshold (currently set at \$250,000), any information about applicants that is in the designated integrity and performance system accessible through SAM will be reviewed and considered. Applicants may review and comment on any information about them in SAM that a Federal awarding agency previously entered in the designated integrity and performance system, and such applicant comments will also be reviewed and considered.

Past performance on previous awards may be in an indicator in this review process. Financial and programmatic performance factors may be included in the past performance review.

Absent explicit statutory authorization or written delegation of authority to the contrary, all final award decisions will be made by the Director of the COPS Office, who may also give consideration to factors including, but not limited to, underserved populations, population served, geographic diversity, strategic priorities, past performance, risk, and available funding when making awards.

## **Review Process**

Applications will be evaluated according to financial need, security needs, program impact, and the responses to the proposal narrative questions.

Applications will first be scored according to the following weighting methodology, using responses to application questions:

- Program Impact: 25 percent
- Improved Security Need: 50 percent
- Federal Assistance Need: 25 percent

In determining which proposals will move forward to programmatic review, the COPS Office will consider scores, as well as other considerations, including presence of a catastrophic event in the jurisdiction, geographic diversity, including urban, suburban, and rural, and demonstrated need for improved school security and climate. The COPS Office will also provide priority consideration to applicants who were not funded recently under the SVPP program.

Consideration for microgrant funding does not exclude your agency from being evaluated within the larger SVPP pool.

**Gun Violence:** Applicants that propose projects using Community Violence Intervention strategies to address high rates of gun violence, firearms seizures, and gun-related incidents on school grounds will be given priority consideration. These proposals must fit within the purpose areas for SVPP. Examples could include improved communication among schools, community stakeholders, and law enforcement to promote wraparound services and other supports for students, or training for law enforcement on CVI approaches such as in trauma-informed care.

Proposals selected for programmatic review will then be reviewed and evaluated based on the following:

- School Safety Planning and Assessment efforts
- Funding Request and Integration
- Management and Implementation Plan
- Sustainability Plan

## Federal Award Administration Information

### Federal Award Notices

Award notification will be sent electronically from JustGrants. This award notification will include instruction on enrolling in Automated Standard Application for Payments (ASAP) and accepting the award. Recipients will be required to log into JustGrants to review, sign, and accept the award. The notice of award will contain details about the award including start and end dates, funding amounts, and the award conditions. The Authorized Representatives must acknowledge having read and understood all sections of the award instrument and submit the required declaration and certification to accept the award; these steps will be completed electronically in JustGrants before you will be able to draw down funds or begin implementing the program. By accepting the award and the COPS Office funding, your agency acknowledges that it will comply with these conditions and, if applicable, additional special conditions specific to your agency.

In limited circumstances, your award may be subject to special conditions that prevent your agency from drawing down or accessing award funds until the special conditions are satisfied as determined by the COPS Office. Any special conditions will be included with your award.

All applicants should anticipate notification of funding decisions by September 30, 2023.

Applicants who are awarded funding through SVPP are required to conduct comprehensive school safety assessments for all schools involved in the funded project, within the 36-month grant implementation period. Assessments should be completed as soon as possible to be of most use as strategic evaluation tools to identify school safety and climate issues and potential resolutions. This special condition may be waived for recipients who can demonstrate that comprehensive school safety assessments have already been performed or updated within the previous three years.

### Administrative and National Policy Requirements

If selected for funding, in addition to implementing the funded project consistent with the approved project proposal and budget, the recipient must comply with the award terms and conditions, and other legal requirements including, but not limited to, OMB, DOJ, or other federal regulations that will be included in the award or incorporated into the award by reference or are otherwise applicable to the award.

The COPS Office strongly encourages applicants to review applicable requirements and terms and conditions prior to submitting an application.

Terms and conditions for COPS Office awards are available on the COPS website in the Application Resource Guide. Terms and conditions are subject to change before the award is issued. The Application Resource Guide also contains additional requirements which apply to this application and award, including audit requirements, suspension, and termination requirements.

### Monitoring, Evaluation and Reporting Requirements

Agencies receiving federal funding from the COPS Office will be monitored to ensure compliance with their award conditions and other applicable statutes and regulations, including all applicable non-discrimination provisions and student privacy protections, and track progress towards achieving the goal of improved school security.

Award monitoring activities conducted by the COPS Office include site visits, office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a COPS Office award recipient, you agree to cooperate with and respond to any requests for information pertaining to your award, including compliance with award conditions and other applicable statutes and regulations. This includes all financial records, such as general accounting ledgers and all supporting documents. All information pertinent to the implementation of the award is subject to agency review throughout the life of the award, during the close-out process and for three-years after the submission of the final expenditure report.

**Evaluation:** Though a formal assessment is not required, awarded agencies are strongly encouraged to conduct an independent assessment of their respective award-funded projects. Project evaluations have proven to be valuable tools in helping departments identify areas in need of improvement, providing data of successful processes and reducing vulnerabilities.

Award funding cannot be used to for evaluations.

**Reporting Requirements:** If awarded, recipients will be required to submit quarterly financial and semi-annual performance reports.

- Financial reporting: Recipients will be required to electronically submit a quarterly Federal Financial Report (FFR) using the SF-425 form by the 30th day following the end of each calendar quarter, and a final report is due 120 days following the award end date. Recipients who do not submit SF-425 reports by the due date will be unable to draw down funds.
- Performance reporting: Recipients will be required to electronically submit semi-annual performance reports, and a final performance report will be due 120 days following the award end date.

## Federal Awarding Agency Contact(s)

For technical assistance with Grants.gov, call the Grants.gov customer service hotline at 800-518-4726, send questions via email to [support@Grants.gov](mailto:support@Grants.gov), or consult the Grants.gov Organization Applicant User Guide at <https://www.grants.gov/help/html/help/index.htm>.

For technical support with JustGrants, contact JustGrants Support at [JustGrants.Support@usdoj.gov](mailto:JustGrants.Support@usdoj.gov) or 833-872-5175.

For programmatic assistance with the requirements of this program please call the COPS Office Response Center at 800-421-6770 or send questions via email to [AskCopsRC@usdoj.gov](mailto:AskCopsRC@usdoj.gov).

## COPS Other Information

### Public Reporting Burden-Paper Work Reduction Act Notice

The public reporting burden for this collection of information is estimated to be up to 11.3 hours per response, depending upon the COPS Office program being applied for, which includes time for reviewing instructions. Send comments regarding this burden estimate or any other aspects of the collection of this information, including suggestions for reducing this burden, to the Office of Community Oriented Policing Services, U.S. Department of Justice, 145 N Street NE, Washington, DC 20530; and to the Public Use Reports Project, Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

You are not required to respond to this collection of information unless it displays a valid OMB control number. The OMB control number for this application is 1103-0098, and the expiration date is 4/30/2024.

## Performance Measures

To assist in fulfilling the U.S. Department of Justice's (DOJ) responsibilities under the Government Performance and Results Modernization Act (GPRAMA) of 2010, P.L. 111-352, recipients who receive funding from the Federal Government must measure the results of work that funding supports. GPRAMA specifically requires the COPS Office and other federal agencies to set program goals, measure performance against those goals, and publicly report progress in the form of funding spent, resources used, activities performed, services delivered, and results achieved.

Performance measures for this program are as shown in table 1.

**Table 1. Performance measures**

Objective	Performance Measures	Data recipient provides
Increase the capacity of states, units of local government and Indian tribes to implement strategies that improve security at schools and on school grounds through funding for personnel, technology, equipment, and training. Extent to which COPS Office funding has increased your agency's capacity to implement or enhance school safety?	Extent to which COPS Office award funding (e.g., personnel, equipment, training, etc.) has increased your agency's capacity to implement or enhance school safety. Percent of schools that have conducted a school safety assessment. Number of law enforcement individuals trained to improve school safety. Number of schools receiving funding for equipment or security enhancements. Percent of recipients that notified law enforcement and fire agencies of the SVPP award. Percentage of recipients receiving funding for equipment or security enhancements that shared comprehensive school safety assessment with local law enforcement and fire agencies. Recipients will rate the effectiveness of the COPS Office funding in increasing their capacity to improve school safety.	Data will be collected on a periodic basis through recipient reporting.

As part of the programmatic progress report, SVPP recipients will be required to report on their progress toward improving and implementing evidence-based school safety strategies and programs. Recipients will also be required to describe how the personnel, technology, equipment, and/or training requested will assist in this goal.

Based on the data collected from recipients, the COPS Office may make improvements to this program to better meet the program's objective and recipients' needs.

## Application Checklist

Please refer to the [JustGrants DOJ Application Submission Checklist](#).

### Survey Questions

#### SVPP Solicitation FY2023

##### AGENCY ELIGIBILITY INFORMATION

1. Type of Agency (*select one*)
2. From the list below, please select the type of agency which best describes the applicant.

##### Law Enforcement Entities

2. From the list below, please select the type of agency which best describes the applicant.

##### Non-Law Enforcement Entities

3. SVPP Eligibility Questions: Are you a State, unit of local government (county, municipality, town, township, village, parish, borough, or equivalent), public agency (school district, police department, sheriff's department), or Indian tribe, and if awarded, the COPS Office funding will be used to improve security at schools and on school grounds in the jurisdiction of the grantee through evidence-based school safety programs?

This application must be developed after consultation with others in order to ensure that the improvements funded contribute to a comprehensive approach to preventing school violence and that they are individualized to the needs of each school at which the improvements are to be made. These other individuals or groups include:

- Law Enforcement Officers
  - School Violence Researchers/Academics
  - Licensed Mental Health Professionals
  - School personnel (teachers/principals)
  - Social Workers
  - Other School Personnel
4. Did you consult with any of these individuals or groups prior to the submission of this application?
  - 4a. If yes, which of the following individuals or groups were consulted prior to the submission of this application (check all that apply)? (Must pick at least one)
  - 4b. Please specify:
  5. Were those consultations (referenced above) conducted as part of an ongoing formal collaboration among critical school safety stakeholders? Please upload in the application any documentation (e.g., memoranda of agreement or understanding, letters of agreement, meeting agendas or minutes, etc.) that helps to describe these ongoing collaborations. Please limit your attachment(s) for this question to no more than 10 pages total.

##### GENERAL AGENCY INFORMATION

6. Please select your U.S. Attorney's District Office from the below drop-down options.

##### Previous SVPP Award(s)

7. Does your agency have previous SVPP awards?
- 7a. If so, explain the following: The status of the previous awards – have the awards been fully implemented?
- 7b. Will this new SVPP request:
- 7c. How have the previous SVPP awards affected your capacity to improve security at schools and on school grounds? [Please limit your response to a maximum of 250 words.]
8. Is your agency also applying for funding through the Bureau of Justice Assistance's STOP program this fiscal year?
9. Is your agency also applying for funding through the Office of Juvenile Justice and Delinquency STOP program this fiscal year?

## **DUPLICATION OF FUNDING**

### **Instructions:**

Applicants are required to disclose whether they have pending applications for federally funded assistance or active federal awards that support the same or similar activities or services for which funding is being requested under this application.

Be advised that as a general rule, COPS Office funding may not be used for the same item or service funded through another funding source. However, leveraging multiple funding sources in a complementary manner to implement comprehensive programs or projects is encouraged and is not seen as inappropriate. To aid the COPS Office in the prevention of awarding potentially duplicative funding, please indicate whether your agency has a pending application or an active award with any other federal funding source (e.g., direct federal funding or indirect federal funding through state sub-awarded federal funds) which supports the same or similar activities or services as being proposed in this COPS Office application.

10. Do you have any current, active non-COPS Office award with any other federal funding source (e.g., direct federal funding or indirect federal funding through state subawarded federal funds) that supports the same or similar activities or services as being proposed in this COPS Office application?
- 10a. If Yes, for each potentially duplicative non-COPS Office award, provide the following detailed information: name of federal awarding agency, or state agency for subawarded federal funding; award number; program name; award start and end dates; award amount; and description of how this project differs from the application for COPS office funding.
11. Do you have any pending non-COPS Office grant applications with any other federal funding source (e.g., direct federal funding or indirect federal funding through state subawarded federal funds) that support the same or similar activities or services as being proposed in this COPS Office application?
- 11a. If Yes, for each potentially duplicative non-COPS Office grant application, provide the following detailed information: application number (if known); program name; project length; total requested amount; items requested; and describe how this project differs from the application for COPS Office funding.

## **EXECUTIVE AND CONTACT INFORMATION**

Please provide the name and contact information for the highest-ranking Law Enforcement or Program Official and Government Executive or Financial Official for your agency or organization, please see instructions below.

### **LAW ENFORCEMENT EXECUTIVE/PROGRAM OFFICIAL**

This position will ultimately be responsible for the programmatic management of the award.

#### **Instructions for Law Enforcement Agencies:**

For law enforcement agencies, the Law Enforcement Executive is the highest-ranking official in the jurisdiction (Chief of Police, Sheriff, or equivalent). Before this application can be submitted, the Entity Administrator in JustGrants must invite this individual to apply for a JustGrants account with the role of Authorized Representative, and this individual must log in to JustGrants to review the application.

#### **Instructions for Non-Law Enforcement Agencies:**

For non-law enforcement agencies (e.g., institutions of higher education, school districts, private organizations, etc.), the Program Official is the highest-ranking official in the jurisdiction (e.g., executive director, chief executive officer, or equivalent). Please note that information for non-executive positions (e.g., clerks, trustees) is not acceptable. Before this application can be submitted, the Entity Administrator in JustGrants must invite this individual to apply for a JustGrants account with the role of Authorized Representative, and this individual must log in to JustGrants to review the application.

- 12a. Title:
- 12b. First Name:
- 12c. Last Name:
- 12d. Phone:
- 12e. Email Address:

## GOVERNMENT EXECUTIVE/FINANCIAL OFFICIAL

This position will ultimately be responsible for the financial management of the award.

### Instructions for Government Agencies:

For law enforcement agencies, this is the highest-ranking government official within your jurisdiction (e.g., Superintendent, Mayor, City Administrator, or equivalent). Before this application can be submitted, the Entity Administrator in JustGrants must invite this individual to apply for a JustGrants account with the role of Authorized Representative, and this individual must log in to JustGrants to review the application.

### Instructions for Non-Government Agencies:

For non-law enforcement agencies, this is the financial official who has the authority to apply for this award on behalf of the applicant agency (e.g., Chief Financial Officer, Treasurer, or equivalent). Please note that information for non-executive positions (e.g., clerks, trustees) is not acceptable. Before this application can be submitted, the Entity Administrator in JustGrants must invite this individual to apply for a JustGrants account with the role of Authorized Representative, and this individual must log in to JustGrants to review the application.

13a. Title:

13b. First Name:

13c. Last Name:

13d. Phone:

13e. Email Address:

### Instructions for Application Contact:

Enter the application contact's name and contact information.

14a. Title:

14b. First Name:

14c. Last Name:

14d. Phone:

14e. Email Address:

## BACKGROUND INFORMATION AND NEED FOR IMPROVED SECURITY

15. Please indicate if your jurisdiction is primarily considered rural, urban or suburban.

16. Enter the total population of the government entity applying for this award using the latest census estimate available at <https://data.census.gov/cedsci/>.

17. Total number of primary and secondary schools (K-12) within your jurisdiction (including private schools)?

18. Number of primary and secondary schools (K-12) to be impacted by this program (including private schools)?

19. Total enrollment in schools within your jurisdiction at the start of the 2022-2023 school year (including private schools)?

20. Total enrollment in schools within your jurisdiction at the start of the 2022-2023 school year that will be impacted by this program (including private schools)?

### Currently Implemented Safety Measures

For each of the school safety measures listed below, please enter the percentage of schools in your jurisdiction, if known, that had implemented these safety measures at the start of the 2022-2023 school year.

#### Emergency Management Plans

21. Emergency management plans (% of schools):

21a. Do not know

#### Access Controls

22. Access controls (i.e. working locks on all doors and entrance/exit procedures) (% of schools):

22a. Do not know

**ID Cards**

23. Student and administration cards with ID scanning device (% of schools):

23a. Do not know

**Social Media**

24. Access to social media alert software (% of schools):

24a. Do not know

**Mass Messaging**

25. Access to mass messaging software (% of schools):

25a. Do not know

**Video Surveillance**

26. Video surveillance (% of schools):

26a. Do not know

**Metal Detectors**

27. Metal detectors (% of schools):

27a. Do not know

**Alarm Buttons**

28. Panic and immediate alarm notification systems (% of schools):

28a. Do not know

**School-Wide Communication Systems**

29. Other communication systems accessible throughout the school (% of schools):

29a. Do not know

**Risk Assessment Processes**

30. Within the last five years, has your jurisdiction undergone a comprehensive risk assessment process to better understand the likelihood of specific threats or hazards that may occur?

31. Do you collect data on school violence incidents?

31a. If so, do you analyze data and other information captured from those incidents through after action assessment or critical incidents review processes?

NOTE: At your option, you may provide your schools' after action report(s) or assessment(s) to the COPS Office by uploading them in the **MOUs and Other Supportive Documents** section.

- Please include no more than three attachments.
- Please begin the name of any of these attachments with "After Action Assessments."
- While they will not be considered as part of your application review, they will allow the COPS Office and others to better understand these incidents, identify lessons learned, and effective practices.
- Please redact all personally identifiable information (PII) from your schools' after action report(s) or assessment(s) prior to submission to the COPS Office. PII is defined as information that can be used to distinguish or trace an individual's identity such as name, social security number, biometric records (which include, but are not limited to, fingerprints, retina and iris patterns, voiceprints, DNA sequence, facial characteristics, and handwriting), either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual, such as date and place of birth, address, email address, mother's maiden name.

Please refer to the application materials for more information.



## **Incidents at Schools Reported to Law Enforcement**

Please record the total number of the following incidents that occurred at the schools in your jurisdiction and were reported to law enforcement during the 2021-2022 school year:

### **Attacks**

32. Physical attack or fight (with or without a weapon). Number of incidents reported to law enforcement:

32a. Unknown / Unable to Report

### **Guns/Firearms/Explosives**

33. Possession or seizure of a firearm or explosive device; or gun-related incident on school grounds. Number of incidents reported to law enforcement:

33a. Unknown / Unable to Report

### **Illegal Drugs**

34. Distribution, possession or use of illegal drugs. Number of incidents reported to law enforcement:

34a. Unknown / Unable to Report

### **Theft/Larceny**

35. Theft/larceny (taking things worth over \$10 without personal confrontation). Number of incidents reported to law enforcement:

35a. Unknown / Unable to Report

### **Vandalism**

36. Vandalism. Number of incidents reported to law enforcement:

36a. Unknown / Unable to Report

### **Knives**

37. Possession of a knife or sharp object. Number of incidents reported to law enforcement:

37a. Unknown / Unable to Report

## **NEED FOR FEDERAL ASSISTANCE**

38. All applicants are required to explain their inability to address the need for this award without federal assistance. Please do so in the space below. [Please limit your response to a maximum of 250 words.]

## **Background Information**

### **Instructions:**

These questions are designed to determine your agency's need for federal funding. The COPS Office does not imply a link between these need factors and school violence.

At the start of the 2022-2023 school year:

39. What is the average per pupil spending allocated for the public schools in your jurisdiction?

39a. Do not know

40. What is the average age of school buildings in your jurisdiction in years?

40a. Do not know

41. Have any of the public schools that will be impacted by this award engaged in deficit spending during the current or previous fiscal year?

42. My agency is a school district and wishes to be considered for an SVPP microgrant. Our microgrant funding request is less than \$100,000. We understand that our application will still be considered for all SVPP funding.

43. Has your jurisdiction maintained its recommended reserve for economic uncertainty during the current and previous fiscal year?

Please check the box below if your jurisdiction has faced an unanticipated catastrophic event that had a significant impact on school security needs or on the ability to implement school safety and security enhancements. Examples of unanticipated catastrophic events include mass shootings, terrorist attacks, natural disasters, or other events leading to mass casualties. Please note that if your jurisdiction is faced with an unanticipated catastrophic event (e.g., mass shooting, terrorist attack, other mass casualty event) after submission of this application, but before the application closing date, you should contact the COPS Office immediately at 800-421-6770 to update your application to include this information.

44. If your agency experienced a major disaster or catastrophic even in the time period from January 1, 2022 to present, check this box.

44a. Please explain the unanticipated catastrophic event and the significant impact on your jurisdiction's ability to implement school safety and security enhancements. The description must include:

- Description of event (including number of casualties)
- Type of event (major disaster, mass shooting, bombing, etc.)
- Impact of the event on delivery of school security needs or on the ability to implement school safety and security enhancements
- Duration of the event (how long will services be impacted by the event until recovery)
- Law enforcement response and recovery efforts

[Please limit your response to a maximum of 250 words.]

### PROPOSAL NARRATIVE QUESTIONS

Your proposal (entered into the survey questions below) must **clearly** demonstrate that the resources requested will be effectively integrated into other comprehensive school safety and climate planning efforts taking place in your jurisdiction, and that any acquired technology will be aligned strategically and protect students' civil and privacy rights. The responses to each proposal narrative question must respond to the solicitation.

#### School Safety Planning Efforts:

In this section, you will describe, in detail, the current state of your comprehensive school safety planning and assessment efforts.

45. Describe the current status of any site and risk assessments. [Limit your response to a maximum of 250 words.]
46. Describe the current status of emergency operations plans. [Limit your response to a maximum of 250 words.]
47. Describe the current status of school climate improvement efforts and initiatives. [Limit your response to a maximum of 250 words.]
48. Describe the current status of threat assessment processes and procedures. [Limit your response to a maximum of 250 words.]
49. Describe the current status of training and drills. [Limit your response to a maximum of 250 words.]
50. Describe, in detail, any local safety partnerships and describe coordination with students/parents/guardians, community members, civilian personnel, and law enforcement that support and enhance the continuum of wraparound services for students. [Limit your response to a maximum of 500 words.]

#### Funding Request and Integration

51. Explain the intended use of the funds requested in this application, and how the activities funded under the grant will meet the purpose of the SVPP statute, improve school security, and promote a positive learning environment for all students. To the extent possible, highlight the use of evidence-based strategies and programs, compare and/or contrast any prior unsuccessful attempts to improve security measures and explain why the proposed measures have strong likelihood for success. Further explain efforts to avoid criminalizing school conduct that should be handled through the school discipline process. [Limit your response to a maximum of 500 words.]

**Items must be allowable under the program (see allowable costs in the solicitation), under 2 CFR 200, and must meet the authorized purpose areas under the statute, 34 U.S.C. § 10551(b)(5)–(9).**

52. Describe, in detail, how the specific types of evidence based school safety interventions that you are seeking funding for will be integrated into your existing comprehensive school safety and climate planning efforts and will fill specific gaps and needs that you have identified through this process. This should clearly link to the budget items included in the web-based budget form submitted in JustGrants. [Limit your response to a maximum of 500 words.]

53. Describe, in detail, the goals and objectives that you hope to achieve through the implementation of these resources. Include detailed information on how any measures will contribute to a positive learning environment for all students, including describing the measures you will take to ensure that additional technology or equipment do not contribute to a punitive or prison-like atmosphere in the school(s) or threaten students' civil or privacy rights. [Limit your response to a maximum of 500 words.]
54. Does your proposal seek to address high rates of gun violence?
- 54a. If yes, are you proposing Community Violence Intervention strategies to address the gun violence, within the purpose areas for SVPP?

**All proposed costs should be linked to the proposed project and must support one of the authorized purpose areas under the statute, 34 U.S.C. § 10551(b)(5)-(9).**

- 54b. If yes, please explain how the proposed program will enhance the continuum of wraparound services and other support to students, within the authorized SVPP purpose areas, such as through training of law enforcement on Community Violence Intervention strategies. [Limit your response to a maximum of 250 words.]

### **Management and Implementation Plan**

55. Provide a detailed quarterly timeline with key activities and milestones . [Limit your response to a maximum of 500 words.]
56. Identify key partnerships or stakeholders who will play a role in the implementation of this award. [Limit your response to a maximum of 125 words.]
57. How will you ensure the effective implementation and oversight of the project? [Limit your response to a maximum of 125 words.]
58. Describe methods for procuring any technology or other resource purchased with grant funds. [Limit your response to a maximum of 125 words.]

### **Sustainability Plan**

59. Describe, in detail, the plan to sustain the proposed school safety and positive school climate efforts after this award has ended. Describe specific actual and potential resources that will be used to ensure the continued implementation of efforts made through this award, and if applicable, how the equipment and technology will be maintained. [Limit your response to a maximum of 250 words.]
60. By clicking this box, the applicant, if awarded, understands that the federal award cannot exceed 75 percent of the total project costs (unless a waiver of the local match requirement is approved).

### **OFFICIAL PARTNER(S) CONTACT INFORMATION**

#### **Instructions**

An official "partner" under the award may be a governmental, private, school district, or other applicable entity that has established a legal, contractual, or other agreement with the applicant for the purpose of supporting and working together for mutual benefits of the award.

#### **Partner 1**

- |  |                       |
|--|-----------------------|
| 61a. Title:  | 61f. Street1:         |
| 61b. First Name:   | 61g. Street2:         |
| 61c. Last Name:  | 61h. City:            |
| 61d. <u>Name</u> of Partner Agency (e.g., Smithville High School): | 61i. State:           |
| 61e. <u>Type</u> of Partner Agency (e.g., School District):        | 61j. Zip/Postal Code: |
|  | 61k. Phone:           |
|  | 61l. Email Address:   |

**Partner 2**

62a. Title:  
 62b. First Name:  
 62c. Last Name:  
 62d. Name of Partner Agency (e.g., Smithville High School):  
 62e. Type of Partner Agency (e.g., School District):

62f. Street1:  
 62g. Street2:  
 62h. City:  
 62i. State:  
 62j. Zip/Postal Code:  
 62k. Phone:  
 62l. Email Address:

**Partner 3**

63a. Title:  
 63b. First Name:  
 63c. Last Name:  
 63d. Name of Partner Agency (e.g., Smithville High School):  
 63e. Type of Partner Agency (e.g., School District):  
 63f. Street1:

63g. Street2:  
 63h. City:  
 63i. State:  
 63j. Zip/Postal Code:  
 63k. Phone:  
 63l. Email Address:

**28 CFR PART 23 (CRIMINAL INTELLIGENCE)****Certification of Review of 28 C.F.R. Part 23/Criminal Intelligence Systems:**

If your agency is requesting COPS Office funds for equipment or technology that will be used to operate an interjurisdictional criminal intelligence system that receives, stores, analyzes, exchanges, or disseminates data regarding ongoing criminal activities, you must agree to comply with the operating principles at 28 C.F.R Part 23.

If you are requesting COPS Office funds to operate a single agency database (or other unrelated forms of technology) and will not share criminal intelligence data with other jurisdictions, 28 C.F.R. Part 23 does not apply.

64. Please check one of the following, as applicable to your agency's intended use of COPS Office funds:

**CERTIFICATION OF REVIEW AND REPRESENTATION OF COMPLIANCE**

65. By checking the box, the applicant indicates he or she understands that the signatures of the Law Enforcement Executive /Program Official, Government Executive / Financial Official, and the Person Submitting this Application on the Reviews and Certifications represent to the COPS Office that: 1. the applicant will comply with all legal, administrative, and programmatic requirements that govern the applicant for acceptance and use of federal funds as outlined in the applicable COPS Office Grant Application Resource Guide, the COPS Office award owner's manual, the DOJ Grants Financial Guide, Assurances, Certifications and all other applicable program regulations, laws, orders, and circulars; 2. the applicant understands that as a general rule COPS Office funding may not be used for the same item or service funded through another funding source? and 3. the applicant and any required or identified official partner(s) listed in this application mutually agreed to this partnership prior to submission.
66. By checking the box, the applicant indicates he or she provides a certification that: 1. the programs to be funded by the grant meet all the requirements of the SVPP statute; 2. all the information contained in the application is correct; and 3. the applicant will comply with all provisions of the SVPP statute and all other applicable Federal laws.

**ACKNOWLEDGEMENT OF ELECTRONIC SIGNATURE**

67. By checking the box, the applicant indicates that he or she understands that "clicking to agree" in this application and the required forms, including the Assurances, Certifications, and Disclosure of Lobbying Activities form are just as legally enforceable as physical signatures.

I understand.

## **U.S. DEPARTMENT OF JUSTICE**

### **CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; LAW ENFORCEMENT AND COMMUNITY POLICING**

Applicants should refer to the regulations and other requirements cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations or other cited requirements before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

#### **1. LOBBYING**

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, 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 the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If the Applicant's request for Federal funds is in excess of \$100,000, and 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 grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and
- (c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

#### **2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies, with respect to prospective participants in a primary tier "covered transaction," as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals--

- (a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at [Ojpcompliancereporting@usdoj.gov](mailto:Ojpcompliancereporting@usdoj.gov); for OVW Applicants, to OVW at [OVW.GFMD@usdoj.gov](mailto:OVW.GFMD@usdoj.gov); or for COPS Applicants, to COPS at [AskCOPSRC@usdoj.gov](mailto:AskCOPSRC@usdoj.gov)), unless such disclosure has already been made.

### 3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at [Ojpcompliancereporting@usdoj.gov](mailto:Ojpcompliancereporting@usdoj.gov); for OVW Applicants, to OVW at [OVW.GFMD@usdoj.gov](mailto:OVW.GFMD@usdoj.gov); or for COPS Applicants, to COPS at [AskCOPSRC@usdoj.gov](mailto:AskCOPSRC@usdoj.gov)).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

### 4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by--

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about--

- (1) The dangers of drug abuse in the workplace;
  - (2) The Applicant's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will--
- (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:
- For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;
- For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.
- Notice shall include the identification number(s) of each affected award;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

#### 5. LAW ENFORCEMENT AGENCY CERTIFICATION REQUIRED UNDER DEPARTMENT OF JUSTICE DISCRETIONARY GRANT PROGRAMS ("SAFE POLICING CERTIFICATION")

If this application is for a discretionary award pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to a State, local, college, or university law enforcement agency, the Applicant certifies that any such law enforcement agency to which funds will be made available has been certified by an approved independent credentialing body or has started the certification process. To become certified, a law enforcement agency must meet two mandatory conditions:

- (a) the agency's use of force policies adhere to all applicable federal, State, and local laws; and
- (b) the agency's use of force policies prohibit chokeholds except in situations where use of deadly force is allowed by law.

For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.

The Applicant acknowledges that compliance with this safe policing certification requirement does not ensure compliance with federal, state, or local law, and that such certification shall not constitute a defense in any federal lawsuit. Nothing in the safe policing certification process or safe policing requirement is intended to be (or may be) used by third parties to create liability by or against the United States or any of its officials, officers, agents or employees under any federal law. Neither the safe policing certification process nor the safe policing certification requirement is intended to (or does) confer any right on any third-person or entity seeking relief against the United States or any officer or employee thereof. No person or entity is intended to be (or is) a third-party beneficiary of the safe policing certification process, or, with respect to the safe policing certification requirement, such a beneficiary for purposes of any civil, criminal, or administrative action.

#### 6. COORDINATION REQUIRED UNDER PUBLIC SAFETY AND COMMUNITY POLICING PROGRAMS

As required by the Public Safety Partnership and Community Policing Act of 1994, at 34 U.S.C. § 10382(c)(5), if this application is for a COPS award, the Applicant certifies that there has been appropriate coordination with all agencies that may be affected by its award. Affected agencies may include, among others, Offices of the United States Attorneys; State, local, or tribal prosecutors; or correctional agencies.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Please Acknowledge

☐ I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.



## U.S. DEPARTMENT OF JUSTICE

### CERTIFIED STANDARD ASSURANCES

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.

(2) I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application--

- a. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;
- b. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
- c. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition--

- a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
- b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;
- c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
- d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations

applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) If this application is for an award from the National Institute of Justice or the Bureau of Justice Statistics pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to an institution of higher education (as defined at 34 U.S.C. § 10251(a)(17)), I assure that, if any award funds actually are made available to such an institution, the Applicant will require that, throughout the period of performance--

- a. each such institution comply with any requirements that are imposed on it by the First Amendment to the Constitution of the United States; and
- b. subject to par. a, each such institution comply with its own representations, if any, concerning academic freedom, freedom of inquiry and debate, research independence, and research integrity, at the institution, that are included in promotional materials, in official statements, in formal policies, in applications for grants (including this award application), for accreditation, or for licensing, or in submissions relating to such grants, accreditation, or licensing, or that otherwise are made or disseminated to students, to faculty, or to the general public.

(9) I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application--

- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
- b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(10) If the Applicant applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law--including, but not limited to, the Indian Self- Determination and Education Assistance Act--seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

(11) If the Applicant applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Please Acknowledge

☐ I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.



## Board of County Commissioners

Meeting: 05/09/2023  
Department: Sheriff  
Prepared By: Jacob Lynch  
Initiator: Al Nienhuis  
DOC ID: 12157  
Legal Request Number:  
Bid/Contract Number:

### AGENDA ITEM

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#### TITLE

Appointment of Sheriff's Office IT Manager Chris Watier to Serve as 911 Coordinator for Hernando County

#### BRIEF OVERVIEW

In accordance with the State E911 Plan, the Florida Department of Management Services (DMS) requires that the Board of County Commissioners in each county appoint a knowledgeable individual as a 911 Coordinator. Florida Statute §365.171(10) and F.A.C. Rule 60FF-6.004(3)(a) authorizes use of the E911 fee to fully fund the 911 Coordinator position, which functions as a single point of contact between the County and DMS regarding E911 fiscal, technical, operational, and strategic planning issues.

Hernando County Sheriff Al Nienhuis recommends that the Board appoint Chris Watier, Sheriff's Office IT Manager, to serve as the 911 Coordinator for Hernando County. Sheriff Nienhuis also recommends that the Board authorize the Chairman's signature on the attached letter to the DMS advising of Mr. Watier's appointment. This appointment is due to the resignation of Mr. Daryl Recker, the former 911 Coordinator.

#### FINANCIAL IMPACT

The 911 Coordinator position is fully funded through E911 fee pursuant to Florida Statute §365.171(10) and F.A.C. Rule 60FF-6.004(3)(a).

#### LEGAL NOTE

The Board is authorized to act on this matter pursuant to Florida Statute §365.171(10) and F.A.C. Rule 60FF-6.004(3)(a).

#### RECOMMENDATION

It is recommended that the Board appoint Chris Watier, Sheriff's Office IT Manager, to serve as the 911 Coordinator for Hernando County. It is further recommended that the Board approve and authorize the Chairman's signature on the attached letter to the Florida Department of Management Services advising of Chris Watier's appointment to comply with the rule referenced above.

#### REVIEW PROCESS

Al Nienhuis	Approved	04/18/2023 11:35 AM
Toni Brady	Approved	04/25/2023 10:18 AM
Pamela Hare	Approved	04/25/2023 10:28 AM
Jon Jouben	Escalated	04/27/2023 5:21 PM
Pamela Hare	Approved	04/28/2023 9:08 AM
Jon Jouben	Approved	04/28/2023 12:58 PM
Heidi Kurppe	Approved	05/02/2023 9:50 AM
Scott Herring	Approved	05/02/2023 9:58 AM

Jeffrey Rogers  
Colleen Conko

Approved  
Approved

05/02/2023 2:47 PM  
05/02/2023 2:49 PM



## BOARD OF COUNTY COMMISSIONERS

15470 FLIGHT PATH DRIVE ♦ BROOKSVILLE, FLORIDA 34604  
P 352.754.4002 ♦ F 352.754.4477 ♦ W [www.HernandoCounty.us](http://www.HernandoCounty.us)

May 9, 2023

Mr. Leon Simmonds  
Statewide 911 Coordinator  
Florida Department of Management Services  
2555 Shumard Oak Boulevard.  
Tallahassee, Florida 32399

### RE: County 911 Coordinator Appointment

Dear Mr. Simmonds:

Please be advised that **Hernando County** effected a personnel change in our County E911 System. Effective **upon approval**, **Mr. Chris Watier** will assume the duties of County 911 Coordinator for **Hernando County** in accordance with the State E911 Plan, F.A.C. Rule 60FF-6.004(3)(a) and F.S. §365.171(10). **Mr. Watier** will serve as the single point of contact between **Hernando County** and the Department of Management Services for all 911-related issues.

**Mr. Chris Watier**  
**IT Manager**  
**Hernando County Sheriff's Office**  
**18900 Cortez Boulevard**  
**Brooksville, Florida 34601**  
**352- 754-6830, Ext. 53772**  
**352-754-6828 Fax**  
**352-442-8381 Cell**  
**[cwatier@hernandosheriff.org](mailto:cwatier@hernandosheriff.org)**

Please make the appropriate changes to existing agency information.

Thank you for your assistance in this matter.

Respectfully,

John Allocco  
Hernando County Board of County Commissioner



## Board of County Commissioners

Meeting: 05/09/2023  
Department: Administration  
Prepared By: Jessica Wright  
Initiator: Jeffrey Rogers  
DOC ID: 11891  
Legal Request Number:  
Bid/Contract Number:

### AGENDA ITEM

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#### TITLE

Resolution Proclaiming Hernando County to be Recognized as a "BLUE" County in Support of All Law Enforcement

#### BRIEF OVERVIEW

Attached is a resolution proclaiming Hernando County to be recognized as a "BLUE" County in support of all Law Enforcement. The Board of County Commissioners reiterate and declare their continuing support of the "BLUE" and encourage Hernando County residents to do so by voluntarily adding "BLUE" to their home in the form of ribbons and blue lights to "BACK THE BLUE" for all Hernando County Law Enforcement.

#### FINANCIAL IMPACT

N/A

#### LEGAL NOTE

The Board has the authority to take action on this matter pursuant to Chapter 125, Florida Statutes.

#### RECOMMENDATION

It is recommended the Board adopt the attached resolution proclaiming Hernando County to be recognized as a "BLUE" County in support of all Law Enforcement.

#### REVIEW PROCESS

Pamela Hare	Approved	02/17/2023 9:53 AM
Heidi Kurppe	Approved	02/17/2023 10:33 AM
Tobey Phillips	Approved	02/17/2023 2:12 PM
Jeffrey Rogers	Approved	02/20/2023 4:50 PM
Colleen Conko	Approved	02/21/2023 12:45 PM



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

**RESOLUTION 2023 –**

**WHEREAS**, Hernando County relies on Law Enforcement Officers to keep our community and neighborhood safe, enforce our laws, and respond in times of crisis; and

**WHEREAS**, everyday Law Enforcement Officers put their lives in jeopardy to defend others; and

**WHEREAS**, Hernando County recognizes the selfless service provided by our Law Enforcement Officers; and

**WHEREAS**, Hernando County expresses unwavering support for our Law Enforcement Officers; and

**WHEREAS**, Hernando County recognizes and shows support for all Hernando County Law Enforcement Officers who put their lives on the line each day to make our community a safe place to live.

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

**SECTION 1.** The Board of County Commissioners hereby proclaim Hernando County to be recognized as a ***“BLUE” COUNTY SUPPORTING ALL LAW ENFORCEMENT.***

**SECTION 2.** The Board of County Commissioners reiterate and declare their continuing support of the ***“BLUE”*** and encourage Hernando County residents to do so by voluntarily adding ***“BLUE”*** to their home in the form of ribbons and lights turning blue to ***“BACK THE BLUE”*** for all Hernando County Law Enforcement.

**ADOPTED** in Regular Session this 9<sup>th</sup> day of May 2023, A.D.

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

Attest:

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

\_\_\_\_\_  
John Allocco  
Chairman

\_\_\_\_\_  
Jerry Campbell  
Commissioner

\_\_\_\_\_  
Elizabeth Narverud  
Vice Chairman

\_\_\_\_\_  
Brian Hawkins  
Commissioner

\_\_\_\_\_  
Steve Champion  
Second Vice Chairman





## Board of County Commissioners

### AGENDA ITEM

Meeting: 05/09/2023  
Department: Administration  
Prepared By: Jessica Wright  
Initiator: Jeffrey Rogers  
DOC ID: 11984  
Legal Request Number:  
Bid/Contract Number:

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#### TITLE

Resolution Proclaiming May 2023 as Drug Court Month

#### BRIEF OVERVIEW

Staff received a request from Court Operations for a resolution proclaiming May 2023 as Drug Court Month in Hernando County. The attached resolution recognizes the Hernando County Drug Court for providing the focus and leadership to coordinate community partners in the fight against drug and criminality, and further recognizes the significant contributions that Drug Courts have made and continue to make in reducing drug use and crime.

#### FINANCIAL IMPACT

N/A

#### LEGAL NOTE

The Board has the authority to take action on this matter pursuant to Chapter 125, Florida Statutes.

#### RECOMMENDATION

It is recommended the Board adopt the attached resolution proclaiming May 2023 as Drug Court Month in Hernando County.

#### REVIEW PROCESS

Pamela Hare	Approved	03/09/2023 11:10 AM
Heidi Kurppe	Approved	03/09/2023 12:00 PM
Tobey Phillips	Approved	03/09/2023 12:37 PM
Jeffrey Rogers	Approved	03/09/2023 1:28 PM
Colleen Conko	Approved	03/09/2023 1:43 PM

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

**RESOLUTION 2023 –**

**WHEREAS**, substance abuse is a major societal problem throughout the country; and

**WHEREAS**, The National Association of Drug Court Professionals has proclaimed May as National **DRUG COURT MONTH**; and

**WHEREAS**, the Drug Court movement in the United States has grown to over 2000 programs since its inception in 1989; and

**WHEREAS**, Hernando County Drug Courts, from inception on October 1, 2001, have provided services and made substance abuse treatment available to two hundred eight-nine (289) adult citizens of Hernando County; and

**WHEREAS**, Drug Courts provide the focus and leadership for community-wide, anti-drug systems, bringing together criminal justice treatment, education, and other community partners in the fight against drugs and criminality; and

**WHEREAS**, Drug Court programs combine intensive judicial supervision, mandatory substance abuse treatment, drug testing along with escalating sanctions and incentives to break the cycle of drug addiction and its associated crimes.

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

**SECTION 1.** The Board of County Commissioners hereby proclaims May 2023 as **DRUG COURT MONTH** in Hernando County.

**SECTION 2.** The Board of County Commissioners urges all its citizens to recognize the practitioners and participants who make Drug Courts work and the significant contributions that Drug Courts have made and continue to make in reducing drug use and crime.

**ADOPTED** in Regular Session this 9<sup>th</sup> day of May 2023, A.D.

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

Attest:

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

\_\_\_\_\_  
John Allocco  
Chairman

\_\_\_\_\_  
Jerry Campbell  
Commissioner

\_\_\_\_\_  
Elizabeth Narverud  
Vice Chairman

\_\_\_\_\_  
Brian Hawkins  
Commissioner

\_\_\_\_\_  
Steve Champion  
Second Vice Chairman



## Board of County Commissioners

### AGENDA ITEM

Meeting: 05/09/2023  
Department: Administration  
Prepared By: Jessica Wright  
Initiator: Jeffrey Rogers  
DOC ID: 11893  
Legal Request Number:  
Bid/Contract Number:

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#### TITLE

Resolution Proclaiming May 2023 as Mental Health Month

#### BRIEF OVERVIEW

Attached is a proposed resolution proclaiming May 2023 as Mental Health Month in Hernando County. The resolution recognizes the importance and the seriousness of mental illness in the Nation, the State of Florida, and Hernando County, and the need for improved mental health services in our communities.

#### FINANCIAL IMPACT

N/A

#### LEGAL NOTE

The Board has the authority to take action on this matter pursuant to Chapter 125, Florida Statutes.

#### RECOMMENDATION

It is recommended the Board adopt the attached resolution proclaiming May 2023 as Mental Health Month in Hernando County.

#### REVIEW PROCESS

Pamela Hare	Approved	02/17/2023 10:04 AM
Heidi Kurppe	Approved	02/17/2023 10:31 AM
Tobey Phillips	Approved	02/17/2023 2:12 PM
Jeffrey Rogers	Approved	02/20/2023 4:42 PM
Colleen Conko	Approved	02/21/2023 12:49 PM



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

**RESOLUTION 2023 –**

**WHEREAS, MENTAL HEALTH MONTH** raises awareness that mental health is part of overall health; and

**WHEREAS,** continually and during **MENTAL HEALTH MONTH**, Hernando County strongly supports the efforts of national, state, local partners, and citizens to actively engage in public and private efforts related to mental health; and

**WHEREAS,** mental health helps sustain an individual’s thought process, relationships, productivity and ability to adapt to change or face adversity; and

**WHEREAS,** mental illness adversely affects those abilities and often is life-threatening in nature; and

**WHEREAS,** one in five adults experience mental illness in any given year and about 25% of chronic mental illness begins by the age of 14 and 75% by age 24; and

**WHEREAS,** suicide is the 10<sup>th</sup> leading cause of death in the United States, the second leading cause among young adults, and more than 90% of people who die by suicide had an underlying mental illness; and

**WHEREAS,** long delays – sometimes decades – often occur between the time mental illness symptoms first appear and when individuals get help; and

**WHEREAS,** early identification and treatment of mental illness can make a profound difference in successful management and recovery; and

**WHEREAS,** Hernando County recognizes during **MENTAL HEALTH MONTH** the need to end the silence and stigma that surround mental illness which has discouraged people from getting help.

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

**SECTION 1.** The Board of County Commissioners hereby proclaims May 2023 as **MENTAL HEALTH MONTH** in Hernando County.

**SECTION 2.** The Board of County Commissioners hereby joins advocates and communities across the country to increase public understanding of the importance of mental health and to encourage identification and treatment of mental illnesses.

**ADOPTED** in Regular Session this 9<sup>th</sup> day of May 2023, A.D.

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

Attest:

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

\_\_\_\_\_  
John Allocco  
Chairman

\_\_\_\_\_  
Jerry Campbell  
Commissioner

\_\_\_\_\_  
Elizabeth Narverud  
Vice Chairman

\_\_\_\_\_  
Brian Hawkins  
Commissioner

\_\_\_\_\_  
Steve Champion  
Second Vice Chairman



## Board of County Commissioners

### AGENDA ITEM

Meeting: 05/09/2023  
Department: Administration  
Prepared By: Jessica Wright  
Initiator: Jeffrey Rogers  
DOC ID: 12099  
Legal Request Number:  
Bid/Contract Number:

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#### TITLE

Resolution Proclaiming May 2023 as Water Safety Month

#### BRIEF OVERVIEW

Staff received a request from Swim for CJ, Inc., Representative Dana Foland, for a resolution proclaiming May 2023 as Water Safety Month in Hernando County. The attached resolution recognizes the importance of water safety for all residents and visitors to Hernando County. The Board of County Commissioners encourages residents to take precautions and reduce hazards to prevent future child fatalities caused by drowning.

#### FINANCIAL IMPACT

N/A

#### LEGAL NOTE

The Board has the authority to take action on this matter pursuant to Chapter 125, Florida Statutes.

#### RECOMMENDATION

It is recommended that the Board adopt the attached resolution proclaiming May 2023 as Water Safety Month in Hernando County.

#### REVIEW PROCESS

Pamela Hare	Approved	04/17/2023 10:25 AM
Heidi Kurppe	Approved	04/18/2023 1:05 PM
Scott Herring	Approved	04/18/2023 1:51 PM
Jeffrey Rogers	Approved	04/18/2023 4:33 PM
Colleen Conko	Approved	04/24/2023 12:49 PM



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

**RESOLUTION 2023 –**

**WHEREAS**, Hernando County recognizes the importance of water safety for all residents and visitors to Hernando County; and

**WHEREAS**, residents and visitors enjoy our natural water sources as well as residential and public swimming pools; and

**WHEREAS**, drowning is the leading cause of unintentional death for children ages 1-4 in Florida (Water Smart Florida); and

**WHEREAS**, according to the Centers for Disease Control and Prevention an average of eleven fatal drownings occurs daily and twenty-two non-fatal drownings occur in our country; and

**WHEREAS**, each resident and visitor play a vital role in preventing drownings and water emergencies; and

**WHEREAS**, using a multilayered approach to prevent drownings is recommended. These layers include water safety education for all; effective supervision; the use of pool fences, barriers, and alarms; high quality swim lessons; usage of US Coast Guard approved life jackets while in or near open water; and all caregivers to be aware of how to perform CPR and what to do in an emergency; and

**WHEREAS**, Water Safety is an opportunity to promote water safety and education on the importance of drowning prevention and water related injuries.

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

**SECTION 1.** The Board of County Commissioners hereby proclaim May 2023 as **WATER SAFETY MONTH** in Hernando County.

**SECTION 2.** The Board of County Commissioners encourages residents to take precautions and reduce hazards to prevent future child fatalities caused by drowning.

**ADOPTED** in Regular Session this 9<sup>th</sup> day of May 2023, A.D.

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

Attest:

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

\_\_\_\_\_  
John Allocco  
Chairman

\_\_\_\_\_  
Jerry Campbell  
Commissioner

\_\_\_\_\_  
Elizabeth Narverud  
Vice Chairman

\_\_\_\_\_  
Brian Hawkins  
Commissioner

\_\_\_\_\_  
Steve Champion  
Second Vice Chairman



## Board of County Commissioners

### AGENDA ITEM

Meeting: 05/09/2023  
Department: Tourist Development  
Prepared By: Tammy Heon  
Initiator: Tammy Heon  
DOC ID: 12127  
Legal Request Number:  
Bid/Contract Number:

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#### TITLE

Resolution Proclaiming May 7, 2023, Through May 13, 2023, as National Travel and Tourism Week

#### BRIEF OVERVIEW

The attached resolution recognizes how the travel industry is and will continue to be an essential part of Hernando County's economy. We will celebrate National Travel and Tourism Week during May 7, 2023, through May 13, 2023.

#### FINANCIAL IMPACT

N/A

#### LEGAL NOTE

The Board has the authority to act on this matter pursuant to Chapter 125, Florida Statutes.

#### RECOMMENDATION

It is recommended the Board adopt the resolution proclaiming May 7, 2023, through May 13, 2023, as National Travel and Tourism Week in Hernando County.

#### REVIEW PROCESS

Tammy Heon	Approved	04/19/2023	3:02 PM
Valerie Pianta	Approved	04/19/2023	3:39 PM
Pamela Hare	Approved	04/20/2023	1:48 PM
Heidi Kurppe	Approved	04/20/2023	2:17 PM
Scott Herring	Approved	04/20/2023	3:39 PM
Jeffrey Rogers	Approved	04/23/2023	10:37 PM
Colleen Conko	Approved	04/24/2023	8:36 AM



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

**RESOLUTION 2023 –**

**WHEREAS**, the travel industry fuels every industry and is an essential part of Hernando County, Florida’s economy, development and workforce; and

**WHEREAS**, travel is an economic powerhouse for every state and destination across the country, with an economic output of \$2.6 trillion in 2022, supporting 14.5 million American jobs; and

**WHEREAS**, travel spending supports vibrant and safe communities in Hernando County, Florida and across the United States by generating \$84 billion in state and local tax revenues to support essential services, such as education, emergency response, public safety and more; and

**WHEREAS**, tourism generated \$231.8 million in visitor spending in Hernando County in FY 2021, supporting 4,479 jobs and paying \$39 million in wages; and

**WHEREAS**, tourism generating \$265.4 million in total business spending and generated \$27.4 million in state and local taxes, and \$15.9 million federal taxes in FY 2021; and

**WHEREA**, the travel industry’s success will continue to grow Hernando County’s economy and workforce, since, prior to the pandemic, small businesses accounted for 60% of leisure and hospitality employment; and

**WHEREAS**, travel is an essential industry, and we must continue to communicate that growing travel leads to economic growth, benefits businesses and fosters mutual understanding.

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

**SECTION 1.** The Board of County Commissioners hereby proclaim May 7-13, 2023 as **NATIONAL TRAVEL AND TOURISM WEEK** in Hernando County.

**SECTION 2.** The Board of County Commissioners hereby urges its citizens to join in this special observance with appropriate events and commemorations.

**ADOPTED** in Regular Session this 9<sup>th</sup> day of May 2023, A.D.

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

Attest:

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

\_\_\_\_\_  
John Allocco  
Chairman

\_\_\_\_\_  
Jerry Campbell  
Commissioner

\_\_\_\_\_  
Elizabeth Narverud  
Vice Chairman

\_\_\_\_\_  
Brian Hawkins  
Commissioner

\_\_\_\_\_  
Steve Champion  
Second Vice Chairman





## AGENDA ITEM

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### TITLE

Resolution Proclaiming May 21, 2023, Through May 27, 2023, as National Public Works Week

### BRIEF OVERVIEW

The American Public Works Association (APWA) has announced “Connecting the World Through Public Works” as the theme for the 2023 National Public Works week. The theme challenges our citizens and civic organizations to acquaint themselves with the superheroes that lie within each and every public works organization. Public Works employees are always ready to serve their communities, and are resilient as ever in their abilities to pick themselves up off the ground after encountering challenges.

The theme this year encourages Public Works Departments and their citizens, civic leaders, and children in Hernando County to gain knowledge of and to maintain a progressive interest and understanding of the importance of public works and their programs in their respective communities and to think about their communities as a symphony of essential services working in concert to create a great place to live.

In celebration of Public Works Week, the Public Works Department, in conjunction with Utilities and Fleet, held our Second Annual Touch-A-Truck event on April 1, 2023. Pictures from the event are attached.

It is recommended that the Board adopt the attached resolution proclaiming May 21-27, 2023, as Public Works Week in Hernando County.

### FINANCIAL IMPACT

There is no financial impact associated with the recommended action.

### LEGAL NOTE

The Board has the authority to act on this matter pursuant to Chapter 125, Florida Statutes.

### RECOMMENDATION

It is recommended the Board adopt the attached resolution proclaiming May 21-27, 2023, as Public Works Week in Hernando County

### REVIEW PROCESS

Scott Herring	Approved	04/12/2023 4:50 PM
Elaine Singer	Approved	04/13/2023 7:16 AM
Toni Brady	Approved	04/13/2023 1:52 PM
Pamela Hare	Approved	04/17/2023 10:27 AM
Heidi Kurppe	Approved	04/18/2023 11:54 AM
Jeffrey Rogers	Approved	04/18/2023 12:32 PM
Colleen Conko	Approved	04/18/2023 4:26 PM

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

**RESOLUTION 2023 –**

**WHEREAS**, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of Hernando County, Florida; and

**WHEREAS**, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, public buildings, and other structures and facilities essential for our citizens; and

**WHEREAS**, it is in the public interest for the citizens, civic leaders and children in Hernando County, Florida to gain knowledge of and to maintain a progressive interest and understanding of the importance of public works and public works programs in their respective communities; and

**WHEREAS**, the support of an understanding and informed public is vital to the efficient operation of public works systems and programs including roads, bridges, stormwater, traffic, aquatic services, facilities maintenance, code enforcement and engineering to provide these essential services to our citizens; and

**WHEREAS**, Public Works provides the harmony needed for collaboration with all stakeholders in capital projects, infrastructure solutions, and quality of life services; and

**WHEREAS**, the health, safety and comfort of this community greatly depends on these facilities and services; and

**WHEREAS**, the quality and effectiveness of these facilities, as well as their planning, design, and construction, is vitally dependent upon the efforts and skills of public works officials; and

**WHEREAS**, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding the importance of the work they perform; and

**WHEREAS**, this year's national **PUBLIC WORKS WEEK**, theme, "Connecting the World Through Public Works", calls upon all citizens and civic organizations to acquaint themselves with the superheroes that lie within each and every public works professional. They are always "READY" to serve their communities and "RESILIENT" as ever in their abilities to pick themselves up off the ground after encountering challenges.

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

**SECTION 1.** The Board of County Commissioners hereby proclaim the week of May 21-27, 2023, as **PUBLIC WORKS WEEK** in Hernando County.

**SECTION 2.** The Board of County Commissioners call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing public works and to recognize the contributions which public works officials make every day to our health, safety, comfort, and quality of life.

**ADOPTED** in Regular Session this 9th day of May 2023, A.D.

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

Attest:

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

\_\_\_\_\_  
John Allocco  
Chairman

\_\_\_\_\_  
Jerry Campbell  
Commissioner

\_\_\_\_\_  
Elizabeth Narverud  
Vice Chairman

\_\_\_\_\_  
Brian Hawkins  
Commissioner

\_\_\_\_\_  
Steve Champion  
Second Vice Chairman





HERNANDO COUNTY  
DEPARTMENT OF PUBLIC WORKS

# TOUCH-A-TRUCK

Saturday, April 1st  
9am-1pm

Department of Public Works

1525 E. Jefferson St., Brooksville, FL 34601

## Connecting The World Through Public Works

In honor of National Public Works Week, Hernando County Government's Department of Public Works is hosting a free Touch-A-Truck event for the community. Bring the whole family out for some fun and learn more about the awesome trucks and equipment that Department of Public Works, Fleet Management, and Utilities Department use on a daily basis. Hear from staff and learn about Hernando County Stormwater Management, Department of Public Works, the adopt a road program, and so much more!



[www.HernandoCounty.us](http://www.HernandoCounty.us)



## OFFICE OF PUBLIC INFORMATION

15470 FLIGHT PATH DRIVE ♦ BROOKSVILLE, FLORIDA 34604  
P 352.540.6426 ♦ C 352.277.1069 ♦ W [www.HernandoCounty.us](http://www.HernandoCounty.us)

### John Anthony Cancel

Video Production Assistant  
Hernando County Government  
15470 Flight Path Dr.  
Brooksville, FL 34604

**Office:** (352) 540-6426

**Cell:** (352) 667-1352

[PublicInformation@HernandoCounty.us](mailto:PublicInformation@HernandoCounty.us)

[www.HernandoCounty.us](http://www.HernandoCounty.us)

### MEDIA RELEASE

March 16, 2023

### Hernando County Government's Department of Public Works Hosts Second Annual Touch-A-Truck Event

*Free Family Fun Event Featuring Trucks, Equipment, and So Much More*

**(Brooksville, FL)** – Hernando County Government's Department of Public Works (DPW) is hosting the second annual Touch-A-Truck event on Saturday, April 1, 2023 from 9am-1pm. If you are looking for a fun and free event to bring the family to or if you want the opportunity to learn about the awesome trucks and equipment that the Department of Public Works, Fleet Management, and Utilities Department use on a daily basis then the Touch-A-Truck event is a fantastic option to consider. Hear from staff about Hernando County Stormwater Management, DPW, the Adopt-A-Road program, and so much more! The theme for this year's event is "Connecting the World Through Public Works."

### Event Information

**Date:** Saturday, April 1, 2023

**Time:** 9am-1pm

**Location:** Department of Public Works  
(1525 E. Jefferson St., Brooksville, FL 34601)

This event is in honor of National Public Works Week, May 21, 2023 through May 27, 2023.



For additional information please contact the  
Department of Public Works office at (352) 754-4060.

###

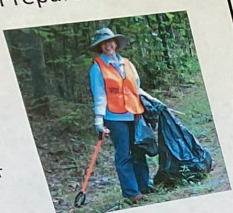








## Be Prepared



- Work Conditions
- Safety Briefing
- Vests
- Car Pool
- Post Signs
- Traffic Safety
- Juvenile Supervision
- Headphones
- Alcohol or Drugs
- Constricted Areas or Construction Zones

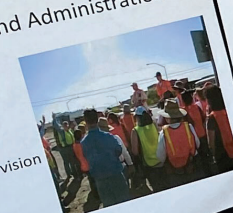
## Safety



## Procedures

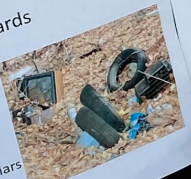
- Avoid touching litter
- Fill bags only 2/3 full
- Tie bags securely
- Secure storage
- Home pickup
- Special pickup
- Submit report

## Supervision and Administration



- Agreement
- Liability Waiver
- Group Leader
- Safety Training
- Juvenile Supervision
- Pick-up
- Reports

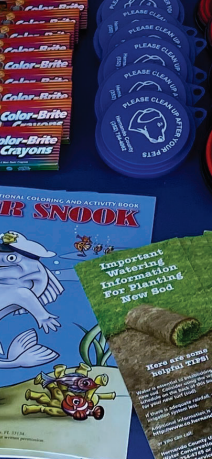
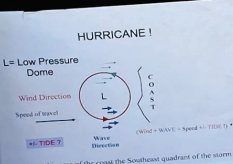
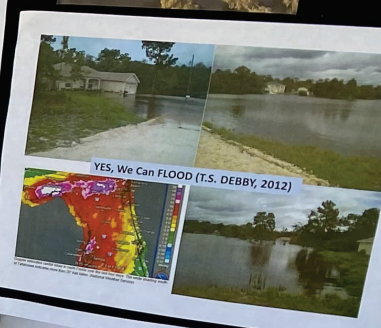
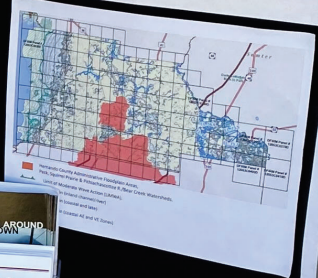
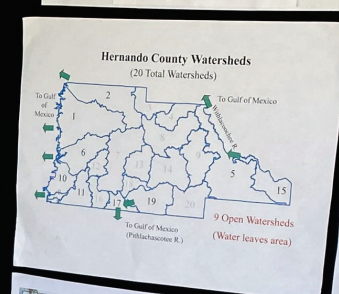
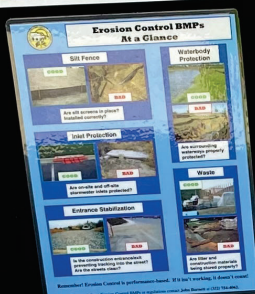
## Hazards



- Hazardous Material
- Suspicious Material
- Heavy Objects
- Dead Animals
- Wildlife
- Poison Ivy and Briars
- Insecticide Zones

Hernando County Stormwater Management  
(353) 754-4062

- Be Safe
- Have Fun
- Take Pride







HERNANDO COUNTY  
ADAPT-A-ROAD PROGRAM  
STORMWATER

ADOPT-A-ROAD  
Your Name Here  
KEEP HERNANDO  
LITTER FREE

Please  
Clean Up  
After  
Your Pet









04/01/2023 07:19





## Board of County Commissioners

### AGENDA ITEM

Meeting: 05/09/2023  
Department: Building  
Prepared By: Cindy Garner  
Initiator: Aaron Pool  
DOC ID: 12089  
Legal Request Number: 2023-191-1  
Bid/Contract Number:

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#### TITLE

Discharge of Special Master Order and Satisfaction of Lien for Ada Matos

#### BRIEF OVERVIEW

Ada Matos, Case # 313234, \$1045.97 (\$232.84 interest); Bk 3438 Pg. 1732

#### FINANCIAL IMPACT

The payment of \$1045.97 was disbursed to the following accounts:  
4611-3220001-Permits-\$753.13; 4611-3540020 County Attorney-\$60.00;  
4611-3611000-Interest \$232.84.

#### LEGAL NOTE

The Board is authorized to act on this matter pursuant to Chapter 125, Florida Statutes.

#### RECOMMENDATION

It is recommended that the Board approve and authorize the Chairman's signature on the attached discharge of order and satisfaction of lien after which it will be recorded in Official Records.

#### REVIEW PROCESS

Dennis O'Keefe	Approved	04/17/2023 7:38 AM
Toni Brady	Approved	04/17/2023 11:39 AM
Pamela Hare	Approved	04/17/2023 12:18 PM
Kyle Benda	Approved	04/17/2023 1:23 PM
Heidi Kurppe	Approved	04/18/2023 1:08 PM
Scott Herring	Approved	04/18/2023 1:50 PM
Jeffrey Rogers	Approved	04/18/2023 2:49 PM
Colleen Conko	Approved	04/18/2023 3:49 PM

3/2  
3/2  
R Bm462  
CAC

BEFORE THE SPECIAL MASTER  
IN AND FOR HERNANDO COUNTY, FLORIDA

INSTR #2017008084 BK: 3438 PG: 1732 Page 1 of 3  
FILED & RECORDED 2/13/2017 11:08 AM TT Deputy Clk  
Don Barbee Jr, HERNANDO County Clerk of the Circuit Court  
Rec Fees: \$27.00

HERNANDO COUNTY  
DEVELOPMENT DEPARTMENT,  
Plaintiff,

vs.

Case No. 313234

ADA MATOS,  
Defendant.

SPECIAL MASTER'S ORDER

THIS MATTER came before the Special Master for hearing on December 7, 2016, after notice to the Defendant, on Citation #BD-5675 issued by the Plaintiff, HERNANDO COUNTY DEVELOPMENT DEPARTMENT, CONTRACTOR CERTIFICATION DIVISION, 789 Providence Blvd., Brooksville, Florida 34601, to the Defendant, ADA MATOS, 8430 Madrid Rd., Weeki Wachee, FL 34613. The citation was mailed to the Defendant by certified mail, return receipt requested and was signed for at the Defendant's address. The Defendant, being duly informed and advised, failed to appear for the hearing. The Plaintiff was represented by GARTH C. COLLIER, ESQ., Hernando County Attorney. Proceedings were had in the absence of the Defendant.

The Special Master heard the testimony of Hernando County Contractor Licensing Field Investigator, JANE BROWN.

Upon **CONSIDERATION**, the Special Master finds as follows:

A. Upon testimony and evidence presented, by the testimony of Hernando County Building Department Contractor Licensing Investigator, Jane Brown, on March 5, 2015 Investigator Brown received an anonymous telephone call regarding the conversion of a garage to living area four years prior and of a room addition at the rear of the house at 8430 Madrid Rd., Weeki Wachee, Hernando County, Florida. On March 6, 2015 Investigator Brown inspected the rear of the Defendant's house from property off of a utility easement. Investigator Brown testified that it was clear there was a rear room addition to the house from converting and enclosing a porch. On September 15, 2015 Investigator Brown gained access to the inside of the dwelling. She looked at the garage conversion and the porch conversion. Regarding the porch it was apparent that electricity had been added; there were electrical outlets and ceiling fans in the room. The garage area was dark and Investigator Brown was unable to determine if there had been electrical work but walls had been petitioned. Investigator Brown testified that the Defendant contacted a drafting company who would only draw plans for the garage conversion. They would not draw "as built" plans for the porch. Investigator Brown testified that the Defendant was unclear about who did the work but he was paid in cash.



Officer Brown testified that she has tried to work with the Defendant but there has now been no further action taken to bring this matter into compliance.

**UPON THESE FINDINGS, it is therefore ORDERED:**

1. Regarding Citation #BD-5675 and the charge of commencing or performing work for which a building permit is required by state or local law without such permit being in effect, to wit: Conversion of a garage and porch to living space on property located at 8430 Madrid Rd., Weeki Wachee, Hernando County, Florida, the Defendant, ADA MATOS 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) The Defendant is hereby granted 72 hours to have a licensed electrician disconnect all electricity from the porch conversion and any electrical service added to the garage. In the event the Defendant fails to have this electrical service disconnected the Hernando County Building Department shall cause the Defendant's electric meter to be pulled and all electrical service disconnected to the entire house.

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 Development Department in the amount of \$189.84, on behalf of the County Attorney in the amount of \$60.00, and mail costs in the amount of \$26.29, payable to the Hernando County Development Department.

3. **The total of penalties and costs due and payable to the Plaintiff, Hernando County Development Department, 789 Providence Blvd., Brooksville, Florida 34601 is \$776.13. 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.

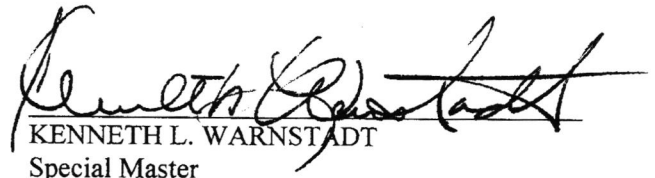
**REQUESTS FOR FURTHER REVIEW** shall be addressed as follows:

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.

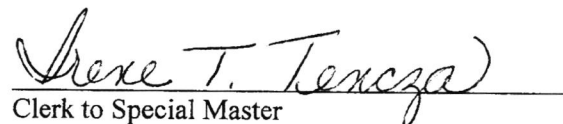
DONE AND ORDERED at Brooksville, Hernando County, Florida this 8<sup>th</sup> day of December, 2016.

  
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 ADA MATOS 8430 Madrid Rd., Weeki Wachee, FL 34613 and by Courthouse Mail to Hernando County Development Dept., Contractor Certification Division, 789 Providence Blvd., Brooksville, Florida 34601 on December, 9, 2016.

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.

  
Clerk to Special Master

Record Custodian: Irene T. Tencza  
Print Name: Irene T. Tencza Date: 2-3-2017  
Hernando County Government, Brooksville, FL  
Department/Office: County Attorney's Office

789 PROVIDENCE BLVD  
BROOKSVILLE FL. 34601

PHONE (352) 754-4165

R E C E I P T

ISSUING AGENCY: BUILDING DIVISION  
CITATION NUMBER: 5675 - BD CASE NUMBER: 313234  
NAME: MATOS ADA  
ADDRESS: 8430 MADRID RD  
CITY ST ZIP: WEEKI WACHEE  
DATE: 09/15/16 SEQ: 1 CHAPTER: 8 ARTICLE: II FL SECTION: 46 (5) I  
VIOLATION: 09/15/16

0

PAGE

PERMITTING

VIOLATION DESCRIPTION  
PERMITTING

DESCRIPTION	AMOUNT
BLDG COUNTY ATTORNEY FE	60.00
BD RECORDING FEE	27.00
BD SATISFACTION FEE	10.00
BD MISC REVENUE	26.29
LIC - ADMIN CITATIONS	500.00

DATE: 03/27/23 PAID BY: FIRST TITLE SOURCE LLC

RCPT# 13471448 BATCH #: 032723DS  
CREDIT CARD: CASH:

CHECK:	\$1045.97
TOTAL PAID:	\$1045.97
TOTAL BAL DUE:	\$0.00

Hardcopy requested by:

User : CGARNER

Station: BCC11336

Date : 2023-03-31 10:28:48

Cindy Garner

File Edit Select Macros Options About

SMCHS | RQuery | Report Management | Start Report | Report messages/Requests | Users |

**SPECIAL MASTERS CHARGES SEARCH**

FUNCTION	DATA	ACTION	RETURN
AGENCY	BD BUILDING DIVISION	STATUS PAID LIEN	
CITATION	5675 - BD	CASE NUMBER	313234
OFFICER BADGE NUM	1107 BROWN JANE A		
NAME	MATOS ADA		
ADDRESS	8430 MADRID RD		

DUE DATE	VIO	FUND	DESCRIPTION	CHG SEQ	CHARGE	PAYMENT
01/08/2017	01	0051	BLDG COUNTY ATTORNEY FEES	01	60.00	60.00
01/08/2017	01	0053	BD RECORDING FEE	01	27.00	27.00
01/08/2017	01	0054	BD SATISFACTION FEE	01	10.00	10.00
01/08/2017	01	0055	BD SM INTEREST	01	232.84	232.84
01/08/2017	01	0056	BD MISC REVENUE	01	26.29	26.29
01/08/2017	01	0080	LIC - ADMIN CITATIONS	01	500.00	500.00
01/08/2017	01	0081	LIC - ADMIN FINES	01	189.84	189.84

0.\*

60.\*

27.\*

10.\*

232.84+

26.29+

500.\*

189.84+

1,045.97\*

← county attny

← interest



**DISCHARGE OF ORDER AND  
SATISFACTION OF LIEN**

For Recording Use Only Above Line

**WITNESSETH** that the Hernando County Board of County Commissioners hereby discharges and releases that certain Order in the amount of \$1,045.97 (interest included) Case No. 313234, filed on 02/13/2017 by Hernando County, against Ada Matos, as recorded in Official Records Book 3438 Page No. 1732, in the Public Records of Hernando County, Florida.

*Mailing Address: 8430 Madrid Rd., Weeki Wachee, Florida 34613*

**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 \_\_\_\_\_, 2023.

**HERNANDO COUNTY BOARD OF COUNTY  
COMMISSIONERS**

\_\_\_\_\_  
John Allocco, Chairman

**ATTEST:**

\_\_\_\_\_  
Douglas A. Chorvat Jr, Clerk of the Circuit Court

Approved for Form and Legal Sufficiency:

By:   
County Attorney's Office

COUNTY OF HERNANDO

STATE OF FLORIDA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2023, by John Allocco, 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: Cindy Garner  
789 Providence Blvd.  
Brooksville, FL 34601





## Board of County Commissioners

### AGENDA ITEM

Meeting: 05/09/2023  
Department: Code Enforcement  
Prepared By: Laura Simmons  
Initiator: Aaron Pool  
DOC ID: 12041  
Legal Request Number: 23-169  
Bid/Contract Number:

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#### TITLE

Discharges of Orders and Satisfactions of Sheriff's Office Special Master Liens for Nicole L. Cantley and Dakota W. Carter

#### BRIEF OVERVIEW

Discharge of Order and Satisfaction of Lien documents are attached for persons who have satisfied liens imposed by the Special Master for certain code violations.

These documents require Board approval to release the lien, the Chairman's signature upon the Order and the document to be recorded in the Official Records. The County received satisfaction for the liens in the amount of \$725.77.

#### FINANCIAL IMPACT

Total Discharge and Satisfaction Receipt = \$725.77 - Allocated as follows: Fines and Forfeits Revenue = \$500.00 (General Fund #0011, Dept #01531, Revenue Account #3540020 Viol Ord-SP Mstr/Code Enf), Cert. Mail & Fees = \$102.46 (General Fund #0011, Dept #01531 Account #3699000 Misc. Revenue), Satisfaction Recording Fees = \$20.00 (General Fund #0011, Dept #01531 Expense Account #5304923 Fees/Costs-Filing Fees), Interest = \$131.79 (General Fund #0011, Dept #01531 Account #3611000 Interest-Operating).

#### LEGAL NOTE

Pursuant to Chapter 125, Florida Statutes, the Board has authority to take the recommended action.

#### RECOMMENDATION

It is recommended that the Board approve the attached Discharge of Order and Satisfaction of Lien documents, authorize the Chairman's signature upon them, and authorize their recordation into the Official County Records.

#### REVIEW PROCESS

Frank McCabe	Approved	03/29/2023 7:15 AM
Aaron Pool	Approved	03/29/2023 3:11 PM
Toni Brady	Approved	03/30/2023 7:44 AM
Pamela Hare	Approved	03/30/2023 9:11 AM
Kyle Benda	Approved	03/30/2023 9:50 AM
Heidi Kurppe	Approved	03/30/2023 9:57 AM
Tobey Phillips	Approved	03/30/2023 10:05 AM
Jeffrey Rogers	Approved	04/01/2023 11:25 PM
Colleen Conko	Approved	04/04/2023 4:25 PM

**DISCHARGE OF ORDER AND  
SATISFACTION OF LIEN**

-For Recording Use Only Above Line-

**WITNESSETH** that the Hernando County Board of County Commissioners hereby discharges and releases that certain Order, in the amount of \$64.44, Case No. 19-0945, Notice(s) to Appear 52925 filed on June 5, 2020 by Hernando County, as issued through its appointed Special Master, against **NICOLE L. CANTELY**, as recorded in Official Records Book 3647, Page 1739, in the Public Records of Hernando County, Florida.

Mailing Address: 1264 GATEWOOD AVE., SPRING HILL, FL 34608

**FURTHER**, that the lien provided for in said Order for violation(s) of PARKING IN A HANDICAPPED ZONE WITHOUT A HANDICAPPED PERMIT IN FRONT OF 1245 KASS CIRCLE, SPRING HILL, HERNANDO COUNTY, FLORIDA 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 \_\_\_\_\_, 2023.

**HERNANDO COUNTY BOARD OF COUNTY  
COMMISSIONERS**

\_\_\_\_\_  
John Allocco, 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 \_\_\_\_\_ 2023, by John Allocco, 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)

**DISCHARGE OF ORDER AND  
SATISFACTION OF LIEN**

\_\_\_\_\_  
-For Recording Use Only Above Line-

**WITNESSETH** that the Hernando County Board of County Commissioners hereby discharges and releases that certain Order, in the amount of \$464.04, Case No. 17-0436, Notice(s) to Appear 238286-C filed on November 17, 2017 by Hernando County, as issued through its appointed Special Master, against **DAKOTA W. CARTER**, as recorded in Official Records Book 3526, Page 271, in the Public Records of Hernando County, Florida.

Mailing Address: 7120 IMOGENE LANE, BROOKSVILLE, FL 34601

**FURTHER**, that the lien provided for in said Order for violation(s) of POSSESSING ALCOHOL ON THE WEEKI WACHEE RIVER, HERNANDO COUNTY, FLORIDA 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 \_\_\_\_\_, 2023.

**HERNANDO COUNTY BOARD OF COUNTY  
COMMISSIONERS**

\_\_\_\_\_  
JOHN ALLOCCO, 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 \_\_\_\_\_ 2023, by JOHN ALLOCCO, 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)

## Code Enforcement Discharge of Order and Satisfaction of Lien

LR #: 23-169

Agenda ID: 12041

Defendant	Case No.	Total Fines 3540020	Invest/ Admin Costs 3540020	County Attorney Fee 3540020	Certified Mail Costs 3699000	Order Total	Record Fees 3699000	Satisfact ion Fee 5304923	Interest 3611000	Total Paid
NICOLE L. CANTELY	19-0945-52925	\$50.00	\$0.00	\$0.00	\$14.44	\$64.44	\$18.50	\$10.00	\$ 9.28	\$102.22
DAKOTA W. CARTER	17-0436-238286-C	\$250.00	\$140.00	\$60.00	\$14.04	\$464.04	\$27.00	\$10.00	\$122.51	\$623.55
	-									
	-									
	-									
	-									
	-									
<b>TOTALS</b>		<b>\$ 300.00</b>	<b>\$140.00</b>	<b>\$60.00</b>	<b>\$28.48</b>	<b>\$528.48</b>	<b>\$45.50</b>	<b>\$ 20.00</b>	<b>\$131.79</b>	<b>\$725.77</b>
<b>Financial Impact</b>			<b>\$500.00</b>			<b>\$102.46</b>		<b>\$20.00</b>	<b>\$131.79</b>	<b>\$725.77</b>

*Michelle Simmons*

Prepared by: Michelle Simmons Admin. Asst.

Approved by: Frank McCabe, Code Enforcement Supervisor



## Board of County Commissioners

### AGENDA ITEM

Meeting: 05/09/2023  
Department: Code Enforcement  
Prepared By: Laura Simmons  
Initiator: Frank McCabe  
DOC ID: 12067  
Legal Request Number: 23-181  
Bid/Contract Number:

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#### TITLE

Satisfaction of Code Enforcement Public Nuisance Abatement Special Assessment Liens for Rebecca M. Hendry

#### BRIEF OVERVIEW

Code Enforcement has received payment of the attached public nuisance abatement special assessment liens.

#### FINANCIAL IMPACT

Total Satisfaction Receipts = \$1,952.95 - Allocated as follows: Cost Incurred to Remedy = \$486.02 (Revenue: General Fund 0011 - Account #1150015 Acct Rec Property Maintenance) Recording Fees = \$20.00 (Expense: General Fund #0011 - Dept #01531 - Account 5304923 Fees/Costs-Filing Fees) Property Maint Revenue = \$730.00 (Revenue: General Fund #0011, Dept #01531, Account #3439010 Fees - Property Maint) Interest = \$696.93 (General Fund #0011, Dept #01531 Account #3611000 Interest-Operating).

#### LEGAL NOTE

Pursuant to Chapter 125, Florida Statutes, the Board has the authority to take the recommended action.

#### RECOMMENDATION

It is recommended the Board approve and authorize the Chairman's signature on the attached satisfactions of liens and authorize staff to record them in the Official Records.

#### REVIEW PROCESS

Frank McCabe	Approved	03/29/2023 10:52 AM
Aaron Pool	Approved	03/29/2023 3:11 PM
Toni Brady	Approved	03/30/2023 7:45 AM
Pamela Hare	Approved	03/30/2023 9:08 AM
Kyle Benda	Approved	03/30/2023 9:49 AM
Heidi Kurppe	Approved	03/30/2023 9:53 AM
Tobey Phillips	Approved	03/30/2023 9:56 AM
Jeffrey Rogers	Approved	04/01/2023 11:27 PM
Colleen Conko	Approved	04/04/2023 4:28 PM

## SATISFACTION OF LIEN

-For Recording Use Only Above Line-

WITNESSETH THAT THE lien in the sum of \$856.02 filed by the HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS dated April 28, 2017, and recorded in Official Record Book 3473, Page 277, of the Public Records of Hernando County, Florida, against the following described real property:

4441 COLLINS ROAD, HERNANDO COUNTY, FLORIDA, KEY #324713  
SPRING HILL UNIT 25 BLK 1699 LOT 7 ORB 333 PG 932  
CASE 324759, LIEN 327104, TRASH AND DEBRIS

Owner's name: REBECCA M. HENDRY  
Mailing address: PO BOX 280284 TAMPA FL 33682-0284

has been released 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 \_\_\_\_\_, 2023.

**HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS**

**STATE OF FLORIDA  
COUNTY OF HERNANDO**

\_\_\_\_\_  
John Allocco, Chairman

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2023, by John Allocco, 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)

**ATTEST:**

\_\_\_\_\_  
Douglas A. Chorvat, Jr., Clerk of the Circuit Court

**Approved for Form and Legal Sufficiency:**

By \_\_\_\_\_  
County Attorney's Office



## SATISFACTION OF LIEN

-For Recording Use Only Above Line-

WITNESSETH THAT THE lien in the sum of \$380.00 filed by the HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS dated March 27, 2018, and recorded in Official Record Book 3578, Page 1200, of the Public Records of Hernando County, Florida, against the following described real property:

4441 COLLINS ROAD, HERNANDO COUNTY, FLORIDA, KEY #324713  
SPRING HILL UNIT 25 BLK 1699 LOT 7 ORB 333 PG 932  
CASE 329369, LIEN 332817, OVERGROWN LOT

Owner's name: REBECCA M. HENDRY  
Mailing address: PO BOX 280284 TAMPA FL 33682-0284

has been released 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 \_\_\_\_\_, 2023.

**HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
John Allocco, Chairman

**ATTEST:**

\_\_\_\_\_  
Douglas A. 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 \_\_\_\_ day of \_\_\_\_\_, 2023, by John Allocco, 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)

HERNANDO COUNTY CODE ENFORCEMENT DEPARTMENT  
PUBLIC NUISANCE LIEN  
**SATISFACTIONS**

LS#: 12067

LR 23-181

Property Address	Parcel Key #	CEF Case	Lien #	Initial Admin Lien Fee 3139010	Cost Incurred to Remedy 1150015	Add'l Insp Fees 3439010	Late Fee & \$25 Surcharge 3439010	Record Fee 5304923	Lien Amount	Interest 3611000	Satisfaction Fee 5304923	Total Paid
4441 COLLINS ROAD	324713	324759	327104	\$185.00	\$456.02	\$100.00	\$105.00	\$10.00	\$856.02	\$505.18	\$10.00	\$1,371.20
4441 COLLINS ROAD	324713	329369	332817	\$185.00	\$30.00	\$50.00	\$105.00	\$10.00	\$380.00	\$191.75	\$10.00	\$581.75
TOTAL				\$ 370.00	\$ 486.02	\$ 150.00	\$ 210.00	\$ 20.00	\$1,236.02	\$ 696.93	\$ 20.00	\$1,952.95
Financial Impact												
Financial Impact					730.00				\$40.00			1,952.95

Prepared by: Michelle Simmons

Michelle Simmons, Administrative Assistant III

Approved by: \_\_\_\_\_

Frank McCabe, Code Enforcement Supervisor





## Board of County Commissioners

### AGENDA ITEM

Meeting: 05/09/2023  
Department: Landfill  
Prepared By: Michaela Gambrel  
Initiator: Scott Harper  
DOC ID: 12086  
Legal Request Number: 2023 189 1  
Bid/Contract Number:

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#### TITLE

Satisfaction of Interim Disposal Special Assessment Lien for Curtis W. Cole and Alexis W. Cole

#### BRIEF OVERVIEW

The Solid Waste Division received payment to satisfy the following Interim Disposal Special Assessment Liens:

- Curtis W Cole  
Alexis Cole  
15531 Stone House Drive  
Key #1756031

#### FINANCIAL IMPACT

Account No. 4411 5304923 - Cost of Recording/Filing Fees-\$10.00. 4411 1210906 - Interim Assessment Revenue \$147.66 and Account No. 4411 3611000 - Interest Revenue \$76.29, total amount of satisfactions on the one (1) lien is \$223.95.

#### LEGAL NOTE

The Board is authorized to proceed in accordance with Chapter 125, Florida Statutes.

#### RECOMMENDATION

It is recommended that the Board approve and authorize the Chairman's signature on the attached satisfactions of liens.

#### REVIEW PROCESS

Brooks Ahrens	Approved	04/06/2023 1:41 PM
Scott Harper	Approved	04/10/2023 7:20 AM
Gordon Onderdonk	Approved	04/11/2023 9:35 AM
Toni Brady	Approved	04/11/2023 12:18 PM
Pamela Hare	Approved	04/11/2023 12:43 PM
Victoria Anderson	Approved	04/11/2023 12:48 PM
Heidi Kurppe	Approved	04/11/2023 1:04 PM
Tobey Phillips	Approved	04/11/2023 1:05 PM
Jeffrey Rogers	Approved	04/16/2023 10:05 PM
Colleen Conko	Approved	04/17/2023 11:27 AM

## SATISFACTION OF LIEN

WITNESSETH THAT THE lien in the sum of \$223.95 (\$147.66 Lien Filed & \$76.29 Interest), filed by the HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS dated the 12th day of December 2017 and recorded in O.R. Book 3539, Page 915, of the Public Records of Hernando County, Florida, against the following described real property:

15531 STONE HOUSE DRIVE, KEY #1756031  
TRILLIUM VILLAGE D  
BLK 29 LOT 41 HERNANDO COUNTY, FLORIDA

<i>Owner's name (on lien):</i>	CURTIS W COLE ALEXIS W COLE
<i>Mailing address:</i>	15531 STONE HOUSE DR BROOKSVILLE, FLORIDA 34604

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 9th day of May 2023.

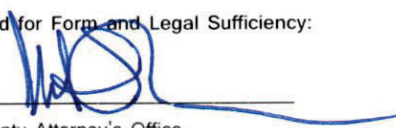
HERNANDO COUNTY BOARD OF COUNTY  
COMMISSIONERS

\_\_\_\_\_  
John Allocco, Chairman

ATTEST:

\_\_\_\_\_  
Douglas A. Chorvat, Jr., Clerk of the Circuit Court

Approved for Form and Legal Sufficiency:

By:   
County Attorney's Office

COUNTY OF HERNANDO  
STATE OF FLORIDA

The foregoing instrument was acknowledged before me by means of \_\_\_ physical presence or \_\_\_ online notarization, this \_\_\_\_ day of \_\_\_\_\_ 2023, by John Allocco, 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)



## AGENDA ITEM

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### TITLE

Satisfaction of Second Mortgage for Sandy Beiro and Socorro Beiro Through Neighborhood Stabilization Program Purchase Assistance Program

### BRIEF OVERVIEW

Sandy and Socorro Beiro, a married couple, secured a second mortgage under the Hernando County Neighborhood Stabilization Program Purchase Assistance Program on April 30, 2010, in the amount of \$50,000.

Borrowers receiving the Neighborhood Stabilization Program (NSP) purchase assistance and/or rehabilitation assistance funds are required to sign a repayment agreement. Terms of the repayment agreement signed by Sandy and Socorro Beiro require the borrowers to pay back 100% of the NSP funds if they sell, transfer, no longer occupy, rent or refinance the property within the affordability period.

Sandy and Socorro Beiro sold their home before the affordability period expired and the Hernando County NSP Purchase Assistance Program received payment in the amount of \$50,010.00. \$50,000 was received for the total payoff amount plus \$10.00 for the cost of recording the satisfaction of mortgage. The check was forwarded to the Finance Department for deposit and use on a NSP eligible activity.

Health and Human Services is requesting that the Board satisfy the second mortgage under Hernando County, Florida NSP Purchase Assistance Program.

### FINANCIAL IMPACT

Funds to pay for cost of recording the satisfaction of mortgage in the amount of \$ 10.00 is available in Account #0011-35089-5304924 General Fund-HHS/DCA CDBG NSP3 Program.

### LEGAL NOTE

The Board has the authority to take action on this matter pursuant to Chapter 125, Florida Statutes.

### RECOMMENDATION

It is recommended that the Board approve and authorize the Chairman's signature on the attached satisfaction of mortgage for Sandy and Socorro Beiro.

### REVIEW PROCESS

Veda Ramirez	Approved	04/05/2023 11:34 AM
Helen Gornes	Approved	04/06/2023 9:17 AM
Shaun Kusnierczak - FYI	Notified - FYI	04/06/2023 9:17 AM
Toni Brady	Approved	04/10/2023 9:32 AM
Pamela Hare	Approved	04/12/2023 2:51 PM

Victoria Anderson	Approved	04/12/2023	2:58 PM
Heidi Kurppe	Approved	04/13/2023	7:05 AM
Tobey Phillips	Approved	04/13/2023	7:58 AM
Jeffrey Rogers	Approved	04/18/2023	4:32 PM
Colleen Conko	Approved	04/19/2023	8:10 AM

2010034890

TRACEY 2751/1113



LT1-2-2010034890-1



LT2-2751-1113-6

1 HERNANDO COUNTY HEALTH AND Human Services  
 2 Neighborhood Stabilization Program (NSP)  
 3 20 N. Main Street Rm. 161  
 4 BROOKSVILLE, FL 34601



OFFICIAL RECORDS  
 BK: 2751 PG: 1113

## 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 30th day of April, 2010, between the Mortgagor(s),  
 (A married couple) Sandy & Socorro Beiro (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, Homestar Financial Corp. 848 Jesse Jewell Parkway,  
Gainesville, GA 30501 the Borrower has applied to the County for a NSP Purchase Payment Assistance Loan in the  
 amount of Fifty Thousand Dollars and 00/100 DOLLARS (\$50,000.00) (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 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 of Fifty Thousand Dollars and  
00/100 DOLLARS (\$50,000.00), which indebtedness is evidenced by the Borrower's Promissory Note dated April  
30th, 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 7, Block 783, Spring Hill Unit 12, According to the Plat Thereof, as Recorded in Plat Book 8, Pages 74-83,  
Inclusive, of The Public Records of Hernando County, Florida.

Which has an address of: 1032 Godfrey Ave. Spring Hill, FL 34609 (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; Homestar Financial  
Corp. 848 Jesse Jewell Parkway, Gainesville, GA 30501, and for other encumbrances of record. Borrower  
 covenants, represents and warrants to the County and its successors and assigns that Borrower will defend generally the

06/30/2010 12:34PM # Pages 6  
 Filed & Recorded in Official Records of  
 HERNANDO COUNTY CLERK OF COURT  
 KAREN NICOLAI

RECORDING FEES \$ 52.50  
 MORTGAGE DOC STAMP \$ 175.00  
 06/30/2010 Deputy Clk

INTANGIBLE TAX EXEMPT  
 06/30/2010 Deputy Clk

1 title to the Property against all claims and demands, subject to the mortgage lien of the First Mortgage and other  
2 encumbrances of record.

3 BORROWER FURTHER COVENANTS and agrees with the County as follows:

4 1. Payment. The Borrower shall promptly pay when due the indebtedness evidenced by the Note.

5 2. Prior Mortgages and Deeds of Trust; Charges; Liens. The Borrower shall perform all of the Borrower's  
6 obligations under the First Mortgage and any other mortgage, deed of trust or other security agreement with a lien which  
7 has priority over this Mortgage, including the Borrower's covenants to make payments when due. The Borrower shall  
8 pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which  
9 may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

10 3. Hazard Insurance. The Borrower shall keep the improvements now existing or hereafter erected on the  
11 Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as  
12 the County may require and in such amounts and for such periods as the County may require.

13 The insurance carrier providing the insurance shall be chosen by the Borrower subject to approval by the  
14 County; provided that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof  
15 shall be in a form acceptable to the County and shall include a standard mortgage clause in favor of, and in a form  
16 acceptable to the County. The County shall have the right to hold the policies and renewals thereof, subject to the terms  
17 of the First Mortgage and any other mortgage, deed of trust or other security agreement with a lien which has priority  
18 over this Mortgage.

19 In the event of loss, the Borrower shall give prompt notice to the insurance carrier and to the County. The  
20 County may make proof of loss if not made promptly by the Borrower.

21 If the Property is abandoned by the Borrower, or if the Borrower fails to respond to the County within thirty  
22 (30) days from the date notice is mailed by the County to the Borrower that the insurance carrier offers to settle a claim  
23 for insurance benefits, the County is authorized to collect and apply the insurance proceeds at the County's option either  
24 to restoration or repair of the Property or to the sums secured by this Mortgage.

25 4. Preservation and Maintenance of Property, Leaseholds; Condominiums; Planned Unit Developments. The  
26 Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the  
27 Property. If this Mortgage is on a unit in a condominium or a planned unit development, the Borrower shall perform all  
28 of the Borrower's obligations under the declaration or covenants creating or governing such condominium or planned  
29 unit development, the by-laws and regulations of the condominium or planned unit development, and constituent  
30 documents.

31 5. Protection of County's Security. If the Borrower fails to perform the covenants and agreements  
32 contained in this Mortgage, or if any action or proceeding is commenced which materially affects the County's  
33 interest in the Property, then the County may do and pay whatever is necessary to protect the value of the Property  
34 and County's rights in the Property, including payment of taxes, hazard insurance and other items as may be required  
35 by this Mortgage. Pursuant thereto, the County may disburse such sums on Borrower's behalf, including reasonable  
36 attorneys' fees, and take such action as is necessary to protect the County's interest in the Property. If the County  
37 required mortgage insurance as a condition of making the Loan secured by this Mortgage, the Borrower shall pay the  
38 premiums required to maintain such insurance in effect until such time as the requirement for such insurance  
39 terminates in accordance with the Borrower's and the County's written agreement or applicable law.

40 Any amounts disbursed by the County pursuant to this Paragraph 5, with interest thereon, at the rate of twelve  
41 percent (12%) per annum, shall become additional indebtedness of the Borrower secured by this Mortgage. Unless the  
42 parties agree to other terms of payment, such amounts shall be payable upon notice from the County to the Borrower  
43 requesting payment thereof. Nothing contained in this Paragraph 5 shall require the County to incur any expense or take  
44 any action hereunder.

45 6. Inspection. The County may make or cause to be made reasonable entries upon and inspections of the  
46 Property; provided that the County shall give the Borrower notice prior to any such inspection specifying reasonable  
47 cause therefore related to the County's interest in the Property.

48 7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection  
49 with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are  
50 hereby assigned and shall be paid to the County, subject to the terms of any mortgage, deed of trust or other security  
51 agreement with a lien which has priority over this Mortgage.

OFFICIAL RECORDS  
BK: 2751 PG: 1114

1       8. Borrower Not Released; Forbearance By County Not a Waiver. Extension of the time for payment or  
2 modification of the sums secured by this Mortgage granted by the County to any successor in interest of the Borrower  
3 shall not operate to release. in any manner, the liability of the original Borrower and the Borrower's successors in  
4 interest. The County shall not be required to commence proceedings against such successor or refuse to extend time for  
5 payment or otherwise modify the sums secured by this Mortgage by reason of any demand made by the original  
6 Borrower and the Borrower's successors or remedy hereunder, or otherwise afforded by applicable law. shall not be a  
7 waiver of or preclude the exercise of any such right or remedy.

8       9. Successors and Assigns Bound; Joint and Several Liability, Co-signers. The covenants and agreements  
9 herein contained shall find, and the rights hereunder shall insure to, the respective successors and assigns of the County  
10 and the Borrower, subject to the provisions of Paragraph 14 hereof. If more than one Borrower executes this Mortgage,  
11 all covenants, representations, warranties and agreements of Borrower shall be joint and several. Any Borrower who co-  
12 signs this Mortgage, but does not execute the Note; (a) is co-signing this Mortgage only to mortgage, grant and convey  
13 that Borrower's interest in the Property to the County under the terms of this Mortgage; (b) is not personally liable on the  
14 Note or under this Mortgage, and (c) agrees that County and any other Borrower hereunder may agree to extend,  
15 modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that  
16 Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the  
17 Property.

18       10. Notice. Except for any notice required under applicable law to be given in another manner; (a) any notice  
19 to the Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified or  
20 registered mail, postage prepaid, addressed to the Borrower at the Property Address or at such other address as the  
21 Borrower may designate by notice to the County as provided herein, and (b) any notice to the County shall be given by  
22 certified or registered mail, postage prepaid, to the County's address stated on page 1 hereof, or to such other address as  
23 the County may designate by notice to the Borrower as provided herein. Any notice provided for in this mortgage shall  
24 be deemed to have been given to the Borrower or the County when given in the manner designated herein.

25       11. Governing Law; Severability; Costs. This Mortgage shall be governed by the laws of the State of Florida,  
26 and, to the extent applicable hereto, the laws and regulations of the United States of America. In the event that any  
27 provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other  
28 provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this and the  
29 provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and  
30 "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

31       12. Borrower's Copy. Borrower shall be furnished a conformed copy of the Notice and of this Mortgage at the  
32 time of execution or after recordation hereof.

33       13. Rehabilitation Loan Agreement. Borrower shall fulfill all of the Borrower's obligations under any home  
34 rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with the County, at the County's  
35 option, may require Borrower to execute and deliver to the County, in a form acceptable to the County, an assignment of  
36 any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in  
37 connection with improvements made to the Property.

38       14. Transfer of the Property. If all or any part of the Property or any interest in it is sold, transferred gifted or  
39 otherwise conveyed, whether by voluntary act, involuntarily, by operation of law or otherwise, or if the Borrower is  
40 divested of title by judicial sale, levy or other proceeding, or if foreclosure action is instituted against the Property, or if  
41 the Property is leased or rented, all sums secured by this Mortgage shall immediately become due and payable as  
42 provided herein.

43       The County shall give Borrower notice of acceleration. The notice shall provide a period of not less than thirty  
44 (30) days from the date the notice is given as provided in Paragraph 10 hereof within which the Borrower must pay all  
45 sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, the County  
46 may invoke any remedies permitted by this Mortgage without further notice or demand on the Borrower.

47       15. Acceleration; Remedies. Except as provided in Paragraph 14 hereof, upon the Borrower's breach of any  
48 covenant or agreement of the Borrower in this Mortgage, including the covenants to pay when due any sums secured by  
49 this Mortgage, or in the event that the Borrower shall have made material misrepresentations or material omissions in  
50 his/her/their application for a Down Payment Assistance Loan, the County, at the County's option, may declare all of the  
51 sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this  
52 Mortgage by judicial proceeding. Prior to acceleration of this Mortgage, the County shall give notice to the Borrower as  
53 provided in Paragraph 10, thereof specifying (1) the breach (if the breach is curable); (2) the action required to cure such  
54 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  
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1 be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration  
2 of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall  
3 further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding  
4 the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. The County shall be  
5 entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees,  
6 court costs, and cost of documentary evidence, abstracts and title reports.

7 16. Borrower's Right to Reinstate. Notwithstanding the County's acceleration of the sums secured by this  
8 Mortgage due to the Borrower's breach, the Borrower shall have the right to have any proceedings begun by the County  
9 to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) the  
10 Borrower pays the County all sums which would be then due under this Mortgage and the Note had no acceleration  
11 occurred; (b) the Borrower cures all breaches of any other covenants or agreements of the Borrower contained in this  
12 Mortgage; (c) the Borrower pays all reasonable expenses incurred by the County in enforcing the covenants and  
13 agreements of the Borrower contained in this Mortgage, and in enforcing the County's remedies as provided in  
14 Paragraph 15 hereof, including, but not limited to, reasonable attorneys' fees and court costs; and (d) the Borrower takes  
15 such action as the County may reasonably require to assure that the lien of this Mortgage, the County's interest in the  
16 Property and the Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such  
17 payment and cure by the Borrower, this Mortgage and the obligations secured hereby shall remain in full force and  
18 effect as if no acceleration had occurred.

19 17. Assignment of Rents; Appointment of Receiver. As additional security hereunder, the Borrower hereby  
20 assigns to the County the rents of the Property, provided that the Borrower shall, prior to acceleration under Paragraph  
21 15, hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and  
22 payable.

23 Upon acceleration under Paragraph 15 hereof or abandonment of the Property, the County shall be entitled to  
24 have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents  
25 of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs  
26 of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on  
27 receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be  
28 liable to account only for those rents actually received.

29 18. Release. Upon payment of all sums secured by this Mortgage, the County shall release this Mortgage  
30 without charge to Borrower. Borrower shall pay all costs of recordation, if any.

31 19. Attorney's Fees. As used in this Mortgage and in the Note, "attorneys' fees" shall include attorneys' fees, if  
32 any, incurred in connection with the collection or enforcement of this Mortgage or of the Note, whether or not suit is  
33 brought and whether incurred at trial, on appeal, in bankruptcy proceedings or otherwise.

34 20. Special Homeownership Assistance Program; NSP Purchase Assistance Program; Covenants,  
35 Representations. The Borrower covenants, represents and warrants to the County that: (a) the Borrower, along with  
36 his/her/their family, intends to permanently reside as a household in the Property; (b) the Property is a single-family  
37 residence, (c) the Borrower's total family income at the time of its application for the Loan was less than or equal to one  
38 hundred twenty percent (120%) of the Hernando County area median income levels set forth by HUD for FY 2009,  
39 and (d) the Borrower is eligible to participate in the County's NSP Purchase Assistance Program.

40 The County consents to any agreement or arrangement in which the First Lender waives, postpones, extends,  
41 reduces or modifies any provisions of the First Note and the First Mortgage, including any provision requiring the  
42 repayment of money.

43  
44 If any provision of the Promissory Note of the Second Mortgage conflicts with any provision of the First Note  
45 or the First Mortgage, the terms and provisions of the First Note and the First Mortgage shall govern.

46 In the event of a foreclosure or a deed in lieu of foreclosure of the First Mortgage, any provision herein or in  
47 any collateral agreement restricting the use of the Property or restricting the Borrower's ability to sell the Property shall  
48 have no further force or effect on subsequent owners or purchasers of the Property. Any person, including his  
49 successors and assigns (other than the Borrower or a related entity or person to the Borrower), receiving title to the  
50 Property through a foreclosure or deed in lieu of foreclosure of the First Mortgage shall receive title to the Property free  
51 and clear from such restrictions. Furthermore, if the First Lender acquires title to the Property pursuant to a deed in lieu  
52 of foreclosure, the lien of this Second Mortgage shall automatically terminate upon the First Lender's acquisition of title.

OFFICIAL RECORDS  
BK: 2751 PG: 1116

**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 \$ 50,000 .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 AFFORDABILITY 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 ten years will begin with the date the repayment agreement is signed, and ends at midnight 16 years from that said date. If the property is sold, transferred, or ceases to be used for an eligible NSP activity and/or use as 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 precedent as it pertains to repayment and recapture of NSP funding by reason of borrower(s) default.*

**OFFICIAL RECORDS  
BK: 2751 PG: 1117**

Signed, sealed and delivered in the presence of: Jean Rags, Director

**Borrower**

SANDY BEIRO  
Name

1032 Godfrey Ave SPRING HILL  
Address 34609

Sandy Beiro  
Signature

Witness #1

Name:

Chris Suarez

Witness #2

Name:

Chris Suarez

**Co Borrower**

Socorro Beiro

1032 Godfrey Ave SPRING HILL  
Address FL 34609

Socorro Beiro  
Signature

STATE OF FLORIDA  
COUNTY OF HERNANDO

The foregoing was acknowledged before me this 30<sup>th</sup> day of April, 2010, by Sandy & Socorro, who is personally known to me or who has produced a valid driver's license as identification and who did not take an oath.

PREPARED BY: Antonio Jenkins  
C/O

HERNANDO COUNTY HEALTH & HUMAN SERVICES  
20 NORTH MAIN STREET  
BROOKSVILLE, FL. 34601

Laura P. Guzman  
Laura P Guzman

Name (type, print or stamp name)  
Notary Public  
My Commission Expires

NOTARY PUBLIC-STATE OF FLORIDA  
Laura P. Guzman  
Commission #DD905250  
Expires: JULY 07, 2013  
BONDED THRU ATLANTIC BONDING CO., INC.

# SATISFACTION OF MORTGAGE

HERNANDO COUNTY, FLORIDA

NSP 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 20 North Main Street, Brooksville, FL 34601-2800; the owner and holder of a certain mortgage executed by Sandy and Socorro Beiro, a married couple, to HERNANDO COUNTY, bearing date of 30th day of April, 2010 recorded in Official Records Book 2751, Page 1113, in the Public Records of Hernando County, Florida, securing certain note in the principal sum of Fifty Thousand Dollars and 00/100 Dollars (\$50,000.00), and certain promises and obligations set forth in said mortgage, upon the property situated in Hernando County, Florida as follows, to wit:

**Lot 7, Block 783, Spring Hill Unit 12, According to the Plat Thereof, as Recorded in Plat Book 8, Pages 74-83, Inclusive, of The Public Records of Hernando County, FL**

Which has an address of: **1032 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 \_\_\_\_\_, 2023.

HERNANDO COUNTY BOARD OF COUNTY  
COMMISSIONERS

\_\_\_\_\_  
John Allocco, Chairman

ATTEST:

\_\_\_\_\_  
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 \_\_\_\_\_ day of \_\_\_\_\_, 2023, by John Allocco, 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)



## AGENDA ITEM

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### TITLE

Satisfactions of Various Mortgages Through Homeownership Down Payment Assistance Program

### BRIEF OVERVIEW

Attached are the following Satisfaction of Mortgages for Hernando County's Homeownership Down Payment Assistance Program.

- Lori D. Dobrinin in the amount of \$29,812.24
- Stacey N. Eudy in the amount of \$10,000.00
- Nancy J. Hamm in the amount of \$14,862.82
- Jeremy R. Kaczinski in the amount of \$10,000.00
- John W. Lopez in the amount of \$19,470.00
- Daniel A. Rodriguez Suarez and Belia Cerrato Flores AKA Belia Isabel Cerrato in the amount of \$10,000.00

The recipients received a second mortgage loan from the County funded through the State Housing Initiatives Partnership Program (SHIP). The loans are given to qualified homebuyers at zero percent interest.

The Housing Authority has received checks to pay off each mortgage in full, payable to Hernando County for a total amount of \$94,145.06. The checks have been sent to the Finance Department for deposit. The checks represent the full payoff under the Homeownership Down Payment Assistance Program.

### FINANCIAL IMPACT

Revenue in the amount of \$94,145.06 to Fund #1271.

### LEGAL NOTE

The Board has the authority to accept payment under the SHIP Program pursuant to the State Housing Initiative Partnership Act. Section 420.9079, F.S.

### RECOMMENDATION

It is recommended that the Board approve and authorize the Chairman's signature on the attached satisfactions of mortgage agreements.

### REVIEW PROCESS

Terri Beverly	Approved	04/18/2023 3:58 PM
Helen Gornes	Approved	04/18/2023 4:39 PM
Shaun Kusnierczak - FYI	Notified - FYI	04/18/2023 4:39 PM
Toni Brady	Approved	04/25/2023 10:29 AM
Pamela Hare	Approved	04/25/2023 12:29 PM

Victoria Anderson	Approved	04/25/2023 4:54 PM
Heidi Kurppe	Approved	04/26/2023 2:16 PM
Scott Herring	Approved	04/26/2023 5:10 PM
Jeffrey Rogers	Approved	04/27/2023 12:09 PM
Colleen Conko	Approved	04/27/2023 12:30 PM





# Hernando County Housing Authority

621 West Jefferson Street  
Brooksville, FL 34601

Telephone: (352) 754-4160  
Fax: 352) 754-4168

## MEMORANDUM

**DATE:** April 12, 2023

**TO:** The Honorable Chairman and  
Members of the Board of County Commissioners

**VIA:** Jeff Rogers  
County Administrator

**VIA:** Aaron Pool  
Planning and Development

**FROM:** Terri M. Beverly, Executive Director  
Hernando County Housing Authority

**SUBJECT:** Satisfaction of Mortgages

### **BACKGROUND:**

Attached are the following Satisfaction of Mortgage's for Hernando County's Homeownership Down Payment Assistance Program

Lori D. Dobrinin in the amount of \$29,812.24

Stacey N. Eudy in the amount of \$10,000.00

Nancy J. Hamm in the amount of \$14,862.82

Jeremy R. Kaczinski in the amount of \$10,000.00

John W. Lopez in the amount of \$19,470.00

Daniel A. Rodriguez Suarez and Belia Cerrato Flores AKA Belia Isabel Cerrato in the amount of \$10,000.00

The recipients received a second mortgage loan from the County funded through the State Housing Initiatives Partnership Program (SHIP). The loans are given to qualified homebuyers at zero percent interest.

The Housing Authority has received checks to pay off each mortgage in full, payable to Hernando County for a total amount of \$94,145.06. The checks have been sent to the Finance Department for deposit. The checks represent the full payoff under the Homeownership Down Payment Assistance Program.

**LEGAL REVIEW:** The Board has the authority to accept payment under the SHIP Program pursuant to the State Housing Initiative Partnership Act. Section 420.907, et seq., F.S.”

**FINANCIAL IMPACT:**

Revenue in the amount of \$94,145.06 to Fund #1271

**RECOMMENDED ACTION:**

It is recommended by Staff that the Board approve the Satisfaction of Mortgage Agreements and authorize the Chairman to sign the Satisfaction of Mortgage Agreements.

**ADMINISTRATIVE NOTE:**

_____	Reviewed
_____	See Attached memo

Attachments

CC: File

## SATISFACTION OF MORTGAGE

### HERNANDO COUNTY, FLORIDA HOMEOWNERSHIP PROGRAM DOWN PAYMENT ASSISTANCE PROGRAM

KNOWN ALL MEN BY THESE PRESENTS: **HERNANDO COUNTY, FLORIDA**, whose address is 15470 Flight Path Drive, Brooksville, FL 34604, the owner and holder of a certain Mortgage executed by Lori D. Dobrinin (a single woman) to **HERNANDO COUNTY, FLORIDA**, dated October 11, 2019 recorded in O.R. Book 3762, Pages 1467, in the Public Records of **HERNANDO COUNTY, FLORIDA**, securing a certain note in the principal sum of Twenty-Nine Thousand Eight Hundred Twelve Dollars and 24/100 (\$29,812.24), and certain promises and obligations set forth in said Mortgage, upon the property in **HERNANDO COUNTY, FLORIDA**, as follows:

**ADDRESS:** 2284 Marietta Avenue, Spring Hill, FL 34608

**LEGAL:** Lot 9, Block 540, SPRING HILL, UNIT 9, according to the plat thereof, as recorded in Plat Book 8, Page 38, Public Records of Hernando County, Florida.

**PARCEL ID#:** R32 323 17 5090 0540 0090; Key No. 489983

Hereby acknowledges full payment and satisfaction of said Mortgage, and surrenders the same as canceled, and hereby directs the Clerk of the Circuit Court of **HERNANDO COUNTY, FLORIDA**, to cancel same of record.

**WITNESS** this hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Chairman, Board of County Commissioners

**ATTEST:**

\_\_\_\_\_  
Douglas A. Chorvat, Jr., Clerk of the Circuit Court

**STATE OF FLORIDA  
COUNTY OF HERNANDO**

The foregoing instrument was acknowledged before me by means of \_\_\_ physical presence or \_\_\_ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, 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)

Approved for Form and Legal Sufficiency:

By:   
County Attorney's Office

Instr #2019065407 BK: 3762 PG: 1467, Filed & Recorded: 10/15/2019 4:27 PM ERL Deputy Clk, #Pgs:9  
 Doug Chorvat, Jr., Clerk of the Circuit Court Hernando CO FL Rec Fees: \$78.00 Mtg Stamp: \$104.65 Int Tax \$59.62

1 HERNANDO COUNTY  
 2 HOUSING AUTHORITY  
 3 621 West Jefferson St.  
 4 BROOKSVILLE, FL 34601

NAT 11618-19-06069

5 **SECOND MORTGAGE**  
 6 **UNDER**  
 7 **HERNANDO COUNTY, FLORIDA**  
 8 **HOMEOWNERSHIP PROGRAM**  
 9 **DOWN PAYMENT ASSISTANCE PROGRAM**

10  
 11 This is a Mortgage where the Balance is due at the time the home is sold, transferred, foreclosed upon or  
 12 ceases to be the borrower/recipient's primary residence, which ever may occur first. After thirty (30) years, if the  
 13 borrower/recipient continues to live in the unit the loan is forgiven.

14  
 15 THIS SECOND MORTGAGE is made this 11<sup>th</sup> day of October, 2019, between the Mortgagor,  
 16 Lori D. Dobrinin, (a single woman), (herein the "Borrower") and the Mortgagee, Hernando County, a political sub-  
 17 division of the State of Florida whose address is 20 North Main Street, Brooksville, FL 34601-2800 (herein the  
 18 "County").

19 WHEREAS, the Borrower has applied for a loan under the County's Down Payment Assistance Program for  
 20 the purchase of the Property (as defined herein), which Mortgage Loan shall be secured by a first mortgage lien (the  
 21 "First Mortgage") in favor of, Plaza Home Mortgage, Inc., ISADA/ATIMA. The Borrower has applied to the  
 22 County for a Down Payment Assistance Loan in the amount of Twenty Nine Thousand Eight Hundred Twelve  
 23 Dollars and 24/100 (\$29,812.24), (the "Loan"). The Borrower, along with his/her/their family, intends to reside as a  
 24 household in the Property (as defined herein), which Property is a single-family residence. The Borrower's total family  
 25 income at the time of its application for the Loan is less than Eighty Percent (80%) of Hernando County's median  
 26 family income. The Borrower is eligible to participate in the County's Down Payment Assistance Program, and the  
 27 County has agreed to extend and has extended a loan to the Borrower pursuant to said program; and

28 WHEREAS, the Borrower is indebted to the County in the principal amount of Twenty Nine Thousand  
 29 Eight Hundred Twelve Dollars and 24/100 (\$29,812.24), which indebtedness is evidenced by the Borrower's  
 30 Promissory Note dated October 11, 2019, and extensions, additions, fees and renewals dated thereof (herein  
 31 "Note"), providing for payment of the principal indebtedness. If not sooner paid, the Note is due and payable on the  
 32 sale of the property or when it is no longer the Borrower's primary residence.

33 TO SECURE to the County the repayment of the indebtedness evidenced by the Note; the payment of all  
 34 other sums, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the  
 35 covenants and agreements of the Borrower herein contained, the Borrower does hereby mortgage, grant and convey to  
 36 the County the following described property located in the County of Hernando, State of Florida:

37  
 38 Lot 9, Block 540, SPRING HILL UNIT 9, according to the plat thereof, as recorded in Plat Book 8, Page 38,  
 39 Public Records of Hernando County, Florida.

40  
 41 which has an address of 2284 Marietta Avenue, Spring Hill, FL  
 42 (Street) (City)  
 43 Florida 34608 (herein the "Property Address"); Key #00489983  
 44

45  
 46  
 1

## SATISFACTION OF MORTGAGE

### HERNANDO COUNTY, FLORIDA HOMEOWNERSHIP PROGRAM DOWN PAYMENT ASSISTANCE PROGRAM

KNOWN ALL MEN BY THESE PRESENTS: HERNANDO COUNTY, FLORIDA, whose address is 15470 Flight Path Drive, Brooksville, FL 34604, the owner and holder of a certain Mortgage executed by Stacey N. Eudy (a single person) to HERNANDO COUNTY, FLORIDA, dated October 31, 2016 recorded in O.R. Book 3420, Pages 1102, in the Public Records of HERNANDO COUNTY, FLORIDA, securing a certain note in the principal sum of Ten Thousand Dollars and 00/100 (\$10,000.00), and certain promises and obligations set forth in said Mortgage, upon the property in HERNANDO COUNTY, FLORIDA, as follows:

ADDRESS: 8380 Silverbell Loop, Brooksville, FL 34613

LEGAL: Lot 23, Block 486, SPRING HILL, UNIT 8, according to the map or plat thereof, as recorded in Plat Book 8, Pages 27 through 37, inclusive, of the Public records of Hernando County, Florida.

PARCEL ID#: R22 222 18 3599 0000 1060

Hereby acknowledges full payment and satisfaction of said Mortgage, and surrenders the same as canceled, and hereby directs the Clerk of the Circuit Court of HERNANDO COUNTY, FLORIDA, to cancel same of record.

WITNESS this hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

BOARD OF COUNTY COMMISSIONERS  
HERNANDO COUNTY, FLORIDA

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Chairman, Board of County Commissioners

ATTEST:

\_\_\_\_\_  
Douglas A. Chorvat, Jr., Clerk of the Circuit Court

STATE OF FLORIDA  
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of \_\_\_\_ physical presence or \_\_\_\_ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, 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)

Approved for Form and Legal Sufficiency:

By:   
County Attorney's Office

1 HERNANDO COUNTY  
2 HOUSING AUTHORITY  
3 1661 Blaise Drive  
4 BROOKSVILLE, FL 34601

1609045  
Southeast Title Insurance  
2190 Mariner Blvd,  
Spring Hill, FL 34609

## SECOND MORTGAGE UNDER HERNANDO COUNTY, FLORIDA HOMEOWNERSHIP PROGRAM DOWN PAYMENT ASSISTANCE PROGRAM

This is a Mortgage where 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/recipient continues to live in the unit the loan is forgiven.

THIS SECOND MORTGAGE is made this 31st day of October, 2016, between the Mortgagor, Stacey N. Eudy, (a single person) (herein the "Borrower") and the Mortgagee, Hernando County, a political subdivision of the State of Florida whose address is 20 North Main Street, Brooksville, FL 34601-2800 (herein the "County").

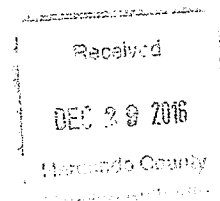
WHEREAS, the Borrower has applied for a loan under the County's Down Payment Assistance Program for the purchase of the Property (as defined herein), which Mortgage Loan shall be secured by a first mortgage lien (the "First Mortgage") in favor of, Patriot Lending Services, Inc., its successors and/or assigns as their interest 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 Eighty Percent (80%) 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 Ten Thousand Dollars and 00/100 (\$10,000.00), which indebtedness is evidenced by the Borrower's Promissory Note dated Oct 31, 2016, 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 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 23, Block 486, SPRING HILL UNIT 8, according to the map or plat thereof, as recorded in Plat Book 8, Page(s) 27 through 37, inclusive, of the Public Records of Hernando County, Florida.

which has an address of 8380 Silverbell Loop, Brooksville,  
(Street) (City)  
Florida 34613 (herein the "Property Address"); Key #01573997  
(Zip Code)





# SATISFACTION OF MORTGAGE

## HERNANDO COUNTY, FLORIDA HOMEOWNERSHIP PROGRAM DOWN PAYMENT ASSISTANCE PROGRAM

KNOWN ALL MEN BY THESE PRESENTS: **HERNANDO COUNTY, FLORIDA**, whose address is 15470 Flight Path Drive, Brooksville, FL 34604, the owner and holder of a certain Mortgage executed by **Nancy J. Hamm (a single woman)** to **HERNANDO COUNTY, FLORIDA**, dated **August 25, 2016** recorded in O.R. Book **3391**, Pages **737**, in the Public Records of **HERNANDO COUNTY, FLORIDA**, securing a certain note in the principal sum of **Fourteen Thousand Eight Hundred Sixty-Two Dollars and 82/100 (\$14,862.82)**, and certain promises and obligations set forth in said Mortgage, upon the property in **HERNANDO COUNTY, FLORIDA**, as follows:

**ADDRESS:** 207 Ederington Drive, Brooksville, FL 34601

**LEGAL:** Lot 71, Northside Estates, as per plat thereof recorded in Plat Book 6, Page 8, public records of Hernando County, Florida.

**PARCEL ID#:** R15 222 19 2780 0000 0710; Key No. 135017

Hereby acknowledges full payment and satisfaction of said Mortgage, and surrenders the same as canceled, and hereby directs the Clerk of the Circuit Court of **HERNANDO COUNTY, FLORIDA**, to cancel same of record.

**WITNESS** this hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Chairman, Board of County Commissioners

**ATTEST:**

\_\_\_\_\_  
Douglas A. Chorvat, Jr., Clerk of the Circuit Court

**STATE OF FLORIDA  
COUNTY OF HERNANDO**

The foregoing instrument was acknowledged before me by means of \_\_\_ physical presence or \_\_\_ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, 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)

Approved for Form and Legal Sufficiency:

By: \_\_\_\_\_  
County Attorney's Office

Return To:  
Gulf Coast Title  
111 North Main Street  
Brooksville, Florida 34601  
F 16023648

INSTR #2016048472 BK: 3391 PG: 737 Page 1 of 9  
FILED & RECORDED 8/30/2016 12:56 PM LMT Deputy Clk  
Don Barbee Jr. HERNANDO County Clerk of the Circuit Court  
Rec Fees: \$78.00 Mtg Stamp: \$52.15

1 HERNANDO COUNTY  
2 HOUSING AUTHORITY  
3 1661 Blaise Drive  
4 BROOKSVILLE, FL 34601

5 **SECOND MORTGAGE**  
6 **UNDER**  
7 **HERNANDO COUNTY, FLORIDA**  
8 **HOMEOWNERSHIP PROGRAM**  
9 **DOWN PAYMENT ASSISTANCE PROGRAM**

10  
11 This is a Mortgage where the Balance is due at the time the home is sold, transferred, foreclosed upon or ceases  
12 to be the borrower/recipient's primary residence, which ever may occur first. After thirty (30) years, if the  
13 borrower/recipient continues to live in the unit the loan is forgiven.  
14

15 THIS SECOND MORTGAGE is made this 25th day of August, 2016, between the Mortgagor,  
16 Nancy J. Hamm, (a single woman) (herein the "Borrower") and the Mortgagee, Hernando County, a political sub-  
17 division of the State of Florida whose address is 20 North Main Street, Brooksville, FL 34601-2800 (herein the  
18 "County").

19 WHEREAS, the Borrower has applied for a loan under the County's Down Payment Assistance Program for  
20 the purchase of the Property (as defined herein), which Mortgage Loan shall be secured by a first mortgage lien (the  
21 "First Mortgage") in favor of United States Department of Agriculture, its successors and/or assigns as their  
22 respective interests may appear. The Borrower has applied to the County for a Down Payment Assistance Loan in the  
23 amount of Fourteen Thousand Eight Hundred Sixty Two Dollars and 82/100 (\$14,862.82) (the "Loan"). The  
24 Borrower, along with his/her/their family, intends to reside as a household in the Property (as defined herein), which  
25 Property is a single-family residence. The Borrower's total family income at the time of its application for the Loan is  
26 less than Eighty Percent (80%) of Hernando County's median family income. The Borrower is eligible to participate in  
27 the County's Down Payment Assistance Program, and the County has agreed to extend and has extended a loan to the  
28 Borrower pursuant to said program; and

29 WHEREAS, the Borrower is indebted to the County in the principal amount of Fourteen Thousand Eight  
30 Hundred Sixty Two Dollars and 82/100 (\$14,862.82), which indebtedness is evidenced by the Borrower's  
31 Promissory Note dated August 25, 2016, and extensions, additions, fees and renewals dated thereof (herein "Note"),  
32 providing for payment of the principal indebtedness. If not sooner paid, the Note is due and payable on the sale of the  
33 property or when it is no longer the Borrower's primary residence.

34 TO SECURE to the County the repayment of the indebtedness evidenced by the Note; the payment of all other  
35 sums, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants  
36 and agreements of the Borrower herein contained, the Borrower does hereby mortgage, grant and convey to the County  
37 the following described property located in the County of Hernando, State of Florida:  
38

39 Lot 71, Northside Estates, as per plat thereof recorded in plat book 6, page 8, public records of Hernando  
40 County, Florida.

41  
42 which has an address of 207 Ederington Drive, Brooksville,

43 (Street) (City)

44 Florida 34601 (herein the "Property Address"); Key #00135017

45 (Zip Code)  
46

[Type here]

## SATISFACTION OF MORTGAGE

### HERNANDO COUNTY, FLORIDA HOMEOWNERSHIP PROGRAM DOWN PAYMENT ASSISTANCE PROGRAM

KNOWN ALL MEN BY THESE PRESENTS: HERNANDO COUNTY, FLORIDA, whose address is 15470 Flight Path Drive, Brooksville, FL 34604, the owner and holder of a certain Mortgage executed by Jeremy R. Kaczinski and Angelena D. Kaczinski (a married couple) to HERNANDO COUNTY, FLORIDA, dated January 26, 2017 recorded in O.R. Book 3436, Pages 263, in the Public Records of HERNANDO COUNTY, FLORIDA, securing a certain note in the principal sum of Ten Thousand Dollars and 00/100 (\$10,000.00), and certain promises and obligations set forth in said Mortgage, upon the property in HERNANDO COUNTY, FLORIDA, as follows:

ADDRESS: 13223 Curry Drive, Spring Hill, FL 34609

LEGAL: Lot 18, Block 1339, SPRING HILL, UNIT 20, as per plat thereof recorded in Plat Book 9, Pages 65-80, Public Records of Hernando County, Florida.

PARCEL ID#: R32 323 17 5200 1339 0180; Key No. 707444

Hereby acknowledges full payment and satisfaction of said Mortgage, and surrenders the same as canceled, and hereby directs the Clerk of the Circuit Court of HERNANDO COUNTY, FLORIDA, to cancel same of record.

WITNESS this hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

BOARD OF COUNTY COMMISSIONERS  
HERNANDO COUNTY, FLORIDA

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Chairman, Board of County Commissioners

ATTEST:

\_\_\_\_\_  
Douglas A. Chorvat, Jr., Clerk of the Circuit Court

STATE OF FLORIDA  
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of \_\_\_ physical presence or \_\_\_ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, 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)

Approved for Form and Legal Sufficiency:

By:   
County Attorney's Office

1 HERNANDO COUNTY  
2 HOUSING AUTHORITY  
3 1661 Blaise Drive  
4 BROOKSVILLE, FL 34601

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# SECOND MORTGAGE UNDER HERNANDO COUNTY, FLORIDA HOMEOWNERSHIP PROGRAM DOWN PAYMENT ASSISTANCE PROGRAM

11 This is a Mortgage where the Balance is due at the time the home is sold, transferred, foreclosed upon or ceases  
12 to be the borrower/recipient's primary residence, which ever may occur first. After thirty (30) years, if the  
13 borrower/recipient continues to live in the unit the loan is forgiven.

15 THIS SECOND MORTGAGE is made this 26<sup>th</sup> day of January, 2017, between the Mortgagor,  
16 Jeremy R. Kaczinski and Angelena D. Kaczinski, (a married couple) (herein the "Borrower") and the Mortgagee,  
17 Hernando County, a political sub-division of the State of Florida whose address is 20 North Main Street, Brooksville,  
18 FL 34601-2800 (herein the "County").

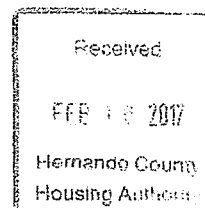
19 WHEREAS, the Borrower has applied for a loan under the County's Down Payment Assistance Program for  
20 the purchase of the Property (as defined herein), which Mortgage Loan shall be secured by a first mortgage lien (the  
21 "First Mortgage") in favor of, American Equity Mortgage, its successors and/or assigns as their interest may  
22 appear. The Borrower has applied to the County for a Down Payment Assistance Loan in the amount of Ten  
23 Thousand Dollars and 00/100 (\$10,000.00) (the "Loan"). The Borrower, along with his/her/their family, intends to  
24 reside as a household in the Property (as defined herein), which Property is a single-family residence. The Borrower's  
25 total family income at the time of its application for the Loan is less than Eighty Percent (80%) of Hernando County's  
26 median family income. The Borrower is eligible to participate in the County's Down Payment Assistance Program, and  
27 the County has agreed to extend and has extended a loan to the Borrower pursuant to said program; and

28 WHEREAS, the Borrower is indebted to the County in the principal amount of Ten Thousand Dollars and  
29 00/100 (\$10,000.00), which indebtedness is evidenced by the Borrower's Promissory Note dated January 26, 2017,  
30 and extensions, additions, fees and renewals dated thereof (herein "Note"), providing for payment of the principal  
31 indebtedness. If not sooner paid, the Note is due and payable on the sale of the property or when it is no longer the  
32 Borrower's primary residence.

33 TO SECURE to the County the repayment of the indebtedness evidenced by the Note; the payment of all other  
34 sums, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants  
35 and agreements of the Borrower herein contained, the Borrower does hereby mortgage, grant and convey to the County  
36 the following described property located in the County of Hernando, State of Florida:

37  
38 Lot 18, Block 1339, SPRING HILL, UNIT 20, as per plat thereof recorded in Plat Book 9, Pages 65-80, Public  
39 Records of Hernando County, Florida.

40  
41 which has an address of 13223 Curry Drive, Spring Hill,  
42 (Street) (City)  
43 Florida 34609 (herein the "Property Address"); Key #00707444  
44 (Zip Code)  
45



# SATISFACTION OF MORTGAGE

## HERNANDO COUNTY, FLORIDA HOMEOWNERSHIP PROGRAM DOWN PAYMENT ASSISTANCE PROGRAM

KNOWN ALL MEN BY THESE PRESENTS: HERNANDO COUNTY, FLORIDA, whose address is 15470 Flight Path Drive, Brooksville, FL 34604, the owner and holder of a certain Mortgage executed by John W. Lopez (a single person) to HERNANDO COUNTY, FLORIDA, dated January 16, 2015 recorded in O.R. Book 3163, Pages 1248, in the Public Records of HERNANDO COUNTY, FLORIDA, securing a certain note in the principal sum of Nineteen Thousand Four Hundred Seventy Dollars and 00/100 (\$19,470.00), and certain promises and obligations set forth in said Mortgage, upon the property in HERNANDO COUNTY, FLORIDA, as follows:

ADDRESS: 11014 Clingman Street, Spring Hill, FL 34608

LEGAL: Lot 5, Block 522, SPRING HILL, UNIT 9, according to the map or plat thereof as recorded in Plat Book 8, Pages 38 through 53, Public Records of Hernando County, Florida.

PARCEL ID#: R32 323 17 5090 0522 0050

Hereby acknowledges full payment and satisfaction of said Mortgage, and surrenders the same as canceled, and hereby directs the Clerk of the Circuit Court of HERNANDO COUNTY, FLORIDA, to cancel same of record.

WITNESS this hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

BOARD OF COUNTY COMMISSIONERS  
HERNANDO COUNTY, FLORIDA

STATE OF FLORIDA  
COUNTY OF HERNANDO

Print Name: \_\_\_\_\_  
Chairman, Board of County Commissioners

The foregoing instrument was acknowledged before me by means of \_\_\_ physical presence or \_\_\_ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, as Chairman of the Hernando County Board of County Commissioners, who is personally known to me or who has produced \_\_\_\_\_ as identification.

ATTEST:

\_\_\_\_\_  
Douglas A. Chorvat, Jr., Clerk of the Circuit Court

\_\_\_\_\_  
(Signature of person taking acknowledgment)

\_\_\_\_\_  
(Name typed, printed, or stamped)

\_\_\_\_\_  
(Title or rank)

\_\_\_\_\_  
(Serial number, if any)

Approved for Form and Legal Sufficiency:

By:  \_\_\_\_\_  
County Attorney's Office

RETURN TO:  
CARTER, CLENNIN & FOREMAN, PLLC  
ATTORNEYS AT LAW  
7419 U.S. HWY. 19  
NEWPORT RICHEY, FL 34652

HERNANDO COUNTY  
HOUSING AUTHORITY  
1661 Blaise Drive  
BROOKSVILLE, FL 34601

**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 11th day of January, 2015, between the Mortgagor, John W. Lopez, (a single person) 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 Homebridge Financial Services, Inc., d/b/a Real Estate Mortgage Network, its successors and/or assigns as their interest may appear, the Borrower has applied to the County for a Down Payment Assistance Loan in the amount of Nineteen Thousand Four Hundred Seventy Dollars and 00/100 (\$19,470.00) (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 (80%) 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 Nineteen Thousand Four Hundred Seventy Dollars and 00/100 (\$19,470.00), which indebtedness is evidenced by the Borrower's Promissory Note dated January 11, 2015, 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 5, Block 522, SPRING HILL UNIT 9, according to the map or plat thereof as recorded in Plat Book 8, Pages 38 through 53, Public Records of Hernando County, Florida.

which has an address 11014 Clingman Street, Spring Hill, Florida 34608 (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."



# SATISFACTION OF MORTGAGE

## HERNANDO COUNTY, FLORIDA HOMEOWNERSHIP PROGRAM DOWN PAYMENT ASSISTANCE PROGRAM

KNOWN ALL MEN BY THESE PRESENTS: HERNANDO COUNTY, FLORIDA, whose address is 15470 Flight Path Drive, Brooksville, FL 34604, the owner and holder of a certain Mortgage executed by Daniel A. Rodriguez Suarez and Belia Cerrato Flores AKA Belia Isabel Cerrato (a married couple) to HERNANDO COUNTY, FLORIDA, dated September 20, 2016 recorded in O.R. Book 3398, Pages 446, in the Public Records of HERNANDO COUNTY, FLORIDA, securing a certain note in the principal sum of Ten Thousand Dollars and 00/100 (\$10,000.00), and certain promises and obligations set forth in said Mortgage, upon the property in HERNANDO COUNTY, FLORIDA, as follows:

ADDRESS: 5439 Abigail Drive, Spring Hill, FL 34608

LEGAL: Lot 26, Block 1197, SPRING HILL, UNIT 18, according to the plat thereof, as recorded in Plat Book 9, Pages 47 through 59, of the Public Records of Hernando County, Florida.

PARCEL ID#: R32 323 17 5180 1197 0260; Key No. 663865

Hereby acknowledges full payment and satisfaction of said Mortgage, and surrenders the same as canceled, and hereby directs the Clerk of the Circuit Court of HERNANDO COUNTY, FLORIDA, to cancel same of record.

WITNESS this hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2023.

BOARD OF COUNTY COMMISSIONERS  
HERNANDO COUNTY, FLORIDA

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Chairman, Board of County Commissioners

ATTEST:

\_\_\_\_\_  
Douglas A. Chorvat, Jr., Clerk of the Circuit Court

STATE OF FLORIDA  
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of \_\_\_\_ physical presence or \_\_\_\_ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, 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)

Approved for Form and Legal Sufficiency:

By:   
County Attorney's Office

352-754-4160  
ext. #3  
Fauzet

T Franklin @ Hernando count  
US

Please Return To:  
Buyer's Title  
100 N.W. 70th Ave. Ste.100  
Plantation, FL 33317

1 HERNANDO COUNTY  
2 HOUSING AUTHORITY  
3 1661 Blaise Drive  
4 BROOKSVILLE, FL 34601

5 15-3760

SECOND MORTGAGE  
UNDER  
HERNANDO COUNTY, FLORIDA  
HOMEOWNERSHIP PROGRAM  
DOWN PAYMENT ASSISTANCE PROGRAM

11 This is a Mortgage where the Balance is due at the time the home is sold, transferred, foreclosed upon or ceases  
12 to be the borrower/recipient's primary residence, which ever may occur first. After thirty (30) years, if the  
13 borrower/recipient continues to live in the unit the loan is forgiven.

15 THIS SECOND MORTGAGE is made this 20<sup>th</sup> day of Sept, 2016, between the Mortgagor,  
16 Daniel A. Rodriguez Suarez and Belia Cerrato Flores aka Belia Isabel Cerrato, (a married couple) (herein the  
17 "Borrower") and the Mortgagee, Hernando County, a political sub-division of the State of Florida whose address is 20  
18 North Main Street, Brooksville, FL 34601-2800 (herein the "County").

19 WHEREAS, the Borrower has applied for a loan under the County's Down Payment Assistance Program for  
20 the purchase of the Property (as defined herein), which Mortgage Loan shall be secured by a first mortgage lien (the  
21 "First Mortgage") in favor of, Platinum Mortgage, Inc., its successors and/or assigns as their interests may appear.  
22 The Borrower has applied to the County for a Down Payment Assistance Loan in the amount of Ten Thousand  
23 Dollars and 00/100 (\$10,000.00) (the "Loan"). The Borrower, along with his/her/their family, intends to reside as a  
24 household in the Property (as defined herein), which Property is a single-family residence. The Borrower's total family  
25 income at the time of its application for the Loan is less than Eighty Percent (80%) of Hernando County's median family  
26 income. The Borrower is eligible to participate in the County's Down Payment Assistance Program, and the County has  
27 agreed to extend and has extended a loan to the Borrower pursuant to said program; and

28 WHEREAS, the Borrower is indebted to the County in the principal amount of Ten Thousand Dollars and  
29 00/100 (\$10,000.00), which indebtedness is evidenced by the Borrower's Promissory Note dated 20 Sept, 2016,  
30 and extensions, additions, fees and renewals dated thereof (herein "Note"), providing for payment of the principal  
31 indebtedness. If not sooner paid, the Note is due and payable on the sale of the property or when it is no longer the  
32 Borrower's primary residence.

33 TO SECURE to the County the repayment of the indebtedness evidenced by the Note; the payment of all other  
34 sums, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants  
35 and agreements of the Borrower herein contained, the Borrower does hereby mortgage, grant and convey to the County  
36 the following described property located in the County of Hernando, State of Florida:

37  
38 Lot 26, Block 1197, SPRING HILL, UNIT 18, according to the plat thereof, as recorded in  
39 Plat Book 9, Pages 47 through 59, of the Public Records of Hernando County, Florida.

40  
41 which has an address of 5439 Abigail Drive, Spring Hill,  
42 (Street) (City)  
43 Florida 34608 (herein the "Property Address"); Key #00663865  
44 (Zip Code)  
45



## Board of County Commissioners

### AGENDA ITEM

Meeting: 05/09/2023  
Department: Finance  
Prepared By: Shanon Aguayo  
Initiator: Joshua Stringfellow  
DOC ID: 12116  
Legal Request Number:  
Bid/Contract Number:

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#### TITLE

Transmittal of List of Accounts Payable Disbursements for Weeks Ended April 14, 2023, and April 21, 2023

#### BRIEF OVERVIEW

Transmittal of List of Accounts Payable Disbursements for weeks ending April 14, 2023, and April 21, 2023.

In addition to the check registers, the total Board of County Commissioners payroll disbursements for payroll checks dated April 25, 2023, was \$1,429,451.46.

#### FINANCIAL IMPACT

N/A

#### LEGAL NOTE

The Board is authorized to act on this matter pursuant to Chapter 125, Florida Statutes.

#### RECOMMENDATION

It is recommended that the Board approve of the accounts payable disbursement for weeks ending April 14, 2023, and April 21, 2023.

#### REVIEW PROCESS

Josh Stringfellow	Escalated	04/27/2023 5:21 PM
Frances Pioszak	Approved	04/28/2023 8:31 AM
Douglas Chorvat	Approved	04/28/2023 8:44 AM
Toni Brady	Approved	04/28/2023 9:27 AM
Pamela Hare	Approved	04/28/2023 10:26 AM
Heidi Kurppe	Approved	04/28/2023 11:39 AM
Scott Herring	Approved	04/28/2023 12:28 PM
Jeffrey Rogers	Approved	04/28/2023 2:40 PM
Colleen Conko	Approved	04/28/2023 2:51 PM

## **Board of County Commissioners Checks Issued**

Check Number ▲	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
266815	04/14/2023	AIR MECHANICAL & SERVICE CORP	HVAC SERVICE - 5 TONS	121596	\$2,790.99
266816	04/14/2023	ALBERT ALLEN	REF IMP FEE 01026339	1452676	\$5,757.00
266817	04/14/2023	AMEN AIR INC	CHINSEGUT HILL CABIN #1 A	67552	\$8,647.25
266817	04/14/2023	AMEN AIR INC	CHINSEGUT HILL CABIN #3 A	67811	\$8,325.89
266817	04/14/2023	AMEN AIR INC	HVAC SERVICE - 5 TONS	67550	\$4,602.85
266818	04/14/2023	AMERICAN TRACK GENERATIONS LLC	3/23 TRACK INSPCTN	AR23-400170	\$558.00
266818	04/14/2023	AMERICAN TRACK GENERATIONS LLC	3/23 SIGNAL INSPCTN	AR23-400170	\$834.00
266819	04/14/2023	ANGELO'S AGGREGATE MATERIALS LTD	TIRES, DISPOSAL; WHOLE TI	106981	\$649.00
266820	04/14/2023	AN MOTORS OF BROOKSVILLE INC	OUTSIDE REPAIRS	270883	\$89.95
266821	04/14/2023	BANK OF AMERICA	2/23 ANALYSIS FEE	23020010018	\$887.33
266822	04/14/2023	BANK OF AMERICA MERCHANT SERVICES	03345540740882 2/23	REMI1645780	\$7.14
266822	04/14/2023	BANK OF AMERICA MERCHANT SERVICES	03345540742888 2/23	REMI1645782	\$4.13
266822	04/14/2023	BANK OF AMERICA MERCHANT SERVICES	03345566917885 2/23	REMI1645805	\$69.49
266822	04/14/2023	BANK OF AMERICA MERCHANT SERVICES	03372741555885 2/23	REMI1646013	\$152.00
266822	04/14/2023	BANK OF AMERICA MERCHANT SERVICES	03372411664884 2/23	REMI1645911	\$12,740.45
266822	04/14/2023	BANK OF AMERICA MERCHANT SERVICES	03345540741880 2/23	REMI1645781	\$11.64
266822	04/14/2023	BANK OF AMERICA MERCHANT SERVICES	03345540743886 2/23	REMI1646013	\$8.23
266822	04/14/2023	BANK OF AMERICA MERCHANT SERVICES	03372816232881 2/23	REMI1645937	\$2.51
266822	04/14/2023	BANK OF AMERICA MERCHANT SERVICES	03345540739884 2/23	REMI1645779	\$1,308.72
266822	04/14/2023	BANK OF AMERICA MERCHANT SERVICES	03345540744884 2/23	REMI1645783	\$971.15
266822	04/14/2023	BANK OF AMERICA MERCHANT SERVICES	03345540746889 2/23	REMI1645784	\$81.86
266823	04/14/2023	BETTY TARALLO	15676 BROOKRIDGE BLVD	BK01621-07	\$20.25
266824	04/14/2023	BIG DOG EXPRESS OF SOUTH FL INC	HAULING RECYCLABLES	10091	\$930.00
266824	04/14/2023	BIG DOG EXPRESS OF SOUTH FL INC	HAULING RECYCLABLES	10100	\$1,395.00
266825	04/14/2023	BLACK STONE BLDG & DEVELOPMENT INC	REFUND PERMIT OVRPMT	1456205	\$160.00
266826	04/14/2023	BUCKEYE CLEANING CENTERS	SUPPLIES, JANITORIAL, ORD	90488807	\$330.72
266827	04/14/2023	CALL EM ALL LLC	ACCT 854758 MAR 23	81062	\$114.48
266828	04/14/2023	CANDY CHRISTMAS	5347 SOUTHERN VALLEY LOOP	IA27732-00	\$91.28
266829	04/14/2023	CARDNO INC	HERNANDO COUNTY FACILITY	2059814	\$18,210.00
266830	04/14/2023	CARMEN R RAMSEY	STR23-000028 OVRPMT	FEBSTRIPE	\$17.70
266831	04/14/2023	CHARLIES PLUMBING INC	PROFIT AND MOBILIZATION C	144447	\$1,205.42
266831	04/14/2023	CHARLIES PLUMBING INC	LABOR TO REPLACE LEAKING	144447	\$5,360.00
266831	04/14/2023	CHARLIES PLUMBING INC	PLUMBING REPAIRS JAIL	143634	\$1,916.55
266831	04/14/2023	CHARLIES PLUMBING INC	MATERIAL	144447	\$2,676.13
266832	04/14/2023	CHERYL LYNN RUPP	DUPLICATE REG FEE	JE231067	\$25.00
266833	04/14/2023	CIT BANK NA	3/10-4/09/23 CPR LSE	42010611	\$128.23
266833	04/14/2023	CIT BANK NA	COPIES-COLOR AT \$.04533 P	42010611	\$77.38
266833	04/14/2023	CIT BANK NA	3/10-4/09/23 CPR LSE	42010601	\$125.57
266833	04/14/2023	CIT BANK NA	COPIES, BLACK AND WHITE C	42010611	\$16.00
266833	04/14/2023	CIT BANK NA	COPIES, BLACK/WHITE COPIE	42010601	\$19.88
266833	04/14/2023	CIT BANK NA	COPIES, COLOR COPIES AT \$	42010601	\$169.99

## **Board of County Commissioners Checks Issued**

Check Number ▲	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
266834	04/14/2023	CITY OF BROOKSVILLE	1110515000-10	1110515000F3	\$201.22
266834	04/14/2023	CITY OF BROOKSVILLE	1110521060-12	1110521060F3	\$238.03
266834	04/14/2023	CITY OF BROOKSVILLE	1223334001-11	1223334001F3	\$807.42
266834	04/14/2023	CITY OF BROOKSVILLE	1021630038-14	1021630038F3	\$262.17
266834	04/14/2023	CITY OF BROOKSVILLE	1150897500-11	1150897500F3	\$4.52
266834	04/14/2023	CITY OF BROOKSVILLE	1150905001-11	1150905001F3	\$1,832.49
266834	04/14/2023	CITY OF BROOKSVILLE	1200050040-12	1200050040F3	\$591.30
266834	04/14/2023	CITY OF BROOKSVILLE	1231305102-13	1231305102F3	\$529.28
266834	04/14/2023	CITY OF BROOKSVILLE	1223350032-13	1223350032F3	\$26.68
266835	04/14/2023	COMPUTERS AT WORK! INC	DELL LATITUDE 5530 XCTO B	CAWI26594	\$1,557.13
266836	04/14/2023	CUMMINS INC	EPO REPAIR U #20331	B5-31841	\$10,334.01
266837	04/14/2023	DIVISION OF WORKERS' COMPENSATION	DOC ID 4529 FY23 QTR2	22Q2S1248125	\$4,517.90
266838	04/14/2023	DUKE ENERGY	9100 9560 1897	95601897E3	\$27.79
266838	04/14/2023	DUKE ENERGY	9100 8507 0251	85070251F3	\$32.57
266838	04/14/2023	DUKE ENERGY	9100 8507 0962	85070962F3	\$399.49
266838	04/14/2023	DUKE ENERGY	9100 8552 0058	85520058F3	\$193.83
266839	04/14/2023	FLORIDA CLINICAL PRACTICE ASSOC INC	12/22 FORENSIC EVALS	11523-02	\$1,500.00
266840	04/14/2023	FLORIDA DISCOUNT DRUGS	SUPPLIES, MEDICAL - A NON	INV083428	\$106.80
266841	04/14/2023	FLORIDA SUNCOAST TOURISM	APR-JUN 23 BRCHR DIST	4F033047	\$1,575.00
266842	04/14/2023	FLORIDA TRANSIT ASSOCIATION FINANCE	PROCESSING 2 VEHICLES	1115	\$1,000.00
266843	04/14/2023	FRIENDS OF THE LIBRARY OF HERNANDO	DED:122 LIBRARY	PAY358P	\$8.00
266844	04/14/2023	GEORGE LAWRENCE	6324 INDIA DR	S805721-01	\$957.47
266845	04/14/2023	GOULD CONCRETE CONSTRUCTION INC	DRIVEWAY REPAIR	2023-1016	\$3,200.00
266846	04/14/2023	GRAYBAR ELECTRIC COMPANY INC	PT-MS605ALED-24L40T4-MDL0	9331209860	\$24,329.25
266846	04/14/2023	GRAYBAR ELECTRIC COMPANY INC	PT-MS605ALED-24L40T5-MDL0	9331209860	\$9,731.70
266847	04/14/2023	GRAYROBINSON PA	SPECIAL MASTER SVCS	11133393	\$36.00
266848	04/14/2023	HACH COMPANY	MATERIALS, SEWER LAB TEST	13505675	\$8,047.56
266849	04/14/2023	HCP ASSOCIATES INC	TOURISM STRATEGIC PLAN WI	10552	\$22,500.00
266850	04/14/2023	HCUD-SOLID WASTE DIVISION	ACCT 130 MAR 23	MAR23130	\$7,678.17
266850	04/14/2023	HCUD-SOLID WASTE DIVISION	ACCT 460 FEB 23	FEB23460	\$3.82
266850	04/14/2023	HCUD-SOLID WASTE DIVISION	ACCT 460 MAR 23	MAR23460	\$6.00
266851	04/14/2023	HERNANDO COUNTY UTILITIES DEPT	AC00097-00	AC0009700F3	\$171.11
266851	04/14/2023	HERNANDO COUNTY UTILITIES DEPT	AC00176-00	AC0017600F3	\$11.20
266851	04/14/2023	HERNANDO COUNTY UTILITIES DEPT	HA00005-00	HA0000500F3	\$39.18
266851	04/14/2023	HERNANDO COUNTY UTILITIES DEPT	RC00031-00	RC0003100F3	\$44.14
266851	04/14/2023	HERNANDO COUNTY UTILITIES DEPT	AC00050-01	AC0005001F3	\$108.71
266851	04/14/2023	HERNANDO COUNTY UTILITIES DEPT	AC00083-00	AC0008300F3	\$695.45
266851	04/14/2023	HERNANDO COUNTY UTILITIES DEPT	C100033-00	C10003300F3	\$103.94
266851	04/14/2023	HERNANDO COUNTY UTILITIES DEPT	AC00024-02	AC0002402F3	\$8.97
266851	04/14/2023	HERNANDO COUNTY UTILITIES DEPT	AC00195-00	AC0019500F3	\$18.46
266851	04/14/2023	HERNANDO COUNTY UTILITIES DEPT	C101197-00	C10119700F3	\$152.58

## **Board of County Commissioners Checks Issued**

Check Number ▲	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
266851	04/14/2023	HERNANDO COUNTY UTILITIES DEPT	RS00003-00	RS0000300F3	\$128.70
266851	04/14/2023	HERNANDO COUNTY UTILITIES DEPT	RS00018-00	RS0001800F3	\$8.97
266851	04/14/2023	HERNANDO COUNTY UTILITIES DEPT	AC00102-00	AC0010200F3	\$20.87
266851	04/14/2023	HERNANDO COUNTY UTILITIES DEPT	AC00152-01	AC0015201F3	\$74.90
266851	04/14/2023	HERNANDO COUNTY UTILITIES DEPT	AC00188-00	AC0018800F3	\$22.43
266851	04/14/2023	HERNANDO COUNTY UTILITIES DEPT	BZ00047-00	BZ0004700F3	\$91.26
266851	04/14/2023	HERNANDO COUNTY UTILITIES DEPT	C811994-00	C81199400F3	\$314.92
266851	04/14/2023	HERNANDO COUNTY UTILITIES DEPT	RC00034-00	RC0003400F3	\$9.90
266852	04/14/2023	HUDSON PUMP & EQUIPMENT ASSOC INC	DEZURIK 4IN FL PEC VALVE	CD99044256	\$1,218.46
266852	04/14/2023	HUDSON PUMP & EQUIPMENT ASSOC INC	T4A3S-B/F PUMP 4IN SUPER-	CD99044256	\$6,645.00
266852	04/14/2023	HUDSON PUMP & EQUIPMENT ASSOC INC	GORMAN RUPP PARTS 42875-8	CD99044256	\$1,991.00
266852	04/14/2023	HUDSON PUMP & EQUIPMENT ASSOC INC	VALVE 7806LW AWWA C-508 6	CD99044256	\$2,873.85
266853	04/14/2023	IMPERIAL BAG & PAPER CO LLC	GLASS CLNR	2309205-04	\$104.70
266854	04/14/2023	JACOBS FUNERAL HOME LLC	12/19/22 JB	2-28-23	\$650.00
266855	04/14/2023	JUAN PEREZ	AIRPORT 4/1/23	75964	\$120.00
266856	04/14/2023	KENNEY COMMUNICATIONS INC	BROCHURE DISTRIBUTION AT	302779	\$1,275.00
266857	04/14/2023	KGM ENTERPRISES OF PINELLAS INC	INSPECTION-CERTIFICATION	1918	\$410.00
266857	04/14/2023	KGM ENTERPRISES OF PINELLAS INC	WASH/CLEANING OF BUNKER G	1918	\$451.00
266857	04/14/2023	KGM ENTERPRISES OF PINELLAS INC	BNKR GEAR REPRS	1919	\$129.56
266858	04/14/2023	KONICA MINOLTA BUSINESS SOLUTIONS	3/23 COPIER LEASE	286340040	\$154.66
266858	04/14/2023	KONICA MINOLTA BUSINESS SOLUTIONS	COPIER, LEASE, BIZHUB C45	286333447	\$190.67
266858	04/14/2023	KONICA MINOLTA BUSINESS SOLUTIONS	COPIES, BLACK AND WHITE \$	286333447	\$46.13
266858	04/14/2023	KONICA MINOLTA BUSINESS SOLUTIONS	3/23 COPIER LEASE	286342761	\$164.28
266858	04/14/2023	KONICA MINOLTA BUSINESS SOLUTIONS	COPIES, COLOR COPIES \$0.0	286333447	\$396.20
266858	04/14/2023	KONICA MINOLTA BUSINESS SOLUTIONS	3/23 COPIER LEASE	286343542	\$164.28
266858	04/14/2023	KONICA MINOLTA BUSINESS SOLUTIONS	COPIES: ZERO BASE COST PE	286340040	\$269.26
266858	04/14/2023	KONICA MINOLTA BUSINESS SOLUTIONS	COPIES: ZERO BASE COST PE	286342761	\$230.11
266858	04/14/2023	KONICA MINOLTA BUSINESS SOLUTIONS	COPIES: ZERO BASE COST PE	286343542	\$123.92
266859	04/14/2023	KYLE WILSON	AIRPORT 4/2/23	75996	\$120.00
266860	04/14/2023	LEASE SERVICING CENTER INC	4/23 HVY EQ LEASE	50204	\$19,618.52
266861	04/14/2023	LEWIS CONSULTING LLC	4/23 CONSULTING SVC	23-03	\$5,000.00
266862	04/14/2023	LORRIANE MARIE WENTWORTH	6400 RICHARD DR	WW01618-02	\$30.00
266863	04/14/2023	LUTHERAN SERVICES FLORIDA INC	SUPPLIES REIMBURSEMENT	9	\$19.92
266863	04/14/2023	LUTHERAN SERVICES FLORIDA INC	HOUSING RESOURCE SPECIALI	9	\$5,586.00
266863	04/14/2023	LUTHERAN SERVICES FLORIDA INC	CELLULAR SERVICE REIMBURS	9	\$74.51
266864	04/14/2023	MARION COUNTY BOCC	COX COMM 3/24-4/23	3-28-23	\$201.18
266865	04/14/2023	MARLENE HIMMEL	2258 WATERFALL DR	S809035-02	\$1,536.22
266866	04/14/2023	MASON BLAU & ASSOCIATES INC	PHASE, CONSTRUCTION ADMIN	20015-24	\$22,171.90
266867	04/14/2023	MEAD AND HUNT INC	PROF SVC 2/23	346320	\$9,014.08
266868	04/14/2023	MEGASCAPES LANDSCAPE & MAINTENANCE	BAHIA SOD DELIVERED/INSTA	40422	\$13,552.00



## **Board of County Commissioners Checks Issued**

Check Number ▲	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
266869	04/14/2023	MOHAWK VALLEY MATERIALS INC	YARD WASTE MULCHING	2025	\$50,175.70
266870	04/14/2023	MUNICIPAL EMERGENCY SERVICES INC	ITEM # 541C059, HURST JAW	IN1854447	\$1,135.00
266870	04/14/2023	MUNICIPAL EMERGENCY SERVICES INC	PRO-WARRINGTON LEATHER ST	IN1852562	\$340.00
266870	04/14/2023	MUNICIPAL EMERGENCY SERVICES INC	ITEM # 90-53-18, E3 9AH S	IN1854447	\$5,370.00
266870	04/14/2023	MUNICIPAL EMERGENCY SERVICES INC	ITEM # 101C085, SPREADER	IN1854447	\$1,240.00
266870	04/14/2023	MUNICIPAL EMERGENCY SERVICES INC	ITEM # 247E028, C-FRAME R	IN1854447	\$810.00
266870	04/14/2023	MUNICIPAL EMERGENCY SERVICES INC	ITEM # 271855000-1, SP 55	IN1854447	\$12,645.00
266870	04/14/2023	MUNICIPAL EMERGENCY SERVICES INC	ITEM # 272899000-1, S 799	IN1854447	\$12,390.00
266870	04/14/2023	MUNICIPAL EMERGENCY SERVICES INC	ITEM # 81-67-20, CHAIN SE	IN1854447	\$1,025.00
266870	04/14/2023	MUNICIPAL EMERGENCY SERVICES INC	ITEM # 90-53-37, EWXT/E3	IN1854447	\$1,560.00
266870	04/14/2023	MUNICIPAL EMERGENCY SERVICES INC	PRO-WARRINGTON LEATHER ST	IN1852564	\$340.00
266870	04/14/2023	MUNICIPAL EMERGENCY SERVICES INC	ESTIMATED SHIPPING/HANDLI	IN1854447	\$390.00
266870	04/14/2023	MUNICIPAL EMERGENCY SERVICES INC	ITEM # 274886000-1, R 522	IN1854447	\$8,605.00
266871	04/14/2023	MYND MANAGEMENT INC	2377 DELTONA BLVD	S604582-04	\$8.97
266872	04/14/2023	O'BRIEN AND DELZER INC	POL NPP8968823	5359898	\$1,636.95
266873	04/14/2023	ODYSSEY MANUFACTURING CO	CHLORINE LIQUID, CONTRACT	12914	\$850.00
266873	04/14/2023	ODYSSEY MANUFACTURING CO	CHLORINE LIQUID, CONTRACT	12915	\$1,754.40
266873	04/14/2023	ODYSSEY MANUFACTURING CO	CHLORINE LIQUID, CONTRACT	12913	\$1,530.00
266873	04/14/2023	ODYSSEY MANUFACTURING CO	CHLORINE LIQUID, CONTRACT	12927	\$297.50
266873	04/14/2023	ODYSSEY MANUFACTURING CO	CHLORINE LIQUID, CONTRACT	12935	\$391.00
266873	04/14/2023	ODYSSEY MANUFACTURING CO	CHLORINE LIQUID, CONTRACT	12982	\$2,720.00
266873	04/14/2023	ODYSSEY MANUFACTURING CO	CHLORINE LIQUID, CONTRACT	13490	\$1,508.75
266873	04/14/2023	ODYSSEY MANUFACTURING CO	CHLORINE LIQUID, CONTRACT	13491	\$1,912.50
266873	04/14/2023	ODYSSEY MANUFACTURING CO	CHLORINE LIQUID, CONTRACT	13492	\$382.50
266873	04/14/2023	ODYSSEY MANUFACTURING CO	CHLORINE LIQUID, CONTRACT	13501	\$1,743.35
266874	04/14/2023	PALMDALE OIL COMPANY INC	FLEET SITE, DIESEL/UNLEAD	1932045	\$20,121.28
266874	04/14/2023	PALMDALE OIL COMPANY INC	FLEET SITE, DIESEL/UNLEAD	1944768	\$11,713.56
266874	04/14/2023	PALMDALE OIL COMPANY INC	FUEL, DIESEL CONTRACT PO	1947736	\$7,978.15
266874	04/14/2023	PALMDALE OIL COMPANY INC	WISCON, DIESEL/UNLEADED F	1944767	\$11,713.84
266874	04/14/2023	PALMDALE OIL COMPANY INC	FLEET SITE, DIESEL/UNLEAD	1940160	\$13,850.19
266874	04/14/2023	PALMDALE OIL COMPANY INC	FUEL, DIESEL CONTRACT PO	1948720	\$8,861.10
266874	04/14/2023	PALMDALE OIL COMPANY INC	WISCON, DIESEL/UNLEADED F	1951357	\$10,486.42
266874	04/14/2023	PALMDALE OIL COMPANY INC	FLEET SITE, DIESEL/UNLEAD	1951890	\$9,600.12
266874	04/14/2023	PALMDALE OIL COMPANY INC	FUEL, DIESEL CONTRACT PO	1939153	\$8,795.46
266874	04/14/2023	PALMDALE OIL COMPANY INC	WISCON, DIESEL/UNLEADED F	1936141	\$11,698.82
266874	04/14/2023	PALMDALE OIL COMPANY INC	WISCON, DIESEL/UNLEADED F	1943528	\$5,824.61
266874	04/14/2023	PALMDALE OIL COMPANY INC	FLEET SITE, DIESEL/UNLEAD	1936910	\$11,663.50
266874	04/14/2023	PALMDALE OIL COMPANY INC	HCFR STATION 2, DIESEL FU	1939228	\$3,471.88
266875	04/14/2023	PASCO TURF & TRACTOR LLC	AUTO & TRANSPORTATION EQU	473419	\$9,440.00
266876	04/14/2023	PATRICK LILLY & LESLIE DAVIES	7192 BOTTLE BRUSH DR	TB00035-03	\$115.58

## **Board of County Commissioners Checks Issued**

Check Number ▲	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
266877	04/14/2023	PINECREST FUNERAL CHAPEL	3/11/23 FM	2079-2023	\$650.00
266878	04/14/2023	POLYDYNE INC	POLYMER, FOR GRAVITY BELT	1722280	\$30,089.52
266879	04/14/2023	PUBLIC DEFENDER 5TH JUDICIAL CIRC	3RD QTR IT PERSONNEL	APR-JUN23	\$29,777.75
266880	04/14/2023	QUORUM SERVICES LLC	PLAN REVIEWS FOR SF NEW C	121	\$3,500.00
266880	04/14/2023	QUORUM SERVICES LLC	INSPECTIONS	122	\$5,708.50
266881	04/14/2023	RIVER COUNTRY ESTATES	QTR3 23 MSBU LNDSCP	APR-JUN23	\$7,936.65
266882	04/14/2023	ROBERT P JONES	FY22/23 SM CO COALITN	4-4-23	\$3,113.30
266883	04/14/2023	ROLFE AND LOBELLO PA	DED: ROLFE & LOBELLO	PAY358P	\$733.17
266884	04/14/2023	SHAWN FOSTER	04/23 CONSULTING	1379	\$6,000.00
266885	04/14/2023	SHIRLEY A HUBBARD	CRLO OVERPAYMENT	210475CFAX	\$12.77
266887	04/14/2023	SMARSH INC	SA-36830 3/23 NTGUARD	INV-91397	\$1,506.60
266888	04/14/2023	SONIA CHARON	8366 WEATHERFORD AVE	BK01879-05	\$19.90
266889	04/14/2023	SOUTHEAST PROFESSIONAL TITLE ESCROW	REF OVRPMT CK# 113892	52925	\$0.11
266890	04/14/2023	STATE ATTORNEYS OFFICE	RMB IT TRAINING	3-30-23	\$559.30
266891	04/14/2023	STATE ATTORNEYS OFFICE	IT SVC INTRCLCL AGRMNT	JAN-MAR23	\$36,213.59
266892	04/14/2023	STEVEN BORTH	13438 MONTEREY ST	S902340-00	\$1,190.10
266893	04/14/2023	SUBURBAN PROPANE LP	80.9 GAL PROPANE	1561-242378	\$124.96
266894	04/14/2023	TEN 8 FIRE EQUIPMENT INC	ITEM # PF-50Y-100, ""PRO-	1310014757	\$3,143.52
266894	04/14/2023	TEN 8 FIRE EQUIPMENT INC	ITEM # CR-17BLU-50, COMBA	1310014757	\$4,348.32
266894	04/14/2023	TEN 8 FIRE EQUIPMENT INC	FREIGHT CHARGES	1310014480	\$27.87
266894	04/14/2023	TEN 8 FIRE EQUIPMENT INC	ITEM # 10161809, FCPC, G1	1310014480	\$2,117.50
266894	04/14/2023	TEN 8 FIRE EQUIPMENT INC	ITEM # 10161810, FCPC, G1	1310014480	\$1,694.00
266894	04/14/2023	TEN 8 FIRE EQUIPMENT INC	ITEM # 10161811, FCPC, G1	1310014480	\$1,270.50
266895	04/14/2023	UNITED WAY OF HERNANDO COUNTY	DED:130 UNITED WAY	PAY358P	\$7.00
266896	04/14/2023	VERIZON WIRELESS	742194571-00001 3/23	9930895070	\$72.14
266897	04/14/2023	VERIZON WIRELESS	821883073-00006 3/23	9930906601	\$51.37
266898	04/14/2023	WAGON WHEEL FEED & HARDWARE INC	ANIMAL FEED, SUPPLIES, ET	3-29-23	\$1,240.49
266899	04/14/2023	WEST FLORIDA AGGREGATES LLC	SUPPLY FDOT LIMEROCK	19179	\$6,657.53
266900	04/14/2023	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832679	1832679F3	\$506.22
266900	04/14/2023	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832814	1832814F3	\$271.62
266900	04/14/2023	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832284	1832284F3	\$708.68
266900	04/14/2023	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832811	1832811F3	\$54.07
266900	04/14/2023	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832853	1832853F3	\$159.52
266900	04/14/2023	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1307104	1307104F3	\$348.93
266900	04/14/2023	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832768	1832768F3	\$99.70
266900	04/14/2023	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832804	1832804F3	\$1,058.60
266900	04/14/2023	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949985	1949985F3	\$74.18
266900	04/14/2023	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949990	1949990F3	\$43.92
266900	04/14/2023	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832543	1832543F3	\$385.87
266900	04/14/2023	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832868	1832868F3	\$293.22
266901	04/14/2023	WITMER PUBLIC SAFETY GROUP INC	2.5-GALLON PRESSURIZED WA	INV229466	\$2,296.64

## **Board of County Commissioners Checks Issued**

Check Number ▲	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
266902	04/14/2023	XINIA GOBER	6332 PINEHURST DR	S600217-05	\$246.02
EFT5301	04/11/2023	NATIONWIDE-VOID-VOID-VOID	DED: 111	PAY2358	\$20,054.22
EFT5302	04/11/2023	EFTPS-VOID-VOID-VOID	DED: MEDICARE	PAY2358	\$50,454.58
EFT5302	04/11/2023	EFTPS-VOID-VOID-VOID	DED: FICA	PAY2358	\$215,738.54
EFT5302	04/11/2023	EFTPS-VOID-VOID-VOID	DED: FEDERAL	PAY2358	\$163,211.69
V521948	04/14/2023	AB5 ENTERPRISES	DRAINAGE RETENTION AREA B	101109	\$450.00
V521948	04/14/2023	AB5 ENTERPRISES	VACANT LOTS - EXHIBIT (E)	101020	\$200.00
V521948	04/14/2023	AB5 ENTERPRISES	DAWSON DRAINAGE RETENTION	101109	\$225.00
V521948	04/14/2023	AB5 ENTERPRISES	HERNANDO COUNTY DEPT PUBL	101020	\$500.00
V521948	04/14/2023	AB5 ENTERPRISES	RIGHT-OF-WAY MOWING-EXHIB	101109	\$500.00
V521949	04/14/2023	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	722555	\$53.00
V521949	04/14/2023	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	723519	\$53.00
V521949	04/14/2023	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	721537	\$53.00
V521949	04/14/2023	ADVANCED ENVIRONMENTAL LABS INC	WATER LABORATORY TESTING	723388	\$9.00
V521949	04/14/2023	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	722245	\$83.00
V521949	04/14/2023	ADVANCED ENVIRONMENTAL LABS INC	WATER LABORATORY TESTING	722434	\$18.00
V521949	04/14/2023	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	719715	\$53.00
V521949	04/14/2023	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	719717	\$7.00
V521949	04/14/2023	ADVANCED ENVIRONMENTAL LABS INC	WATER LABORATORY TESTING	724733	\$144.00
V521950	04/14/2023	AIRGAS INC	DELIVERY, FLAT RATE INCL	9136221399	\$40.00
V521950	04/14/2023	AIRGAS INC	DELIVERY/HAZMAT FEE OF OX	9136561187	\$40.00
V521950	04/14/2023	AIRGAS INC	DELIVERY/HAZMAT FEE OF OX	9136561188	\$40.00
V521950	04/14/2023	AIRGAS INC	DELIVERY/HAZMAT FEE OF OX	9136711486	\$40.00
V521950	04/14/2023	AIRGAS INC	ENERGY CHARGE	9136221399	\$3.50
V521950	04/14/2023	AIRGAS INC	REFILL OF OXYGEN CYCLINDE	9136561187	\$164.81
V521950	04/14/2023	AIRGAS INC	REFILL OF OXYGEN CYCLINDE	9136561188	\$187.46
V521950	04/14/2023	AIRGAS INC	OXYGEN, MATERIAL NO. OX U	9136221399	\$57.00
V521950	04/14/2023	AIRGAS INC	REFILL OF OXYGEN CYCLINDE	9136711486	\$84.64
V521951	04/14/2023	ALAN JAY FORD LINCOLN MERCURY INC	TRUCK, FORD F-350 FY2022	FNEF62278	\$41,269.00
V521952	04/14/2023	ALL AMERICAN U-CART CONCRETE	CONCRETE READY MIX AND DE	167	\$513.00
V521953	04/14/2023	AMERICAN CONSTRUCTION SERVICES INC	22-CG0064 ADA BUS STO	PAYREQ#3	\$147,823.65
V521953	04/14/2023	AMERICAN CONSTRUCTION SERVICES INC	22-CG0064 RETAINAGE	PAYREQ#3	(\$7,391.19)
V521954	04/14/2023	AMERICAN INFRASTRUCTURE	LOCALIZER RELOCATION SAFE	BKV2001711	\$624.00

## **Board of County Commissioners Checks Issued**

Check Number ▲	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
		DEVELOPMENT			
V521954	04/14/2023	AMERICAN INFRASTRUCTURE DEVELOPMENT	TASK 1 - TAXIWAY C1	20017108309	\$11,926.00
V521954	04/14/2023	AMERICAN INFRASTRUCTURE DEVELOPMENT	GRANT SERVICES	BKV20016A309	\$668.20
V521954	04/14/2023	AMERICAN INFRASTRUCTURE DEVELOPMENT	LOCALIZER RELOCATION SUBC	BKV2001711	\$17,690.12
V521954	04/14/2023	AMERICAN INFRASTRUCTURE DEVELOPMENT	SERVICES, DESIGN - BASIC	BKV2001711	\$19,846.84
V521954	04/14/2023	AMERICAN INFRASTRUCTURE DEVELOPMENT	AECOM TECHNICAL SERVICES	BKV20016A309	\$719.32
V521954	04/14/2023	AMERICAN INFRASTRUCTURE DEVELOPMENT	BASIC SERVICES	BKV20016A309	\$1,383.68
V521954	04/14/2023	AMERICAN INFRASTRUCTURE DEVELOPMENT	RESIDENT PROJECT REPRESN	BKV20016A309	\$12,140.00
V521955	04/14/2023	BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	84908130	\$113.56
V521955	04/14/2023	BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	84911305	\$540.00
V521955	04/14/2023	BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	84914644	\$340.68
V521955	04/14/2023	BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES, CONTRAC	84909702	\$537.60
V521955	04/14/2023	BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES, CONTRAC	84909703	\$7,198.56
V521955	04/14/2023	BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	84908131	\$674.94
V521955	04/14/2023	BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES, CONTRAC	84903212	\$9,589.20
V521955	04/14/2023	BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES, CONTRAC	84904864	\$492.60
V521955	04/14/2023	BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES, CONTRAC	84911306	\$83.61
V521956	04/14/2023	BROWN AND BROWN OF FLORIDA INC	POL# ZLP15P64114	11775896	\$108,094.00
V521956	04/14/2023	BROWN AND BROWN OF FLORIDA INC	POL# ZUP15P64126	11775871	\$12,626.00
V521956	04/14/2023	BROWN AND BROWN OF FLORIDA INC	POL# 8100B166052	11775567	\$65,860.00
V521957	04/14/2023	CATHEDRAL CORPORATION	MAR CYCLE #1 750097	614772	\$6,246.21
V521957	04/14/2023	CATHEDRAL CORPORATION	UTILITY BILLING PRINTS, M	318806	\$1,282.35
V521957	04/14/2023	CATHEDRAL CORPORATION	MAR CYCLE #2 750097	614801	\$5,856.13
V521957	04/14/2023	CATHEDRAL CORPORATION	MAR CYCLE #3 750097	614802	\$5,622.98
V521957	04/14/2023	CATHEDRAL CORPORATION	UTILITY BILLING PRINTS, M	319348	\$1,165.92
V521957	04/14/2023	CATHEDRAL CORPORATION	UTILITY BILLING PRINTS, M	319339	\$1,209.26
V521958	04/14/2023	CORRECTCARE INTEGRATED HEALTH LLC	INMATE MED BILLING	OMB33	\$2,567.15
V521959	04/14/2023	DATA FLOW SYSTEMS INC	CONTROL & RADIO SYST	94988	\$3,287.97
V521959	04/14/2023	DATA FLOW SYSTEMS INC	CONTROL & RADIO SYST	95060	\$3,246.97
V521960	04/14/2023	GOODWIN BROS CONSTRUCTION INC	19-R00007-88 REL RTNG	PAYREQ#2	\$9,724.37
V521961	04/14/2023	HAGAN HOLDING COMPANY	USED OIL,SVC FEE	480338	\$50.00
V521962	04/14/2023	HC WORKERS COMPENSATION FUND	DED:308 WRKCMP7520	PAY358P	\$2,712.68
V521962	04/14/2023	HC WORKERS COMPENSATION FUND	DED:311 WKRCMP7704	PAY358P	\$43,980.17
V521962	04/14/2023	HC WORKERS COMPENSATION FUND	DED:314 WKRCMP8601	PAY358P	\$215.88
V521962	04/14/2023	HC WORKERS COMPENSATION FUND	DED:319 WKRCMP9102	PAY358P	\$1,531.34
V521962	04/14/2023	HC WORKERS COMPENSATION FUND	DED:313 WKRCMP8380	PAY358P	\$586.19
V521962	04/14/2023	HC WORKERS COMPENSATION FUND	DED:315 WKRCMP8810	PAY358P	\$28.80
V521962	04/14/2023	HC WORKERS COMPENSATION FUND	DED:316 WKRCMP8810	PAY358P	\$670.59

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Check Number ▲	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
V521962	04/14/2023	HC WORKERS COMPENSATION FUND	DED:321 WKRCMP9410	PAY358P	\$2,112.16
V521962	04/14/2023	HC WORKERS COMPENSATION FUND	DED:326 WKRCMP6325	PAY358P	\$1,242.48
V521962	04/14/2023	HC WORKERS COMPENSATION FUND	DED:303 WKRCMP5509	PAY358P	\$7,186.73
V521962	04/14/2023	HC WORKERS COMPENSATION FUND	DED:325 WKRCMP7610	PAY358P	\$8.36
V521962	04/14/2023	HC WORKERS COMPENSATION FUND	DED:302 WKRCMP7380	PAY358P	\$76.26
V521962	04/14/2023	HC WORKERS COMPENSATION FUND	DED:304 WKRCMP6836	PAY358P	\$244.88
V521962	04/14/2023	HC WORKERS COMPENSATION FUND	DED:306 WKRCMP7403	PAY358P	\$291.78
V521962	04/14/2023	HC WORKERS COMPENSATION FUND	DED:309 WKRCMP7580	PAY358P	\$1,757.75
V521962	04/14/2023	HC WORKERS COMPENSATION FUND	DED:317 WKRCMP8831	PAY358P	\$221.58
V521962	04/14/2023	HC WORKERS COMPENSATION FUND	DED:318 WKRCMP9015	PAY358P	\$1,629.72
V521962	04/14/2023	HC WORKERS COMPENSATION FUND	DED:320 WKRCMP9402	PAY358P	\$438.91
V521962	04/14/2023	HC WORKERS COMPENSATION FUND	DED:323 WKRCMP9403	PAY358P	\$2,334.16
V521963	04/14/2023	HEATHER PROPERTY OWNERS	QTR3 23 MSBU LNDSCP	3717	\$700.00
V521964	04/14/2023	HENRY SCHEIN INC	MEDICAL SUPPLIES, CONTRAC	36047213	\$3,551.32
V521964	04/14/2023	HENRY SCHEIN INC	MEDICAL SUPPLIES, CONTRAC	36050345	\$1,737.88
V521964	04/14/2023	HENRY SCHEIN INC	MEDICAL SUPPLIES, CONTRAC	36259800	\$126.00
V521964	04/14/2023	HENRY SCHEIN INC	MEDICAL SUPPLIES	35441313	\$263.70
V521964	04/14/2023	HENRY SCHEIN INC	MEDICAL SUPPLIES, CONTRAC	36201457	\$3,017.96
V521965	04/14/2023	HERNANDO COUNTY CLERK OF CIRCUIT	2/23 BOCC ESCROW	454739	\$10.00
V521965	04/14/2023	HERNANDO COUNTY CLERK OF CIRCUIT	2/23 BOCC ESCROW	454907	\$60.00
V521965	04/14/2023	HERNANDO COUNTY CLERK OF CIRCUIT	2/23 BOCC ESCROW	455236	\$81.00
V521965	04/14/2023	HERNANDO COUNTY CLERK OF CIRCUIT	2/23 BOCC ESCROW	454370	\$108.00
V521965	04/14/2023	HERNANDO COUNTY CLERK OF CIRCUIT	2/23 BOCC ESCROW	456428	\$155.00
V521965	04/14/2023	HERNANDO COUNTY CLERK OF CIRCUIT	2/23 BOCC ESCROW	454741	\$10.00
V521965	04/14/2023	HERNANDO COUNTY CLERK OF CIRCUIT	2/23 BOCC ESCROW	454937	\$20.00
V521965	04/14/2023	HERNANDO COUNTY CLERK OF CIRCUIT	2/23 BOCC ESCROW	456415	\$81.00
V521966	04/14/2023	HERNANDO COUNTY CLERK OF CIRCUIT	CCC VISA REBATE	ACH030823	\$2,061.19
V521967	04/14/2023	HERNANDO COUNTY PROFESSIONAL	DED:175 UNION DUES	PAY358P	\$6,490.00
V521967	04/14/2023	HERNANDO COUNTY PROFESSIONAL	DED:172 FF INS	PAY358P	\$355.12
V521967	04/14/2023	HERNANDO COUNTY PROFESSIONAL	DED:180 CHARITY	PAY358P	\$8.00
V521968	04/14/2023	HERNANDO COUNTY PROPERTY APPRAISER	FY23 PRGRMNG CODE ENF	2023-16	\$287.70
V521969	04/14/2023	INTEGRATED ENVIRONMENTAL TECHNOLOGY	PHASE 1 INSTALL TEMPORARY	2036	\$219,900.00
V521970	04/14/2023	INTEGRITY RESOURCES STAFFING INC	360 WE: 3/19/23	13-29874	\$1,322.19
V521971	04/14/2023	JOHNS EASTERN COMPANY INC	3/23 BANK STATEMENT	4/3/2023	\$33,363.08
V521971	04/14/2023	JOHNS EASTERN COMPANY INC	3RD QTR W/C ADMIN FEE	4-1-23	\$7,500.00
V521972	04/14/2023	KENNETH WARNSTADT ESQ	8/24 SPEC MSTR HEARNG	3-3-23	\$1,452.50
V521972	04/14/2023	KENNETH WARNSTADT ESQ	6/2022 SPEC MSTR HEAR	3-13-23B	\$350.00
V521973	04/14/2023	LIFE INS COMPANY OF THE SOUTHWEST	DED:127 LSW - PRE	PAY358P	\$733.50
V521973	04/14/2023	LIFE INS COMPANY OF THE SOUTHWEST	DED:128 LSW-POST	PAY358P	\$350.00
V521974	04/14/2023	M & G LAWN SERVICE LLC	10-12/22 MOW EDGE TRM	3567	\$912.00
V521974	04/14/2023	M & G LAWN SERVICE LLC	12/22 MOW DRA SLOPES	3567	\$125.00



## **Board of County Commissioners Checks Issued**

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V521975	04/14/2023	MILLER BROS GIANT TIRE SERVICE INC	TIRES, PURCHASES & REPAIR	10043720	\$1,720.00
V521975	04/14/2023	MILLER BROS GIANT TIRE SERVICE INC	TIRES, PURCHASES & REPAIR	10043128	\$108.22
V521975	04/14/2023	MILLER BROS GIANT TIRE SERVICE INC	TIRES, PURCHASES & REPAIR	10043164	\$141.20
V521975	04/14/2023	MILLER BROS GIANT TIRE SERVICE INC	TIRES, PURCHASES & REPAIR	10043675	\$309.43
V521975	04/14/2023	MILLER BROS GIANT TIRE SERVICE INC	TIRES, PURCHASES & REPAIR	10043920	\$191.63
V521975	04/14/2023	MILLER BROS GIANT TIRE SERVICE INC	TIRES, PURCHASES & REPAIR	10043168	\$27.70
V521975	04/14/2023	MILLER BROS GIANT TIRE SERVICE INC	TIRES, PURCHASES & REPAIR	10043891	\$200.58
V521975	04/14/2023	MILLER BROS GIANT TIRE SERVICE INC	TIRES, PURCHASES & REPAIR	10043894	\$60.68
V521975	04/14/2023	MILLER BROS GIANT TIRE SERVICE INC	TIRES, PURCHASES & REPAIR	10043921	\$101.16
V521975	04/14/2023	MILLER BROS GIANT TIRE SERVICE INC	TIRES, PURCHASES & REPAIR	10043188	\$101.16
V521975	04/14/2023	MILLER BROS GIANT TIRE SERVICE INC	TIRES, PURCHASES & REPAIR	10043206	\$27.70
V521975	04/14/2023	MILLER BROS GIANT TIRE SERVICE INC	TIRES, PURCHASES & REPAIR	10043926	\$384.00
V521975	04/14/2023	MILLER BROS GIANT TIRE SERVICE INC	TIRES, PURCHASES & REPAIR	10043927	\$768.00
V521976	04/14/2023	NATURE COAST OFFICIALS/UMPIRES INC	OFFICIATING SERVICES - FO	3-31-23	\$4,870.00
V521977	04/14/2023	PACE ANALYTICAL SERVICES LLC	TESTING, LAB TESTING SERV	2335535599	\$123.00
V521978	04/14/2023	PAFF TREE SERVICE LLC	TREE REMOVAL	TS-6077	\$277.00
V521978	04/14/2023	PAFF TREE SERVICE LLC	TREE REMOVAL	TS-6079	\$1,466.00
V521978	04/14/2023	PAFF TREE SERVICE LLC	TREE REMOVAL	TS-6078	\$410.00
V521978	04/14/2023	PAFF TREE SERVICE LLC	TREE REMOVAL	TS-6067	\$1,466.00
V521978	04/14/2023	PAFF TREE SERVICE LLC	TREE REMOVAL	TS-6080	\$233.00
V521979	04/14/2023	PASCO CO BOARD OF CO COMMISSIONERS	FY23 Q1 EMS BILLING	Q1 FY23	\$130,888.94
V521979	04/14/2023	PASCO CO BOARD OF CO COMMISSIONERS	FY23 Q2 EMS BILLING	Q2 FY23	\$102,883.39
V521980	04/14/2023	RATP DEV USA INC	ROUTE, FIXED ROUTE TRANSI	30HE23	\$118,936.82
V521980	04/14/2023	RATP DEV USA INC	SERVICE, ADA COMPLEMENTAR	30HE23	\$38,748.00
V521981	04/14/2023	RELX INC	42543M6SX 3/1-3/31	3094412873	\$382.39
V521982	04/14/2023	REPUBLIC SERVICES OF FLORIDA LP	307620014178 3298101	762003298101	\$1,431.51
V521982	04/14/2023	REPUBLIC SERVICES OF FLORIDA LP	307620014159 3298100	762003298100	\$3,912.76
V521983	04/14/2023	REV RTC INC	AMBULANCES & RESCUE VEHIC	R41829	\$3,467.68
V521984	04/14/2023	RING POWER CORP	4/23 HVY EQ LEASE	13RC08597317	\$19,977.00
V521985	04/14/2023	ROBERT A BUCKNER	04/15/23-05/14/23	APRIL 23	\$3,244.00
V521986	04/14/2023	ROBERT WHITMORE FUND	DED:120 WHITMORE	PAY358P	\$79.62
V521987	04/14/2023	STATE ALARM INC	3/23 MONITORING	233530	\$26.50
V521988	04/14/2023	TEAMSTERS LOCAL 79	DED:176 TEAMSTERS	PAY358P	\$4,150.50
V521989	04/14/2023	TOSHIBA AMERICA BUSINESS SOLUTIONS	E&#8208; STUDIO 4518A DIG	2721072	\$4,946.00
V521989	04/14/2023	TOSHIBA AMERICA BUSINESS SOLUTIONS	2/23 COPIER LEASE	5839750	\$129.84
V521989	04/14/2023	TOSHIBA AMERICA BUSINESS SOLUTIONS	COPIES, COLOR COPIES BILL	5856778	\$35.54
V521989	04/14/2023	TOSHIBA AMERICA BUSINESS SOLUTIONS	COPIES, PAGE - BLACK/WHI	5839750	\$104.72
V521989	04/14/2023	TOSHIBA AMERICA BUSINESS SOLUTIONS	COPIES, PAGE - BLACK/WHI	5856825	\$88.13
V521989	04/14/2023	TOSHIBA AMERICA BUSINESS SOLUTIONS	3/23 COPIER LEASE	5856778	\$125.57
V521989	04/14/2023	TOSHIBA AMERICA BUSINESS SOLUTIONS	3/23 COPIER LEASE	5856825	\$129.84

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V521989	04/14/2023	TOSHIBA AMERICA BUSINESS SOLUTIONS	COPIES, BLACK AND WHITE	5856778	\$3.50
V521989	04/14/2023	TOSHIBA AMERICA BUSINESS SOLUTIONS	E&#8208; STUDIO 4518A DIG	2721071	\$4,946.00
V521990	04/14/2023	TRI CO COMMUNICATIONS INC	STN#1 E-206 RADIO	119008984-2	\$182.00
V521991	04/14/2023	UNIFIRST CORPORATION	UNIFORMS-ROADS	3370152383	\$293.00
V521991	04/14/2023	UNIFIRST CORPORATION	UNIFORMS-TRAFFIC	3370152383	\$145.65
V521991	04/14/2023	UNIFIRST CORPORATION	UNIFORMS-TRAFFIC	3370155656	\$39.64
V521991	04/14/2023	UNIFIRST CORPORATION	WASTEWATER UNIFORM SERVIC	3370158191	\$213.82
V521991	04/14/2023	UNIFIRST CORPORATION	WATER UNIFORM SERVICES: P	3370158191	\$125.42
V521991	04/14/2023	UNIFIRST CORPORATION	UNIFORMS-ROADS	3370155656	\$351.98
V521992	04/14/2023	WEST PUBLISHING CORPORATION	MAR23 RESEARCH SVCS	848096857	\$153.80
V521992	04/14/2023	WEST PUBLISHING CORPORATION	MAR23 SUBSCRIPTION	848068060	\$1,179.40
V521993	04/14/2023	WEX BANK	0496005041520	88252281	\$514.52
V521993	04/14/2023	WEX BANK	0496001443936	88219730	\$51,204.15
V521994	04/14/2023	WHETSTONE OIL COMPANY INC	WATER OPERATIONS FUEL - D	368888	\$720.26
V521994	04/14/2023	WHETSTONE OIL COMPANY INC	WASTEWATER OPERATIONS FUE	368888	\$720.26
V521995	04/14/2023	CAREATC INC	REIMB EXP 12/22	INV-53467	\$69,941.93
V521995	04/14/2023	CAREATC INC	REIMB EXP 1/23	INV-53941	\$74,446.77
V521995	04/14/2023	CAREATC INC	REIMB EXP 11/22	INV-52925	\$71,269.78
<b>Summary</b>					<b>\$2,712,309.41</b>

Note: If Vendor Name is "VOID-VOID-VOID", this signifies a payroll ACH Transaction  
 If Check Number begins with "EFT", this payment was processed electronically  
 If Check Number begins with "I", this payment was an internal payment within BCC departments  
 If Check Number begins with "V" this payment was an ACH payment to a Vendor electronically

## **Board of County Commissioners Checks Issued**

Check Number ▲	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
266903	04/18/2023	ACCESS MANAGEMENT CO LLC	7379 COMMERCIAL WAY	RA00008-09	\$205.79
266904	04/18/2023	ALBERT F POHOLEK	3498 RADA LN	S604280-03	\$8.52
266905	04/18/2023	ALECIA M KREBS	3441 CEDAR CREST LOOP	PP00738-02	\$170.82
266906	04/18/2023	ANGEL BAEZ	4584 CYNTHIA LN	S605011-11	\$104.10
266907	04/18/2023	ANTHONY VALROSE	10278 RAYBURN CT	S808077-01	\$48.13
266908	04/18/2023	ARAZOZA BROTHERS CORP	30480 CORTEZ BLVD	XX01564-00	\$1,775.36
266909	04/18/2023	ASH ENTERPRISES	13489 TUNDRA DR	XX01677-00	\$1,762.71
266910	04/18/2023	BED BATH & BEYOND # 1215	7187 COASTAL BLVD	CP00032-04	\$79.63
266911	04/18/2023	BOSSIO FINANCIAL LLC	6416 FINANCE AVE	WW00013-16	\$141.95
266912	04/18/2023	BRIAN JULBE & YARIMA PEREZ	6720 PINEHURST DR	S600793-03	\$169.76
266913	04/18/2023	CATHERINE MYTHEN & RAYMOND FLETCHER	7305 SUGARBUSH DR	TP01903-07	\$35.84
266914	04/18/2023	CBS44 INVESTMENT & REPAIRS CORP	7512 APACHE TRL	WK00555-00	\$23.22
266915	04/18/2023	CHARLES & CATHERINE WATERHOUSE	3264 LIFEBOAT LN	WD00022-06	\$212.00
266916	04/18/2023	CHARLES F SEBASTIAN	14112 DELSILVER DR	BK01201-12	\$158.14
266917	04/18/2023	CYNTHIA A BANDALY	15676 BROOKRIDGE BLVD	BK01621-06	\$50.88
266918	04/18/2023	D R HORTON	6222 PINEHURST DR	S608601-00	\$158.43
266919	04/18/2023	D R HORTON	9404 VANCOUVER RD	S814018-00	\$219.50
266920	04/18/2023	DANIEL P & LYNN J POWERS	8161 STOCKHOLM ST	HI00623-03	\$144.69
266921	04/18/2023	DAVID & JENNA LANCASTER	15530 BURBANK DR	QM00172-09	\$125.02
266922	04/18/2023	DAVID LATSCHA	11119 MAYFLOWER RD	S808040-05	\$68.10
266923	04/18/2023	DAVID P TALLBERG	9170 DUPONT AVE	S101182-01	\$131.11
266924	04/18/2023	DAVID W HETHORN II	7321 PINEHURST DR	S700105-11	\$107.84
266925	04/18/2023	DEBORAH DAVIS	405 COPPERFIELD RD	S606797-22	\$103.92
266926	04/18/2023	DENNIS R ZINK	2452 LEMA DR	IA23274-00	\$13.55
266927	04/18/2023	DEREK A PERKINS	10188 HEATHCLIFF ST	S807573-06	\$102.43
266928	04/18/2023	DESTINY L WADDY	7244 LAMPLIGHTER ST	S103645-07	\$95.24
266929	04/18/2023	DIVVY BROKERAGE LLC	1069 SHENANDOAH LN	S606382-12	\$124.84
266930	04/18/2023	DIVVY BROKERAGE LLC	5760 CACTUS CIR	S607442-03	\$96.58
266931	04/18/2023	DONNA C JANSCHWITZ	10199 ELGIN BLVD	S802037-01	\$46.45
266932	04/18/2023	EDWARD L RAMIREZ	1154 CONCORD AVE	S103935-10	\$143.20
266933	04/18/2023	EILENDYS LARA VALDES	9853 BAYSIDE CT	S806838-08	\$207.54
266934	04/18/2023	ELLEN C ALLEN	5298 FLORENTINE CT	S800746-02	\$34.90
266935	04/18/2023	ELREATHA L ATWOOD	10382 SPRING HILL DR	S812829-06	\$65.40
266936	04/18/2023	ELSA TORRES	542 FAIRBANKS RD	S812529-04	\$112.47
266937	04/18/2023	ENAYAT K SHIRAZI	1078 STILLWATER AVE	S606571-08	\$36.67
266938	04/18/2023	ENZO BUYS HOUSES LLC	7328 LAMPLIGHTER ST	S601242-04	\$28.49
266939	04/18/2023	ERIKA L AYERSFETTER & BRIAN C HUFF	2049 ESCOBAR AVE	S103922-08	\$105.88
266940	04/18/2023	ERNEST PAGNOZZI	6428 TALBOT CIR	S101849-04	\$44.78
266941	04/18/2023	ERVIS ZEJNELI	4125 EVERETT AVE	S909097-06	\$118.97
266942	04/18/2023	FRANCISCO J & BIANCA C MANGUAL	8225 COUNTY LINE RD	S608174-09	\$93.44
266943	04/18/2023	GARY & CARLA PALS	34972 HAWKIOWA RD	FD00030-02	\$131.15

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266944	04/18/2023	GARY L TOMASULO JR	2106 FORESTER WAY	TP00439-04	\$50.38
266945	04/18/2023	GEORGE A KIDD	12338 SHAFTON RD	S805213-05	\$101.92
266946	04/18/2023	GLORIA P KNICELY	12082 CADDIE AVE	HI00205-04	\$2.10
266947	04/18/2023	GREG C SONNANSTINE	8205 WEATHERFORD AVE	BK02146-01	\$168.76
266948	04/18/2023	HAILIE KASHANSKY	8992 HERNANDO WAY	RH00644-10	\$132.05
266949	04/18/2023	HAIR DAWG INVESTMENTS LLC	10322 WALTON ST	IA27915-00	\$13.80
266950	04/18/2023	HAVELA N DIAS	2865 LANDOVER BLVD	S809441-14	\$123.61
266951	04/18/2023	HEATHER NUGENT	1422 BERN LN	S811462-02	\$35.03
266952	04/18/2023	HILDELITA WARREN	4498 PLUMOSA ST	RO00023-04	\$216.05
266953	04/18/2023	HILLARY QUIGLEY	10535 SPRING HILL DR	C810782-06	\$120.21
266954	04/18/2023	HSR TAMPA LLC	3232 ELK LN	S601593-01	\$32.04
266955	04/18/2023	HUGUETTE SEGUIN DENEAU	8051 EASTERN CIRCLE DR	HI00384-07	\$65.32
266956	04/18/2023	IRBY CONSTRUCTION	8405 SUNSHINE GROVE RD	XX01689-00	\$1,695.49
266957	04/18/2023	ISAIAH M MARCANO	3434 DELTONA BLVD	C605553-04	\$232.56
266958	04/18/2023	JAMES F & KATHY M SURBAUGH	8060 WESTERN CIRCLE DR	HI00102-03	\$125.74
266959	04/18/2023	JARIELI HERNANDEZ	7012 MERRICK LN	S102454-08	\$29.70
266960	04/18/2023	JASON A MITSON	4011 JASON RD	S802518-10	\$195.29
266961	04/18/2023	JASON MONTALVO	7472 MEAD DR	S605031-19	\$245.02
266962	04/18/2023	JAZZMINE A PRUDENT	1319 MALONE AVE	S600444-08	\$23.71
266963	04/18/2023	JEFFREY FRATTO	11301 OUTRIGGER AVE	S808529-02	\$3.44
266964	04/18/2023	JESSE ROLON	7153 LYKES ST	WH00074-04	\$37.68
266965	04/18/2023	JESUS M VAZQUEZ	10155 SPRING HILL DR	S813426-06	\$101.94
266966	04/18/2023	JIMMY RIVERA	5419 ROBLE AVE	S812683-13	\$56.94
266967	04/18/2023	JOANN M CONTINO	12164 LINDEN DR	S910971-05	\$15.24
266968	04/18/2023	JOEY PEREZ	9381 MARLER RD	S810915-06	\$47.31
266969	04/18/2023	JOHN & SANDRA BYRNES	34987 ROMAR ST	FD00036-04	\$157.18
266970	04/18/2023	JORDAN A RUSSEL	11025 KEENE ST	S808417-02	\$46.57
266971	04/18/2023	JORGE LUIS PEREZ	10321 CHALMER ST	S813978-00	\$158.51
266972	04/18/2023	JOSEPH B QUINN SR	8761 FETTERBUSH CT	SJ00302-11	\$218.30
266973	04/18/2023	JOSEPH W & LAURA HUDGENS	8987 MISSISSIPPI RUN	GL01378-06	\$140.91
266974	04/18/2023	JUAN M HIDALGO	5188 MONTFORD CIR	S608597-01	\$45.52
266975	04/18/2023	JULIA R EBERLY	2164 DEGAS LN	S911805-15	\$91.35
266976	04/18/2023	K HOVNANIAN WINDWARD HOMES	14256 HOLLY HAMMOCK LN	SJ00036-00	\$73.50
266977	04/18/2023	KAREN E STRANGE	3448 MINNOW CREEK DR	HB00317-19	\$250.20
266978	04/18/2023	KATHLEEN SHALLCROSS	3169 LIGHTHOUSE WAY	WD00236-04	\$125.99
266979	04/18/2023	KATHLEEN V BILLET	6460 TREEHAVEN DR	S606574-02	\$141.88
266980	04/18/2023	KATHY DOUGHTY	7233 ROYAL OAK DR	LW00151-02	\$44.34
266981	04/18/2023	KELLY R ANDERSON	7450 WESTERN CIRCLE DR	HI00059-10	\$289.78
266982	04/18/2023	KENEATHA M ARNOLD	7365 PINEHURST DR	S602973-04	\$50.00
266983	04/18/2023	KIMBERLY GIBSON	2157 DEGAS LN	S911777-21	\$201.09
266984	04/18/2023	KINGS REALTY & RENTALS INC	10146 SLEEPY WILLOW CT	S806457-06	\$115.97
266985	04/18/2023	LACEDRICK COLLINS & MANDY BROWN	1212 ACADEMY AVE	S604652-08	\$24.11

## **Board of County Commissioners Checks Issued**

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266986	04/18/2023	LENA SAFFOLD	1354 TROY AVE	S100356-17	\$26.86
266987	04/18/2023	LESLIE L POLING	7700 DINSMORE ST	BK01496-07	\$30.00
266988	04/18/2023	LINDA COLEMAN	8008 FAIRLANE AVE	HI00775-15	\$156.08
266989	04/18/2023	LORIE M PENTIFALLO	5116 KIRKLAND AVE	S600997-13	\$128.60
266990	04/18/2023	LORIE M PENTIFALLO	5116 KIRKLAND AVE	S600997-13	\$36.17
266991	04/18/2023	LORNE C MCCAIG & KATHRYN BEACHAM	12086 ELDORADO AVE	HI00012-03	\$140.63
266992	04/18/2023	MAMLAKA LLC	5432 BIRCHWOOD RD	S804970-01	\$43.82
266993	04/18/2023	MARCO A ACEVEDO	7419 WABASH TRL	WK00342-09	\$111.83
266994	04/18/2023	MARGARET R CLAUDIO	1050 MARLOW AVE	S811899-07	\$10.79
266995	04/18/2023	MARIA G DEMATTEO	6144 PIEDMONT DR	S608614-01	\$50.05
266996	04/18/2023	MARK T KELLEY	13186 THRUSH ST	S811979-11	\$35.53
266997	04/18/2023	MARONDA HOMES	2270 WHITEWOOD AVE	S912953-00	\$38.16
266998	04/18/2023	MAUREEN G GIRTY RISK	7622 ST ANDREWS BLVD	RH00573-04	\$118.41
266999	04/18/2023	MAXINE RICHES	2384 WESTCHESTER BLVD	TP00215-03	\$148.02
267000	04/18/2023	MEGHAN K CHAPIN	14450 WAKE ROBIN DR	TR00418-06	\$161.24
267001	04/18/2023	MELANIE S WALDRON	111 SHELBY AVE	S813018-13	\$43.92
267002	04/18/2023	MELINDA STEPHENS & STEPHEN LY	14044 ANDREW SCOTT RD	PP00556-10	\$101.48
267003	04/18/2023	MELISSA C RUSSELL	7337 CANTERBURY ST	S608635-01	\$83.28
267004	04/18/2023	MELISSA S BOYD	1158 BARGER AVE	S803564-01	\$39.51
267005	04/18/2023	MERRICK E HARRISON	34931 FRASER ST	FD00015-02	\$37.33
267006	04/18/2023	MICHAEL A LAMA	9372 VANCOUVER RD	S103401-02	\$46.18
267007	04/18/2023	MICHAEL D EBELING	6278 SKYLINE CT	S600839-07	\$156.50
267008	04/18/2023	MICHAEL L & LINDA HOPPER	3233 LIFEBOAT LN	WD00162-02	\$207.12
267009	04/18/2023	MICHELLE GRACE KRAFT	4565 ESSEX LN	S607388-10	\$92.19
267010	04/18/2023	MICHELLE VIGIO	4043 LIGONIER RD	S800359-06	\$15.57
267011	04/18/2023	MRS MARTIN C MARKLAND	7142 LOGAN ST	S602633-00	\$4.12
267012	04/18/2023	MYND MANAGEMENT INC	3291 ROCKY AVE	S905833-05	\$121.75
267013	04/18/2023	NATALIE H SPEARS	380 HOLT LN	S603315-02	\$47.91
267014	04/18/2023	NATASHA E MILLS	8153 ROYCREST LN	S600736-05	\$201.86
267015	04/18/2023	OPENDOOR PROPERTY TRUST I	13740 HUNTING CREEK PL	AV00694-02	\$173.25
267016	04/18/2023	PARTNERS ASSOCIATED IN DEVELOPMENT	1339 PILGRIM RD	S600934-09	\$156.65
267017	04/18/2023	PATRICIA E ANDERSON	6121 SPRING HILL DR	S602790-03	\$39.47
267018	04/18/2023	PATRICK & ASHLEY ODELL	2446 APPIAN AVE	S806859-07	\$125.21
267019	04/18/2023	PAUL KERTESZ JR	9467 NORTHVALE ST	S813712-02	\$115.64
267020	04/18/2023	PCS CIVIL	34275 CORTEZ BLVD HYDRANT	XX01642-00	\$1,591.34
267021	04/18/2023	PEGGY BENNETT	7174 FAIRLANE AVE	HI01049-04	\$171.70
267022	04/18/2023	PEPPER CONTRACTING SERVICES INC	33191 CORTEZ BLVD	XX01559-00	\$1,748.00
267023	04/18/2023	PHILLIP J GALINSKY	9123 ALEXANDRIA DR	GL01082-05	\$87.97
267024	04/18/2023	PICKETTS PROPERTIES LLC	23298 CHRISTIAN CIR	DG00125-02	\$40.97
267025	04/18/2023	QUN ZHENG	7459 APACHE TRL	WK00422-10	\$29.77
267026	04/18/2023	RAFAEL & MILAGROS DEJESUS	7829 PINEHURST DR	S608550-00	\$144.89




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267027	04/18/2023	RANDY RIGDOW	11280 SEDGEFIELD AVE	S810942-02	\$2.55
267028	04/18/2023	RAYMUNDO C BACO	11007 ELGIN BLVD	S812692-02	\$88.32
267029	04/18/2023	RENEE H BADERMAN	8404 ELDRIDGE RD	S801007-00	\$90.28
267030	04/18/2023	RENU REAL ESTATE FL LLC	8066 KIMBERLY AVE	S603377-05	\$121.19
267031	04/18/2023	RICHARD & LISA HENNESSY	1448 OVERLAND DR	S802342-01	\$248.95
267032	04/18/2023	RICHARD ALAN ORR	7853 PINEHURST DR	S604606-08	\$211.60
267033	04/18/2023	ROBERT FELIBERTI	4529 BREAKWATER BLVD	RO00346-04	\$155.75
267034	04/18/2023	ROBERT WILKINS	12396 CONDE DR	HI00352-10	\$49.47
267035	04/18/2023	ROBERTO DIAZ DIAZ	436 SPRING HAVEN LOOP	S104301-14	\$122.68
267036	04/18/2023	ROBERTSONS RESTORATION INC	129 BATON AVE	S607092-06	\$50.65
267037	04/18/2023	ROCK IT RENTALS LLC	27135 AUBREY AVE	HL00281-10	\$401.30
267038	04/18/2023	ROGER J HOLDEN	8560 PINETOP RIDGE LN	SJ00045-09	\$129.50
267039	04/18/2023	RONALD MURRAY JR	8366 BAY DR	S607977-06	\$112.47
267040	04/18/2023	RUSSELL T IUCULANO	8024 FAIRLANE AVE	HI01628-07	\$128.90
267041	04/18/2023	RYAN J & KIMBERLY V KERR	5230 DEERFIELD AVE	S810379-04	\$113.69
267042	04/18/2023	SARAH E JONES	4599 CYNTHIA LN	S602191-04	\$20.93
267043	04/18/2023	SAVANNAH L HOLT	8368 BLACKSTONE ST	S808166-06	\$64.96
267044	04/18/2023	SCOTT & GAYLE CAMERON	8946 HIGHPOINT BLVD	HI00704-05	\$155.64
267045	04/18/2023	SCOTT J FERRIS	1139 TRYON CIR	S603257-07	\$57.37
267046	04/18/2023	SERGIO PEREZ	1198 NEWHOPE RD	S602038-10	\$42.46
267047	04/18/2023	SFR JV 1 2021 1 BORROWER LLC	4173 OASIS AVE	S607551-19	\$39.62
267048	04/18/2023	SFR JV-1 2020-1 BORROWER LLC	193 ROSEDALE AVE	S604709-11	\$40.60
267049	04/18/2023	SFR JV-2 2022-1 BORROWER LLC	177 FAIRMONT DR	AV00023-06	\$102.55
267050	04/18/2023	SFR XII TAMPA OWNER 1 LP	1040 EDGEHILL AVE	S810124-08	\$157.29
267051	04/18/2023	SHARON J HECTOR	7276 POND CIR	S606910-09	\$185.73
267052	04/18/2023	SHV HOMES 1 LLC	11013 LITTLE ST	S101905-02	\$35.62
267053	04/18/2023	SIENNA M MOFFETT	7057 COUNTY LINE RD	S103983-06	\$114.66
267054	04/18/2023	SONIA & RICHARD CASSANI	2182 BROADMOOR LN	TP00487-02	\$3.57
267055	04/18/2023	STEPHANNI R CINTULA	6095 PIEDMONT DR	S602811-08	\$111.46
267056	04/18/2023	TABITHA L ALLEN	6265 SEBRING ST	WW00367-19	\$235.77
267057	04/18/2023	TARALYN MUNSELL	8076 PINEHURST DR	S601933-02	\$85.70
267058	04/18/2023	THOMAS SAWYER	4506 FLOUNDER DR	HB00983-12	\$148.11
267059	04/18/2023	TORY L MACDONALD	6222 ANSLEY ST	S602522-03	\$45.92
267060	04/18/2023	TR HOME INVESTMENT TEAM LLC	421 EDGEHILL AVE	S602845-03	\$145.45
267061	04/18/2023	TRINITY PROPERTY MANAGEMENT GROUP	1437 HASTINGS RD	S809355-05	\$113.57
267062	04/18/2023	TUCKER REAL ESTATE EQUITY GROUP LLC	6680 PINEHURST DR	S605630-03	\$187.57
267063	04/18/2023	TYLER E BUSH	11048 SHEFFIELD RD	S811785-11	\$119.69
267064	04/18/2023	UNA BRYDSON	1167 NEWCOMB AVE	S812719-01	\$21.51
267065	04/18/2023	VICO REAL ESTATE LLC	4155 RAMONA DR	WK00113-02	\$17.77
267066	04/18/2023	VICTOR PORTOCARRERO	3059 MAGELLAN AVE	S811716-03	\$36.14
267067	04/18/2023	VINCENT V PAOLINE II	12279 KATHERWOOD ST	S808675-01	\$104.82
267068	04/18/2023	WANDA & WILKINS MARTINEZ	271 EASTPOINT CT	S604891-05	\$152.47

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267069	04/18/2023	WAYNE & BERYL GODMAN	3393 WINDJAMMER DR	WD00142-04	\$221.02
267070	04/18/2023	WEN HUI JIANG	1477 GALVESTON AVE	S910680-10	\$1.08
267071	04/18/2023	WENDY S MACCHIO	8146 OMAHA CIR	S605717-08	\$213.70
267072	04/18/2023	WESLEY B & SHANELLE N HADDIX	6442 TREEHAVEN DR	S101033-10	\$177.96
267073	04/18/2023	WILLIAM BEETZ	6027 AIRMONT DR	S807436-01	\$35.96
267074	04/18/2023	WILLIAM RYAN HOMES	818 TIERRA DR	WT00006-00	\$144.08
267075	04/18/2023	YANIRA CABEZUDO	11348 LINDEN DR	S808651-12	\$104.04
267076	04/18/2023	YASHENY M ALAMEDA	7475 MEAD DR	S605147-14	\$287.17
267077	04/18/2023	YASMANY HERNANDEZ	3230 AZALEA DR	HB02221-00	\$106.90
267078	04/18/2023	YUSNIER MENDOZA SILVA	2316 MARIETTA AVE	S805156-01	\$13.75
267079	04/21/2023	ABHINAV SHARMA	AIRPORT 4/9/23	76071	\$120.00
267080	04/21/2023	AFFORDABLE DUMPSTER RENTAL	REFUND DOUBLE CHARGE	323144333138	\$73.03
267081	04/21/2023	AIR MECHANICAL & SERVICE CORP	COMPRESSOR REPLACEMENT -	121663	\$7,279.61
267081	04/21/2023	AIR MECHANICAL & SERVICE CORP	HVAC SERVICE OVER 25 TONS	121609	\$554.66
267082	04/21/2023	AKCA INC	MARKING SERVICES, PAINTED	12364	\$110,640.96
267082	04/21/2023	AKCA INC	MARKING SERVICES, RAISED	12364	\$7,537.75
267083	04/21/2023	AMAZING NATIONAL SERVICES GROUP LLC	MAINTENANCE/MOWING, GROUND	21T000024243	\$5,030.00
267083	04/21/2023	AMAZING NATIONAL SERVICES GROUP LLC	MOWING, GROUND MAINTENANC	21T000024243	\$5,100.00
267084	04/21/2023	ANGELO'S AGGREGATE MATERIALS LTD	TIRES, DISPOSAL; WHOLE TI	107742	\$1,432.00
267085	04/21/2023	AVANTI COMPANY	EPO REPLACE 2 PRODUCTION	132557	\$7,548.00
267086	04/21/2023	BRW CONTRACTING INC	22-C00025 C4 DIRT EXC	PAYREQ#8	\$751,576.30
267086	04/21/2023	BRW CONTRACTING INC	22-C00025 RETAINAGE	PAYREQ#8	(\$37,578.81)
267087	04/21/2023	CENTURYLINK	311063726 4/4-5/3	311063726G3	\$25.50
267088	04/21/2023	CHARLIES PLUMBING INC	MAKE CONNECTIONS TO MODUL	144091	\$2,500.00
267089	04/21/2023	CHARTER COMMUNICATIONS	129931801 4/1-4/30	129931801G3	\$147.98
267090	04/21/2023	CHARTER COMMUNICATIONS	166978701 4/1-4/30	166978701G3	\$239.98
267091	04/21/2023	CHARTER COMMUNICATIONS	166978901 4/1-4/30	166978901G3	\$654.45
267092	04/21/2023	CHARTER COMMUNICATIONS	168735601 4/1-4/30	168735601G3	\$871.36
267093	04/21/2023	CHARTER COMMUNICATIONS	169221101 4/3-5/2	169221101G3	\$3,897.69
267094	04/21/2023	CHARTER COMMUNICATIONS	096643101 4/1-4/30	96643101G3	\$157.00
267095	04/21/2023	CIT BANK NA	COPIES, BLACK AND WHITE C	42010946	\$7.19
267095	04/21/2023	CIT BANK NA	3/10-4/09/23 CPR LSE	42010946	\$135.59
267095	04/21/2023	CIT BANK NA	COPIES, COLOR COPIES @ \$0	42010946	\$8.24
267096	04/21/2023	CITY ELECTRIC SUPPLY CO	SIGNAL MATERIALS	BRV-161522	\$157.60
267097	04/21/2023	CITY OF BROOKSVILLE	1040871000-10	1040871000F3	\$40.80
267097	04/21/2023	CITY OF BROOKSVILLE	1050420000-12	1050420000F3	\$122.88
267097	04/21/2023	CITY OF BROOKSVILLE	1067491100-10	1067491100F3	\$372.00
267097	04/21/2023	CITY OF BROOKSVILLE	1040640010-11	1040640010F3	\$213.63
267097	04/21/2023	CITY OF BROOKSVILLE	1067491041-11	1067491041F3	\$508.54
267098	04/21/2023	CIVIC INITIATIVES LLC	PROCUREMENT ACQUISITION S	HCFL001	\$15,725.95

## **Board of County Commissioners Checks Issued**

Check Number 	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
267099	04/21/2023	CLEARSTAR INC	PRE-EMP SCREENINGS	269614	\$1,693.62
267100	04/21/2023	CORE & MAIN LP	WATERLINES MATERIALS, PAR	S512626	\$5,902.66
267100	04/21/2023	CORE & MAIN LP	WATERLINES MATERIALS, PAR	S519251	\$1,187.08
267100	04/21/2023	CORE & MAIN LP	WATERLINES MATERIALS, PAR	S525054	\$1,597.12
267100	04/21/2023	CORE & MAIN LP	WATERLINES MATERIALS, PAR	S529879	\$897.46
267100	04/21/2023	CORE & MAIN LP	SEWER LINES MATERIALS, PA	S501549	\$314.65
267100	04/21/2023	CORE & MAIN LP	WATERLINES MATERIALS, PAR	S092562	\$204.50
267100	04/21/2023	CORE & MAIN LP	WATERLINES MATERIALS, PAR	S474230	\$898.89
267100	04/21/2023	CORE & MAIN LP	WATERLINES MATERIALS, PAR	S490322	\$765.00
267100	04/21/2023	CORE & MAIN LP	SEWER LINES MATERIALS, PA	S529879	\$897.46
267100	04/21/2023	CORE & MAIN LP	WATERLINES MATERIALS, PAR	S533080	\$4,463.80
267100	04/21/2023	CORE & MAIN LP	SEWER LINES MATERIALS, PA	S474230	\$898.89
267100	04/21/2023	CORE & MAIN LP	WATERLINES MATERIALS, PAR	R923455	\$89.55
267100	04/21/2023	CORE & MAIN LP	WATERLINES MATERIALS, PAR	S501549	\$314.65
267101	04/21/2023	CREMATION & MEMORIAL SOCIETY OF FL	PET CREMATIONS MAR23	9206	\$384.00
267102	04/21/2023	CROCKETTS TOWING LLC	U#22239,W/O 2023-1814	399516	\$316.00
267102	04/21/2023	CROCKETTS TOWING LLC	TOWING SVCS, U# 22239	400408	\$379.00
267102	04/21/2023	CROCKETTS TOWING LLC	TOWING SVCS, U#20092	399014	\$267.00
267103	04/21/2023	CUMMINS INC	ENG 13 OUTSIDE RPRS	B5-34046	\$896.40
267103	04/21/2023	CUMMINS INC	U# 20003 OUTSIDE RPRS	B5-32654	\$637.55
267103	04/21/2023	CUMMINS INC	U# 20007 OUTSIDE RPRS	B5-32657	\$1,504.20
267103	04/21/2023	CUMMINS INC	U# 20018 OUTSIDE RPRS	B5-32656	\$912.84
267104	04/21/2023	DENISE MARQUEZ	12/6/18 DM	18-87831	\$44.20
267105	04/21/2023	DESIGNLAB INC	REISSUE CK 266440	262063R	\$9,043.42
267106	04/21/2023	DOBBS EQUIPMENT LLC	W/O 91037 OUTSIDE RPR	493662	\$9,289.51
267107	04/21/2023	DUE NORTH CONSULTING INC	DIGITAL AUDIENCE ADS	39624	\$3,500.00
267109	04/21/2023	DUKE ENERGY	9100 8506 7925	85067925G3	\$58.10
267109	04/21/2023	DUKE ENERGY	9100 8506 9125	85069125G3	\$1,824.69
267109	04/21/2023	DUKE ENERGY	9100 8506 9307	85069307G3	\$58.21
267109	04/21/2023	DUKE ENERGY	9100 8507 0102	85070102G3	\$45.54
267109	04/21/2023	DUKE ENERGY	9100 8511 3619	85113619G3	\$483.87
267109	04/21/2023	DUKE ENERGY	9100 8531 6030	85316030G3	\$175.29
267109	04/21/2023	DUKE ENERGY	9100 8531 6379	85316379G3	\$195.93
267109	04/21/2023	DUKE ENERGY	9100 8531 6577	85316577G3	\$181.23
267109	04/21/2023	DUKE ENERGY	9100 8531 7908	85317908G3	\$118.99
267109	04/21/2023	DUKE ENERGY	9100 8531 8082	85318082G3	\$56.26
267109	04/21/2023	DUKE ENERGY	9100 8531 8256	85318256G3	\$287.06
267109	04/21/2023	DUKE ENERGY	9100 8605 5149	86055149G3	\$64.00
267109	04/21/2023	DUKE ENERGY	9100 8740 0166	87400166G3	\$30.79
267109	04/21/2023	DUKE ENERGY	9101 2873 2866	28732866G3	\$84.16
267109	04/21/2023	DUKE ENERGY	9100 8194 7724	81947724G3	\$702.99
267109	04/21/2023	DUKE ENERGY	9100 8511 1261	85111261G3	\$30.79

## **Board of County Commissioners Checks Issued**

Check Number ▲	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
267109	04/21/2023	DUKE ENERGY	9100 8551 9568	85519568G3	\$789.82
267109	04/21/2023	DUKE ENERGY	9101 2871 1663	28711663G3	\$112.45
267109	04/21/2023	DUKE ENERGY	9100 8531 5675	85315675G3	\$69.30
267109	04/21/2023	DUKE ENERGY	9100 8531 6973	85316973G3	\$533.54
267109	04/21/2023	DUKE ENERGY	9100 8552 1603	85521603G3	\$115.42
267109	04/21/2023	DUKE ENERGY	9100 8603 4102	86034102G3	\$570.23
267109	04/21/2023	DUKE ENERGY	9101 2873 4123	28734123G3	\$197.43
267109	04/21/2023	DUKE ENERGY	9101 2873 9079	28739079G3	\$114.79
267109	04/21/2023	DUKE ENERGY	9100 8502 2568	85022568G3	\$201.87
267109	04/21/2023	DUKE ENERGY	9100 8506 9753	85069753G3	\$31.79
267109	04/21/2023	DUKE ENERGY	9100 8531 7346	85317346G3	\$394.74
267109	04/21/2023	DUKE ENERGY	9101 2873 9251	28739251G3	\$58.31
267110	04/21/2023	FL DEPARTMENT OF FINANCIAL SERVICES	UCF CY21 CHECKS	197068	\$54,953.13
267111	04/21/2023	FMLASOURCE INC	9/1-11/30 FMLA MGMT	22095093	\$4,910.50
267111	04/21/2023	FMLASOURCE INC	3/1-5/31 FMLA MGMT	23030859	\$3,792.00
267112	04/21/2023	FORTILINE INC	WATERLINES MATERIALS, PAR	5960577	\$987.90
267112	04/21/2023	FORTILINE INC	WATERLINES MATERIALS, PAR	5984550	\$1,637.92
267112	04/21/2023	FORTILINE INC	WATERLINES MATERIALS, PAR	6018071	\$1,860.94
267112	04/21/2023	FORTILINE INC	SEWER LINES MATERIALS, PA	5927552	\$710.00
267112	04/21/2023	FORTILINE INC	SEWER LINES,SEWER PLANTS,	5958208	\$402.00
267112	04/21/2023	FORTILINE INC	WATERLINES MATERIALS, PAR	5945428	(\$545.00)
267112	04/21/2023	FORTILINE INC	WATERLINES, WATERPLANTS,	6020559	\$375.00
267112	04/21/2023	FORTILINE INC	SEWER LINES MATERIALS, PA	5945428	(\$545.00)
267112	04/21/2023	FORTILINE INC	WATERLINES MATERIALS, PAR	5960871	\$1,272.00
267112	04/21/2023	FORTILINE INC	SEWER LINES MATERIALS, PA	5984550	\$1,637.92
267112	04/21/2023	FORTILINE INC	SEWER LINES MATERIALS, PA	6018071	\$1,860.94
267112	04/21/2023	FORTILINE INC	WATERLINES MATERIALS, PAR	5927552	\$710.00
267112	04/21/2023	FORTILINE INC	WATERLINES MATERIALS, PAR	5958402	\$1,413.50
267112	04/21/2023	FORTILINE INC	WATERLINES, WATERPLANTS,	5958208	\$402.00
267113	04/21/2023	FRIENDS RECYCLING LLC	RECYCLABLE PROCESSING	121	\$18,236.76
267114	04/21/2023	GRAYROBINSON PA	INVESTIGATION	11133358	\$247.50
267114	04/21/2023	GRAYROBINSON PA	FIRE BARGAINING	11133383	\$27.50
267114	04/21/2023	GRAYROBINSON PA	GENERAL MATTERS	11133358	\$74.00
267115	04/21/2023	HACH COMPANY	MATERIALS, SEWER LAB TEST	13522385	\$3,024.46
267116	04/21/2023	HCUD-SOLID WASTE DIVISION	ACCT 250 MAR 23	MAR23250	\$68,718.29
267117	04/21/2023	HEALTHCARE CORRECTIONS X-RAY LLC	3/23 XRAYs	30179	\$455.00
267118	04/21/2023	HERNANDO COUNTY CLERK OF CIRCUIT	2023-CP-93/BILL 108	108	\$41.00
267119	04/21/2023	HERNANDO COUNTY CLERK OF CIRCUIT	2023-CC-491/BILL 109	109	\$310.00
267120	04/21/2023	HERNANDO COUNTY UTILITIES DEPT	FZ00047-01	FZ0004701F3	\$392.92
267120	04/21/2023	HERNANDO COUNTY UTILITIES DEPT	RZ00037-00	RZ0003700F3	\$9.34
267120	04/21/2023	HERNANDO COUNTY UTILITIES DEPT	AC00028-08	AC0002808F3	\$146.80
267120	04/21/2023	HERNANDO COUNTY UTILITIES DEPT	AC00101-00	AC0010100F3	\$159.62

## **Board of County Commissioners Checks Issued**

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267120	04/21/2023	HERNANDO COUNTY UTILITIES DEPT	C600326-00	C60032600G3	\$121.85
267120	04/21/2023	HERNANDO COUNTY UTILITIES DEPT	HC00088-00	HC0008800G3	\$49.39
267120	04/21/2023	HERNANDO COUNTY UTILITIES DEPT	C600561-00	C60056100G3	\$77.94
267120	04/21/2023	HERNANDO COUNTY UTILITIES DEPT	FZ00048-01	FZ0004801F3	\$44.85
267120	04/21/2023	HERNANDO COUNTY UTILITIES DEPT	FC00003-00	FC0000300G3	\$33.41
267120	04/21/2023	HERNANDO COUNTY UTILITIES DEPT	FZ00024-01	FZ0002401F3	\$510.28
267120	04/21/2023	HERNANDO COUNTY UTILITIES DEPT	HC00082-00	HC0008200G3	\$58.87
267120	04/21/2023	HERNANDO COUNTY UTILITIES DEPT	RZ00036-00	RZ0003600F3	\$101.61
267120	04/21/2023	HERNANDO COUNTY UTILITIES DEPT	WC00036-00	WC0003600G3	\$238.19
267121	04/21/2023	INGENAE LLC	AERIAL SURVEYS/MAPPING FO	5479	\$2,775.00
267122	04/21/2023	INVOICE CLOUD INC	SERVICES FOR MAR 23	2215-2023-3	\$9,129.90
267123	04/21/2023	JOHN SCOTT LLC	PERMIT REFUND	1459326	\$215.50
267124	04/21/2023	KELAR PACIFIC LLC	REISSUE CK 265713	SI-4024526R	\$900.00
267125	04/21/2023	LIFE EXTENSION CLINICS INC	HCFR EMP PHY 3/3/23	1639	\$638.00
267126	04/21/2023	MCKIM & CREED INC	LOCKHART WTP EXPANSION DE	196490	\$1,345.99
267126	04/21/2023	MCKIM & CREED INC	WISCON WATER TREATMENT PL	197771	\$25,596.51
267127	04/21/2023	MEGASCAPES LANDSCAPE & MAINTENANCE	SUPPLY, DELIVERY & PLACEM	40509	\$5,460.01
267128	04/21/2023	MIDWEST TAPE LLC	PUBLICATIONS & AUDIOVISUA	503481094	\$44.98
267128	04/21/2023	MIDWEST TAPE LLC	PUBLICATIONS & AUDIOVISUA	503509447	\$74.96
267129	04/21/2023	MUNICIPAL EMERGENCY SERVICES INC	ITEM # TECGEN 51- DELUXE-	IN1846174	\$42,814.00
267129	04/21/2023	MUNICIPAL EMERGENCY SERVICES INC	ITEM #TECGEN 51- DELUXE-C	IN1846174	\$47,091.00
267129	04/21/2023	MUNICIPAL EMERGENCY SERVICES INC	PRO-WARRINGTON LEATHER ST	IN1857677	\$4,760.00
267130	04/21/2023	NESSERALLA UNLIMITED CUSTOM	PAINT	GT3871	\$20,000.00
267130	04/21/2023	NESSERALLA UNLIMITED CUSTOM	PAINT	GT3870	\$20,000.00
267131	04/21/2023	NEXTRAN	REPAIR, THRU SHAFT ASSEMB	3W32452	\$4,292.19
267132	04/21/2023	ODYSSEY MANUFACTURING CO	CHLORINE LIQUID, CONTRACT	37471	\$2,443.75
267133	04/21/2023	OVERHEAD DOOR CO OF TAMPA BAY	OVERHEAD DOORS- INSTALL M	139436	\$5,883.00
267133	04/21/2023	OVERHEAD DOOR CO OF TAMPA BAY	OVERHEAD DOORS- REMOVE EX	139436	\$14,500.00
267134	04/21/2023	PALMDALE OIL COMPANY INC	FUEL, DIESEL CONTRACT PO	1951262	\$2,920.12
267134	04/21/2023	PALMDALE OIL COMPANY INC	FUEL, DIESEL CONTRACT PO	1953685	\$13,487.58
267135	04/21/2023	PARADIGM SOFTWARE LLC	SUPPORT, ANNUAL HEFL - CO	14393	\$19,488.66
267136	04/21/2023	PETERSEN INDUSTRIES INC	PARKS, REBUILD FOR UN	182943	\$83,199.88
267136	04/21/2023	PETERSEN INDUSTRIES INC	PARKS, REBUILD FOR UN	182945	\$49,188.16
267137	04/21/2023	THE PITNEY BOWES BANK INC	8000909011065989	4-5-23	\$208.99
267138	04/21/2023	RACE TO SAFETY TRAINING LLC	TTC CLASS - INTERMEDIATE	23048	\$2,255.00
267139	04/21/2023	REGENT PROPERTIES	SOE MAY 2023 RENT	21912	\$6,524.97
267139	04/21/2023	REGENT PROPERTIES	SOE TRASH SVC	21912	\$137.50
267139	04/21/2023	REGENT PROPERTIES	SOE WTR SWR STORM WTR	21912	\$104.00




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267140	04/21/2023	ROXANNE SAFFIOTI	10/21/19 TS	19-74994	\$250.00
267141	04/21/2023	RUDY WHEELER	8/14/20 RW	20-57007	\$105.27
267142	04/21/2023	SAFARI MICRO INC	LIEBERT INTELLISLOT COMM	SM401877	\$864.00
267142	04/21/2023	SAFARI MICRO INC	LIEBERT GTXT5	SM401877	\$3,024.00
267143	04/21/2023	SEGGIE CUSTOM BUILDERS LLC	19-R00007-47 REL RETN	PAYREQ#6	\$8,510.60
267143	04/21/2023	SEGGIE CUSTOM BUILDERS LLC	19-R00007-47 WS TC	PAYREQ#6	\$3,364.39
267144	04/21/2023	SHAMROCK ENVIRONMENTAL CORPORATION	DISPOSAL AND TRANSPORTATI	341036	\$4,677.66
267144	04/21/2023	SHAMROCK ENVIRONMENTAL CORPORATION	DISPOSAL AND TRANSPORTATI	341441	\$1,167.66
267144	04/21/2023	SHAMROCK ENVIRONMENTAL CORPORATION	DISPOSAL AND TRANSPORTATI	341693	\$2,887.02
267145	04/21/2023	SMC PINE HOLDINGS LLC	QED MP10 CONTROLLER	US1239001922	(\$21.75)
267145	04/21/2023	SMC PINE HOLDINGS LLC	QED MP10 CONTROLLER	US1230003310	\$3,466.75
267146	04/21/2023	SOUTHERN RESCUE TOOLS	REPAIR PARTS,SHIPPNG	3151	\$120.00
267147	04/21/2023	SOUTHERN SECURITY TITLE SERVICES	23-008 FY21/22 WALKER	WALKER D	\$20,000.00
267148	04/21/2023	SPRINGS COAST ENVIRONMENTAL	22/23 WTR CNSRV GRANT	10-20-22	\$5,000.00
267149	04/21/2023	STEVEN GEORGE	AIRPORT 4/8/23	76050	\$120.00
267150	04/21/2023	STEWART R DERRYBERRY	01352477 REFUND	3-1-23	\$5,184.48
267151	04/21/2023	SUNSHINE STATE ONE CALL OF FL INC	3/23 LINE LOCATES	PSINV1021878	\$776.81
267152	04/21/2023	SUPERIOR ASPHALT INC	ASPHALT CONCRETE TYPE SP-	232003-01	\$1,031.56
267152	04/21/2023	SUPERIOR ASPHALT INC	ASPHALT CONCRETE TYPE SP-	232003-02	\$177.94
267152	04/21/2023	SUPERIOR ASPHALT INC	ASPHALT CONCRETE TYPE SP-	232003-03	\$874.12
267153	04/21/2023	TADDEO ELECTRICAL CONTRACTORS INC	INSTALL (7) CUSTOMER SUPP	20221231-3	\$5,261.44
267154	04/21/2023	TARA CAMP	CONSULTING SERVICES WITH	101	\$512.50
267155	04/21/2023	TECHNICAL RESOURCE MANAGEMENT LLC	SCREENS, 9-PANEL URINE SC	11650033123	\$1,961.00
267155	04/21/2023	TECHNICAL RESOURCE MANAGEMENT LLC	SWABS, SALICA ORAL SWABS	51910033123	\$240.00
267155	04/21/2023	TECHNICAL RESOURCE MANAGEMENT LLC	SCREENING, COMPREHENSIVE	11650033123	\$70.00
267155	04/21/2023	TECHNICAL RESOURCE MANAGEMENT LLC	SWABS, SALICA ORAL SWABS	11650033123	\$112.00
267155	04/21/2023	TECHNICAL RESOURCE MANAGEMENT LLC	FENTANYL TESTING. QUANTI	51910033123	\$202.00
267155	04/21/2023	TECHNICAL RESOURCE MANAGEMENT LLC	SCREENS, 9-PANEL URINE SC	51910033123	\$934.25
267155	04/21/2023	TECHNICAL RESOURCE MANAGEMENT LLC	FENTANYL TESTING. QUANTI	11650033123	\$424.00
267156	04/21/2023	TEXAS TRAILERS SALES AND SERVICE	TRAILER, SPECIFICATION #4	4005813	\$11,259.00
267157	04/21/2023	TLS SURVEYORS AND MAPPERS INC	RIGHT OF WAY SURVEY	31471	\$2,875.00
267158	04/21/2023	TRAVELERS	POL 15P64114ZLP	625365	\$11,381.59
267159	04/21/2023	TRI COUNTY LOCKSMITH	EMERGENCY LOCKSMITH SERVI	78294	\$135.00
267160	04/21/2023	VECTOR FLEET MANAGEMENT LLC	MANAGEMENT FEE	289870	\$7,671.58
267160	04/21/2023	VECTOR FLEET MANAGEMENT LLC	MANAGEMENT FEE	290087	\$7,671.58
267160	04/21/2023	VECTOR FLEET MANAGEMENT LLC	AUTO MAINTENANCE PARTS AN	289870	\$109,854.42
267160	04/21/2023	VECTOR FLEET MANAGEMENT LLC	AUTO MAINTENANCE PARTS AN	290087	\$84,651.12
267161	04/21/2023	VERIZON WIRELESS	421672038-00003 3/23	9930840665	\$126.88

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267162	04/21/2023	VERIZON WIRELESS	322243115-00001 4/1	9931397711	\$1,876.36
267163	04/21/2023	VERIZON WIRELESS	942196943-00001 4/1	9931515291	\$162.68
267164	04/21/2023	VORTEX SERVICES LLC	SERVICES (REPAIR), A CONT	309933	\$44,600.00
267165	04/21/2023	W W GRAINGER INC	SUPPLIES, JANITORIAL, ORD	9659512488	\$824.74
267165	04/21/2023	W W GRAINGER INC	TOILET PAPER	9665767472	\$450.15
267168	04/21/2023	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832777	1832777G3	\$108.04
267168	04/21/2023	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832839	1832839G3	\$233.92
267168	04/21/2023	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832846	1832846G3	\$1,844.37
267168	04/21/2023	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832847	1832847G3	\$236.36
267168	04/21/2023	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832849	1832849G3	\$413.66
267168	04/21/2023	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832860	1832860G3	\$42.60
267168	04/21/2023	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832873	1832873F3	\$649.16
267168	04/21/2023	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949942	1949942G3	\$63.05
267168	04/21/2023	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949944	1949944G3	\$43.14
267168	04/21/2023	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949961	1949961G3	\$203.52
267168	04/21/2023	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949975	1949975G3	\$74.68
267168	04/21/2023	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2182289	2182289G3	\$235.93
267168	04/21/2023	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832427	1832427G3	\$1,342.97
267168	04/21/2023	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832539	1832539G3	\$427.00
267168	04/21/2023	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832734	1832734G3	\$127.96
267168	04/21/2023	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832794	1832794G3	\$87.42
267168	04/21/2023	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832799	1832799G3	\$72.75
267168	04/21/2023	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832806	1832806G3	\$40.16
267168	04/21/2023	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832809	1832809F3	\$42.91
267168	04/21/2023	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832881	1832881G3	\$1,257.89
267168	04/21/2023	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949937	1949937G3	\$355.85
267168	04/21/2023	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949939	1949939G3	\$73.53
267168	04/21/2023	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949943	1949943G3	\$46.37
267168	04/21/2023	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949951	1949951G3	\$54.32
267168	04/21/2023	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949960	1949960G3	\$168.14
267168	04/21/2023	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949968	1949968G3	\$78.51
267168	04/21/2023	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949972	1949972G3	\$280.21
267168	04/21/2023	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2032796	2032796G3	\$441.98
267168	04/21/2023	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2193919	2193919G3	\$180.72
267168	04/21/2023	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2222575	2222575G3	\$75.11
267168	04/21/2023	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2234708	2234708G3	\$138.81
267168	04/21/2023	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2249640	2249640G3	\$111.79
267168	04/21/2023	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832793	1832793G3	\$72.22
267168	04/21/2023	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832824	1832824F3	\$71.35
267168	04/21/2023	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832836	1832836G3	\$59.91
267168	04/21/2023	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949946	1949946G3	\$58.26
267168	04/21/2023	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949965	1949965G3	\$68.47

## **Board of County Commissioners Checks Issued**

Check Number 	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
267168	04/21/2023	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949984	1949984G3	\$67.76
267168	04/21/2023	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949987	1949987G3	\$5,369.23
267168	04/21/2023	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2101272	2101272G3	\$553.37
267168	04/21/2023	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1159766	1159766G3	\$49.69
267168	04/21/2023	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832795	1832795G3	\$51.09
267168	04/21/2023	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832801	1832801F3	\$1,020.91
267168	04/21/2023	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832805	1832805G3	\$233.74
267168	04/21/2023	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832827	1832827G3	\$52.04
267168	04/21/2023	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832837	1832837G3	\$69.87
267168	04/21/2023	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832838	1832838G3	\$18,479.13
267168	04/21/2023	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832858	1832858G3	\$2,464.80
267168	04/21/2023	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949945	1949945G3	\$57.46
267168	04/21/2023	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2161310	2161310G3	\$123.84
267168	04/21/2023	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2162271	2162271G3	\$172.16
267168	04/21/2023	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2242791	2242791F3	\$59.47
V521996	04/21/2023	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	723508	\$16.00
V521996	04/21/2023	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	724942	\$16.00
V521996	04/21/2023	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	722150	\$16.00
V521996	04/21/2023	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	722157	\$16.00
V521996	04/21/2023	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	722260	\$16.00
V521996	04/21/2023	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	722261	\$16.00
V521996	04/21/2023	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	724939	\$16.00
V521996	04/21/2023	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	723509	\$16.00
V521996	04/21/2023	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	723510	\$16.00
V521996	04/21/2023	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	725021	\$53.00
V521996	04/21/2023	ADVANCED ENVIRONMENTAL LABS INC	WATER LABORATORY TESTING	724855	\$666.00
V521996	04/21/2023	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	722554	\$60.00
V521996	04/21/2023	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	722556	\$53.00
V521996	04/21/2023	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	722557	\$16.00
V521996	04/21/2023	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	722559	\$16.00
V521996	04/21/2023	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	722560	\$16.00
V521996	04/21/2023	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	723515	\$60.00

## **Board of County Commissioners Checks Issued**

Check Number ▲	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
V521996	04/21/2023	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	725349	\$16.00
V521996	04/21/2023	ADVANCED ENVIRONMENTAL LABS INC	WATER LABORATORY TESTING	724985	\$297.00
V521996	04/21/2023	ADVANCED ENVIRONMENTAL LABS INC	WATER LABORATORY TESTING	725685	\$351.00
V521997	04/21/2023	AIRGAS INC	REFILL OF OXYGEN CYCLINDE	9136835474	\$145.14
V521997	04/21/2023	AIRGAS INC	DELIVERY/HAZMAT FEE OF OX	9136835474	\$40.00
V521997	04/21/2023	AIRGAS INC	DELIVERY/HAZMAT FEE OF OX	9136935892	\$40.00
V521997	04/21/2023	AIRGAS INC	REFILL OF OXYGEN CYCLINDE	9136835655	\$51.41
V521997	04/21/2023	AIRGAS INC	DELIVERY/HAZMAT FEE OF OX	9136835655	\$40.00
V521997	04/21/2023	AIRGAS INC	REFILL OF OXYGEN CYCLINDE	9136935892	\$196.55
V521998	04/21/2023	ALL AMERICAN U-CART CONCRETE	CONCRETE READY MIX AND DE	16	\$385.50
V521999	04/21/2023	AMERICAN CONSTRUCTION SERVICES INC	22-CG0064 ADA BUS STO	PAYREQ#4	\$95,276.58
V521999	04/21/2023	AMERICAN CONSTRUCTION SERVICES INC	22-CG0064 RETAINAGE	PAYREQ#4	(\$4,763.83)
V522000	04/21/2023	AMERICAN INFRASTRUCTURE DEVELOPMENT	PREPARE AND SUBMIT RECORD	BKV20016A310	\$353.60
V522000	04/21/2023	AMERICAN INFRASTRUCTURE DEVELOPMENT	BASIC SERVICES	BKV20016A310	\$2,075.52
V522000	04/21/2023	AMERICAN INFRASTRUCTURE DEVELOPMENT	AECOM TECHNICAL SERVICES	BKV20016A310	\$668.39
V522000	04/21/2023	AMERICAN INFRASTRUCTURE DEVELOPMENT	GRANT SERVICES	BKV20016A310	\$668.20
V522001	04/21/2023	BAKER & TAYLOR INC	LIBRARY MATERIALS	2037371277	\$1,198.32
V522002	04/21/2023	BAYCARE BEHAVIORAL HEALTH INC	CELLULAR SERVICE (2 PHONE	MARCH 23	\$30.36
V522002	04/21/2023	BAYCARE BEHAVIORAL HEALTH INC	PEER SPECIALIST	MARCH 23	\$3,205.73
V522002	04/21/2023	BAYCARE BEHAVIORAL HEALTH INC	RESIDENTIAL TREATMENT BED	MARCH 23	\$5,580.00
V522002	04/21/2023	BAYCARE BEHAVIORAL HEALTH INC	TRAVEL REIMBURSEMENT	MARCH 23	\$108.16
V522002	04/21/2023	BAYCARE BEHAVIORAL HEALTH INC	ADMINISTRATION FEES	MARCH 23	\$1,570.82
V522002	04/21/2023	BAYCARE BEHAVIORAL HEALTH INC	MASTERS LEVEL CLINICAN	MARCH 23	\$5,194.38
V522003	04/21/2023	BRODART CO	LIBRARY BOOKS, NON-PRINT L	B6569696	\$1,004.62
V522003	04/21/2023	BRODART CO	LIBRARY BOOKS, NON-PRINT L	B6571701	\$376.37
V522003	04/21/2023	BRODART CO	LIBRARY BOOKS, NON-PRINT L	B6572989	\$287.87
V522003	04/21/2023	BRODART CO	LIBRARY BOOKS, NON-PRINT L	B6577626	\$789.96
V522003	04/21/2023	BRODART CO	LIBRARY BOOKS, NON-PRINT L	B6577691	\$874.60
V522003	04/21/2023	BRODART CO	LIBRARY BOOKS, NON-PRINT L	B6573909	\$47.56
V522003	04/21/2023	BRODART CO	LIBRARY BOOKS, NON-PRINT L	B6569022	\$933.55
V522003	04/21/2023	BRODART CO	LIBRARY BOOKS, NON-PRINT L	B6571751	\$998.41
V522003	04/21/2023	BRODART CO	LIBRARY BOOKS, NON-PRINT L	B6573033	\$45.69
V522003	04/21/2023	BRODART CO	LIBRARY BOOKS, NON-PRINT L	B6573176	\$828.52
V522003	04/21/2023	BRODART CO	LIBRARY BOOKS, NON-PRINT L	B6573158	\$309.00
V522003	04/21/2023	BRODART CO	LIBRARY BOOKS, NON-PRINT L	B6575617	\$838.96
V522004	04/21/2023	CATHEDRAL CORPORATION	MAR CYCLE #4 750097	614891	\$6,148.51
V522005	04/21/2023	CENTRAL TESTING LABORATORY INC	GEOTECHNICAL & MATERIAL T	1028464	\$975.00
V522005	04/21/2023	CENTRAL TESTING LABORATORY INC	MATERIALS TESTING	1028474	\$174.38

## **Board of County Commissioners Checks Issued**


Check Number ▲	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
V522005	04/21/2023	CENTRAL TESTING LABORATORY INC	MATERIALS TESTING	1028481	\$306.75
V522005	04/21/2023	CENTRAL TESTING LABORATORY INC	ELGIN BLVD FROM DELTONA B	1028463	\$342.00
V522006	04/21/2023	COASTAL ENGINEERING ASSOCIATES INC	PHASE 2-ENG SVCS: ANDERSO	353796	\$2,657.60
V522006	04/21/2023	COASTAL ENGINEERING ASSOCIATES INC	CONTRACT #18-R00020/PH, T	353795	\$8,508.43
V522006	04/21/2023	COASTAL ENGINEERING ASSOCIATES INC	ENG SVC THRU 3/31/23	353803	\$2,629.00
V522006	04/21/2023	COASTAL ENGINEERING ASSOCIATES INC	TASK 2 - PROFESSIONAL ENG	353792	\$4,844.00
V522006	04/21/2023	COASTAL ENGINEERING ASSOCIATES INC	CONTRACT 18-R00045	353793	\$327.00
V522006	04/21/2023	COASTAL ENGINEERING ASSOCIATES INC	ENG SVC THRU 3/31/23	353794	\$13,208.60
V522006	04/21/2023	COASTAL ENGINEERING ASSOCIATES INC	SEPTIC TO SEWER CONVERSIO	353779	\$148,635.22
V522006	04/21/2023	COASTAL ENGINEERING ASSOCIATES INC	TASK 4 - PROFESSIONAL ENG	353792	\$2,660.80
V522006	04/21/2023	COASTAL ENGINEERING ASSOCIATES INC	MISCELLANEOUS EXPENSES (S	353792	\$2,125.00
V522006	04/21/2023	COASTAL ENGINEERING ASSOCIATES INC	SHERMAN HILLS AREA DIVERS	353791	\$6,836.80
V522007	04/21/2023	CORRECTCARE INTEGRATED HEALTH LLC	INMATE MED BILLING	HHS21	\$367.22
V522007	04/21/2023	CORRECTCARE INTEGRATED HEALTH LLC	INMATE MED BILLING	HHS22	\$602.76
V522008	04/21/2023	DEEB CONSTRUCTION & DEVELOPMENT	FY22-105 VERANO INTER	PAYREQ#1	\$65,608.61
V522009	04/21/2023	FERGUSON ENTERPRISES LLC	WATER METER---RADIO READ-	1987443	\$499,902.00
V522009	04/21/2023	FERGUSON ENTERPRISES LLC	WATERLINES MATERIALS, PAR	WT018500-6	\$748.08
V522009	04/21/2023	FERGUSON ENTERPRISES LLC	WATERLINES MATERIALS, PAR	WT018500-5	\$593.28
V522010	04/21/2023	GOODWIN BROS CONSTRUCTION INC	22-C00127 ES/EC RESRF	PAYREQ#1	\$149,387.67
V522010	04/21/2023	GOODWIN BROS CONSTRUCTION INC	22-C00127 RETAINAGE	PAYREQ#1	(\$7,469.38)
V522011	04/21/2023	HAGAN HOLDING COMPANY	USED OIL, SVC FEE	480304	\$50.00
V522011	04/21/2023	HAGAN HOLDING COMPANY	USED OIL,SVC FEE	482833	\$50.00
V522011	04/21/2023	HAGAN HOLDING COMPANY	FLTR RECYCL,SVC FEE	484778	\$210.00
V522011	04/21/2023	HAGAN HOLDING COMPANY	USED OIL,ANTIFREEZE	480299	\$151.25
V522012	04/21/2023	HERNANDO COUNTY CLERK OF CIRCUIT	3/23 HCUJ ESCROW	456580	\$50.00
V522013	04/21/2023	HERNANDO COUNTY CLERK OF CIRCUIT	ZMWEBINAR 4/13-5/12	IT23-022	\$40.00
V522014	04/21/2023	INTEGRITY RESOURCES STAFFING INC	272 WE 1/8/23	13-29582	\$464.16
V522014	04/21/2023	INTEGRITY RESOURCES STAFFING INC	390 WE 2/5/23	13-29623	\$968.76
V522014	04/21/2023	INTEGRITY RESOURCES STAFFING INC	390 WE 1/29/23	13-29581	\$758.16
V522014	04/21/2023	INTEGRITY RESOURCES STAFFING INC	272 WE 3/26/23	13-29915	\$1,237.76
V522014	04/21/2023	INTEGRITY RESOURCES STAFFING INC	390 WE 2/19/23	13-29706	\$489.65
V522014	04/21/2023	INTEGRITY RESOURCES STAFFING INC	272 WE 4/2/23	13-29963	\$2,146.74
V522014	04/21/2023	INTEGRITY RESOURCES STAFFING INC	360 WE 3/19/23	13-29965	\$481.82
V522014	04/21/2023	INTEGRITY RESOURCES STAFFING INC	360 WE 4/2/23	13-29966	\$1,344.60
V522015	04/21/2023	JOSEPH FANNIN	MAR23 MOWRURAL	4309	\$25,323.92
V522016	04/21/2023	KENNETH WARNSTADT ESQ	9/14 SPEC MSTR HEARNG	3-27-23	\$455.00
V522017	04/21/2023	LEXISNEXIS RISK DATA MANAGEMENT INC	1723577 3/1-3/31/23	20230331	\$125.87
V522018	04/21/2023	LYRIC SERVICES INC	22-CG0017 RETAINAGE	PAYREQ#4	(\$2,581.94)
V522018	04/21/2023	LYRIC SERVICES INC	22-CG0017 LPSON BDWLK	PAYREQ#4	\$51,638.75
V522019	04/21/2023	MILLER BROS GIANT TIRE SERVICE INC	TIRE, REPAIR AND REPLACE	10043999	\$243.91
V522019	04/21/2023	MILLER BROS GIANT TIRE SERVICE INC	TIRES, PURCHASES & REPAIR	10044028	\$27.70
V522019	04/21/2023	MILLER BROS GIANT TIRE SERVICE INC	TIRES, PURCHASES & REPAIR	10044036	\$1,506.56



## **Board of County Commissioners Checks Issued**

Check Number ▲	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
V522019	04/21/2023	MILLER BROS GIANT TIRE SERVICE INC	TIRES, PURCHASES & REPAIR	10044047	\$1,536.00
V522019	04/21/2023	MILLER BROS GIANT TIRE SERVICE INC	TIRES, PURCHASES & REPAIR	10044015	\$309.43
V522019	04/21/2023	MILLER BROS GIANT TIRE SERVICE INC	TIRES, PURCHASES & REPAIR	10043964	\$347.43
V522020	04/21/2023	PACE ANALYTICAL SERVICES LLC	TESTING, LAB TESTING SERV	2335541014	\$123.00
V522021	04/21/2023	RAFTELIS FINANCIAL CONSULTANTS INC	PROF SVC 3/01-3/31/23	27641	\$12,190.00
V522022	04/21/2023	REPUBLIC SERVICES OF FLORIDA LP	307620014154 3298098	762003298098	\$668.03
V522022	04/21/2023	REPUBLIC SERVICES OF FLORIDA LP	307620014158 3298099	762003298099	\$238.59
V522022	04/21/2023	REPUBLIC SERVICES OF FLORIDA LP	307620014181 3298102	762003298102	\$1,049.77
V522023	04/21/2023	SJUR SOLUTIONS INC	ADDITIONAL COST OF \$20 IF	1057	\$8,580.00
V522023	04/21/2023	SJUR SOLUTIONS INC	MINIMUM OF 200 INSPECTION	1057	\$4,000.00
V522023	04/21/2023	SJUR SOLUTIONS INC	ADDITIONAL SERVICE OF VID	1057	\$4,403.00
V522024	04/21/2023	STATE ALARM INC	3/23 MONITORING	233531	\$26.50
V522024	04/21/2023	STATE ALARM INC	3/23 MONITORING	233528	\$152.00
V522024	04/21/2023	STATE ALARM INC	3/23 MONITORING	233540	\$26.50
V522024	04/21/2023	STATE ALARM INC	4/23 MONITORING	234284	\$62.50
V522024	04/21/2023	STATE ALARM INC	3/23 MONITORING	233527	\$201.50
V522024	04/21/2023	STATE ALARM INC	4/23 MONITORING	234281	\$52.50
V522024	04/21/2023	STATE ALARM INC	4/23 MONITORING	234282	\$62.50
V522024	04/21/2023	STATE ALARM INC	11809 3/23 SAO STRG	233529	\$16.50
V522024	04/21/2023	STATE ALARM INC	4/23 MONITORING	234283	\$62.50
V522025	04/21/2023	UNIFIRST CORPORATION	ENGINEER UNIFORM SERVICES	3370161788	\$5.33
V522025	04/21/2023	UNIFIRST CORPORATION	METER READER UNIFORM SERV	3370161789	\$38.39
V522025	04/21/2023	UNIFIRST CORPORATION	UNIFORMS-CONV CTRS	3370159193	\$3.65
V522025	04/21/2023	UNIFIRST CORPORATION	CLOTHING, APPAREL, UNIFOR	3370159218	\$57.10
V522025	04/21/2023	UNIFIRST CORPORATION	UNIFORMS-CONV CTRS	3370162839	\$3.65
V522025	04/21/2023	UNIFIRST CORPORATION	UNIFORMS-OFF PPR.MTL	3370162839	\$5.46
V522025	04/21/2023	UNIFIRST CORPORATION	UNIFORMS-OFF PPR/MTL	3370159193	\$5.46
V522025	04/21/2023	UNIFIRST CORPORATION	RELATED PRODUCTS AND SERV	3370159218	\$4.17
V522025	04/21/2023	UNIFIRST CORPORATION	UNIFORMS-HHW/SQG	3370159193	\$4.18
V522025	04/21/2023	UNIFIRST CORPORATION	UNIFORMS-TIRES	3370162839	\$0.33
V522025	04/21/2023	UNIFIRST CORPORATION	UNIFORMS-YRD WASTE	3370162839	\$30.60
V522025	04/21/2023	UNIFIRST CORPORATION	WASTEWATER UNIFORM SERVIC	3370161743	\$211.89
V522025	04/21/2023	UNIFIRST CORPORATION	WATER UNIFORM SERVICES: P	3370161743	\$115.85
V522025	04/21/2023	UNIFIRST CORPORATION	ENGINEER UNIFORM SERVICES	3370158208	\$5.33
V522025	04/21/2023	UNIFIRST CORPORATION	METER READER UNIFORM SERV	3370158209	\$38.39
V522025	04/21/2023	UNIFIRST CORPORATION	RELATED PRODUCTS AND SERV	3370159220	\$31.27
V522025	04/21/2023	UNIFIRST CORPORATION	UNIFORMS-HHW/SQG	3370162839	\$4.18
V522025	04/21/2023	UNIFIRST CORPORATION	UNIFORMS-TIRES	3370159193	\$0.33
V522025	04/21/2023	UNIFIRST CORPORATION	UNIFORMS-YARD WASTE	3370159193	\$30.60

## **Board of County Commissioners Checks Issued**

Check Number 	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
V522026	04/21/2023	UNIVERSITY OF FLORIDA	2ND QTR P/E 3/31/23	I000116484	\$107,341.76
V522027	04/21/2023	WHARTON-SMITH INC	20-CG0122 AWRF PH-111	PAYREQ#26	\$34,294.90
V522027	04/21/2023	WHARTON-SMITH INC	20-CG0122 RETAINAGE	PAYREQ#26	(\$1,714.74)
<b>Summary</b>					<b>\$3,205,397.22</b>

Note: If Vendor Name is "VOID-VOID-VOID", this signifies a payroll ACH Transaction

If Check Number begins with "EFT", this payment was processed electronically

If Check Number begins with "I", this payment was an internal payment within BCC departments

If Check Number begins with "V" this payment was an ACH payment to a Vendor electronically



## Board of County Commissioners

### AGENDA ITEM

Meeting: 05/09/2023  
Department: Code Enforcement  
Prepared By: Laura Simmons  
Initiator: Aaron Pool  
DOC ID: 12049  
Legal Request Number: 23-172  
Bid/Contract Number:

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#### TITLE

Various Discharges of Orders and Satisfactions of Code Enforcement Special Master Liens

#### BRIEF OVERVIEW

Attached please find discharge of order and satisfaction of lien documents for persons who have satisfied liens imposed by the Special Master for certain code violations.

These documents require Board approval to release the lien, the Chairman's signature upon them and that the documents be recorded in the Official Records. The County received satisfaction for the liens in the total amount of \$2,004.13

#### FINANCIAL IMPACT

Total Discharge and Satisfaction Receipt \$2,004.13 Allocated as the following:  
Fines and Forfeits Revenue = \$1,610.00, Account No. 0011-01531-3540020, Cert. Mail & Fees = \$135.06, Account No. 0011-01531-3699000, Satisfaction Recording Fees = \$30.00, Account No. 0011-01531-5304923, Interest = \$229.07 0011-01531-3611000.

#### LEGAL NOTE

Pursuant to Chapter 125, Florida Statutes, the Board has authority to take the recommended action.

#### RECOMMENDATION

It is recommended that the Board approve the discharge of order and satisfaction of lien documents, authorize the Chairman's signature upon them, and authorize their recordation into the Official County Records.

#### REVIEW PROCESS

Frank McCabe	Approved	03/29/2023 7:14 AM
Aaron Pool	Approved	03/29/2023 3:11 PM
Toni Brady	Approved	03/30/2023 7:41 AM
Pamela Hare	Approved	03/30/2023 9:13 AM
Kyle Benda	Approved	03/30/2023 9:51 AM
Heidi Kurppe	Approved	03/30/2023 9:54 AM
Tobey Phillips	Approved	03/30/2023 9:55 AM
Jeffrey Rogers	Approved	04/01/2023 11:24 PM
Colleen Conko	Approved	04/04/2023 4:19 PM

## Code Enforcement Discharge of Order and Satisfaction of Lien

LR #: 23-172

Agenda ID: 12049

Defendant	Case No.	Total Fines 3540020	Invest/ Admin Costs 3540020	County Attorney Fee 3540020	Certified Mail Costs 3699000	Order Total	Record Fees 3699000	Satisfac tion Fee 5304923	Interest 3611000	Total Paid
REX E AND BRENDA K. MILLIGAN	331681-32481	\$250.00	\$125.00	\$70.00	\$20.72	\$465.72	\$18.50	\$10.00	\$110.70	\$604.92
ROBERT W. MCCUMBER, SR.	414442-33709	\$250.00	\$150.00	\$70.00	\$21.10	\$491.10	\$27.00	\$10.00	\$19.01	\$547.11
NICHOLAS AND DEBRA CAMERA, ANTHONY BELLAFORE	402196-33000	\$500.00	\$125.00	\$70.00	\$20.74	\$715.74	\$27.00	\$10.00	\$99.36	\$852.10
	-									
	-									
	-									
	-									
TOTALS		\$1,000.00	\$400.00	\$210.00	\$62.56	\$1,672.56	\$72.50	\$ 30.00	\$229.07	\$2,004.13
Financial Impact			\$1,610.00			\$135.06		\$30.00	\$229.07	\$2,004.13

Michelle Simmons

Prepared by: Michelle Simmons Admin. Asst. III

Approved by: Frank McCabe, Code Enforcement Supervisor

**DISCHARGE OF ORDER AND  
SATISFACTION OF LIEN**

-For Recording Use Only Above Line-

**WITNESSETH** that the Hernando County Board of County Commissioners hereby discharges and releases that certain Order, in the amount of \$465.72, Case No. 331681, Notice(s) to Appear 32481 filed on November 15, 2018 by Hernando County, as issued through its appointed Special Master, against **REX E. AND BRENDA K. MILLIGAN**, as recorded in Official Records Book 3643, Page 481, in the Public Records of Hernando County, Florida.

Mailing Address: 1264 GATEWOOD AVE., SPRING HILL, FL 34608

**FURTHER**, that the lien provided for in said Order for violation(s) of PARKING, STORING, LEAVING AN INOPERABLE VEHICLE ON PROPERTY DESCRIBED AS 1264 GATEWOOD AVE., SPRING HILL, FL HERNANDO COUNTY, FLORIDA 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 \_\_\_\_\_, 2023.

**HERNANDO COUNTY BOARD OF COUNTY  
COMMISSIONERS**

\_\_\_\_\_  
John Allocco, 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 \_\_\_\_\_ 2023, by John Allocco, 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)



**DISCHARGE OF ORDER AND  
SATISFACTION OF LIEN**

-For Recording Use Only Above Line-

**WITNESSETH** that the Hernando County Board of County Commissioners hereby discharges and releases that certain Order, in the amount of \$491.10, Case No. 414442, Notice(s) to Appear 33709 filed on July 6, 2022 by Hernando County, as issued through its appointed Special Master, against **ROBERT W. MCCUMBER, SR.**, as recorded in Official Records Book 4192, Page 804, in the Public Records of Hernando County, Florida.

Mailing Address: 7181 GOODWAY DR., BROOKSVILLE, FL 34602

**FURTHER**, that the lien provided for in said Order for violation(s) of FAILING TO REMOVE A SECONDARY MOBILE HOME UPON COMPLETION OF REPLACEMENT MOBILE HOME ON PROPERTY LOCATED AT 7181 GOODWAY DR., BROOKSVILLE, HERNANDO COUNTY, FLORIDA 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 \_\_\_\_\_, 2023.

**HERNANDO COUNTY BOARD OF COUNTY  
COMMISSIONERS**

\_\_\_\_\_  
John Allocco, 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 \_\_\_\_\_ 2023, by John Allocco, 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)

**DISCHARGE OF ORDER AND  
SATISFACTION OF LIEN**

-For Recording Use Only Above Line-

**WITNESSETH** that the Hernando County Board of County Commissioners hereby discharges and releases that certain Order, in the amount of \$715.74, Case No. 402196, Notice(s) to Appear 33000 filed on June 5, 2020 by Hernando County, as issued through its appointed Special Master, against **NICHOLAS AND DEBRA CAMERA AND ANTHONY BELLAFIGLIO**, as recorded in Official Records Book 3847, Page 1347, in the Public Records of Hernando County, Florida.

Mailing Address: 3506 PLAZA AVE., SPRING HILL, FL 34608

**FURTHER**, that the lien provided for in said Order for violation(s) of CAUSING OR ALLOWING AN ACCUMULATION OF RUBBISH, WASTE, TRASH, DEBRIS, DECAYING VEGETATIVE MATTER, EXPOSED SALVAGEABLE MATERIAL OR OTHER MAN MADE MATERIALS ON PROPERTY LOCATED AT 3506 PLAZA AVE., SPRING HILL, HERNANDO COUNTY, FLORIDA 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 \_\_\_\_\_, 2023.

**HERNANDO COUNTY BOARD OF COUNTY  
COMMISSIONERS**

\_\_\_\_\_  
John Allocco, 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 \_\_\_\_\_ 2023, by John Allocco, 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)



## Board of County Commissioners

### AGENDA ITEM

Meeting: 05/09/2023  
Department: Planning  
Prepared By: Robin Reinhart  
Initiator: Aaron Pool  
DOC ID: 12159  
Legal Request Number: LR2022-609-11  
Bid/Contract Number:

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#### TITLE

Resolution Ratifying Denial of Rezoning Petition Submitted by Adam Webster, Wayne Karastury, and Civil-Tech Consulting Services, LLC, on Behalf of Mohamed Nazir Hamoui and Nada Hamoui as Trustees of N & N Family Revocable Trust Dated October 12, 2022 (H2258)

#### BRIEF OVERVIEW

##### Request:

Re-establish a Master Plan for a Property Zoned PDP(GHC)/ Planned Development Project (General Highway Commercial) and the Inclusion of a Specific C-2 Use for Mini-Warehouse

##### General Location:

Northwest corner of the intersection of Pythia Place and Linden Drive, approximately 300' north of County Line Road

##### BOCC Action:

On December 13, 2022, the Board of County Commissioners denied the petitioners' request.

#### FINANCIAL IMPACT

A matter of policy. No financial impact.

#### LEGAL NOTE

The Board of County Commissioners has the authority to make the requested rezoning / Master Plan Revision decision pursuant to Chapters 125 and 163 Florida Statutes. The Applicable Criteria for a PDP are found in Appendix A (Zoning Code), Article VIII. The Zoning District Amendment / Master Plan Revision must be consistent with the Comprehensive Plan.

#### RECOMMENDATION

It is recommended the Board adopt and authorize the Chairman's signature on the attached resolution ratifying the Board's action to deny the Petitioner's request to reestablish a master plan on the subject site and add a specific C-2 use of mini-warehouse.

#### REVIEW PROCESS

Omar DePablo	Escalated	04/20/2023	5:19 PM
Michelle Miller	Escalated	04/21/2023	5:19 PM
Aaron Pool	Approved	04/24/2023	12:53 PM
Michelle Miller	Approved	04/24/2023	2:31 PM
Aaron Pool	Approved	04/24/2023	4:02 PM
Toni Brady	Approved	04/25/2023	10:26 AM
Pamela Hare	Approved	04/25/2023	12:17 PM
Kyle Benda	Approved	04/25/2023	1:35 PM
Heidi Kurppe	Approved	04/25/2023	1:48 PM
Scott Herring	Approved	04/25/2023	8:36 PM

Jeffrey Rogers  
Colleen Conko

Approved  
Approved

04/27/2023 12:33 PM  
04/27/2023 3:54 PM

**RESOLUTION NO. 2023 - \_\_\_\_\_**

**WHEREAS**, Hernando County has adopted zoning regulations pursuant to Section 125.01(1) and Chapter 163, Florida Statutes, which authorize the County to regulate the use of land in the unincorporated areas of Hernando County, Florida, and take action on the request herein; and,

**WHEREAS**, the Hernando County Board of County Commissioners (BOCC) conducted a duly advertised public hearing on December 13, 2022, to consider the requested changes in zoning on the specified parcels in Hernando County, Florida, as more fully described below.

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

**APPLICANT:** Adam Webster, Wayne Karastury, and Civil-Tech Consulting, LLC o/b/o Mohamed Nazir Hamoui and Nada Hamoui, as Trustees of the N&N Family Revocable Trust dated October 12, 2022

**FILE NUMBER:** H-22-58

**GENERAL LOCATION:** Northwest corner of the intersection of Pythia Place and Linden Drive, approximately 300' north of County Line Road

**PARCEL KEY NUMBER:** 1180322 (the "Subject Property")

**REQUEST:** The Applicants are requesting to reestablish a Master Plan for a property zoned Planned Development Project (General Highway Commercial) ("PDP(GHC)") to add the specific additional C-2 zoning district use for a Mini-warehouse. The representations contained in the Applicant's evidentiary submission as well as all other documentary evidence entered into the public hearing record are incorporated herein by reference and made a part hereof and are relied upon by the County to be true and correct. For purposes herein, it is presumed that all notice and advertising requirements have been satisfied.

**FINDINGS OF FACT:** ALL of the facts and conditions set forth in the County's staff memoranda and presented to the BOCC in connection with the public hearing in this matter are incorporated herein by reference and made a material part of this Resolution as integral to the BOCC's action. The BOCC finds that the testimony and record supporting the DENIAL of the request to be credible and to constitute competent substantial evidence. In further support thereof, the BOCC makes the following specific findings of fact:

1. The Subject Property is currently zoned PDP(GHC) as part of a vested master plan from 1988, H-88-57, that allows all uses in the C-1 Commercial zoning district on the Subject Property.



2. Adjacent to the Subject Property to the north and east are residential zoned property. Adjacent to the Subject Property to the west is agricultural zoned property. Across Pythia Place to the south of the Subject Property is property zoned PDP(GHC) and Planned Development Project (Special Use) ("PDP(SU)").
3. The Subject Property is in the residential future land use category.
4. The BOCC finds that the Applicant's proposed expansion of the uses on the Subject Property to include the C-2 Highway Commercial District use as a Mini-warehouse is a more intense use that is not compatible with the adjacent residential zoned property. This proposed more intense commercial use is inherently incompatible with the adjacent residential and agricultural zoned properties. The application is not compatible with the surrounding residential area due to the intensity of the proposed additional commercial use.
5. Numerous witnesses appeared and testified how the look of a Mini-warehouse would materially impair the natural beauty and change the residential character of the neighborhood based on the proximity of the proposed Mini-warehouse to those preexisting residential uses and the Subject Property's lack of adequate buffering.

#### **CONCLUSIONS OF LAW:**

The BOCC is authorized to act on this matter pursuant to Chapters 125 and 163, Florida Statutes. Accordingly, based on the entire record and based upon competent substantial evidence, the BOCC makes the following specific conclusions of law:

1. Objective 1.10A of the Comprehensive Plan requires the County to "promulgate and maintain land development regulations . . ." to implement the Comprehensive Plan.
2. Incompatibility of different individual land uses are implemented through the application of the land development regulations in the Code. Strategy 1.10A(3), Comprehensive Plan.
3. The planned development process "shall be used for those land uses proposed in close proximity to incompatible uses where minimum standards will not sufficiently mitigate the potential land use conflict, such as residential developments near . . . commercial . . . areas." Strategy 1.10A(4), Comprehensive Plan.
4. Further, Strategy 1.10B(3) of the Comprehensive Plan seeks to "[p]rotect existing and future residential areas from encroachment of incompatible uses that are destructive to the character and integrity of the surrounding residential area."
5. By definition, the C-2 Highway Commercial District is incompatible with residential or rural zoning districts by its separation from residential zoning districts in the Code. *See* Strategy 1.10A(3), Comprehensive Plan; *see Village*

of *Euclid, Ohio v. Ambler Realty Co.*, 272 U.S. 365, 392-95 (1926) (explaining how separating incompatible uses in a general scheme of zoning is constitutional). The Applicant's proposed Mini-warehouse use is allowed only in the more intense C-2 Highway Commercial zoning district. While the Subject property is currently commercial by virtue of its C-1 Commercial zoning, any more intense use is inherently incompatible with residential or rural zoning districts. See *Village of Euclid*, 272 U.S. at 395 ("Aside from considerations of economic administration, in the matter of police and fire protection, street paving, etc., any business establishment is likely to be a genuine nuisance in a neighborhood of residences. Places of business are noisy; they are apt to be disturbing at night; some of them are malodorous; some are unsightly; some are apt to breed rats, mice, roaches, flies, ants, etc.") (internal citations omitted and emphasis added); accord *Grefkowitz v. Metro Dade Cnty.*, 389 So. 2d 1041, 1042 (Fla. 3d DCA 1980). Thus, the Applicant's proposed use is inconsistent with Objective 1.10B(3) of the Comprehensive Plan because the Applicant's proposed more intense commercial use is not compatible with the surrounding residential area.

6. Moreover, the Applicant's proposed use is inconsistent with objective 1.10B(3) of the Comprehensive Plan because the Applicant's proposed Mini-warehouse use does not protect the existing and future residential areas from an encroachment of a more intense use that is "destructive to the character and integrity of the surrounding residential area." Not only is the proposed Mini-warehouse use incompatible with the surrounding area, there was evidence presented that the proposed Mini-warehouse use would be destructive to the character and integrity of the adjacent residential community. See, e.g., *Bd. of Cnty. Comm'rs of Pinellas Cnty. v. City of Clearwater*, 440 So. 2d 497, 499 (Fla. 2d DCA 1983).

**ACTION:** After notice and public hearing, based upon the record in this matter and **ALL** of the findings of fact and conclusions of law above, the BOCC hereby **DENIES** the requested rezoning from AG (Agricultural) to C-4 (Heavy Highway Commercial).

**ADOPTED IN REGULAR SESSION THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.**

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

Attest: \_\_\_\_\_  
**Douglas A. Chorvat, Jr.**  
**Clerk of Circuit Court & Comptroller**

By: \_\_\_\_\_  
**John Allocco**  
**Chairman**

Approved as to Form and  
Legal Sufficiency

By: 



## AGENDA ITEM

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### TITLE

Resolution Ratifying Rezoning Petition Submitted by A & I Land Association, LLC (H2223)

### BRIEF OVERVIEW

#### Request:

Rezoning from AG (Agricultural) to C-4 (Heavy Highway Commercial)

#### General Location:

South side of Cortez Boulevard (SR 50), approximately 1,000' east of Frisco Road

#### BOCC Action:

On December 13, 2022, The Board of County Commissioners denied the petitioners request due to non-compatibility of the surrounding area.

### FINANCIAL IMPACT

A matter of policy. No financial impact.

### LEGAL NOTE

The Board has the authority to make the requested rezoning decision pursuant to Chapters 125 and 163 Florida Statutes. The Applicable Criteria for a Zoning District Amendment are contained in Appendix A (Zoning Code), Article VI. The Zoning District Amendment must be consistent with the Comprehensive Plan.

### RECOMMENDATION

It is recommended the Board adopt and authorize the Chairman's signature on the attached resolution ratifying the Board's action to deny the Petitioner's rezoning from AG/(Agricultural) to PDP(HHC)/ Planned Development Project (Heavy Highway Commercial) for a truck service establishment.

### REVIEW PROCESS

Omar DePablo	Escalated	04/20/2023 5:19 PM
Michelle Miller	Escalated	04/21/2023 5:19 PM
Aaron Pool	Approved	04/24/2023 12:54 PM
Michelle Miller	Approved	04/24/2023 2:31 PM
Aaron Pool	Approved	04/24/2023 4:02 PM
Toni Brady	Approved	04/25/2023 10:26 AM
Pamela Hare	Approved	04/25/2023 12:10 PM
Kyle Benda	Approved	04/25/2023 1:41 PM
Heidi Kurppe	Approved	04/25/2023 3:17 PM
Scott Herring	Approved	04/25/2023 8:37 PM
Jeffrey Rogers	Approved	04/27/2023 12:14 PM

Colleen Conko

Approved

04/27/2023 3:58 PM



**RESOLUTION NO. 2023 - \_\_\_\_\_**

**WHEREAS**, Hernando County has adopted zoning regulations pursuant to Section 125.01(1) and Chapter 163, Florida Statutes, which authorize the County to regulate the use of land in the unincorporated areas of Hernando County, Florida, and take action on the request herein; and,

**WHEREAS**, the Hernando County Board of County Commissioners (BOCC) conducted a duly advertised public hearing on December 13, 2022, to consider the requested changes in zoning on the specified parcels in Hernando County, Florida, as more fully described below.

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

**APPLICANT:** A & I Land Association, LLC

**FILE NUMBER:** H-22-23

**GENERAL LOCATION:** South side of Cortez Boulevard, approximately 1,000' east of Frisco Road

**PARCEL KEY NUMBER:** 387450 (the "Subject Property")

**REQUEST:** The Applicant is requesting a rezoning from AG (Agricultural) to C-4 (Heavy Highway Commercial) in order to allow for a truck service establishment to accommodate commercial truck parking only. The representations contained in the Applicant's evidentiary submission as well as all other documentary evidence entered into the public hearing record are incorporated herein by reference and made a part hereof and are relied upon by the County to be true and correct. For purposes herein, it is presumed that all notice and advertising requirements have been satisfied.

**FINDINGS OF FACT:** ALL of the facts and conditions set forth in the County's staff memoranda and presented to the BOCC in connection with the public hearing in this matter are incorporated herein by reference and made a material part of this Resolution as integral to the BOCC's action. The BOCC finds that the testimony and record supporting the DENIAL of the request to be credible and to constitute competent substantial evidence. In further support thereof, the BOCC makes the following specific findings of fact:

1. The Subject Property is currently zoned Agricultural with agricultural zoned property to the west, south, and east as well as agricultural-residential zoned property to the southeast. Residential zoned property is to the north of the Subject Property across from Cortez Boulevard.
2. The Subject Property is in the residential future land use category.



3. The area surrounding the Subject Property is low density residential and agricultural development.
4. While the Applicant initially requested rezoning to the Euclidean C-4 zoning district, County staff recommended conversion of the Applicant's request to rezoning as a Planned Development Project (Heavy Highway Commercial) ("PDP(HHC)") pursuant to Appendix A, Article VIII, Section 2 of the Hernando County Code of Ordinances ("Code"); however, the BOCC denied the rezoning as a whole, which made conversion of the Applicant's rezoning to planned development district moot.
5. The BOCC finds that the Applicant's proposed use, a truck service establishment to accommodate commercial truck parking, is a commercial use that is not compatible with the adjacent residential zoned property. This proposed commercial use is inherently incompatible with the adjacent residential and agricultural zoned properties. The application is not compatible with the surrounding residential area due to the intensity of the proposed commercial use.

#### **CONCLUSIONS OF LAW:**

The BOCC is authorized to act on this matter pursuant to Chapters 125 and 163, Florida Statutes. Accordingly, based on the entire record and based upon competent substantial evidence, the BOCC makes the following specific conclusions of law:

1. Rule 1.04A(3) of the 2040 Hernando County Comprehensive Plan (the "Comprehensive Plan") provides that the Residential Category "accommodates residential growth clustered in and around urbanized areas and those areas that maximize the efficient use of infrastructure contained in long-range facilities plans of the County."
2. In the Residential Category, "[c]ertain commercial uses may be allowed subject to the locational criteria and performance standards of this Plan." Objective 1.04B, Comprehensive Plan.
3. Moreover, "[c]ommercial and institutional uses within the Residential Category are generally associated with medium and high density residential development and may include neighborhood commercial, office professional, recreational, schools, and hospitals. Minor public facilities that do not unduly disturb the peaceful enjoyment of residential uses may also be allowed." Strategy 1.04B(1), Comprehensive Plan.
4. The Applicant's proposed use is inconsistent with the Residential Category because the parking of commercial vehicles is not "generally associated with medium and high density residential development . . ." Objective 1.04B(1), Comprehensive Plan. The Applicant is seeking to add a high-density use in the middle of low intensity residential and agricultural uses. Such proposed commercial use is inconsistent with the Residential Category in the Comprehensive Plan.

5. Objective 1.10A of the Comprehensive Plan requires the County to “promulgate and maintain land development regulations . . .” to implement the Comprehensive Plan.
6. Incompatibility of different individual land uses are implemented through the application of the land development regulations in the Code. Strategy 1.10A(3), Comprehensive Plan.
7. The planned development process “shall be used for those land uses proposed in close proximity to incompatible uses where minimum standards will not sufficiently mitigate the potential land use conflict, such as residential developments near . . . commercial . . . areas.” Strategy 1.10A(4), Comprehensive Plan.
8. Further, Strategy 1.10B(3) of the Comprehensive Plan seeks to “[p]rotect existing and future residential areas from encroachment of incompatible uses that are destructive to the character and integrity of the surrounding residential area.”
9. By definition, the C-4 Heavy Highway Commercial District is incompatible with residential or rural zoning districts by its separation from those zoning districts in the Code. *See* Strategy 1.10A(3), Comprehensive Plan; *see Village of Euclid, Ohio v. Ambler Realty Co.*, 272 U.S. 365, 392-95 (1926) (explaining how separating incompatible uses in a general scheme of zoning is constitutional). The Applicant’s proposed commercial use is inherently incompatible with residential or rural zoning districts. *See Village of Euclid*, 272 U.S. at 395 (“Aside from considerations of economic administration, in the matter of police and fire protection, street paving, etc., any business establishment is likely to be a genuine nuisance in a neighborhood of residences. Places of business are noisy; they are apt to be disturbing at night; some of them are malodorous; some are unsightly; some are apt to breed rats, mice, roaches, flies, ants, etc.”) (internal citations omitted); *accord Grefkowitz v. Metro Dade Cnty.*, 389 So. 2d 1041, 1042 (Fla. 3d DCA 1980). Moreover, the parking of commercial vehicles is a prohibited use in residential zoning districts because such use is inherently incompatible with residential zoning districts. *See generally* App. A, Art. III, § 3F., Code. Thus, the Applicant’s proposed use is inconsistent with Objective 1.10B(3) of the Comprehensive Plan because the Applicant’s proposed use is not compatible with the surrounding residential area.

**ACTION:** After notice and public hearing, based upon the record in this matter and **ALL** of the findings of fact and conclusions of law above, the BOCC hereby **DENIES** the requested rezoning from AG (Agricultural) to C-4 (Heavy Highway Commercial).

**ADOPTED IN REGULAR SESSION THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.**

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

Attest: \_\_\_\_\_  
**Douglas A. Chorvat, Jr.**  
**Clerk of Circuit Court & Comptroller**

By: \_\_\_\_\_  
**John Allocco**  
**Chairman**

(SEAL)

Approved as to Form and  
Legal Sufficiency

By:  \_\_\_\_\_



## Board of County Commissioners

Meeting: 05/09/2023  
Department: Administration  
Prepared By: Colleen Conko  
Initiator: Jeffrey Rogers  
DOC ID: 12154  
Legal Request Number:  
Bid/Contract Number:

### AGENDA ITEM

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#### TITLE

Appointment of D. Todd Crosby, P.E., to State Department of Transportation Greenbook Advisory Committee to Aid in Development of Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways

#### BRIEF OVERVIEW

Staff received the attached letter from the Florida Department of Transportation (FDOT) notifying of the appointment of D. Todd Crosby, P.E., Hernando County Assistant Engineer, to serve as a District 7 representative on the Florida Greenbook Advisory Committee to aid in the development of the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways.

Per Section 336.045 of the Florida Statutes, the committee is to be composed of four professional engineers within each district:

- One member representing and urban center.
- One member representing a rural area.
- One member who is not employed by any governmental agency.
- One member employed by the Department.

#### FINANCIAL IMPACT

NA

#### LEGAL NOTE

NA

#### RECOMMENDATION

For informational purposes only; no action is required by the Board.

#### REVIEW PROCESS

Heidi Kurppe	Approved	04/18/2023	1:01 PM
Scott Herring	Approved	04/18/2023	1:53 PM
Jeffrey Rogers	Approved	04/18/2023	4:32 PM
Colleen Conko	Approved	04/18/2023	4:53 PM





*Florida Department of Transportation*

RON DESANTIS  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.  
SECRETARY

March 30, 2023

D. Todd Crosby, P.E.  
Hernando County Assistant County Engineer  
Hernando County Board of County Commissioners  
Public Works Department – Engineering Division  
1525 E. Jefferson St.  
Brooksville, Florida 34601

Dear Mr. Crosby:

Re: Florida Greenbook Advisory Committee

You have been recommended to serve as a District 7 representative on the Florida Greenbook Advisory Committee to aid in the development of the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways.

Section 336.045 of the Florida Statutes requires the committee to be composed of four professional engineers within each district: one member representing an urban center; one member representing a rural area; one member who is not employed by any governmental agency; and one member employed by the Department. You are hereby appointed to serve on this committee as the District 7 rural local government representative.

The Department appreciates your willingness to serve as a member of this important committee.

Sincerely,  
DocuSigned by:

A handwritten signature in black ink, appearing to read "J. Perdue", is written over a white rectangular background.

862D6B01F4FF447...  
Jared W. Perdue, P.E.  
Secretary

JP/jm

cc: Dan Hurtado, P.E., Chief Engineer  
Michael Shepard, P.E., Director, Office of Design





## Board of County Commissioners

### AGENDA ITEM

Meeting: 05/09/2023  
Department: Finance  
Prepared By: Shanon Aguayo  
Initiator: Joshua Stringfellow  
DOC ID: 12115  
Legal Request Number:  
Bid/Contract Number:

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#### TITLE

Notice of Purchasing Policy Exceptions for March 2023

#### BRIEF OVERVIEW

Vendor	Exception	Amount	Department
Tampa Bay Regional Planning Council	PSA completed, PO not requested due to oversight.	\$25,000	HCFR

#### FINANCIAL IMPACT

N/A

#### LEGAL NOTE

N/a

#### RECOMMENDATION

For informational purposes only; no action is required by the Board.

#### REVIEW PROCESS

Josh Stringfellow	Approved	04/10/2023 10:51 AM
Douglas Chorvat	Approved	04/10/2023 5:46 PM
Toni Brady	Approved	04/11/2023 9:11 AM
Pamela Hare	Approved	04/11/2023 2:03 PM
Heidi Kurppe	Approved	04/12/2023 8:48 AM
Tobey Phillips	Approved	04/13/2023 5:32 AM
Jeffrey Rogers	Approved	04/17/2023 8:26 AM
Colleen Conko	Approved	04/17/2023 11:24 AM

## PURCHASING POLICY EXCEPTION FORM

DATE: 01/03/2023

FROM: DEPARTMENT: HCFR

VENDOR: Tampa Bay Regional Planning Council: Invoice No. 138213

DEPT DIRECTOR/  
MGR SIGNATURE: [Signature] DATE: 1/4/23

Amount of Invoice: \$25,000.00 Invoice Date: 12/30/2022

The attached request for disbursement does not appear to be in compliance with Hernando County Purchasing Policy and Procedures, for the following reason:

0011-02401-5303401

A Professional Services Agreement was finalized however a purchase order was not requested simply due to oversight.

Please forward all documentation with this form, attached with a letter of explanation, to the Chief Procurement Officer.

TO: CHIEF PROCUREMENT OFFICER  
Please review, and upon approval, forward to County Administration.

[Signature] Date: 1/4/2023

To process this disbursement, the request must be approved by the County Administrator.

TO: COUNTY ADMINISTRATOR  
Please review, and upon approval, forward to the Finance Department for processing.

APPROVED FOR PAYMENT:

COUNTY ADMINISTRATOR (or designee): [Signature]  
DATE: 1-5-23

APPROVED FOR PAYMENT:

FINANCE DIRECTOR/  
ASST. FINANCE DIRECTOR Frances Pioszak Date

**APPROVED**

By Frances Pioszak at 1:45 pm, Feb 24, 2023

## INVOICE

**PAYEE: Tampa Bay Regional Planning Council**  
**FEIN: 59-1027141**

**INVOICE NO.: 138213**  
**INVOICE DATE: 12/30/2022**

**Contract No.: 22-PSG138**

**TO:**

James F. "Jim" Coleman, CEM  
Division Director of Emergency Management  
Hernando County Fire & Emergency Services  
18900 Cortez Boulevard  
Brooksville, Florida 34601  
(352) 754-4083; ext 65840  
[JColeman@HernandoCounty.US](mailto:JColeman@HernandoCounty.US)

**FROM:**

Tampa Bay Regional Planning Council  
Accounting  
4000 Gateway Centre Blvd., Ste. 100  
Pinellas Park, FL 33782

DESCRIPTION	AMOUNT
<b>Deliverable 1 Task 1 Completed:</b>  A draft summary of any documentation needs based on the credits in the 2017 CRS Coordinators Manual (and 2021 Addendum) along with the documentation submitted by the county in the previous cycle.	
<b>Deliverable 2 Task 2 - 5 Completed:</b>  Final summary report for documentation needed prior to visit. Documentation submitted to ISO prior to cycle visit. Attendance at Nov 18 <sup>th</sup> Cycle Visit. Recommendations for addressing any additional requirements identified during the verification cycle visit. Draft response to ISO 30-day letter.	
<b>TOTAL</b>	<b>\$ 25,000.00</b>



**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](http://www.HernandoCounty.us)



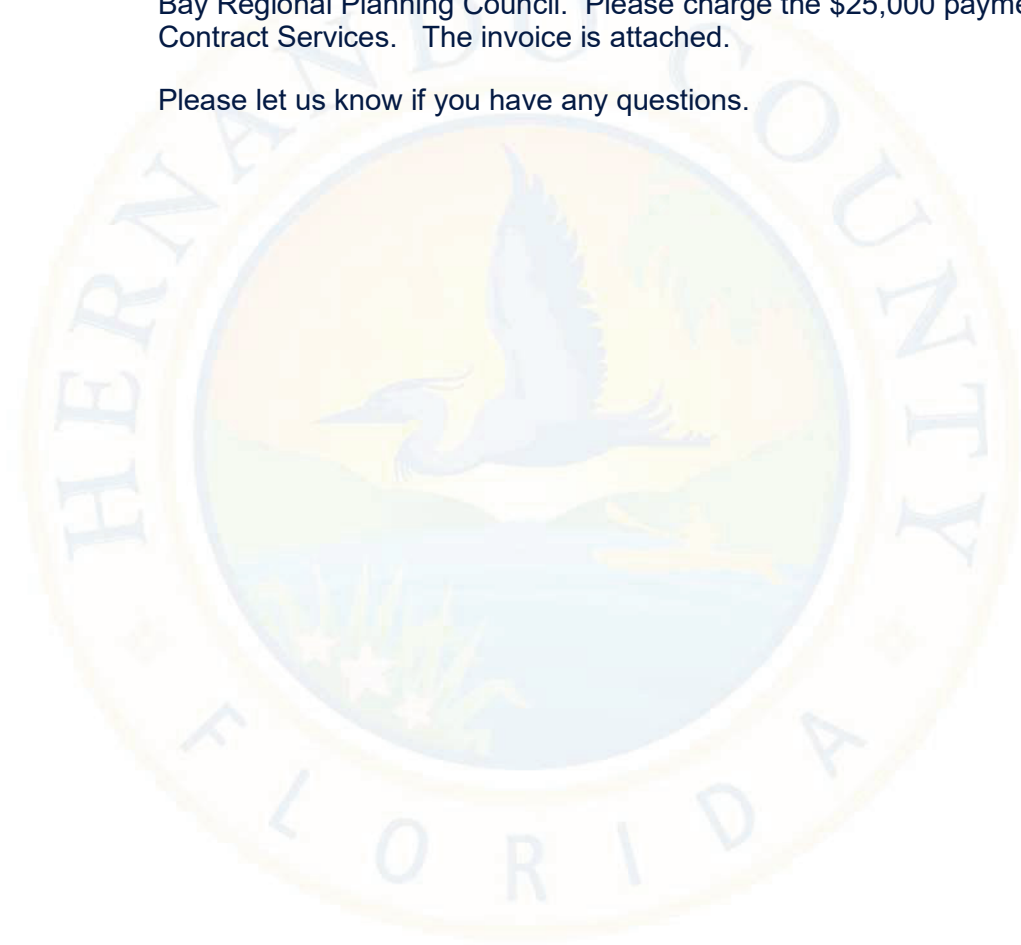
To: Toni Brady, Purchasing and OMB Director  
From: Kelly Trout, Finance Manager, HCFR  
Via: Paul Hasenmeier, Fire Chief/Director of Public Safety  
Ref: Policy Exception  
Date: January 4, 2023

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In August 2022, a Professional Services Agreement (PSA) was entered into with Tampa Bay Regional Planning Council to furnish certain services in connection with The Community Rating Systems Cycle Visit for Hernando County Emergency Services. A purchase order was not requested once the PSA was finalized therefore creating a purchasing policy exception.

The work is now complete, and the department is requesting payment to be made to Tampa Bay Regional Planning Council. Please charge the \$25,000 payment to 0011-02401-5303401, Contract Services. The invoice is attached.

Please let us know if you have any questions.



**BOARD OF COUNTY COMMISSIONERS  
HERNANDO COUNTY, FLORIDA  
PROFESSIONAL SERVICES AGREEMENT  
Requisition No. \_\_\_\_\_  
Contract No. 22-PSG138**

THIS AGREEMENT made and entered into this 18th day of August, 2022, by and between HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS, 15470 Flight Path Drive, Brooksville, Florida, a political subdivision of the State of Florida, hereinafter called the COUNTY and Tampa Bay Regional Planning Council, 4000 Gateway Centre Boulevard, Pinellas Park, FL 33782 duly authorized to conduct business in the State of Florida, hereinafter called the PROFESSIONAL.

W I T N E S S E T H:

**SECTION 1.** The COUNTY does hereby retain the PROFESSIONAL to furnish certain services in connection with:

The Community Rating Systems Cycle Visit for Hernando County Emergency Services

**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 his 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 shall be completed by December 31, 2022.

**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 that 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 and one (1) AutoCAD and PDF (signed and sealed) CD. 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, 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.

**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 work performed. The PROFESSIONAL shall provide to the COUNTY copies of all calculations, reports, studies and AutoCAD copies of plans/drawings completed to date.

**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. per claim and in the aggregate. 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 insurance coverage. Before commencing the work, the PROFESSIONAL shall furnish the COUNTY a certificate(s) showing compliance with this paragraph. *Said certificate(s) shall provide that policy(s) shall not be changed or canceled until 30 days prior written notice has been given to the COUNTY; per policy provisions and per the standard ISO ACORD insurance form; Hernando County is named as additional insured as to general liability, including a waiver of subrogation 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 authorized agents 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. Nothing herein waives, amends or modifies the sovereign immunity limits of Florida Statute 768.28 as they apply to PROFESSIONAL.

**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, 15470 Flight Path Drive, Brooksville, FL 34604.

**SECTION 22.** Hernando County reserves the privilege of auditing a vendor's records by a representative of the County, as such records relate to equipment, goods or services and expenditures therefor, with respect to any express or implied agreement between Hernando County and said vendor. Such records include, but are not limited to all books, records, and memoranda of every description, pertaining to work under contract.

Hernando County further reserves the right to reproduce any of the aforementioned documents pertaining to the work under contract.

**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 SHALL BEAR THEIR OWN COSTS AND ATTORNEYS' FEES.

**SECTION 24. E-VERIFY-** Contractor must have legally Authorized Workforce.

CONTRACTOR/CONSULTANT 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 represents and warrants (a) that the CONTRACTOR/CONSULTANT 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 employees are legally eligible to work in the United States, and (c) that the CONTRACTOR/CONSULTANT 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'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 CONTRACTOR/CONSULTANT 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's 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's employees are not legally eligible to work in the United States, then the COUNTY may, in its sole discretion, demand that the CONTRACTOR/CONSULTANT 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 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 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 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 subcontractors' 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.**

Attachments:

Exhibit "A" and "B" Scope of Services and Fee Schedule


Exhibit "C" Supplementary Conditions for Federal/State Requirements



Exhibit "D" Hernando County Employment Disclosure Certification Statement  
Exhibit "E" Convicted or Discriminatory Vendor List Statement  
Exhibit "F" Hernando County E-Verify Certification

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed, the day and year first above written.

  
Signature

  
Toni Brady  
Chief Procurement Officer

Tampa Bay Regional Planning Council  
Firm Name

## Exhibit "A" and "B"

### 2022 CRS VERIFICATION CYCLE VISIT

#### Scope of Services – Community Rating System (CRS) 2022 Verification Cycle Visit

**Task 1: Draft Report:** The draft report will be submitted to the County for approval. The TBRPC will provide a summary to the County of any documentation needs based on the credits in the 2017 CRS Coordinators Manual (and 2021 Addendum) along with the documentation submitted by the county in the previous cycle. Needed documents will include any new documentation requirements based on the 2021 Addendum as well as any documents that need to be updated from the prior recertification.

Deliverable: Draft Report

Role of County: The County will review and accept the Draft Report within 10 business days of receipt.

**Task 2: Coordination of Documentation Updates.** Within 5 days of acceptance of the documents in Task 1, TBRPC will directly contact staff members to request updated documentation as needed.

Role of County: County staff will provide the requested documentation to TBRPC within 10 business days of the request.

**Task 3: Prepare for Verification Visit:** Within 30 days of receiving all documentation requested in Task 2, TBRPC will provide the CRS coordinator with the final summary. This summary will include:

1. A review of all the credits in the 2017 CRS Coordinators Manual along with the documentation submitted by the County.
2. For each of these credits:
  - a. Whether the documentation submitted would be appropriate for the CRS credit the County wishes to pursue and guidance for any additional documentation required for the verification visit.
  - b. Whether the County is currently doing something that would receive new credit or increase credit points and the potential need for additional documentation.
  - c. A draft score for each Activity along with a total draft score. *This score is verified by ISO and FEMA and will be subject to change during the final review by both entities.*
3. A list of other preparations needed for the verification visit.

Role of the County: Review and critique the draft report and provide staff support to provide additional documentation as appropriate.

Deliverable: Final summary report with a draft score.

**Task 4: Verification Visit:** The TBRPC will attend the ISO scheduled office site visit and assist in the overview of the County's participation in the CRS program.

**Task 5: Follow-up Documentation:** The CRS Coordinator will provide the comments from the ISO/CRS Specialist to the TBRPC to assist the county in providing additional documentation.

Role of County: Review and critique of final documentation to be submitted for any necessary follow-up after the visit.

Deliverable: Memorandum describing the recommendation for addressing any additional requirements identified during the verification cycle visit.

Performance Period: The performance period for Tasks 1 through 5 is effective the date of the Professional Services Agreement through December 31, 2022.

Compensation: \$25,000 (Twenty-Five Thousand USD) payable at completion of deliverables or project completion.

# Exhibit "C"

## TAMPA BAY REGIONAL PLANNING COUNCIL 2022 CRS VERIFICATION CYCLE VISIT

### SUPPLEMENTARY CONDITIONS FOR FEDERAL/STATE REQUIREMENTS

1. **TERMINATION FOR CAUSE AND CONVENIENCE** 2CFR § 200.339, 2CFR part 200, Appendix II (B) For all contracts in excess of \$10,000, the Termination clause extends to all third-party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

- 1.1. **Termination for Convenience (General Provision)**

Hernando County may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in Hernando County's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Hernando County to be paid the Contractor. If the Contractor has any property in its possession belonging to Hernando County, the Contractor will account for the same, and dispose of it in the manner Hernando County directs.

- 1.2. **Termination for Default [Breach or Cause] (General Provision)**

1.2.1.If the 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, Hernando County may terminate this contract for default. Termination shall be affected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

1.2.2.If it is later determined by Hernando County that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, Hernando County, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

- 1.3. **Opportunity to Cure (General Provision)**

1.3.1.Hernando County, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 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

1.3.2.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 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.

2. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

**TAMPA BAY REGIONAL PLANNING COUNCIL  
2022 CRS VERIFICATION CYCLE VISIT**

- 2.1. Stafford Act Disaster Grants If the award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements).
- 2.2. The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

**3. DEBARMENT AND SUSPENSION**

- 3.1. 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).
- 3.2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2C.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.
- 3.3. This certification is a material representation of fact relied upon by Hernando County. 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 The Department of Homeland Security (DHS) and Hernando County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 3.4. 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.

**4. ACCESS TO RECORDS**

- 4.1. The contractor agrees to provide Hernando County, The Department of Homeland Security (DHS), 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.
- 4.2. 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.
- 4.3. The contractor agrees to provide the Department of Homeland Security (DHS) or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

5. **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.



**TAMPA BAY REGIONAL PLANNING COUNCIL  
2022 CRS VERIFICATION VISIT**

**6. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS 49**  
U.S.C. § 5323(l) (1), 31 U.S.C. §§ 3801-3812, 18 U.S.C. § 1001, 49 C.F.R. part 31

- 6.1. The Program Fraud clause extends to all third-party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.
- 6.2. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the Department of Treasury assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- 6.3. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by Department of Treasury under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.
- 6.4. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by Department of Treasury. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**7. RECORDS RETENTION 2C.F.R. § 200.333**

- 7.1. The Contractor will retain and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.
- 7.2. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than five (5) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exemptions related thereto.




**8. BYRD ANTI-LOBBYING AMENDMENT**

- 8.1. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.

**TAMPA BAY REGIONAL PLANNING COUNCIL  
2022 CRS VERIFICATION CYCLE VISIT**

- 8.2. 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. See PDAT Supplement, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
9. **CONTRACT CHANGES OR MODIFICATIONS** County may, at any time, direct in writing additions, deletions, or changes to all or any part of the work. If any such changes cause an increase or decrease in the cost of or in the time required to perform such work, Bidder shall submit detailed information substantiating such claims and an equitable adjustment shall be made in the price or time of performance.
10. **COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.
11. **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.
12. **AFFIRMATIVE SOCIOECONOMIC STEPS** If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

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	 _____ Date
 _____ Name (Printed)	

## Exhibit "D"

### HERNANDO COUNTY EMPLOYMENT DISCLOSURE CERTIFICATION STATEMENT

8/16/22  
(date)

Hernando County  
Purchasing and Contracts  
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:

Sean@tbpc.org  
(Email address)

Sean Sullivan  
(Signature required)

Sean Sullivan  
(Print name)

Executive Director  
(Print title)

4000 Gateway Center Blvd.  
(Address)  
Pinellas Park, FL 33782

727-570-5151  
(Phone)

N/A  
(Fax)

591027141  
(Federal Taxpayer ID Number)

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

<b>Part A: Employees that left Hernando County in the last two years.</b>			
<b>Employee Name/Signature</b>	<b>Job Performed for Hernando County</b>	<b>Current Role with Business Entity</b>	<b>Date Left Hernando County</b>
<b>Name:</b> _____  <b>Sign:</b> _____ <ul style="list-style-type: none"> <li>• Involved with this Procurement on behalf of Hernando County? No <input type="checkbox"/> Yes <input type="checkbox"/></li> <li>• Involved with Proposal development for this Procurement? No <input type="checkbox"/> Yes <input type="checkbox"/></li> </ul>			
<b>Name:</b> _____  <b>Sign:</b> _____ <ul style="list-style-type: none"> <li>• Involved with this Procurement on behalf of Hernando County? No <input type="checkbox"/> Yes <input type="checkbox"/></li> <li>• Involved with Proposal development for this Procurement? No <input type="checkbox"/> Yes <input type="checkbox"/></li> </ul>			
<b>Name:</b> _____  <b>Sign:</b> _____ <ul style="list-style-type: none"> <li>• Involved with this Procurement on behalf of Hernando County? No <input type="checkbox"/> Yes <input type="checkbox"/></li> <li>• Involved with Proposal development for this Procurement? No <input type="checkbox"/> Yes <input type="checkbox"/></li> </ul>			
<b>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.</b>			
<b>Firm Officer, Partner, Director, Proprietor, Associate or Member Name</b>	<b>Name and Relationship of Relative or Member of Household Employed at Hernando County</b>	<b>Role at Hernando County</b>	<b>Hernando County employee's Role with this Procurement</b>

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

## Exhibit "E"

### 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: Tampa Bay Regional Planning Council

By: [Signature]

Authorized Signature

Date: 8/16/22

Title: Executive Director

#### 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.



## Exhibit "F"

### HERNANDO COUNTY E-VERIFY CERTIFICATION

Vendor/Consultant acknowledges and agrees to the following:

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

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

Company/Firm: Tampa Bay Regional Planning Council

Authorized Signature: Sean Sullivan

Print Name: Sean Sullivan

Title: Executive Director

Date: August 16, 2022

December 30, 2022

CID: 120116

Eugene Henry, AICP, CFM  
ISO/CRS Flood Specialist  
813-244-8859 mobile

RE: NFIP/CRS Notification of 30-day window for submittal of pending documentation to complete Cycle—due January 6, 2023.

Dear Gene:

*Thank you for your guidance in collecting the information needed for this letter.*

1. **Activity 310:** Please have written approval of the Construction Certificate Management Procedures (CCMP) that have employees involved in implementing the CCMP Procedures. This may be provided through an email.

*Jen Soch implements the CCMP procedures and has signed the revised document: 310*

2. **Activity 320:** Provide copies of the Flood Insurance Rate Map Indexes for periods between 1999 and 2020. A photo or screenshot is adequate. If you have FIRMs that pre-date 1999, you may include a picture or a screenshot of these Indexes for credit in Activity 440. As a reminder, the provision of map information to inquiries are to be identified on the log, which may be verified during the recertification process.

*Photos are attached but higher quality photos need to be provided. 320*

3. **Activity 330:** (a) Please provide a description of the revised process to perform Community Outreach for Activities 330 and 320 that will be disseminated to the entire community or the Special Flood Hazard Area. (b)

Provide the location addresses in which outreach materials are made available to the Public, (c) and identify if additional materials will be submitted to be credited such as those identified within the Planning and Zoning Department (maximum of six topics and a maximum of five locations are creditable), and (d) For FRP credit, please provide a FRP procedures document and (e) working web links that are used to identify information used within the submittal package. As discussed, social media outreach was modified and is identified within the Hurricane Ian draft After Action Report. Please provide these items used within Activity 610 and where the topic information may be publicized within Activity 330.

*Please see full response: [330 360 Process Narrative.pdf](#)*

*Additionally, the county has provided photos and emails to further document 330 outreach: [330](#)*

*Does EM have written procedures for communicating with the public during a flood event? Specifically, one that includes how social media will be used? Are there standard outreach materials that are used during a flood event?*

4. **Activity 360:** (a) In discussions with Activity 330, the PPA/PPV publicity document was identified as the current newsletter that is disseminated through a County web notification system. Please verify through an email that this process will be updated using the communitywide notification with the property tax notices or similar. (b) Please describe if any changes will be made to tracking or logging assistance to residents under this Activity. If so, please provide a summary of the updated process.

*Please see full response: [330 360 Process Narrative.pdf](#)*

*Additionally the county has provided the newsletter sent this year for credit: [360 outreach newsletter sent11182022.pdf](#)*

5. **Activity 410:** Please verify the three (two are included under one Study) are all that will be submitted for Technical Review. Please provide a legible map(s) and a corresponding table listing areas of County identified SFHA that is regulated as such and is not within the FIRM's identified SFHA. Identify within adopted codes where respective codes provide the authority to enforce higher standards for County identified SFHA outside of the FIRM.

*The County is seeking credit for Peck Sink and Squirrel Prairie Watersheds. Maps for Peck Sink and Squirrel Prairie Watersheds are attached. The Study was adopted for implementation by the BOCC, and the Hernando*

*County Code of Ordinances (attached) defines applicability of the flood regulations to include subsequent amendments.*

[SquirrelPrairieMap Tables.pdf](#)

[PeckSinkMap Tables.pdf](#)

[Hernando County, FL Code of Ordinances.pdf](#)

6. **Activity 420:** (a) Please provide a map showing the Special Flood Hazard Area with each element requesting credit, which requires a (b) corresponding table to reconcile acreage and the area on the map. As discussed during the Cycle visit, this may be provided in a map series or map inserts. Areas in which property is preserved outside of the SFHA, provide documentation showing that regulations are in effect in the respective area. As mentioned during the Cycle visit, one example may be provided for similar properties. However, property submitted, at this time, appears to be State or regionally owned property that has been identified as open for perpetuity. (d) Regional documents illustrating natural floodplain functions have been provided, please identify the parcels in which these multi-area plans include.

[OSP](#)

[OSP table.pdf](#)

[conservation lands and floodplain map.pdf](#)

[LZ](#)

[420](#)

[NFOS – 53.071 acres - State and local park land](#)

[OSP table.pdf](#)

[conservation lands and floodplain map.pdf](#)

7. **Activity 430:** For standards that are also associated with Activity 410, please provide corresponding code language that identifies higher standards are adopted and present to enforce floodplain regulations for County identified SFHA.

*The Study was adopted for implementation by the BOCC, and the Hernando County Code of Ordinances (attached) defines applicability of the flood regulations to include subsequent amendments.*

[Hernando County, FL Code of Ordinances.pdf](#)



8. **Activity 450:** Please submit five sets of plans for current development for erosion and sediment control plans for ESC credit with the ordinance that enforces them. Provide a list of five water quality facilities within the Community and the as-built plans for each with the ordinances that requires water-quality measures.

*The Erosion Control permits and regulations are attached. [450 - ESC.pdf](#)  
Provide a list of five water quality facilities within the Community and the as-built plans for each with the ordinances that requires water-quality measures  
[450 WQ.pdf](#)*

Please identify the size of disturbed land in which standards are applicable.

*Code of ordinances- Sec. 28 regulates all development*

9. **Activity 501/502:** (a) Please remove RL sites from the RL Areas map. In the discussion, it was identified that the RL Areas identified within the LMS document and analysis were not fully used. Provide a summary for the coming year how the process will change and how the RL targeted outreach will be performed to meet the outreach standards and correspond with areas identified within the RL analysis.

*The revised map and narrative are attached: [501 Rep loss Area Map - 11182022.png](#), [Rep Loss Narrative.pdf](#)*

10. **Activity 520/30:** Please confirm no RL structures have been mitigated since the past Cycle visit.

*The County has provided the warranty deed for the acquisition/demolition completed in February 2022. The address is 4370 Broad Street Brooksville, FL 34601. [21077871 Recordings.pdf](#)*

*A completed AW-501 form. is needed.*

11. **Activity 610:** Points are valid only if the community has received some credit in FTR, EWD, FRO and CFP and has provided documentation that: (1) describes the flood hazard, (2) inventory of buildings, land use exposed to flooding, (3) **inventory of critical facilities and expected impacts of flooding**, (4) flood inundation maps that must show at least three different riverine flood levels, two different storm surge levels or flash flood impact areas, (5) an adopted flood warning and response plan which references the levels shown on the flood inundation map(s), (6) one or more warning and safety precaution outreach projects and (7) at least one exercise and evaluation of the flood warning and response plan is conducted each year



**Since item three's credit criteria was not met, and credit was not assigned in CFP, no Activity 610 credit can be assigned.**

*List of Critical facilities with contact information is needed*

Thank you in advance for your review of the additional documentation. Please do not hesitate to contact me at [cara@tbrpc.org](mailto:cara@tbrpc.org) should you have any questions.

Respectfully yours,

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Cara Woods Serra, AICP, CFM  
Principal Resiliency Planner

## **Procedure for the processing of violations to Purchasing Policy 040D**

### **Scenario 1:**

#### **When the department recognizes that a purchase was made in violation of the Purchasing Policy**

The department will print the Purchasing Policy Exception form from EICE. The department will complete the top of the form; the department director/manager will sign and date the form. The department will prepare a letter of explanation to explain the reason(s) for the violation.

The completed form, the letter of explanation, the payment request along with supporting documentation will be sent to the Chief Procurement Officer for review and signature.

The Chief Procurement Officer will forward the entire package to the County Administrator for review and signature.

The County Administrator will forward the entire package to Finance for review and signature.

The entire package will be forwarded to Accounts Payable.

Accounts Payable will record the violation in the Purchasing Policy Exception log.

Accounts Payable will process the documents for payment.

### **Scenario 2:**

#### **When the department does not recognize that a purchase was made in violation of the Purchasing Policy**

A payment request is received in Accounts Payable for processing and payment. That payment will be flagged as a possible violation of the Purchasing Policy. A determination will be made by the Finance department, along with input from the Chief Procurement Officer if necessary, according to the guidelines set forth in the Purchasing Policy XXX.

If a determination is made that a violation exists, the entire payment packet will be returned to the requesting department with instructions that a violation exists.

The department will print the Purchasing Policy Exception form from EICE. The department will complete the top of the form, the department director/manager will sign and date the form. The department will prepare a letter of explanation to explain the reason(s) for the violation.

The completed form, the letter of explanation, the payment request along with supporting documentation will be sent to the Chief Procurement Officer for review and signature.

The Chief Procurement Officer will forward the entire package to the County Administrator for review and signature.

The County Administrator will forward the entire package to Finance for review and signature.

The entire package will be forwarded to Accounts Payable.

Accounts Payable will record the violation in the Purchasing Policy Exception log.

Accounts Payable will process the documents for payment.



## Board of County Commissioners

### AGENDA ITEM

Meeting: 05/09/2023  
Department: Finance  
Prepared By: Katherine Tomczyk  
Initiator: Joshua Stringfellow  
DOC ID: 12133  
Legal Request Number:  
Bid/Contract Number:

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#### TITLE

Receipt of Alcohol and Other Drug Abuse Trust Fund Monthly Report for March 2023

#### BRIEF OVERVIEW

Pursuant to Hernando County Ordinance 2014-13, which established the Hernando County Alcohol and Other Drug Abuse Trust Fund, the Clerk of Court and Comptroller is providing the Board of County Commissioners the monthly activity relating to costs and assessments imposed by the courts, collections and deposits into the Trust Fund and expenditures from the Trust Fund.

#### FINANCIAL IMPACT

NA

#### LEGAL NOTE

NA

#### RECOMMENDATION

For informational purposes only, no action is required by the Board.

#### REVIEW PROCESS

Josh Stringfellow	Approved	04/14/2023 9:37 AM
Douglas Chorvat	Approved	04/14/2023 10:33 AM
Toni Brady	Approved	04/17/2023 11:37 AM
Pamela Hare	Approved	04/17/2023 12:12 PM
Heidi Kurppe	Approved	04/18/2023 1:04 PM
Scott Herring	Approved	04/18/2023 1:52 PM
Jeffrey Rogers	Approved	04/18/2023 3:06 PM
Colleen Conko	Approved	04/18/2023 3:29 PM

**Hernando County**  
**Alcohol and Other Drug Abuse Trust Fund**  
**For the Month of March 2023**

	<b>Report Month</b>	<b>FY 22/23 Fiscal YTD</b>		<b>From Inception</b>
Costs and Assessments imposed by the Courts	\$ 1,861.08	\$ 8,673.31		\$ 184,170.98
Funds Collected and Deposited into the Trust Fund	\$ 1,062.50	\$ 5,072.15		\$ 89,570.70
Expenditures from the Trust Fund	\$ -	\$ -		\$ 26,471.20
Alcohol and Other Drug Abuse Trust Fund Balances	\$ 1,062.50	\$ 5,072.15		\$ 63,099.50

*By authority of Hernando County Ordinance 2014-13 and Sections 938.13, 938.21, and 938.22, Florida Statutes.*



## AGENDA ITEM

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### TITLE

Appointment of Lindsey Hack to Pasco Hernando Workforce Board of Directors

### BRIEF OVERVIEW

The Pasco-Hernando Workforce Board notified Hernando County of a vacant position on the Workforce Board of Directors. A news release was issued accepting applications from individuals interested in serving as a member on the Workforce Board of Directors. As a result of the news release, an application was received from Lindsey Hack.

On April 14, 2023, the attached letter was received from Pasco-Hernando Workforce Board Chief Executive Officer, Jerome Salatino, transmitting an application for appointment to the Workforce Board of Business Agent Lindsey Hack.

In accordance with CareerSource Florida Administrative Policy 091 (Local Workforce Development Board Composition, Certification and Decertification), among the required members:

Business - A majority of the local board members must represent businesses in the local area as individuals who:

- a) Are owners of a business, chief executives or operating officers of business, or other business executive or employers with optimum policymaking or hiring authority.
- b) Represent businesses, including small businesses, or organizations representing businesses that provides employment opportunities that, at a minimum, include high-quality, work-relevant training and development in in-demand industry sectors or occupations in the local area (at least two representatives of small business must be included).
- c) Are appointed from individuals nominated by local business organizations and business trade associations.

The application was reviewed by the Workforce Board's Executive Committee, who voted unanimously on April 14, 2023, to recommend that the Hernando County Board of County Commissioners appoint Lindsey Hack to serve on the Workforce Board of Directors.

### FINANCIAL IMPACT

N/A

### LEGAL NOTE

The Board has the authority to act on this matter pursuant to Chapter 125, Florida Statutes.



**RECOMMENDATION**

It is recommended by the Pasco-Hernando Workforce Board of Directors that the Board appoint Lindsey Hack, representing Spherion Staffing and Recruiting, to serve on the Pasco-Hernando Workforce Board of Directors.

**REVIEW PROCESS**

Pamela Hare	Approved	04/19/2023 1:00 PM
Jon Jouben	Approved	04/21/2023 10:41 AM
Heidi Kurppe	Approved	04/24/2023 9:46 AM
Scott Herring	Approved	04/24/2023 12:07 PM
Jeffrey Rogers	Approved	04/25/2023 9:53 PM
Colleen Conko	Approved	04/27/2023 8:20 AM

April 14, 2023

Chairman John Allocco  
Hernando County Board of County Commissioners  
20 North Main Street, #460  
Brooksville, FL 34601

Chairman Allocco:

In accordance with CareerSource Florida's Administrative Policy 91, Local Workforce Development Board Composition and Certification, the Pasco-Hernando Workforce Board's Board of Directors wish to present the following candidate for appointment to our board.

**Lindsey Hack of Spherion Staffing & Recruiting**

Per the aforementioned Policy 91, as stated in Section 1. Business:

*A majority of the local board members must represent businesses in the local area as individuals who:*

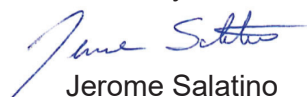
- a. Are owners of a business, chief executives or operating officers of business, or other business executive or employers with optimum policymaking or hiring authority;*
- b. Represent businesses, including small businesses, or organizations representing businesses that provide employment opportunities that, at a minimum, include high-quality, work-relevant training and development in in-demand industry sectors or occupations in the local area (at least two representative of small business must be included); and*
- c. Are appointed from individual nominated by local business organizations and business trade associations.*

Ms. Hack meets the requirements to represent the Business category on our board. Her nomination is included, along with an application for board membership, resume, and the required county form.

Ms. Hack has the unanimous support of our Executive Committee and therefore we kindly request your consideration and approval of her appointment to our board.

Thank you for your consideration on this matter.

Sincerely,

  
Jerome Salatino  
President/CEO



15588 Aviation Loop Drive Brooksville, Florida 34604  
Office: 352.796.0697 • Fax: 352.796.3704

March 1, 2023

CareerSource Pasco Hernando  
4440 Grand Blvd.  
New Port Richey, FL 34652  
Attention: Mr. Jerome Salatino, President

Dear Mr. Salatino,

I have known Ms. Lindsey Hack for many years, most recently as the President/CEO of our Chamber. For many years she has been instrumental in organizing and directing our Chamber Education Training Association (CETA) that is a 501 3 C and part of our Chamber. She is currently a Board member and Treasurer of the organization.

I retired from banking a few years ago after 47 years and during that time Lindsey was always involved in some community non-profit and has always been known for her professionalism, organizational skills, and basically getting the job done.

I would certainly endorse her for the Pasco-Hernando Workforce Board and feel she would be a huge asset to your organization.

Sincerely,

Morris Porton  
President/CEO  
Greater Hernando County Chamber of Commerce



**POLICY  
NUMBER  
091**

## **Administrative Policy**

<b>Title:</b>	Local Workforce Development Board Composition and Certification		
<b>Program:</b>	Workforce Innovation and Opportunity Act		
<b>Effective:</b>	06/08/2016	<b>Revised:</b>	07/01/2021

### **I. PURPOSE AND SCOPE**

The purpose of this policy is to provide Local Workforce Development Boards (LWDBs) with the requirements for LWDB membership composition under the Workforce Innovation and Opportunity Act (WIOA) and Chapter 445, Florida Statutes (F.S.), and the process for certification of LWDBs.

### **II. BACKGROUND**

Each local workforce development area in the state must establish a local workforce development board to carry out the functions specified for the local board under WIOA sec. 107(d) for such area. The CareerSource Florida Board of Directors, in consultation with the Department of Economic Opportunity, will ensure LWDBs have a membership consistent with the requirements of federal and state law and have developed a plan consistent with the state's workforce development plan.

### **III. AUTHORITY**

[Public Law 113-128, Workforce Innovation and Opportunity Act](#), Sections 106 and 107

[20 Code of Federal Regulations 679.320](#)

[Sections 445.004 and 445.007, F.S.](#)

## **IV. POLICIES AND PROCEDURES**

Outlined below are the policies and procedures for certifying LWDBs and ensuring the composition of and appointment of members to LWDBs are consistent with the provisions of federal and state requirements.

### **A. LWDB Membership and Composition**

The Governor, in partnership with the CareerSource Florida Board of Directors, must establish criteria for use by Chief Local Elected Officials (CLEOs) for appointment of members of the local boards in accordance with WIOA sec. 107(b)(2). The composition of the local board must meet the following criteria:

#### **1. Business**

A majority of the local board members must represent businesses in the local area as individuals who:

- a. Are owners of a business, chief executives or operating officers of businesses, or other business executives or employers with optimum policymaking or hiring authority;
- b. Represent businesses, including small businesses, or organizations representing businesses that provide employment opportunities that, at a minimum, include high-quality, work-relevant training and development in in-demand industry sectors or occupations in the local area (at least two representatives of small businesses must be included); and
- c. Are appointed from individuals nominated by local business organizations and business trade associations.

#### **2. Labor/Apprenticeships**

Not less than 20 percent of the members must be representatives of the workforce within the local area who:

- a. Include at least two representatives of labor organizations nominated by local labor federations. For a local area in which no employees are represented by such organizations, at least two other representatives of employees will be included.
- b. Include at least one representative of a labor organization or a training director from a joint labor-management apprenticeship program. If no such joint program exists in the area, at least one representative of an apprenticeship program in the area, if such a program exists.
- c. May include representatives of community-based organizations that have demonstrated experience and expertise in addressing the employment needs of individuals with barriers to employment, including organizations that serve veterans or provide/support competitive integrated employment for individuals with disabilities.



- d. May include representatives of organizations that have demonstrated experience and expertise in addressing the employment, training, or education needs of eligible youth, including representatives or organizations that serve out-of-school youth.

### **3. Education**

Each local board must include representatives of entities administering education and training activities in the local area who:

- a. Include a representative of eligible providers administering adult education and literacy activities under Title II of WIOA.
- b. Include a representative of institutions of higher education providing workforce investment activities (including community colleges).
- c. Include a private education provider, if a public education or training provider is represented on the LWDB. The CareerSource Florida Board of Directors may waive this requirement if requested by a LWDB if it is demonstrated that such representative does not exist in the local area.
- d. May include representatives of local educational agencies and of community-based organizations with demonstrated experience and expertise in addressing the education or training needs of individuals with barriers to employment.

When there is more than one institution in each of the types of educational entities listed above, nominations are solicited from representatives of each of these entities.

LWDBs requesting to waive the requirement for private education provider representation on the board must demonstrate that such a provider does not exist in the local area. The LWDB will describe, in a locally defined process, how private education providers will be identified and efforts to include those representatives on the local board. If through the local process the LWDB finds that a private education provider representative of an entity administering education and training activities in the local area does not exist, the LWDB will submit a request to waive the requirement to [LWDBGovernance@deo.myflorida.com](mailto:LWDBGovernance@deo.myflorida.com). The request must include a copy of the local process and the results of the LWDB's efforts in its request.

### **4. Governmental/Economic/Community Development**

Each local board must include representatives of economic and community development as well as governmental entities serving the local area who:

- a. Represent economic and community development entities serving the local area.
- b. Represent Vocational Rehabilitation serving the local area.
- c. May represent agencies or entities serving the local area relating to transportation, housing, and public assistance.
- d. May represent philanthropic organizations serving the local area.

## **5. Other Entity Representation**

Each local board may include other individuals or representatives of entities determined by the Chief Elected Official in the local areas to be appropriate.

Unlike the state board, members of the local board may be appointed as representatives of more than one entity if the individual meets all the criteria for representation.

### **B. LWDB Chairperson**

The LWDB chairperson is elected by the members of the LWDB and must be one of the business representatives on the local board. LWDB chairperson requirements can be found in [Administrative Policy 110 – Local Workforce Development Area and Board Governance](#).

### **C. Standing Committees**

The local board may designate and direct the activities of standing committees to provide information and to assist the local board in carrying out its required activities, as further prescribed in WIOA sec. 107(b)(4).

### **D. Authority of Board Members**

Members of the board who represent organizations, agencies, or other entities must be individuals with optimum policymaking authority within the organizations, agencies or entities.

### **E. Board Member Recruiting, Vetting and Nominating**

The LWDB, in consultation with the CLEO, must develop and implement written processes and procedures for recruiting, vetting and nominating LWDB members. The qualifications of LWDB members must be documented, align with the requirements of WIOA, and be compliant with all federal and state laws, rules and regulations, and applicable state policies. Documentation supporting the recruitment, vetting and nomination process, including names of nominating organizations and names of all candidates and their qualifications, must be retained for not less than five years.

In addition to criteria outlined in Section A. of this policy, the members of the board shall represent diverse geographic areas within the local area. The importance of minority and gender representation must be considered when making appointments to the local board.

### **F. Appointment of Board Members**

The CLEO in a local area is authorized to appoint the members of the local board who meet the criteria outlined in **Section A.** of this policy. The CLEO may not delegate the responsibility of appointing members to the LWDB, to the executive director or to staff.

When a local area includes more than one unit of local government, the CLEOs of such units may execute an agreement that specifies the respective roles of the individual CLEOs regarding:

- a. The selection, appointment, removal or reappointment of the members of the local board from the individuals nominated or recommended to be such members; and
- b. Carrying out any other responsibilities assigned to such officials in accordance with WIOA.

If after a reasonable effort the CLEOs are unable to reach agreement, the Governor may appoint the members of the local board from individuals so nominated or recommended.

Upon appointment to the local board, members must be educated about and acknowledge state and local conflict-of-interest policies.

LWDBs must adopt and abide by a conflict-of-interest policy that ensures compliance with federal and state laws, rules and regulations and applicable state policies.

#### **G. Board Member Vacancies, Term Limits and Removal**

LWDB members who no longer hold the position or status that made them eligible appointees must resign or be removed by the CLEO. Local workforce development board vacancies must be filled within a reasonable amount of time, but no more than 12 months from the vacancy occurrence. This process may be described in the local area's bylaws or in a local operating procedure.

LWDB members shall serve staggered terms and may not serve for more than eight (8) consecutive years, unless the member is a representative of a government entity. Service in a term of office which commenced before July 1, 2021, does not count toward the 8-year limitation.

The Governor and CLEO may remove members of an LWDB, and its Executive Director or the designated person responsible for operational and administrative functions for the board for cause.

#### **H. Certification of Local Workforce Development Boards**

##### **1. Certification**

Once every two years, one LWDB must be certified for each local area in the state, based on the criteria described in WIOA sec. 107(b). For a second or subsequent certification, certification must also be based on the extent to which the local area ensures workforce investment activities carried out in the local area enabled the local area to meet the corresponding performance accountability measures and achieve fiscal integrity as defined in WIOA sec. 106(e)(2).

The CareerSource Florida Board of Directors shall recertify LWDBs every two years. DEO, in consultation with the CareerSource Florida Board of Directors, will issue

instructions to the LWDBs for certification. LWDBs will submit certification documents to DEO. Upon satisfactory review of an LWDB's certification documents, DEO will provide a recommendation on certification to the CareerSource Florida Board of Directors. At the appropriate time intervals, instructions will be issued to LWDBs about the certification process, to include documentation requirements.

## **2. Failure to Achieve Certification**

Failure of an LWDB to achieve certification shall result in appointment and certification of a new local board for the local area pursuant to WIOA sec. 107(c)(1). [Administrative Policy 104 – Sanctions for Local Workforce Development Boards' Failure to Meet Federal and State Standards](#) details the actions the CareerSource Florida Board of Directors and DEO may take if an LWDB fails to meet this standard.

### **I. Decertification of Local Workforce Development Boards**

The Governor may decertify an LWDB in accordance with WIOA Sec. 107(c)(3), as further prescribed in Administrative Policy 104, Sanctions for Local Workforce Development Boards' Failure to Meet Federal and State Standards.

## **V. DEFINITIONS**

1. **Small business** is defined by the [Small Business Administration](#).
2. **Economic agency** is defined as including a local planning or zoning commission or board, a community development agency, or another local agency or institution responsible for regulating, promoting, or assisting in local economic development.
3. **For cause** includes, but is not limited to, engaging in fraud or other criminal acts, incapacity, unfitness, neglect of duty, official incompetence and irresponsibility, misfeasance, malfeasance, nonfeasance, gross mismanagement, waste, or lack of performance.
4. **Person with optimum policy-making authority** is an individual who can reasonably be expected to speak affirmatively on behalf of the entity he or she represents and to commit that entity to a chosen course of action.

**VI. REVISION HISTORY**

<b>Date</b>	<b>Description</b>
07/01/2021	Revised and issued by the Florida Department of Economic Opportunity to incorporate the requirements of the Reimagining Education and Career Help Act of 2021 (House Bill 1507).
01/07/2021	Issued by the Florida Department of Economic Opportunity.
12/03/2020	Revised and approved by CareerSource Florida Board of Directors.
02/20/2020	Revised and approved by CareerSource Florida Board of Directors.
06/08/2016	Issued by the Florida Department of Economic Opportunity. This administrative policy supersedes and replaces FG-OSPS-073, Regional Workforce Board Composition, Certification and Decertification, issued June 29, 2013.



### APPLICATION FOR MEMBERSHIP PASCO HERNANDO WORKFORCE BOARD

Please provide full and complete information. Send the completed form and attachments to Ania Williams at [awilliams@careersourcepascohernando.com](mailto:awilliams@careersourcepascohernando.com).

Include a biography that includes pertinent employment and educational information, as well as information about other boards on which you serve.

Last Name: <b>Hack</b>	First Name: <b>Lindsey</b>	M.I.: <b>C</b>
Street Address: <b>12720 Saulston Pl.</b>		
City: <b>Hudson</b>	State: <b>FL</b>	Zip: <b>34669</b>
County of Residence: <b>Pasco</b>	Home Phone:	
Personal Email: <b>linzy723@yahoo.com</b>	Cell Phone: <b>(813) 943-4278</b>	
Employer or Organization that will be represented: <b>Spherion Staffing &amp; Recruiting</b>		
Job Title or Position: <b>Sr. Bus. Development &amp; Local Partner</b>	Est. Annual Revenue: <b>\$7M</b>	
Street Address: <b>33 Ponce de Leon Blvd</b>		
City: <b>Brooksville</b>	State: <b>FL</b>	Zip: <b>34601</b>
County of Business: <b>Hernando</b>	Work Phone: <b>(352) 796-6000</b>	
Work Email: <b>lindseyhack@spherion.com</b>	Other Phone: <b>(813) 943-4278</b>	
Assistant Name:	Assistant Title:	
Assistant Email:	Assistant Phone:	
Preferred Method of Contact: <input type="checkbox"/> Home Phone <input checked="" type="checkbox"/> Cell Phone <input type="checkbox"/> Personal Email <input type="checkbox"/> Work Phone <input checked="" type="checkbox"/> Work Email <input type="checkbox"/> Other: _____		
<b>Please choose the industry sector that best fits your business/organization:</b>		
<input type="checkbox"/> Accounting/Finance <input type="checkbox"/> Agriculture <input type="checkbox"/> Arts and Culture <input type="checkbox"/> Bio Tech <input type="checkbox"/> Communications <input type="checkbox"/> Construction <input type="checkbox"/> Education	<input type="checkbox"/> Government <input type="checkbox"/> Healthcare <input type="checkbox"/> Hospitality/Tourism <input type="checkbox"/> Insurance <input type="checkbox"/> Manufacturing <input type="checkbox"/> Social Services	<input type="checkbox"/> Real Estate <input type="checkbox"/> Retail <input type="checkbox"/> Utilities <input type="checkbox"/> Union <input type="checkbox"/> Wholesale <input checked="" type="checkbox"/> Other: <u>Employment</u>

### DEMOGRAPHIC DETAILS

The following information is requested to assist CareerSource Pasco Hernando in complying with Board diversity and representation requirements as mandated by the Workforce Innovation and Opportunity Act, Florida Statute 445.007(1), and CareerSource Florida's Administrative Policy 091.

<b>Gender:</b> <input type="checkbox"/> Male <input checked="" type="checkbox"/> Female	<b>Race/Ethnicity:</b> <input checked="" type="checkbox"/> White (not Hispanic) <input type="checkbox"/> Black/African American (not Hispanic) <input type="checkbox"/> White and Hispanic <input type="checkbox"/> Black and Hispanic <input type="checkbox"/> Other	<b>Other:</b> <input type="checkbox"/> Disabled Individual <input type="checkbox"/> Older Individual <input type="checkbox"/> Veteran
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## **Lindsey C. Hack**

813-943-4278 | lindseyhack@spherion.com

### **Hernando County Chamber Education Training Association (CETA) | 501c3 Foundation**

June 2013 – May 2019 | June 2021 – Present | Volunteer Board Member, Vice Chair, and currently Treasurer

Our mission is to solicit funds for education, business training and economic development for Hernando and surrounding communities. We provide grants and scholarships for local organizations and institutions. Some of the major events I've been a part of:

- Student Recognition Celebration
  - General Committee Member
  - Scholarship Application Grading Committee
  - Event Volunteer
- Chair of The Hernando Chamber Young Professional's (2012 – 2020) a sub-committee under CETA
  - Hosted monthly networking meetings and events
  - Chaired the Hop n' Glow Easter Event (2012 – 2019)
    - Brought in over \$40,000 in 7 years for General Education and Business Training programs in Hernando County
- BINGO
- Other various fundraiser & awareness events

### **NichoLi LLC. Db a Spherion Staffing & Recruiting, Brooksville**

December 2010 – Present | Sr. Business Development Manager & Local Partner

**"We drive careers, grow businesses and better the communities we call home."**

We are Pasco, Hernando & Citrus counties' local workforce match makers! Locally owned and operated staffing and recruiting firm since 2010. Combined with the power of a global HR leader in HR services, we partner with local employers to attract, recruit, engage and retain the area's top talent on a Temporary, Temp-to-Hire or Direct Hire basis with the option for additional Workforce Management solutions in high volume situations.

Fields we recruit talent in:

- Office & Administration
- Customer Service & Call Center
- Finance & Accounting
- Sales & Marketing
- Engineering & Information Technology
- Light Industrial: Manufacturing, Production, Distribution & Logistics
- Hospitality & Events
- Healthcare (Non-Clinical)

### **Protection One (merged with ADT in 2016)**

February 2005 – December 2010 | Sales Coordinator

Reported directly to the General Manager. Provided sales and customer support to Residential and Commercial Sales Consultants, Installation Department, Vendors and Customers.

### **Spherion Staffing & Recruiting**

July 2001 – February 2005 | Various Temporary roles in Administrative, Retail and Manufacturing Office environments.

- Placed with Protection One in May 2004 & offered permanent role in February 2005



**HERNANDO COUNTY  
BOARD OF COUNTY COMMISSIONERS  
BOARD/COMMITTEE APPLICATION**

Please type or print clearly

Name of Board/Committee Pasco-Hernando Workforce Board  
Check one: ☒ **Full Member Position**  
☐ **Alternate Member Position**

Name Lindsey Hack  
(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 12720 Saulston Pl

City Hudson Zip 34669

Telephone 813-943-4278 (home) \_\_\_\_\_ (business) \_\_\_\_\_

E-mail address lindseyhack@spherion.com

Are you a resident of Hernando County? No

Voter Registration Number 115262476

Education HSD, Spherion certified "Ideal Match Maker": General Recruiting, Industrial, Non-Clinical  
(Please include any certificates, awards, diplomas, degrees, professional license numbers, etc.)  
Healthcare, Sales & Marketing, Professional, Information Technology, Finance & Accounting.

Spherion Sandler Sales, Solution Design

Employment History Resume available.  
(Attach a resume if available)

Licenses or Certificates Held NA

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.  
NA

Have you ever been convicted, plead guilty or no contest, or entered into PTI for a felony or 1<sup>st</sup>/ 2<sup>nd</sup> degree misdemeanor? No  
Answering yes does not automatically disqualify you for consideration.

If yes, what charges? NA

Are you currently involved as a defendant in a criminal case? No

If yes, what charges? NA

Have you ever been named as a defendant in a civil action suit? No

If yes, when and describe action. NA



**Please state your reasons for applying to this Board/Committee** Our company provides staffing & recruiting services to Pasco, Hernando & Citrus counties. My passion follows our vision to drive careers, grow businesses & better the communities we call home & have wanted to be a part of this board for over 5 years now.

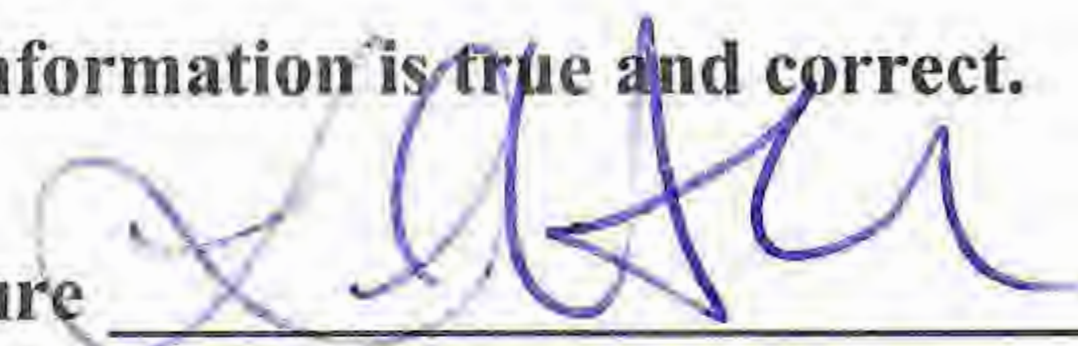
**Please list three character references of persons NOT related to, NOT an employer, NOT an employee of you or your company, and whom you have known at least one (1) year. Please include addresses and phone numbers.**

1. Nicole Miller - 352-340-4805 | Assoc. Dean PHSC & served on CETA board & other committees together
2. Katelyn (Katie) Gaiser - 352-650-9044 | Friend, works in Hernando County
3. William Cramer - 404-775-7582 | Friend, Distribution Manager in Odessa, FL

**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 judgment, 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**



(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: Lindsey Caroline Hack

Date of Birth: 07-23-1983

Other Names Used: Lindsey C. Nichols

(Legal Name) First M.I. Last

Dates Used (from/to): Adopted in 1996 until married in 2007

Home Phone #: NA

Cell Phone #: 813-943-4278

E-mail Address: linzy723@yahoo.com

Are you 18 years of age or older? ☒ Yes ☐ No

### GEOGRAPHIC INFORMATION

Current Address: 12720 Saulston Pl

City, State, Zip : Hudson, FL 34669

Time at this address: 14 Years 10 Month

Previous Address: 4812 Northdale Blvd

City, State, Zip : Tampa FL 33624

Time at this address approx 3+ 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

3/17/23

Date





## Board of County Commissioners

### AGENDA ITEM

Meeting: 05/09/2023  
Department: Administration  
Prepared By: Colleen Conko  
Initiator: Jeffrey Rogers  
DOC ID: 11439  
Legal Request Number:  
Bid/Contract Number:

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#### TITLE

Update Regarding Ongoing Board Directives

#### BRIEF OVERVIEW

County Administrator Jeff Rogers will review the attached list of BOCC ongoing directives for the Board's information.

#### FINANCIAL IMPACT

NA

#### LEGAL NOTE

NA

#### RECOMMENDATION

For informational purposes only; no action by the Board is required.

#### REVIEW PROCESS

Heidi Kurppe	Approved	05/02/2023 10:52 AM
Scott Herring	Approved	05/02/2023 11:04 AM
Jeffrey Rogers	Approved	05/03/2023 10:30 AM
Colleen Conko	Approved	05/03/2023 10:56 AM

**ONGOING BOCC DIRECTIVES**

	<b>BOARD DATE</b>	<b>ONGOING ISSUES</b>	<b>RESPONSIBLE PARTY</b>	<b>ANTICIPATED COMPLETION DATE</b>	<b>COMMENTS</b>
1	5/14/2019	Purchasing Policy Review.	Toni Brady	TBD	Legal review complete. The Procurement Department is finalizing the changes. Include RFP process for services as allowed.
2	6/23/2020	Addition of Statue Memorializing Local African American Significance.	John Mitten / Jeff Rogers	TBD	The Community has formed a committee, awaiting decision from the Community on the addition of a statue.
3	11/17/2020	Mermaid Lakes	Chris Linsbeck / Jeff Rogers	TBD	County working with SWFWMD to obtain lease on the proposed recreation area.
4	1/26/2021	Fertilizer Ordinance Changes Including Waterfront Properties Regulations.	Gordon Onderdonk	5/2/2023	For the FY 2023 budget year, we are performing a literature research study and hiring a subject matter expert to recommend changes to our Fertilizer Ordinance. A Workshop will be held on May 2, 2023, to discuss options with the BOCC.
5	6/22/2021	Tangerine Estates.	Veda Ramirez	TBD	Staff has met and are creating the vision plan on how to accomplish the project. Currently getting updated cost estimates for utilities, roadways, drainage. A plan will be presented to BOCC for review, direction and approval and will be discussed at the Affordable Housing Workshop on June 6, 2023.
6	6/22/2021	Tiny Homes.	Michelle Miller	6/1/2023	May P&Z and the 2 public hearings in front of the BOCC in June.
7	6/14/2022	South Brooksville Community Redevelopment Agency.	Michelle Miller	TBD	The Tax Redevelopment Advisory Committee (TRAC) is still meeting to determine the findings of necessity. TRAC has approved the boundary. Community Redevelopment Agency (CRA) Development is progressing.
8	8/23/2022	Twin Lakes Historic Designation.	Veda Ramirez	TBD	Research of area being completed for consideration by the BOCC for adding to Comprehensive Plan. Signs have been added to the Twin Lakes Cemetery.
9	8/23/2022	Homeless Resources and Projects.	Veda Ramirez	TBD	Meeting with County staff and community partners to develop a list of resources and identify action items to address homeless issues.

10	12/13/2022	Ordinance on Required Plantings.	Aaron Pool	TBD	Staff to review proposal to amend County Ordinance for required plantings and process for BOCC review and approval.
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## AGENDA ITEM

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### TITLE

Budget Resolution Reversing Grant Funds Back to Department of Environmental Protection Under Recreational Trails Program and Reversing Grant Match Funds to Budget Reserves Due to Termination of Grant Agreement for Access Improvements at Peck Sink Trail and Overlook

### BRIEF OVERVIEW

Sensitive Lands is requesting the Board to approve the attached reversing budget resolution to reduce funds from the Florida Department of Environmental Protection (FDEP) grant budget and local match from Impact Fees District 2 and transfer back to FDEP and Impact Fee Reserves budget. Due to increased construction costs, Sensitive Lands staff had difficulties securing a construction bid within the allocated funding for this project.

FDEP provides financial assistance to agencies for the development of recreational trails, trailheads, and trailside facilities access through the Recreational Trails Program (RTP) Grant.

On January 29, 2019, the Board authorized Sensitive Lands staff to submit an application to construct the Peck Sink Trail and Overlook Platform project to the FDEP RTP program for the 2019-2020 grant cycle. The estimated total project cost was \$206,200 and required a 20% local match (\$41,240), which the Board approved to be utilized from the Parks Impact Fees District 2 account on February 9, 2021 (MT #17264). After review of the application by FDEP Recreational Trail Program, the County was advised funding for the Peck Sink Project was available and initiated creation of a grant award agreement.

The proposed project went out for bid with only one contractor responding. This bid was more than double the grant award amount. The County reached out to FDEP for additional grant funding; however, this was not available. As such the County, due to the increased cost of the project, requested the grant to be terminated with FDEP.

### FINANCIAL IMPACT

For Capital Improvement Project #108540: Reverse in Funds Revenue 0011-37101-3317101 -\$164,960, 0011-37101-3813342 -\$41,240. Expense 0011-37101-5606388 -\$206,200, and 3342-04542-5910011 -\$41,240. Return funds to Expense Account 3342-04542-5909967 \$41,240. As reflected in the attached reversing budget resolution. GMS# 303.

### LEGAL NOTE

Pursuant to Chapter 125, Florida Statutes, the Board has the authority to take the recommended action.

### RECOMMENDATION

It is recommended that the Board approve and authorize the Chairman's signature on the attached reversing budget resolution.



**REVIEW PROCESS**

Carla Burrmann	Approved	04/14/2023	7:58 AM
Helen Gornes	Approved	04/14/2023	2:03 PM
Christopher Linsbeck	Approved	04/17/2023	9:16 AM
Toni Brady	Approved	04/25/2023	10:53 AM
Pamela Hare	Approved	04/25/2023	1:15 PM
Victoria Anderson	Approved	04/26/2023	8:26 AM
Heidi Kurppe	Approved	04/26/2023	12:59 PM
Scott Herring	Approved	04/26/2023	5:09 PM
Jeffrey Rogers	Approved	04/28/2023	2:23 PM
Colleen Conko	Approved	04/28/2023	2:26 PM

## AGENDA ITEM

Initiator: Ronald Pianta

DOC ID: 17264 D

Legal Request Number: LR 2018-868-4

Bid/Contract Number:

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### TITLE

Acceptance of Grant Award for Access Improvements at Peck Sink Trail and Overlook Through Department of Environmental Protection Under Recreational Trails Program and Associated Budget Resolution

### BRIEF OVERVIEW

The Florida Department of Environmental Protection (FDEP) provides financial assistance to agencies for the development of recreational trails, trailheads, and trailside facilities access through the Recreational Trails Program (RTP) Grant.

On January 29, 2019, the Board authorized Sensitive Lands staff to submit an application to construct the Peck Sink Trail and Overlook Platform project to the FDEP RTP program for the 2019-2020 grant cycle. The estimated total project cost is \$206,200 and requires a 20% local match (\$41,240), which the Board approved to be utilized from the Parks Impact Fees District 2 account. After review of the application by FDEP Recreational Trail Program, the County was advised funding for the Peck Sink Project was available and initiated creation of a grant award agreement.

Staff recommends the Board approve the grant award agreement and authorize the accompanying resolution.

### FINANCIAL IMPACT

This Capital Improvement Project #108540 is proposed to be funded by grant funds in the amount of \$164,960 and Impact Fee District 2 funding for the required local match in the amount of \$41,240. The funding is being transferred to the new Grant Department Budget (0011-37101-5606388, IMPROV-PECK SINK) and reflected in the attached Budget Resolution. GMS# 303.

### LEGAL NOTE

Pursuant to Chapter 125, Florida Statutes, the Board has the authority to take the recommended action.

### RECOMMENDATION

It is recommended that the Board approve and authorize the Chairman's signature on the attached State of Florida Department of Environmental Protection Grant Agreement for the Peck Sink Trail and Overlook Platform and approve and authorize the Chairman's signature on the attached associated resolution. It is further recommended

that the Board authorize staff to submit the executed award agreement to the Florida Department of Environmental Protection under the Recreational Trails Program.

## REVIEW PROCESS

Michael Singer	Completed	01/25/2021 7:17 PM
Ronald Pianta	Completed	01/25/2021 5:54 PM
Christopher Linsbeck	Completed	01/13/2021 11:02 AM
Helen Gornes	Completed	01/27/2021 12:20 PM
Toni Brady	Completed	01/27/2021 1:12 PM
Stephanie Russ	Skipped	12/17/2020 3:18 PM
Sue Bishop	Skipped	09/02/2020 11:21 AM
Pamela Hare	Completed	01/22/2021 10:57 AM
Kyle J. Benda	Completed	01/13/2021 8:29 AM
Jenine Wimer	Completed	01/27/2021 2:42 PM
Tobey Phillips	Completed	01/29/2021 7:26 AM
Jeffrey Rogers	Completed	01/31/2021 2:09 PM
Tina Duenninger	Completed	02/01/2021 3:05 PM
Board of County Commissioners	Completed	02/09/2021 9:00 AM

**RESULT:**       **ADOPTED [4 TO 0]**

**MOVER:**       Wayne Dukes, Commissioner

**SECONDER:** Elizabeth Narverud, Commissioner

**AYES:**       John Allocco, Steve Champion, Wayne Dukes, Elizabeth Narverud

**ABSENT:**     Jeff Holcomb

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): <b>Peck Sink Trail and Overlook</b>	Agreement Number: <b>T1914</b>
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2. Parties <b>State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000</b>	(Department)
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Grantee Name: <b>Hernando County Board of County Commissioners</b>	Entity Type: <b>a local government</b>
Grantee Address: <b>20 North Main Street, Brooksville, FL 34601</b>	FEID: <b>59-1155275</b> (Grantee)

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3. Agreement Begin Date: <b>Upon Execution</b>	Date of Expiration: <b>Two years from date of execution</b>
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4. Project Number: <b>T19014</b> <i>(If different from Agreement Number)</i>	Project Location(s): <b>18279 Wiscon Road, Brooksville, FL 34601</b>
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Project Description: **Design, engineering, permitting and construction of ADA accessible parking, hard-surface parking pad transition, 8' x 1,600 L.F. (+/-10%) natural-surface trail, and 320 S.F. (+/10%) overlook platform, and renovation of onsite non-potable well with construction of irrigation connections to the overlook platform with the purchase and installation of benches.**

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5. Total Amount of Funding: <b>\$164,960.00</b>	Funding Source? <input type="checkbox"/> State <input checked="" type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Federal <input checked="" type="checkbox"/> Grantee Match	Award #s or Line Item Appropriations: <b>RTP19</b>	Amount per Source(s): <b>\$164,960.00</b>  <b>\$41,240.00</b>
Total Amount of Funding + Grantee Match, if any:			<b>\$206,200.00</b>

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6. Department's Grant Manager Name: <b>Tara V. Reynolds</b> <div style="text-align:right">or successor</div> Address: <b>3900 Commonwealth Boulevard MS 585 Tallahassee, FL 32399</b> Phone: <b>850-245-2065</b> Email: <b>Tara.V.Reynolds@FloridaDEP.gov</b>	Grantee's Grant Manager Name: <b>Michael Singer</b> <div style="text-align:right">or successor</div> Address: <b>20 North Main Street Brooksville, FL 34601</b> Phone: <b>352-754-0457</b> Email: <b>Msinger@hernandocounty.us</b>
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7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements
<input checked="" type="checkbox"/> Attachment 6: Program-Specific Requirements
<input checked="" type="checkbox"/> Attachment 7: RTP19 Grant Award Terms (Federal) *Copy available at <a href="https://facts.fldfs.com">https://facts.fldfs.com</a> , in accordance with §215.985, F.S.
<input checked="" type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input checked="" type="checkbox"/> Additional Attachments (if necessary): <b>Attachment 9: Form FHWA 1273</b>
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements for Grants
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input checked="" type="checkbox"/> Additional Exhibits (if necessary): Exhibit F: Appendices A&E; Exhibit G: 49 CFR 26.13; Exhibit H: Contractor Recipient General Terms and Conditions for Assistance Awards

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	12RECT019
Federal Award Date to Department:	9/10/19
Total Federal Funds Obligated by this Agreement:	\$164,960.00
Federal Awarding Agency:	U.S. Department of Transportation - Federal Highway Administration
Award R&D?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

Hernando County Board of County Commissioners

GRANTEE

Grantee Name

By

(Authorized Signature)

February 9, 2021  
Date Signed

John Allocco, Chairman

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By

Callie DeHaven  
Digitally signed by Callie DeHaven  
Date: 2021.02.15 09:46:28 -05'00'

Secretary or Designee

Date Signed

Callie DeHaven, Director, Division of State Lands

Print Name and Title of Person Signing

☐ Additional signatures attached on separate page.

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

BY

County Attorney's Office



**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
STANDARD TERMS AND CONDITIONS  
APPLICABLE TO GRANT AGREEMENTS**

**ATTACHMENT 1**

**1. Entire Agreement.**

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

**2. Grant Administration.**

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
  - i. Standard Grant Agreement
  - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
  - iii. Attachment 1, Standard Terms and Conditions
  - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following: (1) an increase or decrease in the Agreement funding amount; (2) a change in Grantee's match requirements; (3) a change in the expiration date of the Agreement; and/or (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department. A change order to this Agreement may be used when: (1) task timelines within the current authorized Agreement period change; (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department; (3) changing the current funding source as stated in the Standard Grant Agreement; and/or (4) fund transfers between budget categories for the purposes of meeting match requirements. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

**3. Agreement Duration.**

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

**4. Deliverables.**

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

**Attachment 1**

1 of 11

## **5. Performance Measures.**

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

## **6. Acceptance of Deliverables.**

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

## **7. Financial Consequences for Nonperformance.**

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
  - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
  - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
  - iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

## **8. Payment.**

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:  
<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: [www.myfloridacfo.com/Division/AA/Vendors/default.htm](http://www.myfloridacfo.com/Division/AA/Vendors/default.htm).
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

## **9. Documentation Required for Cost Reimbursement Grant Agreements and Match.**

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
  - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
  - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

#### 10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting

#### Attachment 1

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period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

#### **11. Retainage.**

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

#### **12. Insurance.**

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

#### **13. Termination.**

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and



to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

#### **14. Notice of Default.**

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

#### **15. Events of Default.**

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
  - i. Entry of an order for relief under Title 11 of the United States Code;
  - ii. The making by Grantee of a general assignment for the benefit of creditors;
  - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
  - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

#### **16. Suspension of Work.**

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing

resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

#### **17. Force Majeure.**

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

#### **18. Indemnification.**

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
  - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
  - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

#### **19. Limitation of Liability.**

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

### **Attachment 1**

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## **20. Remedies.**

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

## **21. Waiver.**

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

## **22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.**

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:
  - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
  - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 any public entity; and may not transact business with any public entity.
  - iii. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

## **23. Compliance with Federal, State and Local Laws.**

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

## **24. Scrutinized Companies.**

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole

- option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
  - c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

## **25. Lobbying and Integrity.**

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

## **26. Record Keeping.**

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

## **27. Audits.**

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
  - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
  - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
  - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form



number DFS-A2-NS) that can be found under the “Links/Forms” section appearing at the following website: <https://apps.fldfs.com/fsaa>.

- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
  - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
  - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
  - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

## **28. Conflict of Interest.**

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

## **29. Independent Contractor.**

The Grantee is an independent contractor and is not an employee or agent of Department.

## **30. Subcontracting.**

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both

## **Attachment 1**

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Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

**31. Guarantee of Parent Company.**

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

**32. Survival.**

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

**33. Third Parties.**

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

**34. Severability.**

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

**35. Grantee's Employees, Subcontractors and Agents.**

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

**36. Assignment.**

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

**37. Execution in Counterparts and Authority to Sign.**

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Special Terms and Conditions  
AGREEMENT NO. T1914**

**ATTACHMENT 2**

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

**1. Scope of Work.**

The Project funded under this Agreement is Peck Sink Trail and Overlook. The Project is defined in more detail in Attachment 3, Grant Work Plan.

**2. Duration.**

- a. Reimbursement Period. The reimbursement period for this Agreement begins on the Agreement Begin Date and ends on the Project Completion Date, as defined in Attachment 3.
- b. Extensions. There are two one-year extensions available to the Grantee, if requested in writing, for good cause, subject to the conditions in Rule 62S-2.075(7)(a), F.A.C. There are no other extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

**3. Payment Provisions.**

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur after approval of each deliverable.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

**4. Cost Eligible for Reimbursement or Matching Requirements.**

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	a. Fringe Benefits, which shall be calculated at the rate of 40% of direct salaries.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	b. Indirect Costs, which shall be calculated at the rate of 15% of direct costs.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Rental/Lease of Equipment
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

**5. Equipment Purchase.**

No Equipment purchases shall be funded under this Agreement.

**6. Land Acquisition.**

There will be no Land Acquisitions funded under this Agreement.

## 7. Match Requirements

The Agreement requires at least a 20% match on the part of the Grantee. Therefore, the Grantee is responsible for providing \$41,240.00 through cash or third party in-kind towards the project funded under this Agreement. The Grantee may claim allowable project expenditures made on 9/10/2019 or after for purposes of meeting its match requirement as identified above.

Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.

All required matching funds shall meet the federal requirements established in 2 CFR § 200.306 and other federal statutory requirements, as applicable. Grantee acknowledges and agrees to provide eligible match types as set forth in subsection 62S-2.071(4)(b), F.A.C. Grantee acknowledges and agrees not to provide ineligible match sources which includes value of real property or inmate labor.

## 8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

## 9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

## 10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

## 11. Subcontracting.

- a. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.
- b. The Grantee shall physically attach: (1) Attachment 8, Contract Provisions for Department of Transportation (DOT) Funded Agreements; (2) Attachment 9, Form FHWA-1273, Required Contract Provisions Federal-Aid Construction Contracts; (3) Exhibit F, Appendices A and E; (4) Exhibit G, 49 CFR §26.13; and (5) Exhibit H,

### Attachment 2

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FHWA Contractors & Recipients General Terms and Conditions for Assistance Awards to all subcontracts executed under this Agreement.

**12. State-owned Land.**

The work will not be performed on State-owned land.

**13. Office of Policy and Budget Reporting.**

There are no special Office of Policy and Budget reporting requirements for this Agreement.

**14. Additional Terms.**

None.

**ATTACHMENT 3**  
**GRANT WORK PLAN**  
**RECREATIONAL TRAILS PROGRAM (RTP)**  
Project Name: Peck Sink Trail and Overlook  
Grantee Name: Hernando County Board of County Commissioners  
RTP Project # T19014

**SUMMARY:** The Grantee will complete the Project Element(s), which were approved by the Department through the RTP Application Evaluation Criteria, pursuant to Chapter 62S-2, Florida Administrative Code (F.A.C.) and the FHWA Recreational Trails Program Interim Guidance Manual. Any alteration(s) to the Project Element(s) defined in the Grant Work Plan resulting in a change in the total point score of Grantee's Application as it appears on the RTP Advisory Committee's Priority List for FY2019-20 is considered a significant change, must be pre-approved by the Department, and requires a formal Amendment to this Agreement. All work must be completed in accordance with laws, rules, and guidance including, but not limited to: local, state and federal laws, the approved Project plans, all required permits, the Florida Building Code and, as applicable, the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways ("Florida Greenbook"). Prior to the Department issuing a Notice to Proceed to the Grantee, as specified in Attachment 6, Program Specific Requirements, the Department must receive evidence of and have approved all Deliverables in Task 1.

The Department will designate the Project complete upon receipt and approval of all Deliverables and when Project site is open and available for use by the public for outdoor recreation purposes. The Department will retain ten percent (10%) of the Grant Award until the Grantee completes the Project and the Department approves the Completion Documentation set forth in paragraph 62S-2.075(7)(e), F.A.C. The final payment of the retained ten percent (10%) will be processed within thirty (30) days of the Project being designated complete by the Department.

For the purpose of this Agreement, the terms "Project Element" and "Project Task" are used interchangeably to mean an identified facility within the Project.

The project is located at 18279 Wiscon Road, Brooksville, FL 34601.

**BUDGET:** Reimbursement for allowable costs for the Project may not exceed the maximum grant award amount outlined below. Required match will be provided by cash or in-kind services as set forth in subsection 62S-2.071(4), F.A.C. Grantee shall maintain an accounting system that meets generally accepted accounting principles and will maintain financial records to properly account for all Program and matching funds. The total estimated Project cost provided below is based on the approved RTP Application. A detailed Project cost analysis will be provided in the Deliverables for Task 1, prior to the Department issuing the Notice to Proceed. All final Project costs shall be submitted to the Department with the payment request.

<b>Maximum Grant Award Amount:</b>	\$ 164,960.00
<b>Required Grantee Match Amount:</b>	\$ 41,240.00
<b>Total Estimated Project Cost:</b>	\$ 206,200.00
<b>Match Ratio:</b>	80:20

Scope of Work/Tasks within Deliverable	Deliverables	Due Date	Financial Consequences
<b>TASK 1</b> <b>1.A.</b> Approval of required NEPA documentation by FDOT.	<b>DELIVERABLE 1</b> <b>1.A.</b> Submission through SWEPT and approval of required NEPA documentation by FDOT.	Deliverable 1.A. 180 days after	The Department will terminate the Project Agreement if the required



<p><b>1.B.</b> Development of Commencement Documentation Checklist (OGT-11)<sup>1</sup>.</p> <p><b>1.C.</b> A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable).</p>	<p><b>1.B.</b> All applicable Project specific Commencement documentation, listed on Commencement Documentation Checklist (OGT-11).</p> <p><b>1.C.</b> Cost Analysis Form with detailed budget (and/or In-House Cost Schedule(s), if applicable).</p> <p>The Department will issue Notice to Proceed upon receipt and approval of deliverables 1.A., 1.B. and 1.C.</p> <p>Project planning expenses, such as application preparation, surveys (boundary and topographic), title searches, project signs, architectural and engineering fees, permitting fees, project inspection fees, and other similar fees are eligible for reimbursement. However, reimbursement, if requested, shall not to exceed fifteen percent (15%) of total Project cost, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule below.</p> <p><b>The Grantee may not proceed with construction of the Project until Notice to Proceed has been issued.</b></p>	<p>Execution of Agreement<sup>2</sup> Deliverables</p> <p>1.B. and 1.C. 12 months after Execution of Agreement<sup>2</sup></p>	<p>Deliverables are not submitted and approved by the Department.</p>
<p><b>TASK 2</b></p> <p><b>2.A.</b> Development of Project Elements, including: Design, engineering, permitting and construction of ADA accessible parking, hard-surface parking pad transition, 8' x 1,600 L.F. (+/-10%) natural-surface trail, and 320 S.F. (+/10%) overlook platform, and renovation of onsite non-potable well with construction of irrigation connections to the overlook platform with the purchase and installation of benches.</p> <p><b>2.B.</b> Development of Completion of Documentation Checklist (OGT-13).</p> <p><b>2.C.</b> Completion of Final Status Report (DRP-109).</p>	<p><b>DELIVERABLE 2</b></p> <p>The Grantee may request reimbursement upon Department receipt and approval of:</p> <p><b>2.A.</b> Development of required Project Elements.</p> <p><b>2.B.</b> All applicable Project specific Completion documentation listed on Project Completion Documentation Checklist (OGT-13).</p> <p><b>2.C.</b> Final Status Report (DRP-109).</p> <p><b>Grantee may submit bi-annual payment request for cost reimbursement of planning expenses.</b></p>	<p>Due 60 calendar days prior to the expiration of this Agreement which shall also be the Project Completion Date<sup>3</sup></p>	<p>No reimbursement will be made for Deliverable(s) deemed unsatisfactory by the Department. Payment(s) will not be made for unsatisfactory or incomplete work. In addition, a Task may be terminated for Grantee's failure to perform.</p>

**Project Task Performance Standard:** The Department's Grant Manager will review the Project Completion Certificate and the Deliverables to verify compliance with the requirements for funding under the Recreation Trails Program (RTP); approved plans and application approved for funding. Upon review and written acceptance by the Department's Grant Manager of the Project Completion Certification and the Deliverables, the Grantee may proceed with the payment request submittal.

**Payment Request Schedule:** Following Department approval of Project Deliverables, the Grantee may submit a payment request for cost reimbursement **bi-annually** for planning expenses on Payment Request Summary Form (DRP-115) along with all required documentation as outlined in the Financial Reporting Procedures (DRP-110), as applicable, to support payment. A payment request submitted as part of the reimbursement process must correspond with the Cost Analysis and supporting documents provided under Project Tasks. The payment request must include documentation regarding the match source, as required.

Endnotes:

1. RTP documentation is available at <https://floridadep.gov/lands/land-and-recreation-grants/content/rtp-assistance> and/or, Land and Recreational Grants Section, State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, M.S. 585, Tallahassee, Florida 32399-3000.
2. Project Agreement is subject to termination if Commencement documents under Task 1 are not received and approved by the Department within 12 months of the Project Agreement execution.
3. This time period may be extended within the parameters of the RTP and/or FHWA federal guidelines, upon written request of the Grantee and approval by the Department.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Public Records Requirements**

**Attachment 4**

**1. Public Records.**

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

**2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

**f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:**

**Telephone:** (850) 245-2118  
**Email:** [public.services@floridadep.gov](mailto:public.services@floridadep.gov)  
**Mailing Address:** Department of Environmental Protection  
ATTN: Office of Ombudsman and Public Services  
Public Records Request  
3900 Commonwealth Boulevard, MS 49  
Tallahassee, Florida 32399

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Special Audit Requirements  
(State and Federal Financial Assistance)**

**Attachment 5**

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

**MONITORING**

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

**AUDITS**

**PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at [www.cfda.gov](http://www.cfda.gov)

## PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

## PART III: OTHER AUDIT REQUIREMENTS

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

## PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
  - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:



By Mail:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

- B. The Auditor General's Office at the following address:

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

**Attachment 5**

3 of 6

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

## **PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

# EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

*Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded*

<b>Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:</b>					
<b>Federal Program A</b>	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Original Agreement	U.S. Department of Transportation – Federal Highway Administration	20.219	Recreational Trails Program	\$ 164,960.00	140185
<b>Federal Program B</b>	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

*Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:*

<b>Federal Program A</b>	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
<b>Federal Program B</b>	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

*Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.*

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

*Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.*

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year <sup>1</sup>	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
State Program B	State Awarding Agency	State Fiscal Year <sup>2</sup>	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$ 164,960.00	
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*Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.*

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [[www.cfda.gov](http://www.cfda.gov)] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [[https://apps.fldfs.com/fsaa/state\\_project\\_compliance.aspx](https://apps.fldfs.com/fsaa/state_project_compliance.aspx)]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

<sup>1</sup> Subject to change by Change Order.

<sup>2</sup> Subject to change by Change Order.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
PROGRAM SPECIFIC REQUIREMENTS  
FOR THE RECREATIONAL TRAILS GRANT PROGRAM**

**ATTACHMENT 6**

**1. Project Submittal Forms.**

Administrative Forms, Reimbursement Forms and guidelines referenced in this Agreement may be found at <https://floridadep.gov/lands/land-and-recreation-grants/content/rtp-assistance>, or by contacting the Department's Grant Manager.

**2. Notice to Proceed.**

Prior to commencement of Project, the Grantee shall submit to the Department for approval all documentation and completion of responsibilities listed on the Commencement Documentation Checklist, OGT-11. In addition to the Checklist items, the Grantee shall submit a copy of the executed subcontract to the Department. Upon satisfactory approval by the Department, the Department will issue written "Notice to Proceed" to the Grantee to commence the Project. **The Grantee SHALL NOT proceed until the Department issues the "Notice to Proceed".** The Grantee shall commence Task 2 Performance **within ninety (90) days** after the "Notice to Proceed" is issued by the Department, unless the Grantee requests an extension in writing for good cause, in accordance with the requirements of Rule 62S-2.075(7)(a), F.A.C. Until the Department issues the "Notice to Proceed," the Department is not obligated to reimburse Grantee for fees, costs or general expenses of any kind.

**3. RTP Guidelines.**

- i. This Agreement must be performed according to all applicable state and federal guidelines, including but not limited to, 23 U.S.C. § 206, Chapter 260, F.S., Chapter 62S-2, F.A.C., and the FHWA Recreational Trails Program Interim Guidance Manual (Manual). The Grantee acknowledges that receiving this grant does not guarantee that a federal, state, or local permit will be issued for a particular activity to complete the Project. Further, the Grantee agrees to ensure that Grantee has obtained all necessary permits prior to implementing any Grant Work Plan activity that may fall under applicable federal, state, or local laws.
- ii. The Department will terminate this Project Agreement if the Commencement Documentation is not received and approved by the Department within twelve (12) months of this Project Agreement's execution. The Department may extend this time period for good cause, such as a natural disaster, pursuant to subparagraph 62S-2.075(7)(d)3, F.A.C.

All awards will be administered pursuant to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards found in 2 CFR part 200, as adopted by USDOT at 2 CFR part 1201

**4. National Environmental Policy Act Compliance.**

The Grantee's compliance with the Florida Department of Transportation's Project Development and Environmental Manual (PD&E Manual), hereby incorporated by reference constitutes compliance with National Environmental Policy Act (NEPA) standards as more fully implemented pursuant to subsection 62S-2.074(1), F.A.C.

**5. The following hereby replaces paragraph 8.d, Attachment 1, Standard Terms and Conditions:**

- d. **Reimbursement for Costs.** Project costs will be reimbursed as provided in paragraph 62S-2.075(3)(a), F.A.C. and in the Project Agreement. The Grantee must incur costs between the effective date of, and the Project Completion Date identified in, the Project Agreement, except for Pre-agreement expenses. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/Division/AA/Manuals/default.htm>. However, unless the Department issues the "Notice to Proceed," the Department is not obligated to reimburse Grantee for fees, costs or general expenses of any kind.
  - i. Pre-agreement Expenses means expenses incurred by a Grantee for an eligible RTP project after authorization by Federal Highway Administration (FHWA) but before full execution of the Agreement. RTP funds remaining after termination of a grant award or completion of Project will revert to the State's program funds



under the provisions of the federal Transportation Equity Act for the 21st Century (TEA-21) and subsection 62S-2.075(6), F.A.C. All funds not paid out after four (4) years will revert to FHWA pursuant to paragraph 62S-2.075(7)(a), F.A.C. The Grantee will be entitled to reimbursement of eligible Pre-agreement Expenses for expenses incurred after the Department provides notice of Project approval and before the effective date of this Agreement.

6. The following hereby replaces paragraph 8.h, Attachment 1, Standard Terms and Conditions:
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature & the FHWA. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature & the FHWA reduces or eliminates appropriations. It is further understood that Grant Awards may be revised by the Department due to the availability of RTP Program Funds.
7. The following hereby adds to paragraph 8, Attachment 1, Standard Terms and Conditions:
- k. Project Costs. The Department will reimburse Project costs pursuant to paragraph 62S-3.075(3)(a), F.A.C., and as provided herein. The Grantee must incur all reimbursable Project costs between the Agreement Effective Date and the Project Completion Date. If the total cost of the Project exceeds the grant amount and the required match, the Grantee must pay the excess cost.
- l. Cost Limits. Pursuant to paragraph 62S-2.075(3)(b), F.A.C., project planning expenses, such as application preparation, surveys (boundary and topographic), title searches, project signs, architectural and engineering fees, permitting fees, project inspection fees, and other similar fees are eligible Project costs provided that such costs do not exceed fifteen percent (15%) of the total Project cost. These costs must be incurred between the Agreement Begin Date and the Project Completion Date.
- i. Applicants may seek reimbursement for costs related to the required approval under the National Environmental Policy Act ("NEPA"). These expenses are considered planning expenses, and are included in the 15% of total Project cost limit set forth in Rule 62S-2.075(3)(b), F.A.C. All eligible planning expenses related to NEPA approval must be incurred within 180 days of the Effective Date of the Agreement.
8. The following replaces paragraph 10, Attachment 1, Standard Terms and Conditions:

**Status Reports.**

- i. The Grantee must utilize Exhibit A, Project Status Report, DRP-109, available online and incorporated herein by reference, to describe the work performed during the reporting period, problems encountered, problem resolutions, schedule updates, and proposed work for the next reporting period. The Project Status Reports must be submitted to the Department's Grant Manager no later than January 5, May 5, and September 5. The Department's Grant Manager will have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.
- ii. Additionally, the Grantee must comply with the reporting and inventory requirements set forth in the Statewide Comprehensive Outdoor Recreation Plan (SCORP), available online: <https://floridadep.gov/parks/florida-scorp-outdoor-recreation-florida> and hereby incorporated by reference, by updating the Florida Outdoor Recreation Inventory (FORI) system (<https://floridadep.gov/parks/florida-outdoor-recreation-inventory>).

**9. Site Dedication.**

- i. The Grantee agrees to dedicate for ninety-nine (99) years the Project Site and all land within the Project boundaries, which is developed or acquired with RTP Program Funds, as an outdoor recreational area for the use and benefit of the general public in accordance with Rule 62S-2.076, F.A.C. Land under control other than by ownership of the Grantee (e.g., by lease) must be dedicated as an outdoor recreation area for the use and benefit of the general public for a minimum of twenty-five (25) years from the Project Completion Date as set forth in the Project Completion Certificate. The lease must not be revocable at will; must extend for twenty-five (25) years after Project Completion Date; and must include safeguards to ensure the use requirement enabling the Grantee to dedicate the land for the twenty-five (25) year period. Safeguards include such things as joint sponsorship of the Project or an agreement between the Parties that the lessor will assume compliance responsibility for the Project Site in the event of default by the lessee (Grantee) or termination or expiration of the lease. The dedication must be recorded in the county's public property records by the Grantee, or in the case of a nonprofit Grantee, by the land owner. Execution of this Agreement by the Department constitutes an

- acceptance of a Project Site dedication on behalf of the general public of the State of Florida. The Project Site(s) must be open at reasonable times and must be managed in a safe and attractive manner. The Grantee must obtain Department approval prior to any development of facilities on the Project Site. This Agreement is not transferable.
- ii. Should the Grantee's interest in the land change, either by sale, lease, or other written legal instrument, the Grantee is required to notify the Department in writing of the change no later than ten (10) days after the change occurs, and the Grantee is required to notify all subsequent parties with interest to the land of the terms and conditions as set forth in this Agreement.

#### **10. Management of Project Site.**

- i. Site Inspections. Grantees must ensure by site inspections that facilities on the Project Site are being operated and maintained for public outdoor recreational purposes for a period of twenty-five (25) years from the Project Completion Date set forth in the Project Completion Certificate. The Project Site must be open at reasonable times and managed in a safe and attractive manner.
- ii. Non-Compliance. The Department will terminate an Agreement and demand return of the program funds (including interest) if a Grantee fails to comply with the terms stated in the Agreement. If the Grantee fails to comply with the Agreement, the Department will declare the Grantee ineligible for further participation in RTP until such time as the Grantee comes into compliance.
- iii. Public Accessibility. All facilities must be accessible to the public on a non-exclusive basis without regard to age, gender, race, religion, residence, or ability level.
- iv. Entrance Fees. Grantees may charge user fees for the Project Site, as described in the Manual. Reasonable differences in entrance fees for RTP projects may be allowed on the basis of residence, but only if the Grantee can clearly show that the difference in entrance fees reflects, and is substantially related to, all economic factors related to park management, and is not simply related to the amount of tax dollars spent by the residents for the park; and that a definite burden on the Grantee in park maintenance costs clearly justifies a higher fee for nonresidents.

#### **11. Procurement Requirements for Grantee.**

The Grantee must secure all goods and services for accomplishment of this Project according to its adopted procurement procedures and applicable federal requirements identified in the FHWA Recreational Trails Guidance Manual.

#### **12. Project Completion Certification.**

Project completion means the Project is open and available for use by the public. To certify completion, the Grantee will submit to the Department the Project Completion Certification, OGT-14, available online and incorporated herein by reference. The Project must be designated complete prior to release of final reimbursement.

#### **13. Good Cause Extensions.**

The Department staff will only extend this Agreement for good cause such as financial hardship, public controversy, material shortage, unexpected weather conditions, or other major factors beyond Grantee's control.

#### **14. Signage.**

The Grantee must erect a permanent information sign on the Project site which credits funding or a portion thereof, to the Florida Department of Environmental Protection and the Recreational Trails Program. The sign must be made of appropriate materials, which will be durable for a minimum of twenty-five (25) years after the Project is complete. The sign must be installed on the Project site and approved by the Department before the final Project reimbursement request is processed.

#### **15. Termination and Ineligibility.**

In addition to the remedies provided elsewhere in this Agreement, if the Grantee materially fails to comply with the terms stated in this Agreement or with any provisions of Chapter 62S-2, F.A.C., the Department shall terminate this Agreement and demand return of the program funds (including interest) and any equipment purchased with grant funds that has not been properly disposed of in accordance with the federal property management requirements set forth in 2 CFR Part 200, Subpart D (§§ 200.310 through 200.316). Furthermore, the Department shall declare the Grantee ineligible for further participation in RTP until such time as compliance has been obtained pursuant to subsection 62S-2.076(4).

**16. Conversion.**

This Project Site acquired and/or developed with RTP assistance must be retained and used for public outdoor recreation. Should the Grantee, within the periods set forth in subsections 62S-2.076(1) and (2), F.A.C., convert all or part of the Project Site to other than public outdoor recreational uses, the Grantee must replace the area, facilities, resource, or Project Site at its own expense with an acceptable project of comparable, scope, and quality.

**17. Monitoring.**

The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Florida Department of Transportation (FDOT) and FHWA. The Grantee also grants the FDOT and FHWA the same monitoring rights it has agreed to provide the Department.

**18. Compliance with FDOT Disadvantaged Business Enterprise (DBE) Program.**

The Department and the Grantee adhere to FDOT's DBE program on all FHWA-assisted contracts in accordance with 49 CFR Part 26.21 and the FDOT DBE Program Plan. DBE participation on FHWA-assisted contracts in Florida must be achieved through race-neutral methods. 'Race neutral' means that the DEP can likely achieve the overall state DBE goal of 10.65% through ordinary procurement methods. Therefore, no specific DBE contract goal may be applied to this project. Nevertheless, the Department is committed to supporting the identification and use of DBEs and other small businesses and encourages all reasonable efforts to do so. Furthermore, the Transportation Planning Organization recommends the use of certified DBE's listed in the Florida Unified Certification Program (UCP) DBE Directory, who by reason of their certification are ready, willing, and able to provide and assist with the services identified in the scope of work. Assistance with locating DBEs and other special services are available at no cost through FDOT's Equal Opportunity Office DBE Supportive Services suppliers. More information is available by visiting <http://www.fdot.gov/equalopportunity/serviceproviders.shtm> or by calling 850-414-4750.

## **ATTACHMENT 8**

### **Contract Provisions for Department of Transportation (DOT) Funded Agreements**

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term “Recipient” shall mean “Grantee.”

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients, and to comply with the provisions of the award, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

#### **2 CFR PART 200 APPENDIX 2 REQUIREMENTS**

##### **1. Administrative, Contractual, and Legal Remedies**

The following provision is required if the Agreement is for more than \$150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

- A. Temporarily withhold payments pending correction of the deficiency by the Recipient.
- B. 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.
- C. Wholly or partly suspend or terminate this Contract.
- D. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

##### **2. Termination for Cause and Convenience**

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

##### **3. Equal Opportunity Clause**

The following provision applies if the agreement meets the definition of “federally assisted construction contract” as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

- i. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient 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 identity, or national origin. Such action shall include, but not be limited to the following:
  - a. 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 Recipient 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.
- ii. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. The Recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which

an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Recipient's legal duty to furnish information.

- iv. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. The Recipient 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.
- vi. The Recipient 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.
- vii. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient 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.
- viii. The Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

#### 4. Davis Bacon Act

If the Agreement is a prime construction contract in excess of \$2,000 awarded by the Recipient, and if required by the Federal Legislation, the Recipient must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must pay wages not less than once a week. The Recipient must comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Recipient or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

#### 5. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, the Recipient must comply 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 Recipient must be 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.

6. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the Non-Federal Entity or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Non-Federal Entity or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

7. Clean Air Act (42 U.S.C. 7401-7671q.), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and EPA Regulations

If the Agreement is in excess of \$100,000, the Recipient shall 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), and by the EPA (40 CFR Part 15). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

8. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 2 CF 1200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.”

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

The Recipient certifies 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. If applicable, the Recipient shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at: [https://apply07.grants.gov/apply/forms/sample/SFLLL\\_1\\_2\\_P-V1.2.pdf](https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf).

10. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

11. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems 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. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

**ADMINISTRATIVE**

12. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et sequence*.

13. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

14. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

- A. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- B. Procure a commercial sex act during the period of time that the award is in effect; or
- C. Use forced labor in the performance of the award or subawards under the award.

15. Whistleblower Protection

Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

- A. This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).
- B. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
- C. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.

16. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

17. Additional Lobbying Requirements

- A. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.
- B. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 *et seq.*), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.
- C. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

**COMPLIANCE WITH ASSURANCES**

18. Assurances

Recipients shall comply with any and all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

**FEDERAL REPORTING REQUIREMENTS**

Grant Recipients awarded a new Federal grant greater than or equal to \$30,000 awarded on or after October 1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is [www.USASpending.gov](http://www.USASpending.gov). The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

**DEPARTMENT OF TRANSPORTATION-SPECIFIC**

19. DOT Regulations

Recipients shall comply with the following regulations: 2 CFR 1200-1201, 23 CFR 200, 49 CFR 17, 49 CFR 20-21, 49 CFR 25-28.

20. Retention and Access Requirements for Records

Pursuant to 49 CFR §18.37(a)(3), for cost reimbursement subgrants of any tier, Recipients and subrecipients shall comply with the record retention and access requirements of 49 CFR §18.42.

21. Energy Efficiency Policies

Recipients must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

22. Drug-Free Workplace

The Department must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 49 CFR 32. Additionally, in accordance with these regulations, the recipients must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

23. Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act

As applicable, Recipient shall comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) to provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

24. Payments to Subcontractors

The Recipient must pay all subcontractors within 30 days of receipt of payment in accordance with 49 CFR 26.29. If retainage is withheld, the Department may make prompt and regular incremental acceptances of portions of the Agreement and pay retainage to Recipients based on these acceptances. Further, the Recipient must pay all retainage owed to the subcontractors for satisfactory completion of the accepted work within 30 days after your payment to the Recipient.

25. Additional Assurances

Consistent with 49 CFR 26.13(a) and (b), neither the Department nor the Recipient or any sub-recipient or subcontractor shall discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Recipient shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Recipient to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- A. \_Withholding monthly progress payments;
- B. Assessing sanctions;
- C. Liquidated damages; and/or
- D. Disqualifying the contractor from future bidding as non-responsible.

**FEDERAL HIGHWAY ADMINISTRATION-SPECIFIC**

26. Federal Highway Administration (FHWA) Contractors & Recipients General Terms and Conditions for Assistance Awards

Recipients shall comply with FHWA Contractors & Recipients General Terms and Conditions for Assistance Awards available at [https://www.fhwa.dot.gov/cfo/contractor\\_recip/gtandc\\_generaltermsconditions.cfm](https://www.fhwa.dot.gov/cfo/contractor_recip/gtandc_generaltermsconditions.cfm), and incorporated by reference.

27. Contract Provisions

If the Project meets the definition of a “Federal Aid Construction Project,” Form FHWA-1273 Required Contract Provisions, available at <https://www.fhwa.dot.gov/construction/cqit/form1273.cfm> and incorporated by reference, must be physically incorporated into each contract and subcontract.

**RECREATIONAL TRAILS PROGRAM-SPECIFIC**

28. Recreational Trails Program Guidance

Recipients shall comply with the applicable requirements of Recreational Trails Program Guidance available at [https://www.fhwa.dot.gov/environment/recreational\\_trails/guidance/index.cfm](https://www.fhwa.dot.gov/environment/recreational_trails/guidance/index.cfm), and incorporated by reference.

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## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

### ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

### II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are



applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## **2. Withholding**

The contracting agency 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 the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## **3. Payrolls and basic records**

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. Apprentices and trainees**

##### **a. Apprentices (programs of the USDOL).**

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### **b. Trainees (programs of the USDOL).**

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.



d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. 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.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) 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 (1.) 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 (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency 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 (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) 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 (1.) through (4.) of this section.



## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

## **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

## **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a 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 indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. 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 any Federal 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.

b. 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 Federal 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 Form to Report Lobbying," in accordance with its instructions.

2. 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 31 U.S.C. 1352. 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.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.





## Florida Department of Environmental Protection

### Recreational Trails Program Project Status Report

Required Signatures: **Adobe Signature**

Project Name: \_\_\_\_\_ Project Number: \_\_\_\_\_

Project Sponsor: \_\_\_\_\_

Identify primary and support recreation areas and facilities to be constructed. **(50% of total costs must be in primary facilities).**

#### **PROVIDE PHOTOS OF WORK IN PROGRESS**

#### **PRIMARY FACILITIES/ELEMENTS:**

Project Elements	Work Accomplished	% Completed

**SUPPORT FACILITIES/ELEMENTS:**

Project Elements	Work Accomplished	% Completed

**PROBLEMS ENCOUNTERED:**

**Period Covered** (Check Appropriate Period):

January through April:  
May through August:  
September through December:

Due May 5<sup>th</sup>  
Due September 5<sup>th</sup>  
Due January 5<sup>th</sup>

LIAISON: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**Florida Department of Environmental Protection**  
**DEP 55-223 PAYMENT REQUEST SUMMARY FORM**

Required Signatures: **Original Ink**

**Grantee:** \_\_\_\_\_  
**Mailing Address:** 3900 Commonwealth Boulevard

**Grantee's Grant Manager:** \_\_\_\_\_  
**Payment Request No.:** \_\_\_\_\_

**DEP Agreement No.:** \_\_\_\_\_  
**Date Of Request:** \_\_\_\_\_

**Performance Period:** \_\_\_\_\_

**Task/Deliverable Amount Requested:** \$ \_\_\_\_\_

**Task/Deliverable No.:** \_\_\_\_\_

GRANT EXPENDITURES SUMMARY SECTION  
 [Effective Date of Grant through End-of-Grant Period]

CATEGORY OF EXPENDITURE	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENTS	MATCHING FUNDS	TOTAL CUMULATIVE MATCHING FUNDS
Salaries	\$	\$	\$	\$
Fringe Benefits	\$	\$	\$	\$
Travel (if authorized)	\$ 164,960.00	\$	\$	\$
<b>Subcontracting:</b>				
Planning	\$	\$	\$	\$
Design	\$	\$	\$	\$
Construction	\$	\$	\$	\$
<b>Equipment Purchases</b>	\$	\$	\$	\$
<b>Supplies/Other Expenses</b>	\$	\$	\$	\$
<b>Land</b>	\$	\$	\$	\$
<b>Indirect</b>	\$	\$	\$	\$
<b>TOTAL AMOUNT</b>	\$	\$	\$	\$
<b>TOTAL TASK BUDGET AMOUNT</b>	\$		\$	
<b>Less Total Cumulative Payments of:</b>	\$		\$	
<b>TOTAL REMAINING IN TASK</b>	\$		\$	

**GRANTEE CERTIFICATION**

The undersigned certifies that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

_____	_____
Grantee's Grant Manager's Signature	Grantee's Fiscal Agent
_____	_____
Print Name	Print Name
_____	_____
Telephone Number	Telephone Number

## EXHIBIT F

### APPENDICES A and E

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- (1.) **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- (2.) **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3.) **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- (4.) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:
  - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
  - b. cancellation, termination or suspension of the contract, in whole or in part.
- (6.) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the

*Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (7.) **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).



## 49 CFR 26.13 - What assurances must recipients and contractors make?

- [eCFR](#)
- [Authorities \(U.S. Code\)](#)
- [What Cites Me](#)

[prev](#) | [next](#)

§ 26.13 What assurances must [recipients](#) and [contractors](#) make?

(a) Each financial assistance agreement you sign with a DOT [operating administration](#) (or a primary recipient) must include the following assurance: The [recipient](#) shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any [DOT-assisted contract](#) or in the administration of its DBE [program](#) or the requirements [49 CFR part 26](#). The [recipient](#) shall take all necessary and reasonable steps under [49 CFR part 26](#) to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The [recipient's](#) DBE [program](#), as required by [49 CFR part 26](#) and as approved by DOT, is incorporated by reference in this agreement. Implementation of this [program](#) is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the [recipient](#) of its failure to carry out its approved [program](#), the Department may impose sanctions as provided for under [49 CFR part 26](#) and may, in appropriate cases, refer the matter for enforcement under [18 U.S.C. 1001](#) and/or the [Program](#) Fraud Civil Remedies Act of 1986 ( [31 U.S.C. 3801](#) et seq.).

(b) Each [contract](#) you sign with a [contractor](#) (and each subcontract the prime [contractor](#) signs with a subcontractor) must include the following assurance: The [contractor](#), sub [recipient](#) or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this [contract](#). The [contractor](#) shall carry out applicable requirements of [49 CFR part 26](#) in the award and administration of DOT-assisted [contracts](#). Failure by the [contractor](#) to carry out these requirements is a material breach of this [contract](#), which may result in the termination of this [contract](#) or such other remedy as the [recipient](#) deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the [contractor](#) from future bidding as non-responsible.

[ [79 FR 59593](#), Oct. 2, 2014]

## Exhibit H

U.S. Department of Transportation

**Federal Highway Administration**

1200 New Jersey Avenue, SE

Washington, DC 20590

202-366-4000

## DOING BUSINESS WITH FHWA



### Contractors & Recipients General Terms and Conditions for Assistance Awards

Effective Date: March 6, 2015

(for awards effective after June 22, 2015)

#### DEFINITIONS

<b>AO</b>	Agreement Officer
<b>AS</b>	Agreement Specialist
<b>AOR</b>	Agreement Officer's Representative
<b>Agreement</b>	Grant Agreement or Cooperative Agreement
<b>CFR</b>	Code of Federal Regulation
<b>FAR</b>	Federal Acquisition Regulation
<b>FHWA</b>	The Federal Highway Administration
<b>OMB</b>	Office of Management and Budget

## 1. GOVERNING REGULATIONS

Performance under this Agreement will be governed by and in compliance with the following regulations:

2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

2 CFR Part 200 will be applicable to all non-federal entities as a default position, and that any determination not to apply 2 CFR Part 200 subparts A through E to for-profit entities, foreign public entities, or foreign organizations will be made in writing and identify the basis for that determination.

Cost Principles For-profit Organizations: 48 CFR 31 (Federal Acquisition Regulations) Subpart 31.2

## 2. SECTION 508 OF THE REHABILITATION ACT OF 1973

While the requirements of Section 508 of the Rehabilitation Act of 1973, as amended, do not apply to assistance agreements, the FHWA is subject to the Act's requirements that all documents posted on an FHWA or FHWA-hosted website comply with the accessibility standards of the Act. Accordingly, final deliverable reports prepared under this Agreement and submitted in electronic format must be submitted in a format whereby FHWA can easily meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended.

NOTE: Quarterly Progress Reports and financial reports are not considered final deliverables and therefore the following requirements do not apply.

### Accessibility Requirements: Section 508 of the Rehabilitation Act of 1973

All electronic documents prepared under this Agreement must meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. The act requires that all electronic products prepared for the Federal Government be accessible to persons with disabilities, including those with vision, hearing, cognitive, and mobility impairments. View Section 508 of the Rehabilitation Act (<http://www.access-board.gov/508/508standards.htm>) - PART 1194 and the Federal IT Accessibility Initiative Home Page (<http://section508.gov>) for detailed information.

The following paragraphs summarize the requirements for preparing FHWA reports in conformance with Section 508 for eventual posting by FHWA to an FHWA-sponsored website.

#### a. *Electronic documents with images*

Provide a text equivalent for every non-text element (including photographs, charts and equations) in all publications prepared in electronic format. Use descriptions such as "alt" and "longdesc" for all non-text images or place them in element content. For all documents prepared, vendors must prepare one standard HTML format as described in this statement of work AND one text format that includes descriptions for all non-text images. "Text equivalent" means text sufficient to reasonably describe the image. Images that are merely decorative require only a very brief "text equivalent" description. However, images that

convey information that is important to the content of the report require text sufficient to reasonably describe that image and its purpose within the context of the report.

b. *Electronic documents with complex charts or data tables*

When preparing tables that are heavily designed, prepare adequate alternate information so that assistive technologies can read them out. Identify row and column headers for data tables. Provide the information in a non-linear form. Markups will be used to associate data cells and header cells for data tables that have two or more logical levels of row and column headers.

c. *Electronic documents with forms*

When electronic forms are designed to be completed on-line, the form will allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.

Draft documents developed under this Agreement will be delivered as electronic files compatible with Microsoft Word 2000, or verified to be error free when read using Microsoft Word 2000 and Adobe PDF formats. Any other electronic format will receive prior approval from the AOR. With prior approval of the AOR, artwork or graphics not embedded in the electronic (MS Word) document may be submitted in camera ready format. Deliverables must follow the Turner Fairbanks Highway Research Center (TFHRC) **Communications Reference Guide** (<https://www.fhwa.dot.gov/publications/research/general/03074/index.cfm>) unless otherwise indicate in this scope of work.

The final deliverables under this Agreement must comply with Section 508 of the Rehabilitation Act and the Access Board Standards available online at: <http://www.section508.gov/>. Unless otherwise indicated, the Recipient represents by signature on this Agreement that all deliverables will comply with the Access Board Standards. Final documents will be delivered in Microsoft Word 2000, PDF, and HTML formats. These documents will be prepared in electronic GPO-required format and will meet the Section 508 requirements to allow them to be posted and viewed on the Internet. Files should be organized so that they are readable without requiring an associated style sheet. The html versions will include a text equivalent description (e.g., via "alt", "longdesc", or in element content) for every non-text (e.g., graph, table, photo, diagram, etc.) element in the document. The best location for information on regulations for 36 CFR 1194, which implements Section 508 of the Rehabilitation Act of 1973, as amended, is at <http://www.access-board.gov/sec508/guide/index.htm>.

If the information center website existed before the effective date of this Agreement, information presented prior to the date of execution of this Agreement does not need to be modified to comply with Federal accessibility requirements. However, if a web page is modified or updated during this Agreement's period of performance, the modified or updated page must be presented in accessible format.

### 3. RESPONSIBILITIES OF THE RECIPIENT

The Recipient will provide overall program management. Specifically, the Recipient will be responsible for the following, as a minimum:

- Meeting with the AOR as necessary.
- Participating in a kick-off meeting with the AO and/or the AOR to discuss agreement expectations and procedures.
- Participating in meetings via teleconference or web conference with the AOR.
- Performing the Statement of Work as described in Section I, Funding Opportunity Description.
- Coordinating and managing work, including issuing and managing subcontracts/sub awards and consulting arrangements, as necessary.
- Submitting all required reports including Quarterly Progress Reports. (See Part B of this Section, entitled Reporting.)
- During the period of performance, the FHWA and the Recipient will meet periodically, at a minimum annually, to discuss project activities. The location of the meeting will be established by the AOR. Note: for application process, assume the meeting will be in Washington, DC and will last 1 full day.

## 4. NON-DOMESTIC TRAVEL

All non-domestic travel must be approved in writing by the AO prior to incurring costs. Travel requirements under this Agreement will be met using the most economical form of transportation available. If economy class transportation is not available, the request for payment vouchers must be submitted with justification for use of higher class travel indicating dates, times, and flight numbers.

## 5. AMENDMENTS

This Agreement and any amendments executed by the AO constitute the entire agreement between the parties. Discussions and understandings concerning such scope and subject matter are superseded by this Agreement and any executed amendments. All changes to the terms and conditions of this Agreement will be in writing, issued as an Amendment and signed by the AO pursuant to 2 CRF 200.308.

- Unilateral.* A unilateral amendment is signed only by the AO. Unilateral amendments are used, for example, to make administrative changes; i.e. funding, accounting data changes, change in Government personnel.
- Bilateral.* A bilateral amendment is a change that is signed by the Recipient and the AO. Bilateral amendments are used to reflect other agreements of the parties amending the terms of the Agreement.

## 6. AGREEMENT OFFICER'S REPRESENTATIVE (AOR)

The AO may designate an AOR to assist in monitoring the work under this Agreement. The AOR will oversee the technical administration of this Agreement and act as technical liaison with the performing organization. The AOR is not authorized to change the scope of work or specifications as stated in the Agreement, to make any commitments or otherwise obligate the FHWA or authorize any changes which affect the Agreement funding, delivery schedule, period of performance or other terms or conditions.



**The AO is the only individual who can legally commit or obligate the FHWA for the expenditure of public funds. The technical administration of this Agreement will not be construed to authorize the revision of the terms and conditions of performance. The AO will authorize any such revision in writing.**

## **7. PAYMENT**

The Recipient may request advances or reimbursement of costs incurred in the performance hereof as are allowable under the applicable cost provisions not-to exceed the funds currently available as stated herein. Requests should be made no more frequently than monthly and must include the certification as required by 2 CFR 200.415.

### **Payments by Reimbursement**

Requests for payments by reimbursement will be submitted to the payment office via DELPHI eInvoicing System. When requesting reimbursement of costs incurred and credit for cost share incurred, the Recipient will submit supporting cost detail electronically with the SF 270, Request for Advance or Reimbursement or, if construction, the SF 271, Outlay Report and Request for Reimbursement for Construction to clearly document all costs incurred. Cost detail includes a detailed breakout of all costs incurred including direct labor, indirect costs, other direct costs, travel, etc. Identify the Federal share and the Recipient's cost share portions as applicable. The cost detail should show all the project costs for the period covered by the reimbursement request, and also show all the cumulative-to-date costs.

The AO or Agreement Specialist reserve the right to withhold processing requests for reimbursement until sufficient detail is received. In addition, reimbursement will not be made without AOR review and approval to ensure that progress on the Agreement is sufficient to substantiate payment. After AOR approval, the AO will certify and forward the request for reimbursement to the payment office via DELPHI eInvoicing System.

### **Advance Payments**

Recipients may be paid in advance, provided they maintain or demonstrate the willingness to maintain the following in accordance with 2 CFR 200.305 as applicable: (1) written procedures that minimize the time elapsing between the transfer of funds and disbursement by the Recipient, and (2) financial management systems that meet the standards for fund control and accountability. When these items are not met, reimbursement will be the method for payment.

### **DELPHI eInvoicing System Registration and Information**

The Recipient must have Internet access to register and use the DELPHI eInvoicing System. Prompt registration for DELPHI eInvoicing System is important in order to reduce the possibility of delayed payments.

All persons accessing the DELPHI eInvoicing System will be required to have their own unique user ID and password. It is not possible to have a generic ID and password for a Recipient.

To register for DELPHI eInvoicing System, Recipients must eAuthenticate and activate an account by contacting their AO and providing the full name, title, phone number and e-mail address for the appropriate point(s) of contact (POC) who will submit payment requests. Within two weeks the POC should receive an invite to sign up for the system. The POC will also receive a form to verify their identity. The POC must complete the form, and present it to a Notary Public for verification. The POC will return the notarized form to:

DOT Enterprise Service Center  
 FAA Accounts Payable, AMZ-100  
 PO Box 25710  
 Oklahoma City, OK 73125

When the form is received and validated, the Recipient POC will receive a unique user ID and password via e-mail. POCs should contact their AO with any changes to their system information.

Applicants registered with other DOT Agencies, such as Federal Aviation Administration or Federal Railroad Administration, must also apply for access with FHWA in order to request payment from FHWA.

To facilitate your use of the DELPHI eInvoicing system, comprehensive user's information is available at <http://www.dot.gov/policy-initiatives/delphi-einvoicing-system-training-materials>.

## Account Management

The Applicant should contact their AO when POCs have left their organization or are no longer will be submitting invoices, with the full name, title, phone number, e-mail address, and user ID of the POC. The user ID will then be removed. If a user ID becomes inactive/times out due no activity, the Recipient should contact their AO with the full name, title, phone number, e-mail address, and user ID of the POC to be reactivated. To prevent being timed out due to no-activity, users should login once within 45 days of their last login.

## Waivers

The Department of Transportation Financial Management officials may, on a case by case basis, waive the requirement to register and use the DELPHI eInvoicing System. Waiver request forms can be obtained on the DELPHI eInvoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>) or by contacting the AO. Applicants must explain why they are unable to use or access the Internet to register and enter payment requests.

All waiver requests should be sent to via mail to:

Director of the Office of Financial Management  
 US Department of Transportation, B-30  
 Office of Financial Management, Room W93-431  
 1200 New Jersey Avenue SE  
 Washington DC 20590-0001

or electronically to: [DOTElectronicInvoicing@dot.gov](mailto:DOTElectronicInvoicing@dot.gov)

The Director of the DOT Office of Financial Management will confirm or deny the request within approximately 30 days.

If a Recipient is granted a Waiver, Requests for advance or reimbursement and required supporting documents, should be sent via regular U.S. Postal Service to the following address:

Federal Highway Administration  
Markview Processing  
P.O. Box 268865  
Oklahoma City, OK 73126-8865  
Attention: Ryan Wisniewski

Requests for advance or reimbursement submitted via an overnight service must use the following physical address:

MMAC  
FHWA/AMZ-150  
6500 MacArthur Blvd.  
Oklahoma City, OK 73169  
Attention: Ryan Wisniewski

Express Delivery Point of Contact: Ryan Wisniewski, 405-954-8252

## 8. FUNDS NOTIFICATION

The Recipient shall notify the AO in writing whenever it has reason to believe that the costs it expects to incur under this Agreement in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the total amount so far allotted to the Agreement by the Government. The notice shall state the estimated amount of additional funds required to complete the work under the Agreement.

## 9. ACKNOWLEDGEMENT OF SUPPORT AND DISCLAIMER

An acknowledgment of FHWA support and a disclaimer must appear in any publication of any material, whether copyrighted or not, based on or developed under the Agreement, in the following terms:

"This material is based upon work supported by the Federal Highway Administration under Agreement No. - **(fill in award number)**."

All materials must also contain the following:

"Any opinions, findings, and conclusions or recommendations expressed in this publication are those of the Author(s) and do not necessarily reflect the view of the Federal Highway Administration."

## 10. SITE VISITS

The FHWA, through its authorized representatives, has the right, at all reasonable times, to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. During a site visit, the Recipient and/or sub-recipient/subcontractor will provide all reasonable facilities and assistance for the safety and convenience of the FHWA representative. All site visits and evaluations will be performed in such a manner as to not unduly delay work.

## **11. BUDGET REVISION/REALLOCATION OF AMOUNTS (FOR AWARDS OVER THE SIMPLIFIED ACQUISITION THRESHOLD)**

The Recipient is required to report deviations from budget and program plans, and request prior approval for budget and program plan revisions in accordance with 2 CFR 200.308 The Recipient must obtain prior written approval from the AO to transfer amounts budgeted for direct cost categories when the cumulative value of such transfers will exceed 10% of the value of Federal share of this Agreement.

## **12. SYSTEM FOR AWARD MANAGEMENT (SAM)**

The Recipient must be registered in the SAM in order to receive payments under this Agreement. Use of the SAM is to provide one location for Applicants and Recipients to change information about their organization and enter information on where government payments should be made. Information for registering in the SAM and online documents can be found at [www.sam.gov](http://www.sam.gov).

## **13. PRINTING**

The Joint Committee on Printing Regulations Number 26, Section 36 states that Recipients shall not become prime or substantial sources of printing for the use of departments and agencies.

In the performance of this agreement, the Recipient may duplicate less than 5,000 units of only one page or less than 25,000 units in the aggregate of multiple pages. Duplication of quantities in excess of the amounts stated requires prior written approval of the AO. The Recipient must submit such requests in writing or by email to the AO, to include specifics on the deliverable, requested printing quantity, and estimated costs for printing.

## **14. DRUG FREE WORKPLACE**

The Recipient will comply with Subpart B of 49 CFR Part 32, Government wide Requirements for a Drug-Free Workplace (Financial Assistance). See 49 CFR Part 32 for details of the requirement.

## **15. DEBARMENT AND SUSPENSION REQUIREMENTS**

The non-Federal entity must comply with the provisions in 2 CFR Part 180 OMB Guidelines to Agencies on Government Debarment and Suspension (Non-procurement) and 2 CFR Part 1200 DOT Non-procurement Suspension and Debarment. These provisions restrict Federal awards, subaward and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal programs or activities.

## 16. TERMINATION AND SUSPENSION

This Agreement may be terminated or suspended in whole or in part, at any time prior to its expiration date in accordance with 2 CFR 200.339.

The Recipient may appeal or object to a termination or suspension for non-compliance by submitting an appeal in writing to the next level above the AO within 30 days after receipt of the written notification of termination or suspension of this agreement. The Recipient will document the dispute by notifying the Agency in writing of the relevant facts, identify the grounds for objecting or appealing the termination or suspension and specify the remedy sought. The Agency will follow the procedures in the Disputes section when responding to this appeal.

## 17. FINANCIAL ASSISTANCE POLICY TO BAN TEXT MESSAGING WHILE DRIVING

### a. Definitions. As used in this clause-

"Driving" - Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

"Text messaging" - means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

### b. This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving, dated October 1, 2009.

### c. The Applicant should-

- i. Adopt and enforce policies that ban text messaging while driving- (i) Company-owned or -rented vehicles or Government-owned vehicles; or (ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.
- ii. Conduct initiatives in a manner commensurate with the size of the business, such as- (i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and (ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.



- d. Sub-agreements/sub-contracts. The Applicant shall insert the substance of this clause, including this paragraph (d), in all sub-agreement/subcontracts that exceed the micro-purchase threshold.

## 18. REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUB-AWARDS (2 CFR Part 170, Appendix A)

### I. Reporting Sub-awards and Executive Compensation.

#### a. *Reporting of first-tier sub-awards.*

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal fund that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a sub-award to an entity (see definitions in paragraph e. of this award term).
2. *Where and when to report.*
  - i. i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
  - ii. ii. For sub-award information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

#### b. *Reporting Total Compensation of Applicant Executives.*

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if-
  - i. the total Federal funding authorized to date under this award is \$25,000 or more;
  - ii. in the preceding fiscal year, you received-
    - A. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub-awards); and
    - B. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub-awards); and
  - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has

access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>)

2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:
  - i. As part of your registration profile at <http://www.sam.gov>.
  - ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. *Reporting of Total Compensation of Sub-applicant Executives.*

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier sub-applicant under this award, you will report the names and total compensation of each of the sub-applicant's five most highly compensated executives for the sub-applicant's preceding completed fiscal year, if-
  - i. in the sub-applicant's preceding fiscal year, the sub-applicant received-
    - A. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub-awards); and
    - B. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and sub-awards); and
  - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm> )

2. *Where and when to report.* You must report sub-applicant executive total compensation described in paragraph c.1. of this award term:
  - i. To the Applicant.
  - ii. By the end of the month following the month during which you make the sub-award. For example, if a sub-award is obligated on any date during the month of October of a given year ( i.e., between October 1 and 31), you must report any required compensation information of the sub-applicant by November 30 of that year.

- d. *Exemptions* If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
  - i. Sub-awards, and
  - ii. The total compensation of the five most highly compensated executives of any sub-applicant.

e. *Definitions.* For purposes of this award term:

1. *Entity* means all of the following, as defined in 2 CFR Part 25:
  - i. A Governmental organization, which is a State, local Government, or Indian tribe;
  - ii. A foreign public entity;
  - iii. A domestic or foreign nonprofit organization;
  - iv. A domestic or foreign for-profit organization;
  - v. A Federal agency, but only as a sub-applicant under an award or sub-award to a non-Federal entity.
2. *Executive* means officers, managing partners, or any other employees in management positions.
3. *Sub-award*:
  - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you receive this award and that you as the Applicant award to an eligible sub-applicant
  - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec \_\_\_\_ .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
  - iii. A sub-award may be provided through any legal agreement, including an agreement that you or a sub-applicant considers a contract.
4. *Sub-applicant* means an entity that:
  - i. Receives a sub-award from you (the Applicant) under this award; and
  - ii. Is accountable to you for the use of the Federal funds provided by the sub-award.
5. *Total compensation* means the cash and noncash dollar value earned by the executive during the Applicant's or sub-applicant's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
  - i. *Salary and bonus.*
  - ii. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
  - v. *Above-market earnings on deferred compensation which is not tax-qualified.*
  - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on

behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

## 19. OMB PAPERWORK REDUCTION ACT

The Paperwork Reduction Act of 1995 (PRA): Any activities involving information collection (i.e. paper or web-based surveys, questionnaires, etc.) from 10 or more non-Federal entities, OMB Information Collection Clearance, a process that generally takes eight months. The Recipient will coordinate with the AOR on this process.

## 20. CONFLICT OF INTEREST

If at any time during performance, the Recipient identifies an actual or potential personal or organizational conflict of interest relating to performance of this Agreement, the Recipient must immediately notify the AO in writing. Actual or potential conflicts of interest may include but are not limited to any past, present or planned contractual, financial, or other relationships, obligations commitments or responsibilities, which may bias the Recipient or affect the Recipient's ability to perform the agreement in an impartial and objective manner.

The AO will review the statement and may require additional relevant information from the Recipient. All such information, and any other relevant information known to DOT, will be used to determine whether agreement performance by the Recipient creates an actual or potential conflict of interest. If any such conflict of interest is found to exist, the AO may (a) terminate the Agreement pursuant to the termination term of the Agreement, or (b) determine that it is otherwise in the best interest of the United States to continue the agreement and include appropriate provisions to mitigate or avoid such conflict in the Agreement pursuant to 2 CFR 200.112.

## 21. ANNUAL PROPERTY REPORT

The Recipient must submit an electronic copy and one hard copy of the SF-428 Tangible Personal Property Report to the AOR and one electronic copy and one hard copy to the Agreement Specialist 60 days prior to the anniversary date of this Agreement.

If no property was furnished or acquired during the Agreement up to the end date of the reporting period, indicate that information in block 8 of the SF-428. If property was furnished or acquired during the Agreement up to the end date of the reporting period, list the property on the SF-428-A and SF-428S forms. Use additional sheets as necessary. Use separate sets of sheets to show Federally-owned property and Recipient-owned property.

## 22. RESTRICTIONS ON INTERNAL CONFIDENTIALITY AGREEMENTS

The Recipient shall not require employees or subrecipients to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subrecipients from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

Page last modified on January 12, 2016





# Peck Sink Trail and Overlook Project

[Following](#)

Last updated by [Addendum #2](#) on Jul 27, 2022 10:13 AM

📄 Invitation to BID 🏢 Purchasing and Contracts 📞 15540, 91226, 91252

Project ID: 22-CG0087/DK

Release Date: Wednesday, July 6, 2022 · Due Date: Wednesday, August 24, 2022 3:00pm

📅 Posted 📅 Wednesday, July 6, 2022 8:00am

All dates & times in Eastern Time


[Project Documents](#)
[Downloads](#)
[Addenda & Notices](#)
[Question & Answer](#)
[Followers](#)
[Results](#)

## Selected Vendor

Vendor awarded by the evaluation process

No vendor has been selected yet

## Pricing Results

### PART A: TRAIL AND OVERLOOK CONSTRUCTION

				DB Civil Construction, LLC		Columns
Line Item	Description	Quantity	Unit of M...	Unit Cost	Total	
1	Earthwork	1	LS	\$140,000.00	\$140,000.00	
3	Platform	1	LS	\$125,000.00	\$125,000.00	
4	Sidewalk	1	LS	\$9,500.00	\$9,500.00	
5	Site Paving Miscellaneous	1	LS	\$25,000.00	\$25,000.00	
6	Trail	1	LS	\$105,000.00	\$105,000.00	
7	Water	1	LS	\$12,000.00	\$12,000.00	
8	Water Alternate Options	1	LS	\$1,000.00	\$1,000.00	
9	Well	1	LS	\$15,800.00	\$15,800.00	
Total				\$442,300.00		

### PART B: MATERIAL ALTERNATIVES

				DB Civil Construction, LLC		Columns
Line Item	Description	Quantity	Unit of M...	Unit Cost	Total	
1	Trail , crushed concrete, compacted, crushed 1-1/2" stone base, to 4" deep	1	LS	\$85,000.00	\$85,000.00	
2	Crushed Shell base, to 4" deep, compacted	1	LS	\$0.00	\$0.00	
Total				\$85,000.00		

				DB Civil Construction, LLC	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Earthwork	1	LS	\$140,000.00	\$140,000.00
2	Fencing	1	LS	\$9,000.00	\$9,000.00
3	Platform	1	LS	\$125,000.00	\$125,000.00
4	Sidewalk	1	LS	\$9,500.00	\$9,500.00
5	Site Paving Miscellaneous	1	LS	\$25,000.00	\$25,000.00
6	Trail	1	LS	\$105,000.00	\$105,000.00
7	Water	1	LS	\$12,000.00	\$12,000.00
8	Water Alternate Options	1	LS	\$1,000.00	\$1,000.00
9	Well	1	LS	\$15,800.00	\$15,800.00
	<b>Total</b>				<b>\$442,300.00</b>

				DB Civil Construction, LLC	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
	Trail , crushed concrete, compacted, crushed 1-1/2" stone				
1	base, to 4" deep	1	LS	\$85,000.00	\$85,000.00
2	Crushed Shell base, to 4" deep, compacted	1	LS	\$0.00	\$0.00
	<b>Total</b>				<b>\$85,000.00</b>

**\$178,800.00**



## DEPARTMENT OF PARKS AND RECREATION

16161 FLIGHT PATH DRIVE ♦ BROOKSVILLE, FLORIDA 34604 ♦ W [www.HernandoCounty.us](http://www.HernandoCounty.us)  
PARKS P 352.754.4027 ♦ F 352.754.4427 ♦ RECREATION P 352.754.4031 ♦ F 352.754.4415

February 10, 2023

Mrs. Lauren E. Cruz  
Florida Department of Environmental Protection  
Land and Recreation Grants  
CAC, Recreational Trails Program  
3900 Commonwealth Boulevard  
Tallahassee, FL 32399-3000

Re: Hernando County, Award T1914 (Peck Sink Trail and Overlook)

Dear Ms. Cruz,

Hernando County respectfully requests to terminate the grant agreement referenced above with the Florida Department of Environmental Protection (Department). Due to increased construction costs, the County has faced difficulties in securing a construction bid that does not exceed the allocated funds for this project.

The County appreciates the assistance provided by the Department and looks forward to future opportunities.

Sincerely,

A handwritten signature in dark ink, appearing to read "Chris Linsbeck", is written over a faint, circular official stamp.

Christopher Linsbeck  
Hernando County Community Services Director

Cc: Carla Burrmann, Hernando County  
Leslie Stout, Hernando County



# FLORIDA DEPARTMENT OF Environmental Protection

Marjory Stoneman Douglas Building  
3900 Commonwealth Boulevard  
Tallahassee, FL 32399

**Ron DeSantis**  
Governor

**Jeanette Nuñez**  
Lt. Governor

**Shawn Hamilton**  
Interim Secretary

February 17, 2023

Carla S. Burrmann, M.S., C.W.E.  
Manager, Aquatic Services and Waterways  
Environmentally Sensitive Lands  
Hernando County  
16161 Flight Path Drive  
Brooksville, FL 34604

RE: T19014 Project Termination

Dear Ms. Burrmann,

This letter is to advise you that, as per your request on February 10, 2023, to withdraw, we will be terminating Hernando County's RTP grant for the Peck Sink Trail and Overlook due to increased construction costs.

The cancellation of your project will in no way prejudice any future application should you decide to reapply for RTP funding. We appreciate your interest in the Recreational Trails Program and hope that you will reapply for a trail grant with our office in the future.

If you have any questions or concerns, please contact me at the information below.

Kind regards,

A handwritten signature in blue ink that reads "Lauren E. Cruz".

Lauren Cruz  
Recreational Trails Program Coordinator  
Florida Department of Environmental Protection  
3800 Commonwealth Blvd., MS 585  
Tallahassee, Florida 32399-3000  
Office: 850.245.2681  
[Lauren.Cruz@FloridaDEP.gov](mailto:Lauren.Cruz@FloridaDEP.gov)

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY AMENDING THE BUDGET TO REFLECT DECREASED FUNDS OR REVENUES ANTICIPATED IN THE 2023 BUDGET, PURSUANT TO §129.06 OF THE FLORIDA STATUTES, AND MAKING THE CORRESPONDING BUDGET AMENDMENTS SO THAT REVENUES AND EXPENDITURES ARE EQUAL.

WHEREAS, Hernando County did not receive the funds anticipated when the budget for the 2023 Fiscal Year was adopted; and,

WHEREAS, pursuant to §129.06 of the Florida Statutes, the budget for Fiscal Year 2023 must be amended to account for the reduced revenues; and,

WHEREAS, these reduced revenues must be a reduction to the budget in the proper fund; and,

WHEREAS, the total 2023 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

<u>Account Number</u>	<u>Account Name</u>	<u>Present Budget</u>	<u>Increase/ Decrease</u>	<u>Amended Budget</u>
0011-37101-3317101	FED GRT-20.219 FDEP T1914	164,960.00	-164,960.00	\$0.00
0011-37101-3813342	TRNSFR-IMP FEE PARK DIS #2	41,240.00	-41,240.00	0.00
				0.00
				0.00
<b>TOTAL</b>		<b>\$206,200.00</b>	<b>-\$206,200.00</b>	<b>\$0.00</b>

#### EXPENSES

<u>Account Number</u>	<u>Account Name</u>	<u>Present Budget</u>	<u>Increase/ Decrease</u>	<u>Amended Budget</u>
0011-37101-5606388	IMPROV-PECK SINK	206,200.00	-206,200.00	\$0.00
3342-04542-5910011	TRNSFR-GENERAL FUND (0011)	41,240.00	-41,240.00	0.00
3342-04542-5909967	BUDGET RES-CAP IMP PROJ	431,043.00	41,240.00	472,283.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
<b>TOTAL</b>		<b>\$678,483.00</b>	<b>-\$206,200.00</b>	<b>\$472,283.00</b>

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

BOARD OF COUNTY COMMISSIONERS  
HERNANDO COUNTY, FLORIDA

Attest: \_\_\_\_\_  
**DOUGLAS A. CHORVAT, JR.**  
Clerk of Circuit Court & Comptroller

By: \_\_\_\_\_  
**JOHN ALLOCCO**  
Chairman

\*\* Reference: Legistar # / Mtg Date. 12113 / 5/9/2023

Office of Management and Budget use only:

Fund Number: 0011/3342    Department No. 37101/04542    Approved by: HG    Date: 4/14/2023    BR2023-028

Revised: 9/20/2022





## Board of County Commissioners

### AGENDA ITEM

Meeting: 05/09/2023  
Department: Budget  
Prepared By: Jodi Florio  
Initiator: Toni Brady  
DOC ID: 12225  
Legal Request Number:  
Bid/Contract Number:

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#### TITLE

Budget Resolution Transferring Funds to Cover Additional Billing for Medical Insurance  
Self-Ins Fund FY 2022-23

#### BRIEF OVERVIEW

Attached is a budget resolution to increase reserves in the Medical Insurance Self-Ins fund to the required two months of estimated claims. During FY22 and continuing into FY23 claims have been higher than anticipated, the total mid-year increase is \$1,805,288.00.

#### FINANCIAL IMPACT

Increase/decrease to various departments and accounts to support the additional billing.

#### LEGAL NOTE

The Board is authorized to act on this matter pursuant to Chapter 129.06, Florida Statutes.

#### RECOMMENDATION

It is recommended the Board approve and authorize the Chairman's signature on the attached budget resolution.

#### REVIEW PROCESS

Jodi Florio	Approved	05/01/2023 12:29 PM
Toni Brady	Approved	05/01/2023 12:56 PM
Pamela Hare	Approved	05/01/2023 1:40 PM
Jon Jouben	Approved	05/03/2023 9:53 AM
Heidi Kurppe	Approved	05/03/2023 1:11 PM
Scott Herring	Approved	05/03/2023 1:48 PM
Jeffrey Rogers	Approved	05/03/2023 4:35 PM
Colleen Conko	Approved	05/03/2023 4:35 PM

RESOLUTION NO.: 2023-\_\_\_\_\_

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY AMENDING THE BUDGET TO REFLECT INCREASED FUNDS OR REVENUES NOT ANTICIPATED IN THE 2023 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 2023 Fiscal Year was adopted; and,

WHEREAS, pursuant to §129.06 of the Florida Statutes, the budget for Fiscal Year 2023 must be amended to account for these unanticipated increased revenues; and,

WHEREAS, the total 2023 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**

<u>Account Number</u>	<u>Account Name</u>	<u>Present Budget</u>	<u>Increase/ Decrease</u>	<u>Amended Budget</u>
3819500	INT SVC-INSURANCE CHARG	1,320,000.00	1,805,288.00	\$3,125,288.00

\$1,320,000.00	\$1,805,288.00	\$3,125,288.00
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**EXPENSES**

<u>Account Number</u>	<u>Account Name</u>	<u>Present Budget</u>	<u>Increase/ Decrease</u>	<u>Amended Budget</u>
SEE ATTACHED	SEE ATTACHED	69,689,319.00	1,805,288.00	\$71,494,607.00

\$69,689,319.00	\$1,805,288.00	\$71,494,607.00
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ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

BOARD OF COUNTY COMMISSIONERS  
HERNANDO COUNTY, FLORIDA

Attest: \_\_\_\_\_  
DOUGLAS A. CHORVAT, JR.  
Clerk of Circuit Court & Comptroller

By: \_\_\_\_\_  
JOHN ALLOCCO  
Chairman

\*\* Reference: Legistar # / Mtg Date. \_\_\_\_\_ LS12225 / 05-09-2023

Office of Management and Budget use only:

Fund Number: Multiple Department No. Various Approved by: TDB Date: 04/30/2023 BR2023-032

Revised 4/9/21

## Mid-Year Adjustment - Medical Self Insurance Fund Claims

### Revenue Budget Ledger Entries

Fund Level	Budget Unit	Account Code	Account Title	Fiscal Year	Current Budget	Increase / (Decrease)	Amended Budget
5121	5121	3819500	INT SVC-INSURANCE CHARGE	23	1,320,000	1,805,288	3,125,288
				<b>TOTAL</b>	<b>1,320,000</b>	<b>1,805,288</b>	<b>3,125,288</b>

### Expenditure Budget Ledger Entries

Fund Level	Budget Unit	Account Code	Account Title	Fiscal Year	Current Budget	Increase / (Decrease)	Amended Budget
0011	01051	5951210	TRNSF-HLTH SELF INS (5121)	23	7,500	8,373	15,873
0011	01101	5951210	TRNSF-HLTH SELF INS (5121)	23	7,950	10,550	18,500
0011	01102	5951210	TRNSF-HLTH SELF INS (5121)	23	3,000	3,349	6,349
0011	01151	5951210	TRNSF-HLTH SELF INS (5121)	23	9,225	321,401	330,626
0011	01151	5951210	TRNSF-HLTH SELF INS (5121)	23	330,626	10,299	340,925
0011	01201	5951210	TRNSF-HLTH SELF INS (5121)	23	12,000	13,397	25,397
0011	01231	5951210	TRNSF-HLTH SELF INS (5121)	23	1,500	1,675	3,175
0011	01251	5951210	TRNSF-HLTH SELF INS (5121)	23	3,975	4,438	8,413
0011	01401	5951210	TRNSF-HLTH SELF INS (5121)	23	8,775	9,797	18,572
0011	01421	5951210	TRNSF-HLTH SELF INS (5121)	23	21,150	23,613	44,763
0011	01461	5951210	TRNSF-HLTH SELF INS (5121)	23	2,700	1,340	4,040
0011	01531	5951210	TRNSF-HLTH SELF INS (5121)	23	15,938	17,793	33,731
0011	01701	5951210	TRNSF-HLTH SELF INS (5121)	23	55,500	61,963	117,463
0011	01751	5951210	TRNSF-HLTH SELF INS (5121)	23	11,888	13,272	25,160
0011	01771	5951210	TRNSF-HLTH SELF INS (5121)	23	3,000	3,349	6,349
0011	01801	5951210	TRNSF-HLTH SELF INS (5121)	23	4,515	5,041	9,556
0011	02401	5951210	TRNSF-HLTH SELF INS (5121)	23	6,526	7,285	13,811
0011	03711	5951210	TRNSF-HLTH SELF INS (5121)	23	6,000	6,699	12,699
0011	03913	5951210	TRNSF-HLTH SELF INS (5121)	23	12,938	14,444	27,382
0011	04441	5951210	TRNSF-HLTH SELF INS (5121)	23	53,475	63,185	116,660
0011	04601	5951210	TRNSF-HLTH SELF INS (5121)	23	45,360	55,666	101,026
0011	34001	5951210	TRNSF-HLTH SELF INS (5121)	23	4,223	4,714	8,937
0011	34015	5951210	TRNSF-HLTH SELF INS (5121)	23	765	854	1,619
1011	01352	5951210	TRNSF-HLTH SELF INS (5121)	23	25,500	28,469	53,969
1011	01462	5951210	TRNSF-HLTH SELF INS (5121)	23	6,300	7,034	13,334
1011	03051	5951210	TRNSF-HLTH SELF INS (5121)	23	97,125	108,435	205,560
1011	03071	5951210	TRNSF-HLTH SELF INS (5121)	23	13,800	15,407	29,207
1011	03081	5951210	TRNSF-HLTH SELF INS (5121)	23	21,375	23,864	45,239
1031	34050	5951210	TRNSF-HLTH SELF INS (5121)	23	7,005	7,821	14,826
1031	34051	5951210	TRNSF-HLTH SELF INS (5121)	23	45	50	95
1031	34054	5951210	TRNSF-HLTH SELF INS (5121)	23	45	50	95

1031	34056	5951210	TRNSF-HLTH SELF INS (5121)	23	210	234	444
1031	34059	5951210	TRNSF-HLTH SELF INS (5121)	23	195	218	413
1171	03302	5951210	TRNSF-HLTH SELF INS (5121)	23	10,530	11,756	22,286
1242	02351	5951210	TRNSF-HLTH SELF INS (5121)	23	4,500	5,024	9,524
1242	38208	5951210	TRNSF-HLTH SELF INS (5121)	23	1,500	1,675	3,175
1248	02348	5951210	TRNSF-HLTH SELF INS (5121)	23	1,500	1,675	3,175
1261	02811	5951210	TRNSF-HLTH SELF INS (5121)	23	6,300	7,034	13,334
1482	02375	5951210	TRNSF-HLTH SELF INS (5121)	23	4,500	5,024	9,524
1661	02261	5951210	TRNSF-HLTH SELF INS (5121)	23	286,890	320,296	607,186
1691	02491	5951210	TRNSF-HLTH SELF INS (5121)	23	150,855	168,421	319,276
4111	07091	5951210	TRNSF-HLTH SELF INS (5121)	23	4,425	4,940	9,365
4111	07093	5951210	TRNSF-HLTH SELF INS (5121)	23	9,000	10,048	19,048
4111	07096	5951210	TRNSF-HLTH SELF INS (5121)	23	19,500	21,771	41,271
4111	07098	5951210	TRNSF-HLTH SELF INS (5121)	23	12,750	14,235	26,985
4111	07100	5951210	TRNSF-HLTH SELF INS (5121)	23	13,500	15,072	28,572
4111	07101	5951210	TRNSF-HLTH SELF INS (5121)	23	21,750	24,283	46,033
4111	07111	5951210	TRNSF-HLTH SELF INS (5121)	23	66,000	73,685	139,685
4111	07121	5951210	TRNSF-HLTH SELF INS (5121)	23	72,000	80,384	152,384
4111	07151	5951210	TRNSF-HLTH SELF INS (5121)	23	3,000	3,349	6,349
4311	07411	5951210	TRNSF-HLTH SELF INS (5121)	23	11,700	13,062	24,762
4411	07602	5951210	TRNSF-HLTH SELF INS (5121)	23	24,870	27,766	52,636
4411	07603	5951210	TRNSF-HLTH SELF INS (5121)	23	6,300	7,034	13,334
4411	07604	5951210	TRNSF-HLTH SELF INS (5121)	23	18,825	21,017	39,842
4411	07606	5951210	TRNSF-HLTH SELF INS (5121)	23	3,450	3,852	7,302
4411	07607	5951210	TRNSF-HLTH SELF INS (5121)	23	780	871	1,651
4611	07811	5951210	TRNSF-HLTH SELF INS (5121)	23	69,900	78,039	147,939
5011	08011	5951210	TRNSF-HLTH SELF INS (5121)	23	2,570	2,869	5,439
5021	08151	5951210	TRNSF-HLTH SELF INS (5121)	23	2,400	2,679	5,079
5031	08101	5951210	TRNSF-HLTH SELF INS (5121)	23	1,950	2,177	4,127
5071	08021	5951210	TRNSF-HLTH SELF INS (5121)	23	14,870	16,601	31,471
5081	08031	5951210	TRNSF-HLTH SELF INS (5121)	23	2,210	2,467	4,677
5121	08121	5951210	TRNSF-HLTH SELF INS (5121)	23	675	754	1,429
7552	09552	5951210	TRNSF-HLTH SELF INS (5121)	23	3,000	3,349	6,349
0011	05981	5909981	BUDGET RES-STABILIZATION	23	4,358,317	(662,497)	3,695,820
1011	03151	5909910	BUDGET RES FOR CONTINGNCY	23	4,717,078	(183,209)	4,533,869
1031	01761	5909910	BUDGET RES FOR CONTINGNCY	23	513,960	(8,373)	505,587
1171	03302	5909910	BUDGET RES FOR CONTINGNCY	23	337,131	(11,756)	325,375
1242	02351	5909910	BUDGET RES FOR CONTINGNCY	23	400,532	(6,699)	393,833
1248	02348	5909910	BUDGET RES FOR CONTINGNCY	23	85,353	(1,675)	83,678
1261	02811	5909910	BUDGET RES FOR CONTINGNCY	23	1,485,537	(7,034)	1,478,503
1482	02375	5909910	BUDGET RES FOR CONTINGNCY	23	511,514	(5,024)	506,490
1661	02261	5909910	BUDGET RES FOR CONTINGNCY	23	1,433,462	(320,296)	1,113,166
1691	02491	5909910	BUDGET RES FOR CONTINGNCY	23	4,241,863	(168,421)	4,073,442
4111	07099	5909999	BUDG RES/CASH FORWARD	23	35,365,007	(247,767)	35,117,240
4311	07411	5909910	BUDGET RES FOR CONTINGNCY	23	2,188,537	(13,062)	2,175,475
4411	07602	5909910	BUDGET RES FOR CONTINGNCY	23	2,517,251	(60,540)	2,456,711
4611	07811	5909999	BUDG RES/CASH FORWARD	23	2,752,937	(78,039)	2,674,898
5011	08011	5909910	BUDGET RES FOR CONTINGNCY	23	654,835	(2,869)	651,966

5021	08151	5909927	BUDGET RES-FUTURE CLAIMS	23	1,431,584	(2,679)	1,428,905
5031	08101	5909927	BUDGET RES-FUTURE CLAIMS	23	3,935,740	(2,177)	3,933,563
5071	08021	5909910	BUDGET RES FOR CONTINGNCY	23	306,330	(16,601)	289,729
5081	08031	5909920	BUDGET RES-REPAIR & REPLC	23	270,384	(2,467)	267,917
7552	09552	5909910	BUDGET RES FOR CONTINGNCY	23	341,351	(3,349)	338,002
5121	08121	5909910	BUDGET RES FOR CONTINGNCY	23	188,487	1,804,534	1,993,021
				<b>TOTAL</b>	<b>69,689,319</b>	<b>1,805,288</b>	<b>71,494,607</b>





## AGENDA ITEM

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### TITLE

Resolution Regarding Reimbursement of Costs Relating to Acquisition of Vehicles and Equipment for County's Fleet Replacement Program

### BRIEF OVERVIEW

Expenses associated with the County's Fleet Replacement program have been paid from the Fleet Replacement Fund. From time to time this program will be financed through tax-exempt debt. A recommendation for the associated debt will be made to the Board soon. This reimbursement resolution allows for the County to reimburse the Fleet Replacement Fund or General Fund for expenses incurred before issuance of said debt and needs to be in place before requesting use of that debt. The U.S. Treasury established this method to allow governments to reimburse themselves for costs associated with a replacement before issuance of tax-exempt debt.

### FINANCIAL IMPACT

Matter of policy.

### LEGAL NOTE

The Board is authorized to act on this matter pursuant to Chapters 125 and 129, Florida Statutes.

### RECOMMENDATION

It is recommended the Board approve and authorize the Chairman's signature on the attached resolution for the reimbursement of costs relating to acquisition of vehicles and equipment.

### REVIEW PROCESS

Jodi Florio	Approved	05/01/2023 12:37 PM
Toni Brady	Approved	05/01/2023 4:19 PM
Josh Stringfellow	Approved	05/02/2023 9:22 AM
Pamela Hare	Approved	05/02/2023 9:37 AM
Jon Jouben	Approved	05/03/2023 9:49 AM
Heidi Kurppe	Approved	05/03/2023 1:06 PM
Scott Herring	Approved	05/03/2023 1:49 PM
Jeffrey Rogers	Approved	05/03/2023 4:32 PM
Colleen Conko	Approved	05/03/2023 4:33 PM

**RESOLUTION NO. \_\_\_\_**

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA, REGARDING REIMBURSEMENT OF CERTAIN COSTS RELATING TO THE ACQUISITION OF VEHICLES AND EQUIPMENT FOR THE COUNTY'S FLEET REPLACEMENT PROGRAM; PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, Hernando County, Florida (the "County") has incurred and/or expects to incur various costs in relation to the acquisition of vehicles and equipment for the County's Fleet Replacement Program, including but not limited to the vehicles listed on Exhibit A hereto, and as more particularly described in the plans and specification on file with the County (the "Project"); and

**WHEREAS**, the County has determined it is in its best interest to reimburse such costs from proceeds of tax-exempt debt; and

**WHEREAS**, the United States Department of Treasury has issued various regulations in regard to reimbursement of governmental costs through the issuance of tax-exempt debt;

**BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA:**

**SECTION 1.** It is the intent of the County to reimburse various costs and expenditures relating to the acquisition and equipping, as applicable, of the Project. The County has paid for, and/or reasonably anticipates that it will pay for, such costs and expenditures from funds on deposit in its Fleet 5081 Internal Service Fund. It is reasonably expected that reimbursement of such costs and expenditures shall come from the issuance of tax-exempt debt which is not expected to exceed \$4,500,000 aggregate principal amount. It is currently the intention of the County to principally secure such tax-exempt debt by a pledge of and lien upon certain non-ad valorem revenues of the County. The expenditures to be reimbursed shall be consistent with the County's budgetary and financial policy as being the type of expenditures which shall be paid on a long-term basis.

**SECTION 2.** The County shall comply with all applicable law in regard to the public availability of records of official acts by public entities such as the County, including making this Resolution available for public inspection.

**SECTION 3.** It is the intent of the County that the purpose of this Resolution is to meet the requirements of Treasury Regulations Section 1.150-2 and to be a declaration of official intent under such Section.

**SECTION 4.** This Resolution shall take effect immediately upon its adoption.

**PASSED AND DULY ADOPTED** this 9th day of May, 2023.

**HERNANDO COUNTY, FLORIDA**

(SEAL)

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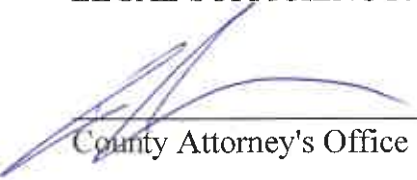
Chairman, Board of County Commissioners

ATTEST:

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Clerk of the Circuit Court and  
Ex-Officio Clerk of the Board of  
County Commissioners

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:



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County Attorney's Office

## **EXHIBIT A**

The County's Fleet Replacement Program includes, but is not limited to, the following:

Fire Apparatus

Ladder Truck

Grapple Truck

Excavator

Safety Trailer

333G Skidsteer

Chipper

Harvester

Service Truck

1500 Trucks - Double

1500 Truck - Crew



## Board of County Commissioners

### AGENDA ITEM

Meeting: 05/09/2023  
Department: Procurement Department  
Prepared By: Alisa Pike  
Initiator: Toni Brady  
DOC ID: 12169  
Legal Request Number: 2022-630-3  
Bid/Contract Number: 23-T00028

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#### TITLE

Amendment No. 1 to Term Contract to West Florida Aggregates, LLC, for Department of Transportation Compliant Limerock Stabilized Base for Road Maintenance and Repair (Contract No. 23-T00028/CRS; Amount: \$600,000.00)

#### BRIEF OVERVIEW

Hernando County Procurement Department issued Invitation to Bid (ITB) No. 23-T00028/CRS for the Florida Department of Transportation's (FDOT's) Compliant Limerock Re-bid. The BOCC approved the award of Contract No. 23-T00028/CRS February 28, 2023, in the amount of \$600,000.00.

Upon request from West Florida Aggregates, LLC and the Department of Public Works, Hernando County Procurement has prepared Amendment No. One (1) amending the contract to waive the product liability insurance coverage. The contract holder and limerock producer, West Florida Aggregates, LLC provides FDOT certified compliant limerock to the State of Florida itself and all counties are required to purchase and utilize FDOT compliant limerock.

The amendment removes the following requirement from the contract: Section 8, Paragraph 35, Item "Additional Insured" and item "Waiver of Subrogation."

#### FINANCIAL IMPACT

There is no monetary impact from this amendment.

#### 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 Amendment One (1) for Contract No. 23-T00028/CRS to West Florida Aggregates for FDOT Compliant Limerock to remove Section 8 Paragraph 35 item "Additional Insured" and item "Waiver of Subrogation."

It is further recommended that the Board authorize the Chief Procurement Officer to renew the Contract in accordance with contract terms and conditions and authorize the CPO to approve change orders as they become necessary and required. There are two (2), twelve (12) month renewal options.

#### REVIEW PROCESS

Todd Crosby	Approved	04/20/2023 12:06 PM
Elaine Singer	Approved	04/20/2023 12:39 PM
Stephen Stack	Approved	04/21/2023 7:10 AM
Carla Rossiter-Smith	Approved	04/24/2023 4:58 AM



Toni Brady	Approved	04/25/2023 10:35 AM
Scott Herring	Approved	04/25/2023 8:34 PM
Pamela Hare	Approved	04/26/2023 10:15 AM
Victoria Anderson	Approved	04/26/2023 10:28 AM
Heidi Kurppe	Approved	04/26/2023 4:11 PM
Jeffrey Rogers	Approved	04/30/2023 8:37 PM
Colleen Conko	Approved	05/01/2023 8:25 AM

## SOLICITATION - OFFER - AWARD

SOLICITATION NO: <b>23-T00028</b>	SOLICITATION TITLE: <b>FDOT COMPLIANT LIMEROCK</b>	DATE ISSUED: <b>JANUARY 4, 2023</b>	CONTRACT NO: <b>23-T00028</b>
ISSUED BY: <b>BOARD OF COUNTY COMMISSIONERS HERNANDO COUNTY, FLORIDA</b> John Allocco, Chairman Elizabeth Narverud, Vice Chairman Steve Champion, Second Vice Chairman Jerry Campbell Brian Hawkins		SUBMIT BID OFFER TO: <b>HERNANDO COUNTY PURCHASING AND CONTRACTS 15470 FLIGHT PATH DRIVE BROOKSVILLE, FL 34604</b>  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: <a href="http://secure.procurenow.com/portal/hermandocounty">http://secure.procurenow.com/portal/hermandocounty</a> , <b>UNTIL 3:00 P.M., LOCAL TIME ON FEBRUARY 1, 2023</b> . NO BID OFFERS WILL BE ACCEPTED AFTER THE ABOVE STIPULATED DATE AND TIME. THIS IS AN ADVERTISED SOLICITATION AND THE RESPONDING BIDDERS WILL BE PUBLICLY READ IN THE PURCHASING AND CONTRACTS CONFERENCE ROOM AT 15470 FLIGHT PATH DRIVE, BROOKSVILLE, FL 34604 <b>3:00 P.M. ON FEBRUARY 1, 2023</b> . 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	<b>PROVIDING FDOT COMPLIANT LIMEROCK FOR THE HERNANDO COUNTY DEPARTMENT OF PUBLIC WORKS</b> <b>SUBMIT PRICING ON BID FORM IN SECTION VI</b> <small>(SEE ATTACHED SPECIFICATIONS)</small>	XX	XX	XX	\$ 600,000.00

### 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 <u>ONE HUNDRED TWENTY (90) DAYS</u> FROM THE BID OPENING DATE, TO FURNISH TO HERNANDO COUNTY ANY AND ALL ITEMS FOR WHICH PRICES ARE OFFERED IN THIS BID SOLICITATION AT THE PRICE(S) SO OFFERED, DELIVERED AT DESIGNATED POINT(S), WITHIN THE TIME PERIOD SPECIFIED, AND AT THE TERMS AND CONDITIONS SO STIPULATED IN THE SOLICITATION FOR BIDS.			
DISCOUNT FOR PROMPT PAYMENT: <u>      </u> % 10 CALENDAR DAYS <u>      </u> % 20 CALENDAR DAYS <u>      </u> % <u>      </u> CALENDAR DAYS			
BIDDER'S INFORMATION <b>West Florida Aggregates</b> Company Name 35553 Cortez Blvd Address Webster FL 33597 City State Zip Code (352) 812-9029 Phone Number Fax Number Email Address <a href="mailto:awest@mcagg.com">awest@mcagg.com</a>		NAME AND TITLE OF PERSON AUTHORIZED TO SIGN BID OFFER: BIDDER'S SIGNATURE  OFFER DATE 01/23/2023	

### AWARD

(TO BE COMPLETED BY COUNTY)

REVIEWED FOR LEGAL SUFFICIENCY: 12/07/22	LR NO.: 2022-630	BY: Victoria Anderson
ACCEPTED AS TO ITEM(S) NO:	AMOUNT:	ACCOUNTING CODE:
SUBMIT INVOICES TO:  <b>HERNANDO COUNTY DEPARTMENT OF PUBLIC WORKS 1525 EAST JEFFERSON STREET BROOKSVILLE, FL 34601</b>		NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ACCEPTANCE AND AWARD FOR THE COUNTY:  SIGNATURE:
		AWARD DATE: 2/28/2023

## 2. SOLICITATION-OFFER-AWARD

**ISSUED BY:**

BOARD OF COUNTY COMMISSIONERS

HERNANDO COUNTY, FLORIDA

John Allocco, Chairman

Elizabeth Narverud, Vice Chair

Steve Champion, Second Vice Chairman

Jerry Campbell

Brian Hawkins

**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 BY THE OFFICE OF PURCHASING AND CONTRACTS, VIA THE COUNTY'S [eProcurement Portal](#) UNTIL 3:00 pm, LOCAL TIME ON Wednesday, January 25, 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 3:00 pm ON Wednesday, January 25, 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

DEPARTMENT OF PUBLIC WORKS, 1525 EAST JEFFERSON STREET, BROOKSVILLE, FL 34601

## 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-T00028

FOR

FDOT Compliant Limerock Re-bid

Hernando County Board of County Commissioners are soliciting Vendors/Contractors active in supplying of FDOT compliant limerock.

Offers for furnishing the above will be received and accepted up to 3:00 p.m. (local time), Wednesday, January 25, 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](http://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 Carla Rossiter-Smith Procurement and Grants Manager, Purchasing and Contracts Department, via the County's [eProcurement Portal](#).

## 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:

- 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.
- 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. COUNTY:** The Board of County Commissioners, Hernando County, or its duly authorized representative.
- 4. MODIFICATION/AMENDMENT/CHANGE ORDER:** Shall mean the written order to the Vendor/Contractor signed by the Vendor/Contractor and County authorizing an addition, deletion, or revision in the goods, services and/or work to be provided under the contract documents or an adjustment in the contract price issued after contract award.
- 5. OWNER:** Hernando County Board of County Commissioners (County).
- 6. VENDOR/CONTRACTOR:** The Bidder awarded a contract by the County for the furnishing of goods or services.

### 7.2. AVAILABILITY OF BIDDING DOCUMENTS

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

### 7.3. PREPARATION OF BID

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

- 1.** Interested firms are to submit responses via the County’s [eProcurement Portal](#). All bid sheets including this form must be executed and uploaded as indicated. All bids are subject to the conditions specified herein. Those which do not comply with these conditions may be declared non-responsive and subject to rejection.

#### **To submit bids:**

Via Hernando County’s [eProcurement Portal](#)

BID NUMBER 23-T00028

- 2.** The responsibility for delivering the bid to the County on or before the stated time and date will be solely and strictly the responsibility of the Bidder. The County will be in no way responsible for delays caused by wi-fi connection or speed, power outage or any other occurrence.

3. 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.
4. Bids must be completed through the pricing table provided. No changes or corrections will be allowed after bid opening.
5. Bidders are expected to make all investigations necessary to thoroughly inform themselves regarding all drawings, specifications, delivery requirements, performance requirements, site locations and all solicitation 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.
6. No material, labor, or facilities will be furnished by the County unless specifically stated.

#### 7.4. [BID OPENING:](#)

Bids that are not received in a timely manner by this specific office will not be accepted. Bids will be opened immediately after this date and time and will remain binding upon the Bidder for a period of ninety (90) days thereafter. Pursuant to Florida Statutes 119.071 (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:

1. The Contract resulting from this solicitation shall be a term contract for the time period specified herein. During the specified time period, the County may order services/supplies as the requirements generate and the Vendor/Contractor will deliver the services/supplies ordered. It is understood that the County is not obligated to purchase any specific amount of services/supplies under this agreement.
2. The period of the Contract shall extend for 3 years effective from date of Board of County Commissioner award
3. **Renewal Option (Unilateral):** At the sole option of the County, through the Board of County Commissioners or Chief Procurement Officer or Designee, this Contract may be unilaterally renewed, for 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.
4. Either party may cancel this Contract, in whole or in part, by giving ninety (90) days prior notice in writing. However, the Vendor/Contractor shall not be authorized to exercise this cancellation option during the first one-hundred eighty (180) days of the Contract. The number of days within which, or the dates by which, the work is to be substantially completed and ready for final payment are set forth in the agreement.

### 8.2. BID PRICE/SUBMITTAL REQUIREMENTS:

1. The prices bid shall remain firm during the period of the Contract. The prices bid shall be inclusive of all labor, equipment, and materials as specified within this solicitation. The price bid constitutes the total compensation payable to the Vendor/Contractor for performing the work.
2. Unless otherwise stated, the prices bid shall include all costs of packing, transporting, delivery, and services to the designated point within Hernando County.
3. The Bidder hereby certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, services, or equipment and is in all respects fair and without collusion or fraud. Further, the Bidder hereby agrees to abide by all terms and conditions of this bid and certifies that the person executing the Bid Form is authorized to sign this bid for the Bidder.
4. 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.

**5. 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:**

1. This bid shall be awarded to a responsive, responsible bidder, qualified by experience to provide the work specified. The Bidder will submit the following information with their bid:
2. List and brief description of substantially similar work (size and scope) for at least three (3) references of firms, and/or governmental agencies/entities satisfactorily completed with location, dates of contract, names, addresses, telephone numbers and email addresses of owners by completing the reference sheets attached in Section 13. These references must be for work performed within the past three (3) years.
3. List of equipment and facilities available to do work.
4. List of personnel, by name and title, contemplated to perform the work.
5. **Failure to submit this information may be cause for rejection of your bid.**

### **8.4. BID EVALUATION AND AWARD:**

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

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

2. 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.
  - 2.1. All items listed on the Bid Form will be awarded line by line to multiple Vendors/Contractors based on the lowest bid for that item. Each Vendor/Contractor who submits a Bid deemed responsive and responsible agrees to supply that individual item at the price submitted on their Bid Form. The Vendors/Contractors will be utilized based on distance from each individual work site where the item while also considering price and availability.
  - 2.2. In the event that the vendor first identified for utilization, based on price and distance from work site, cannot supply the item in the time frame or quantity requested to fulfill an order, the County reserves the right to order the item from the next vendor, based on price and distance from work site, and so on until the order can be fulfilled.
  - 2.3. Vendors/Contractors who submit Bids and are repeatedly unable to fulfill orders may be excluded from future orders.

## 8.6. BID EVALUATION AND AWARD (continued)

3. If two (2) or more fully responsive, responsible bids are received for the same total amount or unit price, quality and service being equal, the County reserves the right to award the contract to the Bidder whose place of business is located within the boundaries of Hernando County, Florida. Should tie bids, as described above, be received from either two (2) or more Hernando County Bidders or from non-local Bidders when no Hernando County Bidder has submitted a tie bid, then the Board of County Commissioners shall award the contract to one (1) Vendor/Contractor by drawing lots in a public meeting.

4. The County shall be the sole judge as to the relative merits of the bids received.

5. If a separate written contract is not required by the County; a written letter of award, mailed or otherwise furnished to the successful Bidder, shall result in a binding contract without further action by either party.

6. Discounts for payments within less than twenty (20) days will not be considered in evaluation of bids, however, offered discounts will be taken for less than twenty (20) days if payment is made within the discount period.

## 8.7. LOCAL PREFERENCE:

1. Purpose and Findings: These provisions apply to purchases using Formal Bids, Request for Proposals or Quotes. The County annually spends significant dollars on purchasing personal property, materials, and services, and in constructing improvements to real property or existing structures. The dollars used in making those purchases are derived, in large part, from taxes, fees and utility revenues paid by businesses located within Hernando County, and the County Commission has determined that funds generated in the community should, to the extent possible, be placed back into the local economy. Therefore, the County Commission has determined that it is in the best interest of the County to give a preference to local businesses in making such purchases whenever the application of such a preference is reasonable in light of the dollar-value of bids and quotes received in relation to such expenditures.

### 2. Application:

- A. In bidding for or letting contracts for procurement of supplies, materials, equipment, and services, as described in the purchasing policies of the County, the Board of County Commissioners may give a preference to local businesses in making purchases or awarding contracts in an amount not to exceed:
  - 1. Five percent (5%) of the local business' total bid price if the cost differential does not exceed \$10,000.00 for procurement activities in amounts over \$35,000.00, or
  - 2. Three percent (3%) if the cost differential does not exceed \$1,000.00 for procurement activities in amounts more than \$10,000.00, but less than \$35,000.00.
- B. 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.

- C. 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.

**3. Definitions:**

- A. 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.
- B. 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:
  - 1. A physical business and location address.
  - 2. Proof of payment of real property tax due to Hernando County.
  - 3. A copy of the firm's most recent annual corporation report to the Florida Division of Corporations.
  - 4. Any additional information necessary to verify local vendor status.

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

**5. Exemptions:**

- A. 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.
- B. Purchases with any sole source supplier for supplies, materials, or other equipment.
- C. Purchases made through cooperative purchasing arrangements utilized by the Purchasing and Contracts Department as identified in the Purchasing Policy.
- D. 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.
- E. Purchases with an estimated cost of less than \$10,000.00 or less.

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

#### 8.8. HOURS:

Work may be performed between the hours of 7:00 a.m. - 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.

#### 8.9. WARRANTIES:

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

#### 8.10. DELIVERY AND ACCEPTANCE:

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

#### 8.11. REJECTION OF BID:

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

#### 8.12. MINOR INFORMALITIES AND IRREGULARITIES:

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



Hernando County to properly evaluate the bid, Hernando County has the sole right to require such additional information as it may deem necessary after the time set for receipt of bids, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured. The Board of County Commissioners reserves the sole right to reject any or all bids in whole or in part; to award by any item, group(s) of items or in the aggregate whichever is most advantageous to the County.

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

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

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

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

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

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

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

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

Any person submitting a bid or proposal in response to this Invitation to Bid certifies that they are aware of, and in compliance with, all requirements under Section 287.133, Florida Statutes (Current Edition), on public entity crimes. Bidders must complete and return with its bid the Sworn Statement to Public Entity Crimes Form attached in these bid documents.

#### **8.17. LICENSES AND PERMITS:**

Prior to furnishing the requested product(s) or service(s), it shall be the responsibility of the awarded Vendor/Contractor to obtain, at no additional cost to Hernando County, any and all licenses and permits

required to complete this contractual service. These licenses and permits shall be readily available for review by the Chief Procurement Officer or their designee.

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

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

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

Without invalidating the contract, the County may, at any time or from time to time, through its Chief Procurement Officer or designee, order additions, deletions, or revisions in the work, the same being authorized by change order or contract modification/amendment. The cumulative total of change orders and/or modifications/amendments to this contract under \$35,000.00 (cap) will be approved by the Chief Procurement Officer or its designee. Once the \$35,000.00 cap is reached, all other additions, or revisions to this contract that exceed the "cap" are subject to approval by the Hernando County Board of County Commissioners through Board agenda item. Only upon receipt of a change order, or modification/amendment executed by the Vendor/Contractor and County (subject to approval by the Chief Procurement Officer and/or Board of County Commissioners – as applicable) shall the Vendor/Contractor be authorized to proceed with the work involved. All such work shall be executed under the applicable terms and conditions contained in the contract documents. In addition:

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

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

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

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

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

### **8.21. 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.

### **8.22. 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.

### **8.23. TERMINATION:**

#### **1. Termination for Default:**

- A. 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:
  - 1. Provide products or services that comply with the specifications herein or fails to meet the County's performance standards.
  - 2. Deliver the supplies or to perform the services within the time specified in this contract or any extension.
  - 3. Make progress so as to endanger performance of this contract.
  - 4. Perform any of the other provisions of this contract.

- B. 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.
- C. 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:
1. Stop work on the date and to the extent specified.
  2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
  3. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the County.
  4. Continue and complete all parts of that work that have not been terminated.
- D. 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.

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

#### **8.24. 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.

#### **8.25. USE OF CONTRACT BY OTHER GOVERNMENT AGENCIES:**

1. At the option of the Vendor/Contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.
2. Each governmental agency allowed by the Vendor/Contractor to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received, and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

#### **8.26. 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.

#### **8.27. 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.

#### **8.28. 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.

#### **8.29. 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 (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.

### **8.30. PAYMENT:**

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

DEPARTMENT OF PUBLIC WORKS, 1525 EAST JEFFERSON STREET, BROOKSVILLE, FL 34601

2. Each invoice shall give a detailed breakdown of the services provided.

3. The Vendor/Contractor may invoice the County after each work order is complete. Invoice shall reference and be based upon the quantity report received after project completion.

4. Payment will be made in no less than forty-five (45) days, per Florida Statute 218.74 (Current Edition). Terms not within Hernando County's payment period are not acceptable and may be cause for rejection.

**5. Payment to Vendor/Contractor by Electronic Payment Solution: ACH (Direct Deposit):** If the Vendor/Contractor is enrolled in the County's ACH electronic payment solution, all payments will be made using the direct deposit which may or may not include a pre-note transaction. The Vendor/Contractor's bank account information will remain confidential to the extent provided by law and necessary to make direct deposit payments. Once the County has approved payment, an electronic remittance advice will be sent to the Vendor/Contractor via e-mail.

### **8.31. CONFLICT OF INTEREST:**

**1. Conflict of Interest of Officers or Employees of the Contracting Entity/Local Jurisdiction, Members of the Local Governing Body, or Other Elected Officials:** No member or employee of the contracting entity/local jurisdiction or its designees or agents; no member of the governing body; and no other public official of Hernando County who exercises any function or responsibility with respect to this contract, during their tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Vendor/Contractor shall cause to be incorporated in all subcontracts, the language set forth in this paragraph prohibiting conflict of interest.

**2. Employee Conflict of Interest:** It shall be unethical for any Hernando County employee to participate directly or indirectly in a procurement contract when Hernando County employee knows that:

- A. Hernando County employee or any member of Hernando County employee's immediate family has a financial interest in the procurement contract; or
- B. 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
- 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.

**3. Former Employee Conflict of Interest:** It shall be a violation for any person, business or organization contracting with County to employ in any capacity, any former County employee or member of County employee's immediate family within one (1) year of that employee's separation from employment with the County, unless the employer or the former County employee files with the County Clerk, the County's Employment Disclosure Statement. The penalty for this violation may include disqualification of the bid submission.

### **8.32. GRATUITIES AND KICKBACKS:**

**1. Gratuities:** It shall be unethical for any person to offer, give, or agree to give any Hernando County employee or former Hernando County employee, or for any Hernando County employee or former Hernando County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, or to influence the content of any specification or procurement standard, or to act in an 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.

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

### **8.33. E-VERIFY:**

**1.** Vendor/Contractor is advised that the County has entered into an agreement with U.S. Immigration and Customs Enforcement (ICE) wherein the County will, in part, seek to promote the principles of ethical business conduct, prevent the knowing hiring of unauthorized workers through self-governance, and encourage voluntary reporting of the discovery of unauthorized workers to ICE (the IMAGE Agreement). Accordingly, by submitting your bid, Vendor/Contractor represents and warrants (a) that the Vendor/Contractor is in compliance with all applicable Federal, State and local laws, including, but not limited to, the laws related to the requirement of an employer to verify an employee's eligibility to work in the United States, (b) that all of the Vendor/Contractor employees are legally eligible to work in the United States, and (c) that the Vendor/Contractor has actively and affirmatively verified such eligibility utilizing the Federal Government's Employment Verification Eligibility Form (I-9 Form).

**2.** A mere allegation of Vendor/Contractor's intent to use and/or current use of unauthorized workers may not be a basis to delay the County's award of a contract to the Vendor/Contractor unless such an allegation has been determined to be factual by Immigration and Customs Enforcement (ICE) pursuant to an investigation conducted by ICE prior to the date the contract is scheduled to be awarded by the County.

**3.** Legitimate claims of the Vendor/Contractor's use of unauthorized workers must be reported to both of the following agencies:

- A. The County's Purchasing and Contracts Department at (352) 754-4020: and
- B. Immigration and Customs Enforcement (ICE) at 1-866-DHS-2-ICE

**4.** In the event it is discovered that the Vendor/Contractor's employees are not legally eligible to work in the United States, the County may, in its sole discretion, demand that the Vendor/Contractor cure this deficiency within a specified time frame, and/or immediately terminate the contract without any cost or penalty to the County, and/or debar the Vendor/Contractor from bidding on all County contracts for a period up to twenty-four (24) months, and/or take any and all legal action deemed necessary and appropriate.

**5.** Vendor/Contractor is required to incorporate the following IMAGE best practices into its business and, when practicable, incorporate verification requirements into its agreements with subcontractors:

- A. Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.
- B. 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.

- C. Establish a written hiring and employment eligibility verification policy.
- D. 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.
- E. 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.
- F. 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.
- G. Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process.
- H. 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.
- I. 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.
- J. 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.
- K. 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.
- L. Maintain copies of any documents accepted as proof of identify and/or employment authorization for all new hires.

#### **8.34. 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.

### **8.35. INSURANCE REQUIREMENTS:**

#### **1. INDEMNITY, SAFETY AND INSURANCE 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.

**2. MINIMUM INSURANCE REQUIREMENTS:** Vendor/Contractor shall procure, pay for and maintain at least the following insurance coverage and limits. Said insurance shall be evidenced by delivery to the County of a certificate(s) of insurance executed by the insurers listing coverage and limits, expiration dates and terms of policies and all endorsements whether or not required by the County, and listing all carriers issuing said policies. The insurance requirements shall remain in effect throughout the term of this Contract.

**WORKERS' COMPENSATION:** As required by law:



STATE.....Statutory

APPLICABLE FEDERAL.....Statutory

EMPLOYER'S LIABILITY.....Minimum: \$100,000.00 each accident

\$100,000.00 by employee

\$500,000.00 policy limit

**Exemption per Florida Statute 440:** If a Vendor/Contractor has less than three (3) employees and states that they are exempt per Florida Statute 440, 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/>

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

**COVERAGE AS FOLLOWS:**

EACH OCCURRENCE.....\$1,000,000.00

GENERAL AGGREGATE .....\$2,000,000.00

PERSONAL/ADVERTISING INJURY.....\$1,000,000.00

PRODUCTS-COMPLETED OPERATIONS AGGREGATE.....\$2,000,000.00

Per Project Aggregate (if applicable)

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

FIRE DAMAGE (Any one (1) fire.....\$50,000.00

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

**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.

**WAIVER OF SUBROGATION:** Vendor/Contractor agrees by entering into this Contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Vendor/Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor/Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Vendor/Contractor enter into such an agreement on a pre-loss basis.

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

**COVERAGE AS FOLLOWS:**

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

**PROFESSIONAL LIABILITY** (if applicable it will be noted below separately):

**BUILDERS RISK INSURANCE** (if applicable it will be noted below separately):

**CRIME PREVENTION – BOND** (if applicable it will be noted below separately):

**EXCESS/UMBRELLA LIABILITY** (if applicable it will be noted below separately):

**POLLUTION LIABILITY** (if applicable it will be noted below separately):

**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.

**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.

**3.** Each insurance policy shall include the following conditions by endorsement to the policy:

- A. 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 fax within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder shall read:

Hernando County Board of County Commissioners

Attention: Human Resources/Risk Department

15470 Flight Path Drive

Brooksville, Florida 34604

B. 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.

C. 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.

D. 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.

**4.** The Vendor/Contractor shall be required to provide a current Certificate of Insurance to the County prior to commencement of services.

**5.** Bidders may, at the County's request, be required to provide proof that their firm meets the preceding insurance requirements, by submission of a Certificate Of Insurance coverage(s), prior to award of the Contract.

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

#### **8.36. MINIMUM WAGE RATES:**

**1.** The Vendor/Contractor shall be required to pay their employees no less than the Federal minimum wage rate.

**2.** If the contract should be renewed, the contract shall be adjusted for benefit of the Vendor/Contractor in proportion with Federal law governing wage rates during the period of the contract for labor-related costs only.

**3.** The County reserves the right to inspect the payroll records of the Vendor/Contractor, as may be deemed necessary, to determine that the Vendor/Contractor is complying with Federal wage and hour law.

### 8.37. SAFETY PRECAUTIONS:

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

### 8.38. RESPONSIVE/RESPONSIBLE:

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

### 8.39. 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.

#### 8.40. CLAIMS

1. Chief Procurement Officer's Decision Required: All claims, except those waived, shall be referred to the Chief Procurement Officer for decision.
2. Notice: Written notice stating the general nature of each claim shall be delivered by the claimant to the Chief Procurement Officer and the other party to the contract promptly but in no event later than thirty (30) days after the start of the event giving rise thereto. The responsibility to substantiate a claim shall rest with the party making the claim. Notice of the amount or extent of the claim, with supporting data, shall be delivered to the Chief Procurement Officer and the other party to the contract within sixty (60) days after the start of such event (unless the Chief Procurement Officer allows additional time for claimant to submit additional or more accurate data in support of such claim). A claim for an adjustment in contract price shall be prepared in accordance with the provisions of 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).
3. Chief Procurement Officer's Action: Chief Procurement Officer will review each claim and, within thirty (30) days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one (1) of the following actions in writing:
  - A. Deny the claim in whole or in part,
  - B. Approve the claim, or
  - C. 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.
4. In the event that Chief Procurement Officer does not take action on a claim within said thirty (30) days, the claim shall be deemed denied.
5. Chief Procurement Officer's written action or denial will be final and binding upon Owner and Vendor/Contractor, unless Owner or Vendor/Contractor invoke the dispute resolution procedure set forth in section titled "DISPUTE RESOLUTION" within thirty (30) days of such action or denial.



#### **8.41. DISPUTE RESOLUTION:**

- 1.** Owner and Vendor/Contractor may mutually request mediation of any claim submitted to the Owner for a decision before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the effective date of the agreement. The request for mediation shall be submitted in writing to the American Arbitration Association. Timely submission of the request shall stay the effect.
- 2.** Owner and Vendor/Contractor shall participate in the mediation process in good faith. The process shall be concluded within sixty (60) days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- 3.** 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:
  - A. Agrees with the other party to submit the claim to another dispute resolution process, or
  - B. Gives written notice to the other party of their intent to submit the claim to a court of competent jurisdiction.

## 9. SPECIAL CONDITIONS

Special Conditions Apply if Grant Funded (FEMA or other)

### 9.1. 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.

### 9.2. CODES AND REGULATIONS:

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

### 9.3. 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.

### 9.4. PRICE ADJUSTMENT:

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

### 9.5. MARKET CONDITIONS:

The County reserves the right to purchase on the open market should lower market prices prevail, at which time the Vendor/Contractor shall have the option of meeting the lower price or relieving the County of any obligation previously understood.

### 9.6. 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.

### 9.7. ESTIMATED QUANTITIES:

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

non-exclusive and the County may procure the goods or services covered by the contract from other sources at its discretion.

#### 9.8. SAMPLES/DEMONSTRATIONS:

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

#### 9.9. 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 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](http://www.fema.gov) under Contract Provisions Templates.

## 10. SCOPE OF WORK

### SCOPE AND SPECIFICATIONS

#### 10.1. CONFLICTING TERMS WITH SCOPE AND SPECIFICATIONS:

In the event of a conflict between the terms of the contract (including any and all attachments thereto, excluding Scope and Specifications Section, and any amendments thereof) and any of the terms of the Scope and Specifications Section, the terms of the Contract (including any and all attachments hereto, excluding Scope and Specifications Section, and any amendments thereof) shall control.

#### 10.2. SCOPE OF WORK:

The Vendor/Contractor will supply all materials, labor, and equipment in order to accomplish Hernando County Board of County Commissioners are soliciting Vendors/Contractors active in supplying of FDOT compliant limerock., as described in the specifications and construction plans showing the proposed improvements **(if applicable)** in Hernando County, Florida.

#### 10.3. LOCATION OF THE WORK:

Pick up location for the item on this contract will be within fifty (50) miles of the Hernando County Department of Public Works located at 1525 East Jefferson Street, Brooksville, Florida 34601 as verified by the first search on MapQuest or Google Maps.

## 11. TECHNICAL SPECIFICATIONS

1. Pickup: The Vendor/Contractor will supply FDOT compliant limerock stabilized base at their location which will be picked up by County staff and loaded by the Vendor/Contractor onto County trucks. When possible, the County will notify the Vendor/Contractor in advance of material(s) needed to be picked up. The pick-up location must be within a fifty (50) mile radius of the Hernando County Department of Public Works, 1525 East Jefferson Street, Brooksville, Florida 34601.

2. Material Specifications for FDOT Compliant Limerock Stabilized Base: Must meet the following specifications as listed in the FDOT Standard Specifications for Road and Bridge Construction – January 2016, Section 911-3, for limerock stabilized base material:

- A. Limerock Stabilized Base: At least 97% shall pass a 1-1/2-inch sieve
- B. Limerock Bearing Ratio: 90 minimum

3. Non-Exclusivity:

- The work listed in this contract is not exclusive to the Vendor/Contractor. The County may, at its discretion, order limerock from other Vendors/Contractors as necessary to meet demand/quality of DPW.
- All items listed on the Bid Form will be awarded line by line to multiple Vendors/Contractors based on the lowest bid for that item. Each Vendor/Contractor who submits a Bid deemed responsive and responsible agrees to supply that individual item at the price submitted on their Bid Form. The Vendors/Contractors will be utilized based on distance from each individual work site where the item will be used while also considering price and availability.
- In the event that the vendor first identified for utilization, based on price and distance from work site, cannot supply the item in the time frame or quantity requested to fulfill an order, the County reserves the right to order the item from the next vendor, based on price and distance from work site, and so on until the order can be fulfilled.



## 12. PRICING PROPOSAL

### ITB NO.23-T00028. - FDOT Compliant Limerock Re-bid

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.

### ITB 22-T00115/TPR FDOT COMPLIANT LIMEROCK

#### Bid Tab

Line Item	Description	Estimated Annual Quantity	Unit of Measure	Unit Cost	Annual Total	Three Year Total (Annual Total X 3)
1	FDOT Compliant Limerock Stabilized Base	50,000	ton			
TOTAL						

## 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, created pursuant to s. 215.4725 F.S. (Current Edition), or companies that are engaged in a boycott of Israel or companies engaged in business operations in Cuba or Syria.

As the person authorized to 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. [Please Provide 3 References](#)

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. These references must be for work performed within the past three (3) years.

#### 13.7. [Equipment and Facilities list \\*](#)

Please provide a List of equipment and facilities available to do work.

\*Response required

#### 13.8. [Personnel List \\*](#)

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

\*Response required

#### 13.9. [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

### 13.10. 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

### 13.11. 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

### 13.12. Sworn Statement

#### *13.12.1. 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

**13.12.2. *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**

### 13.13. Authorized Signatures/Negotiators

Authorized Signatures/Negotiators

#### *13.13.1. 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

#### *13.13.2. Type of Organization \**

Select your organization's type below

☐ Sole Proprietorship

☐ Joint Venture

☐ Corporation

☐ Partnership

\*Response required

#### *13.13.3. Company ID\**

Please Provide Your:

State of Incorporation and

Federal I.D. NO.

\*Response required

#### *13.13.4. W-9 Form \**

Please attach your completed W-9 Form

\*Response required

#### *13.13.5. 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

### 13.14. LOCAL VENDOR AFFIDAVIT OF ELIGIBILITY

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

#### *13.14.1. Local Vendor Affidavit - 12 Month Minimum*

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

☐ Please confirm

#### *13.14.2. Proof of Real Property Tax*

Please upload your proof of Real Property Tax

#### *13.14.3. Copy of Florida Division of Corporations Annual Report*

Please upload a copy of your Florida Division of Corporations Annual Report

#### *13.14.4. 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

### 13.15. QUALIFICATION SUBMITTAL REQUIREMENTS

#### *13.15.1. 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 at Substantial Completion or completed within the last seven (7) 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

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 ITB. Only projects that are complete or substantially complete as of the bid 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.

\*Response required

**13.15.2. EQUIPMENT LISTING \***

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

Please provide a listing of the equipment an whether or not if it's company-owned.

Example:

Description of Equipment -- Company Owned

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

\*Response required

### 13.16. HERNANDO COUNTY EMPLOYMENT DISCLOSURE CERTIFICATION STATEMENT

*13.16.1. 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

*13.16.2. 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

*13.16.3. Relatives and Former Hernando County Employees - Roles and Signatures*

Please download the below documents, complete, and upload.

- [Relatives and Former Hernan...](#)

*13.16.4. Please download the attached Solicitation-Offer-Award document and complete the offer portion, sign and submit with your bid.\**

Please download the below documents, complete, and upload.

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

\*Response required





County of Hernando  
Procurement Department  
Toni Brady, Chief Procurement Officer  
15470 Flight Path Drive, Brooksville, FL 34604

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**PROPOSAL DOCUMENT REPORT**

T No. 23-T00028

[FDOT Compliant Limerock Re-bid](#)

RESPONSE DEADLINE: January 25, 2023 at 3:00 pm

Report Generated: Friday, March 31, 2023

**West Florida Aggregates Proposal**

**CONTACT INFORMATION**

**Company:**

West Florida Aggregates

**Email:**

awest@mcagg.com

**Contact:**

Austin West

**Address:**

35553 Cortez Blvd  
Webster, FL 33597

**Phone:**

(352) 812-9029

**Website:**

[www.wfagg.com](http://www.wfagg.com)

**Submission Date:**

Jan 23, 2023 12:39 PM

**ADDENDA CONFIRMATION**

*No addenda issued*

**QUESTIONNAIRE**

### 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

1. Austin West / West Florida Aggregates

### 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, created pursuant to s. 215.4725 F.S. (Current Edition), or companies that are engaged in a boycott of Israel or companies engaged in business operations in Cuba or Syria.

As the person authorized to 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

#### **4. VENDOR/CONTRACTOR SURVEY (OTHER)**

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

No response submitted

#### **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. Please Provide 3 References**

*Pass*

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. These references must be for work performed within the past three (3) years.

1) JEA (Jacksonville Electric Authority) Northside Power Station, providing scrubber rock for power plant. Ongoing contract. Contact Michael Cross JEA Fuels Group [crosmj@jea.com](mailto:crosmj@jea.com) 2) OUC (Orlando Utilities Commission), Providing Scrubber Rock for power plant. 5-year contract. Contact Nathaniel Parker [naparker@ouc.com](mailto:naparker@ouc.com). 3) RIPA and Associates Project Channel, providing base rock for warehouse compound. Ongoing contract. Contact John Flinn VP [jflinn@ripaconstruction.com](mailto:jflinn@ripaconstruction.com)

#### **7. Equipment and Facilities list \***

*Pass*

Please provide a List of equipment and facilities available to do work.

West Florida Aggregates has a newly initiated plant which has been operational since November of 2022 providing giving us more capacity and reliability of materials. WFA has multiple quarry sized loaders and haul trucks which provide sufficient loading capabilities.

#### **8. Personnel List \***

*Pass*

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

Dave Jones General Manager. Billy Barnes Production Manager. Austin West Sales Manager. Alec Kohen QC Manager. Nick WFA Mine Manger.

## 9. 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

## 10. 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

#### **11. 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

#### **12. 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

**13. 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)

Austin West

Sales Manager

(352)812-9029

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.

38-3979500

W-9 FORM \*

*Pass*

Please attach your completed W-9 Form

WFA\_W-9.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.

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

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

LOCAL VENDOR AFFIDAVIT - 12 MONTH MINIMUM

*Pass*

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

Confirmed

PROOF OF REAL PROPERTY TAX

*Pass*

Please upload your proof of Real Property Tax

West\_FL\_Agg\_2022\_Prop\_Tax\_Bills-Hernando\_Cty.pdf

COPY OF FLORIDA DIVISION OF CORPORATIONS ANNUAL REPORT

*Pass*

Please upload a copy of your Florida Division of Corporations Annual Report

WFA\_annual\_report\_2022.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

**15. 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 at Substantial Completion or completed within the last seven (7) 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

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 ITB. Only projects that are complete or substantially complete as of the bid 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.

1) JEA (Jacksonville Electric Authority) Northside Power Station, providing scrubber rock for power plant. Ongoing contract. Contact Michael Cross JEA Fuels Group [crosmj@jea.com](mailto:crosmj@jea.com)

2) OUC (Orlando Utilities Commission), Providing Scrubber Rock for power plant. 5-year contract. Contact Nathaniel Parker [naparker@ouc.com](mailto:naparker@ouc.com).

3) RIPA and Associates Project Channel, providing base rock for warehouse compound. Ongoing contract. Contact John Flinn VP [jflinn@ripaconstruction.com](mailto:jflinn@ripaconstruction.com)

#### EQUIPMENT LISTING \*

*Pass*

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.

Please provide a listing of the equipment an whether or not if it's company-owned.

Example:

Description of Equipment -- Company Owned

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

West Florida Aggregates has a newly initiated plant which has been operational since November of 2022 providing giving us more capacity and reliability of materials. WFA has multiple quarry sized loaders and haul trucks which provide sufficient loading capabilities.

#### 16. 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

Please download the below documents, complete, and upload.

- [Relatives and Former Hernan...](#)

No response submitted

PLEASE DOWNLOAD THE ATTACHED SOLICITATION-OFFER-AWARD DOCUMENT AND COMPLETE THE OFFER PORTION, SIGN AND SUBMIT WITH YOUR BID.\*

*Pass*

Please download the below documents, complete, and upload.

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

Solicitation\_-\_Offer\_-\_Award\_Term.pdf

PRICE TABLES

ITB 22-T00115/TPR FDOT COMPLIANT LIMEROCK

Bid Tab

Line Item	Description	Estimated Annual Quantity	Unit of Measure	Unit Cost	Annual Total	Three Year Total (Annual Total X 3)
1	FDOT Compliant Limerock Stabilized Base	50,000	ton	\$12.00	\$600,000.00	
TOTAL					\$600,000.00	

## SOLICITATION - OFFER - AWARD


SOLICITATION NO: <b>23-T00028</b>	SOLICITATION TITLE: <b>FDOT COMPLIANT LIMEROCK</b>	DATE ISSUED: <b>JANUARY 4, 2023</b>	CONTRACT NO: <b>23-T00028</b>
ISSUED BY: <b>BOARD OF COUNTY COMMISSIONERS HERNANDO COUNTY, FLORIDA</b> John Allocco, Chairman Elizabeth Narverud, Vice Chairman Steve Champion, Second Vice Chairman Jerry Campbell Brian Hawkins		SUBMIT BID OFFER TO: <b>HERNANDO COUNTY PURCHASING AND CONTRACTS 15470 FLIGHT PATH DRIVE BROOKSVILLE, FL 34604</b>  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: <a href="http://secure.procurenow.com/portal/hermandocounty">http://secure.procurenow.com/portal/hermandocounty</a> , <b>UNTIL 3:00 P.M., LOCAL TIME ON FEBRUARY 1, 2023</b> . NO BID OFFERS WILL BE ACCEPTED AFTER THE ABOVE STIPULATED DATE AND TIME. THIS IS AN ADVERTISED SOLICITATION AND THE RESPONDING BIDDERS WILL BE PUBLICLY READ IN THE PURCHASING AND CONTRACTS CONFERENCE ROOM AT 15470 FLIGHT PATH DRIVE, BROOKSVILLE, FL 34604 <b>3:00 P.M. ON FEBRUARY 1, 2023</b> . 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 FDOT COMPLIANT LIMEROCK FOR THE HERNANDO COUNTY DEPARTMENT OF PUBLIC WORKS  SUBMIT PRICING ON BID FORM IN SECTION VI <small>(SEE ATTACHED SPECIFICATIONS)</small>	XX	XX	XX	\$ <u>600,000.00</u>

### OFFER

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

IN COMPLIANCE WITH THE ABOVE, THE UNDERSIGNED, BEING DULY AUTHORIZED TO SIGN THIS BID FOR THE BIDDER, AGREES THAT IF THIS OFFER IS ACCEPTED WITHIN <b>ONE HUNDRED TWENTY (90) DAYS</b> FROM THE BID OPENING DATE, TO FURNISH TO HERNANDO COUNTY ANY AND ALL ITEMS FOR WHICH PRICES ARE OFFERED IN THIS BID SOLICITATION AT THE PRICE(S) SO OFFERED, DELIVERED AT DESIGNATED POINT(S), WITHIN THE TIME PERIOD SPECIFIED, AND AT THE TERMS AND CONDITIONS SO STIPULATED IN THE SOLICITATION FOR BIDS.			
DISCOUNT FOR PROMPT PAYMENT: _____ % 10 CALENDAR DAYS _____ % 20 CALENDAR DAYS _____ % _____ CALENDAR DAYS			
BIDDER'S INFORMATION <b>West Florida Aggregates</b> <hr/> Company Name <b>35553 Cortez Blvd</b> <hr/> Address <b>Webster FL 33597</b> <hr/> City State Zip Code <b>(352) 812-9029 awest@mcagg.com</b> <hr/> Phone Number Fax Number Email Address		NAME AND TITLE OF PERSON AUTHORIZED TO SIGN BID OFFER: <hr/> BIDDER'S SIGNATURE <div style="text-align: center; font-size: 2em;">  </div> <hr/> OFFER DATE <div style="text-align: right;">01/23/2023</div>	

### AWARD

(TO BE COMPLETED BY COUNTY)

REVIEWED FOR LEGAL SUFFICIENCY: 12/07/22	LR NO.: 2022-630	BY: Victoria Anderson
ACCEPTED AS TO ITEM(S) NO:	AMOUNT:	ACCOUNTING CODE:
SUBMIT INVOICES TO:  <b>HERNANDO COUNTY DEPARTMENT OF PUBLIC WORKS 1525 EAST JEFFERSON STREET BROOKSVILLE, FL 34601</b>	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ACCEPTANCE AND AWARD FOR THE COUNTY:	
	SIGNATURE:	AWARD DATE:

**SALLY L. DANIEL, CFC**

HERNANDO COUNTY TAX COLLECTOR

352-754-4180

2022 Real Estate

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

KEY NUMBER

01357267

ESCROW CD

WWW.HERNANDOTAX.US

MILLAGE CODE

CWES

994  
1 of 17WEST FLORIDA AGGREGATES LLC  
1 OFFICE PARK CIR STE 300  
MOUNTAIN BRK, AL 35223-2530

PARCEL: R36 422 21 0000 0040 0010

SITUS: EQUESTRIAN TRL

PARCEL THAT PART OF SE 1/4 LYING E OF

DESC: RR LESS N 330FT

CNSRVTION EASE ORB 3145 PG 4

**\*\*All ownership changes must re-file for exemptions.****AD VALOREM TAXES**

TAXING AUTHORITY	TELEPHONE	MILLAGE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAXES LEVIED
COUNTY	352-754-4004	7.9105	4,620		4,620	36.55
PUBLIC SCHOOLS BY STATE LAW	352-797-7004	3.2770	4,620		4,620	15.14
PUBLIC SCHOOLS BY LOCAL BOARD	352-797-7004	3.2480	4,620		4,620	15.01
EMERGENCY MEDICAL SERVICES	352-754-4282	0.9100	4,620		4,620	4.20
STORMWATER MGMT PROGRAM	352-754-4004	0.1139	4,620		4,620	0.53
SW FL WATER MANAGEMENT DIST.	352-796-7211	0.2260	4,620		4,620	1.04

TOTAL MILLAGE 15.6854

AD VALOREM TAXES

72.47

**NON-AD VALOREM ASSESSMENTS**

LEVYING AUTHORITY	TELEPHONE	AMOUNT
036 H.C. FIRE/RESCUE DISTRICT	352-540-4353	103.29

**\*\*ALL TAXES BECOME DELINQUENT APRIL 1st.**

NON-AD VALOREM ASSESSMENTS

103.29

COMBINED TAXES AND ASSESSMENTS

175.76

See reverse side for important information

IF PAID >  
BYNOV 30  
168.73DEC 31  
170.49JAN 31  
172.24FEB 28  
174.00MAR 31  
175.76

IF PAID BY

**SALLY L. DANIEL, CFC**

HERNANDO COUNTY TAX COLLECTOR

352-754-4180

2022 Real Estate

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

KEY NUMBER

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CWES

WEST FLORIDA AGGREGATES LLC  
1 OFFICE PARK CIR STE 300  
MOUNTAIN BRK, AL 35223-2530

PARCEL: R36 422 21 0000 0040 0010

SITUS: EQUESTRIAN TRL

PARCEL THAT PART OF SE 1/4 LYING E OF

DESC: RR LESS N 330FT

CNSRVTION EASE ORB 3145 PG 4

Pay in U.S. funds to Sally L. Daniel, Hernando County Tax Collector 20 N. Main St. Room 112 Brooksville FL 34601-2892

IF PAID >  
BYNOV 30  
168.73DEC 31  
170.49JAN 31  
172.24FEB 28  
174.00MAR 31  
175.76

01 00000175760 0000000000 013572677

RETAIN THIS PORTION FOR YOUR RECORDS  
WALK-IN CUSTOMERS  
PLEASE BRING FOR RECEIPT

DO NOT WRITE ON BOTTOM PORTION

## IMPORTANT - PLEASE READ - INSTRUCTIONS AND INFORMATION

1. If you have **sold the property** described on this notice, please send this notice to the new owners or return it to the Tax Collector's Office immediately.
2. Please **verify the description** of the property. If any errors in the description are found, notify the Property Appraiser as soon as possible. This notice covers taxes for the calendar year, January 1 through December 31, of the year indicated on the front.
3. **Discounts** for early payment have been computed for you on the bottom of this notice. Please pay only one amount.  
Schedule of Discounts: 4% in November 3% in December 2% in January 1% in February  
Discounts are determined by postmark of payment.

4. Taxes and assessments, are due **November 1** and become **delinquent April 1**, at which time the law imposes the following additional charges.

For **real estate**, a 3% penalty is imposed on **April 1st** and an advertising charge is added during April.  
Tax sale certificates will be sold on all unpaid accounts on or before June 1st resulting in additional charges.

For **tangible personal property** taxes, interest accrues at 1½% per month plus advertising and fees. Tax warrants will be issued on all unpaid personal property taxes.

If the postmark indicates your payment was mailed **on or after April 1st** (delinquent date), the amount due is determined by the date your payment is **RECEIVED** by the Tax Collector.

5. If **paying by mail**, please **keep the top portion** of this bill along with your cancelled check. Please note, your taxes are not "paid" until your check clears the bank.
6. **Important Dates** to Remember:

January 1 – March 1	File any new exemptions with Property Appraiser
January 31	Deadline for Tax Deferral Application
March 31	Last day for tax payment without interest
April 30	Deadline for new applications for installment plan
November	Tax bills mailed

7. **Questions and Problems:**

**Tax Collector:** Responsible for preparation and mailing of tax notices based on information contained on the current taxroll certified by the Property Appraiser and Non-Ad Valorem assessments provided by the levying authorities.

**Property Appraiser: (Homestead Exemptions)** Responsible for preparation of the current ad valorem taxroll, assessed value, exemptions, taxable value, assessed owner(s) name and address, address changes, and legal property descriptions.

**Taxing Authorities:** Responsible for setting Ad Valorem Millage Rates.

**Levying Authorities:** Responsible for setting Non-Ad Valorem Assessments.

**Sally L. Daniel, Hernando County Tax Collector 20 N. Main St. Room 112 Brooksville FL 34601-2892 • 352-754-4180**

---

• Please detach and return this bottom part with your payment. Please do not write on bottom part of bill •



**SALLY L. DANIEL, CFC**

HERNANDO COUNTY TAX COLLECTOR

352-754-4180

2022 Real Estate

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

KEY NUMBER

00373713

ESCROW CD

WWW.HERNANDOTAX.US

MILLAGE CODE

CWES

WEST FLORIDA AGGREGATES LLC  
1 OFFICE PARK CIR STE 300  
MOUNTAIN BRK, AL 35223-2530

PARCEL: R36 422 21 7129 0000 00A0

SITUS: EQUESTRIAN TRL

PARCEL MILITANA - CLASS 1 SUB

DESC: 8.9 AC MOL IN SE1/4 OF NW1/4 &  
NE1/4 AKA TR A IN (S-98-017)

994  
2 of 17

**\*\*All ownership changes must re-file for exemptions.****AD VALOREM TAXES**

TAXING AUTHORITY	TELEPHONE	MILLAGE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAXES LEVIED
COUNTY	352-754-4004	7.9105	95,942		95,942	758.95
PUBLIC SCHOOLS BY STATE LAW	352-797-7004	3.2770	95,942		95,942	314.40
PUBLIC SCHOOLS BY LOCAL BOARD	352-797-7004	3.2480	95,942		95,942	311.61
EMERGENCY MEDICAL SERVICES	352-754-4282	0.9100	95,942		95,942	87.31
STORMWATER MGMT PROGRAM	352-754-4004	0.1139	95,942		95,942	10.93
SW FL WATER MANAGEMENT DIST.	352-796-7211	0.2260	95,942		95,942	21.68

TOTAL MILLAGE 15.6854

AD VALOREM TAXES

1,504.88

**NON-AD VALOREM ASSESSMENTS**

LEVYING AUTHORITY	TELEPHONE	AMOUNT
036 H.C. FIRE/RESCUE DISTRICT	352-540-4353	103.29

**\*\*ALL TAXES BECOME DELINQUENT APRIL 1st.**

NON-AD VALOREM ASSESSMENTS

103.29

COMBINED TAXES AND ASSESSMENTS

1,608.17

See reverse side for important information

IF PAID >  
BYNOV 30  
1,543.84DEC 31  
1,559.92JAN 31  
1,576.01FEB 28  
1,592.09MAR 31  
1,608.17

IF PAID BY

**SALLY L. DANIEL, CFC**

HERNANDO COUNTY TAX COLLECTOR

352-754-4180

2022 Real Estate

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

KEY NUMBER

00373713

ESCROW CD

WWW.HERNANDOTAX.US

MILLAGE CODE

CWES

WEST FLORIDA AGGREGATES LLC  
1 OFFICE PARK CIR STE 300  
MOUNTAIN BRK, AL 35223-2530

PARCEL: R36 422 21 7129 0000 00A0

SITUS: EQUESTRIAN TRL

PARCEL MILITANA - CLASS 1 SUB

DESC: 8.9 AC MOL IN SE1/4 OF NW1/4 &  
NE1/4 AKA TR A IN (S-98-017)

Pay in U.S. funds to Sally L. Daniel, Hernando County Tax Collector 20 N. Main St. Room 112 Brooksville FL 34601-2892

IF PAID >  
BYNOV 30  
1,543.84DEC 31  
1,559.92JAN 31  
1,576.01FEB 28  
1,592.09MAR 31  
1,608.17

01 00001608171 0000000000 003737134

RETAIN THIS PORTION FOR YOUR RECORDS  
WALK-IN CUSTOMERS  
PLEASE BRING FOR RECEIPT

DO NOT WRITE ON BOTTOM PORTION

## IMPORTANT - PLEASE READ - INSTRUCTIONS AND INFORMATION

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Discounts are determined by postmark of payment.

4. Taxes and assessments, are due **November 1** and become **delinquent April 1**, at which time the law imposes the following additional charges.

For **real estate**, a 3% penalty is imposed on April 1st and an advertising charge is added during April.  
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For **tangible personal property** taxes, interest accrues at 1½% per month plus advertising and fees. Tax warrants will be issued on all unpaid personal property taxes.

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January 31	Deadline for Tax Deferral Application
March 31	Last day for tax payment without interest
April 30	Deadline for new applications for installment <u>plan</u>
November	Tax bills mailed

7. **Questions and Problems:**

**Tax Collector:** Responsible for preparation and mailing of tax notices based on information contained on the current taxroll certified by the Property Appraiser and Non-Ad Valorem assessments provided by the levying authorities.

**Property Appraiser: (Homestead Exemptions)** Responsible for preparation of the current ad valorem taxroll, assessed value, exemptions, taxable value, assessed owner(s) name and address, address changes, and legal property descriptions.

**Taxing Authorities:** Responsible for setting Ad Valorem Millage Rates.

**Levying Authorities:** Responsible for setting Non-Ad Valorem Assessments.

**Sally L. Daniel, Hernando County Tax Collector 20 N. Main St. Room 112 Brooksville FL 34601-2892 • 352-754-4180**

• Please detach and return this bottom part with your payment. Please do not write on bottom part of bill •

**SALLY L. DANIEL, CFC**

HERNANDO COUNTY TAX COLLECTOR

352-754-4180

2022 Real Estate

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

KEY NUMBER

01385726

ESCROW CD

WWW.HERNANDOTAX.US

MILLAGE CODE

CWES

WEST FLORIDA AGGREGATES LLC  
1 OFFICE PARK CIR STE 300  
MOUNTAIN BRK, AL 35223-2530

PARCEL: R36 422 21 7129 0000 00B0  
SITUS: EQUESTRIAN TRL  
PARCEL MILITANA - CLASS 1 SUB  
DESC: 9.6 AC MOL IN SW1/4 OF NE1/4  
AKA TR B IN (S-98-017)

994  
3 of 17

**\*\*All ownership changes must re-file for exemptions.****AD VALOREM TAXES**

TAXING AUTHORITY	TELEPHONE	MILLAGE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAXES LEVIED
COUNTY	352-754-4004	7.9105	103,488		103,488	818.64
PUBLIC SCHOOLS BY STATE LAW	352-797-7004	3.2770	103,488		103,488	339.13
PUBLIC SCHOOLS BY LOCAL BOARD	352-797-7004	3.2480	103,488		103,488	336.13
EMERGENCY MEDICAL SERVICES	352-754-4282	0.9100	103,488		103,488	94.17
STORMWATER MGMT PROGRAM	352-754-4004	0.1139	103,488		103,488	11.79
SW FL WATER MANAGEMENT DIST.	352-796-7211	0.2260	103,488		103,488	23.39

TOTAL MILLAGE 15.6854

AD VALOREM TAXES

1,623.25

**NON-AD VALOREM ASSESSMENTS**

LEVYING AUTHORITY	TELEPHONE	AMOUNT
036 H.C. FIRE/RESCUE DISTRICT	352-540-4353	103.29

**\*\*ALL TAXES BECOME DELINQUENT APRIL 1st.**

NON-AD VALOREM ASSESSMENTS

103.29

COMBINED TAXES AND ASSESSMENTS

1,726.54

See reverse side for important information

IF PAID >  
BYNOV 30  
1,657.48DEC 31  
1,674.74JAN 31  
1,692.01FEB 28  
1,709.27MAR 31  
1,726.54

IF PAID BY

**SALLY L. DANIEL, CFC**

HERNANDO COUNTY TAX COLLECTOR

352-754-4180

2022 Real Estate

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

KEY NUMBER

01385726

ESCROW CD

WWW.HERNANDOTAX.US

MILLAGE CODE

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MOUNTAIN BRK, AL 35223-2530

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SITUS: EQUESTRIAN TRL  
PARCEL MILITANA - CLASS 1 SUB  
DESC: 9.6 AC MOL IN SW1/4 OF NE1/4  
AKA TR B IN (S-98-017)

RETURN WITH PAYMENT

DO NOT WRITE ON BOTTOM PORTION

Pay in U.S. funds to Sally L. Daniel, Hernando County Tax Collector 20 N. Main St. Room 112 Brooksville FL 34601-2892

IF PAID >  
BYNOV 30  
1,657.48DEC 31  
1,674.74JAN 31  
1,692.01FEB 28  
1,709.27MAR 31  
1,726.54

01 00001726545 0000000000 013857266

354

RETAIN THIS PORTION FOR YOUR RECORDS  
WALK-IN CUSTOMERS  
PLEASE BRING FOR RECEIPT

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**Sally L. Daniel, Hernando County Tax Collector 20 N. Main St. Room 112 Brooksville FL 34601-2892 • 352-754-4180**

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**SALLY L. DANIEL, CFC**

HERNANDO COUNTY TAX COLLECTOR

352-754-4180

2022 Real Estate

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

KEY NUMBER

01385735

ESCROW CD

WWW.HERNANDOTAX.US

MILLAGE CODE

CWES

WEST FLORIDA AGGREGATES LLC  
1 OFFICE PARK CIR STE 300  
MOUNTAIN BRK, AL 35223-2530

PARCEL: R36 422 21 7129 0000 00C0  
SITUS: EQUESTRIAN TRL  
PARCEL MILITANA - CLASS 1 SUB  
DESC: 9.3 AC MOL IN S1/2 OF NE1/4  
AKA TR C IN (S-98-017)

994  
4 of 17

**\*\*All ownership changes must re-file for exemptions.****AD VALOREM TAXES**

TAXING AUTHORITY	TELEPHONE	MILLAGE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAXES LEVIED
COUNTY	352-754-4004	7.9105	100,254		100,254	793.07
PUBLIC SCHOOLS BY STATE LAW	352-797-7004	3.2770	100,254		100,254	328.53
PUBLIC SCHOOLS BY LOCAL BOARD	352-797-7004	3.2480	100,254		100,254	325.62
EMERGENCY MEDICAL SERVICES	352-754-4282	0.9100	100,254		100,254	91.23
STORMWATER MGMT PROGRAM	352-754-4004	0.1139	100,254		100,254	11.42
SW FL WATER MANAGEMENT DIST.	352-796-7211	0.2260	100,254		100,254	22.66

TOTAL MILLAGE 15.6854

AD VALOREM TAXES

1,572.53

**NON-AD VALOREM ASSESSMENTS**

LEVYING AUTHORITY	TELEPHONE	AMOUNT
036 H.C. FIRE/RESCUE DISTRICT	352-540-4353	103.29

**\*\*ALL TAXES BECOME DELINQUENT APRIL 1st.**

NON-AD VALOREM ASSESSMENTS

103.29

COMBINED TAXES AND ASSESSMENTS

1,675.82

See reverse side for important information

IF PAID >  
BYNOV 30  
1,608.79DEC 31  
1,625.55JAN 31  
1,642.30FEB 28  
1,659.06MAR 31  
1,675.82

◀ IF PAID BY

**SALLY L. DANIEL, CFC**

HERNANDO COUNTY TAX COLLECTOR

352-754-4180

2022 Real Estate

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KEY NUMBER

01385735

ESCROW CD

WWW.HERNANDOTAX.US

MILLAGE CODE

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PARCEL: R36 422 21 7129 0000 00C0  
SITUS: EQUESTRIAN TRL  
PARCEL MILITANA - CLASS 1 SUB  
DESC: 9.3 AC MOL IN S1/2 OF NE1/4  
AKA TR C IN (S-98-017)

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IF PAID >  
BYNOV 30  
1,608.79DEC 31  
1,625.55JAN 31  
1,642.30FEB 28  
1,659.06MAR 31  
1,675.82

01 00001675829 0000000000 013857350

RETAIN THIS PORTION FOR YOUR RECORDS  
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**Sally L. Daniel, Hernando County Tax Collector 20 N. Main St. Room 112 Brooksville FL 34601-2892 • 352-754-4180**

• Please detach and return this bottom part with your payment. Please do not write on bottom part of bill •



**SALLY L. DANIEL, CFC**

HERNANDO COUNTY TAX COLLECTOR

352-754-4180

2022 Real Estate

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

KEY NUMBER

01385744

ESCROW CD

WWW.HERNANDOTAX.US

MILLAGE CODE

CWES

WEST FLORIDA AGGREGATES LLC  
1 OFFICE PARK CIR STE 300  
MOUNTAIN BRK, AL 35223-2530

PARCEL: R36 422 21 7129 0000 00D0  
SITUS: EQUESTRIAN TRL  
PARCEL MILITANA - CLASS 1 SUB  
DESC: 9.7 AC MOL IN SE1/4 OF NE1/4  
AKA TR D IN (S-98-017)

994  
5 of 17

**\*\*All ownership changes must re-file for exemptions.****AD VALOREM TAXES**

TAXING AUTHORITY	TELEPHONE	MILLAGE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAXES LEVIED
COUNTY	352-754-4004	7.9105	93,936		93,936	743.08
PUBLIC SCHOOLS BY STATE LAW	352-797-7004	3.2770	93,936		93,936	307.83
PUBLIC SCHOOLS BY LOCAL BOARD	352-797-7004	3.2480	93,936		93,936	305.10
EMERGENCY MEDICAL SERVICES	352-754-4282	0.9100	93,936		93,936	85.48
STORMWATER MGMT PROGRAM	352-754-4004	0.1139	93,936		93,936	10.70
SW FL WATER MANAGEMENT DIST.	352-796-7211	0.2260	93,936		93,936	21.23

TOTAL MILLAGE 15.6854

AD VALOREM TAXES

1,473.42

**NON-AD VALOREM ASSESSMENTS**

LEVYING AUTHORITY	TELEPHONE	AMOUNT
036 H.C. FIRE/RESCUE DISTRICT	352-540-4353	103.29

**\*\*ALL TAXES BECOME DELINQUENT APRIL 1st.**

NON-AD VALOREM ASSESSMENTS

103.29

COMBINED TAXES AND ASSESSMENTS

1,576.71

See reverse side for important information

IF PAID >  
BYNOV 30  
1,513.64DEC 31  
1,529.41JAN 31  
1,545.18FEB 28  
1,560.94MAR 31  
1,576.71

IF PAID BY

**SALLY L. DANIEL, CFC**

HERNANDO COUNTY TAX COLLECTOR

352-754-4180

2022 Real Estate

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

KEY NUMBER

01385744

ESCROW CD

WWW.HERNANDOTAX.US

MILLAGE CODE

CWES

WEST FLORIDA AGGREGATES LLC  
1 OFFICE PARK CIR STE 300  
MOUNTAIN BRK, AL 35223-2530

PARCEL: R36 422 21 7129 0000 00D0  
SITUS: EQUESTRIAN TRL  
PARCEL MILITANA - CLASS 1 SUB  
DESC: 9.7 AC MOL IN SE1/4 OF NE1/4  
AKA TR D IN (S-98-017)

Pay in U.S. funds to Sally L. Daniel, Hernando County Tax Collector 20 N. Main St. Room 112 Brooksville FL 34601-2892

IF PAID >  
BYNOV 30  
1,513.64DEC 31  
1,529.41JAN 31  
1,545.18FEB 28  
1,560.94MAR 31  
1,576.71

01 00001576711 0000000000 013857444

RETAIN THIS PORTION FOR YOUR RECORDS  
WALK-IN CUSTOMERS  
PLEASE BRING FOR RECEIPT

DO NOT WRITE ON BOTTOM PORTION

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**Sally L. Daniel, Hernando County Tax Collector 20 N. Main St. Room 112 Brooksville FL 34601-2892 • 352-754-4180**

---

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**SALLY L. DANIEL, CFC**

HERNANDO COUNTY TAX COLLECTOR

352-754-4180

2022 Real Estate

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

KEY NUMBER

01385753

ESCROW CD

WWW.HERNANDOTAX.US

MILLAGE CODE

CWES

WEST FLORIDA AGGREGATES LLC  
1 OFFICE PARK CIR STE 300  
MOUNTAIN BRK, AL 35223-2530

PARCEL: R36 422 21 7129 0000 00E0  
SITUS: EQUESTRIAN TRL  
PARCEL MILITANA - CLASS 1 SUB  
DESC: 9.7 AC MOL IN SE1/4 OF NE1/4  
AKA TR E IN (S-98-017)

994  
6 of 17

**\*\*All ownership changes must re-file for exemptions.****AD VALOREM TAXES**

TAXING AUTHORITY	TELEPHONE	MILLAGE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAXES LEVIED
COUNTY	352-754-4004	7.9105	62,046		62,046	490.82
PUBLIC SCHOOLS BY STATE LAW	352-797-7004	3.2770	62,046		62,046	203.32
PUBLIC SCHOOLS BY LOCAL BOARD	352-797-7004	3.2480	62,046		62,046	201.53
EMERGENCY MEDICAL SERVICES	352-754-4282	0.9100	62,046		62,046	56.46
STORMWATER MGMT PROGRAM	352-754-4004	0.1139	62,046		62,046	7.07
SW FL WATER MANAGEMENT DIST.	352-796-7211	0.2260	62,046		62,046	14.02

TOTAL MILLAGE 15.6854

AD VALOREM TAXES

973.22

**NON-AD VALOREM ASSESSMENTS**

LEVYING AUTHORITY	TELEPHONE	AMOUNT
036 H.C. FIRE/RESCUE DISTRICT	352-540-4353	103.29

**\*\*ALL TAXES BECOME DELINQUENT APRIL 1st.**

NON-AD VALOREM ASSESSMENTS

103.29

COMBINED TAXES AND ASSESSMENTS

1,076.51

See reverse side for important information

IF PAID >  
BYNOV 30  
1,033.45DEC 31  
1,044.21JAN 31  
1,054.98FEB 28  
1,065.74MAR 31  
1,076.51

IF PAID BY

**SALLY L. DANIEL, CFC**

HERNANDO COUNTY TAX COLLECTOR

352-754-4180

2022 Real Estate

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

KEY NUMBER

01385753

ESCROW CD

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MILLAGE CODE

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PARCEL MILITANA - CLASS 1 SUB  
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AKA TR E IN (S-98-017)

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IF PAID >  
BYNOV 30  
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1,065.74MAR 31  
1,076.51

01 00001076512 0000000000 013857538

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RETURN WITH PAYMENT

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***Property Appraiser: (Homestead Exemptions)*** Responsible for preparation of the current ad valorem taxroll, assessed value, exemptions, taxable value, assessed owner(s) name and address, address changes, and legal property descriptions.

***Taxing Authorities:*** Responsible for setting Ad Valorem Millage Rates.

***Levying Authorities:*** Responsible for setting Non-Ad Valorem Assessments.

**Sally L. Daniel, Hernando County Tax Collector 20 N. Main St. Room 112 Brooksville FL 34601-2892 • 352-754-4180**

• Please detach and return this bottom part with ***your*** payment. Please do not write on bottom part of bill •

**SALLY L. DANIEL, CFC**

HERNANDO COUNTY TAX COLLECTOR

352-754-4180

2022 Real Estate

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

KEY NUMBER

01310557

ESCROW CD

WWW.HERNANDOTAX.US

MILLAGE CODE

CWES

WEST FLORIDA AGGREGATES LLC  
1 OFFICE PARK CIR STE 300  
MOUNTAIN BRK, AL 35223-2530

PARCEL: R36 422 21 7129 0000 00F0  
SITUS: EQUESTRIAN TRL  
PARCEL MILITANA - CLASS 1 SUB  
DESC: 9.6 AC MOL IN NE1/4 OF SE1/4  
AKA TR F IN (S-98-017)

994  
7 of 17

**\*\*All ownership changes must re-file for exemptions.****AD VALOREM TAXES**

TAXING AUTHORITY	TELEPHONE	MILLAGE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAXES LEVIED
COUNTY	352-754-4004	7.9105	103,488		103,488	818.64
PUBLIC SCHOOLS BY STATE LAW	352-797-7004	3.2770	103,488		103,488	339.13
PUBLIC SCHOOLS BY LOCAL BOARD	352-797-7004	3.2480	103,488		103,488	336.13
EMERGENCY MEDICAL SERVICES	352-754-4282	0.9100	103,488		103,488	94.17
STORMWATER MGMT PROGRAM	352-754-4004	0.1139	103,488		103,488	11.79
SW FL WATER MANAGEMENT DIST.	352-796-7211	0.2260	103,488		103,488	23.39

TOTAL MILLAGE 15.6854

AD VALOREM TAXES

1,623.25

**NON-AD VALOREM ASSESSMENTS**

LEVYING AUTHORITY	TELEPHONE	AMOUNT
036 H.C. FIRE/RESCUE DISTRICT	352-540-4353	103.29

**\*\*ALL TAXES BECOME DELINQUENT APRIL 1st.**

NON-AD VALOREM ASSESSMENTS

103.29

COMBINED TAXES AND ASSESSMENTS

1,726.54

See reverse side for important information

IF PAID >  
BYNOV 30  
1,657.48DEC 31  
1,674.74JAN 31  
1,692.01FEB 28  
1,709.27MAR 31  
1,726.54

IF PAID BY

**SALLY L. DANIEL, CFC**

HERNANDO COUNTY TAX COLLECTOR

352-754-4180

2022 Real Estate

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AKA TR F IN (S-98-017)

RETURN WITH PAYMENT

Pay in U.S. funds to Sally L. Daniel, Hernando County Tax Collector 20 N. Main St. Room 112 Brooksville FL 34601-2892

IF PAID >  
BYNOV 30  
1,657.48DEC 31  
1,674.74JAN 31  
1,692.01FEB 28  
1,709.27MAR 31  
1,726.54

DO NOT WRITE ON BOTTOM PORTION

01 00001726545 0000000000 013105578

RETAIN THIS PORTION FOR YOUR RECORDS  
WALK-IN CUSTOMERS  
PLEASE BRING FOR RECEIPT

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**SALLY L. DANIEL, CFC**

HERNANDO COUNTY TAX COLLECTOR

352-754-4180

2022 Real Estate

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

KEY NUMBER

01385762

ESCROW CD

WWW.HERNANDOTAX.US

MILLAGE CODE

CWES

WEST FLORIDA AGGREGATES LLC  
1 OFFICE PARK CIR STE 300  
MOUNTAIN BRK, AL 35223-2530

PARCEL: R36 422 21 7129 0000 00G0  
SITUS: EQUESTRIAN TRL  
PARCEL MILITANA - CLASS 1 SUB  
DESC: 9.7 AC MOL IN NE1/4 OF SE1/4  
AKA TR G IN (S-98-017)

994  
8 of 17

**\*\*All ownership changes must re-file for exemptions.****AD VALOREM TAXES**

TAXING AUTHORITY	TELEPHONE	MILLAGE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAXES LEVIED
COUNTY	352-754-4004	7.9105	104,566		104,566	827.16
PUBLIC SCHOOLS BY STATE LAW	352-797-7004	3.2770	104,566		104,566	342.66
PUBLIC SCHOOLS BY LOCAL BOARD	352-797-7004	3.2480	104,566		104,566	339.64
EMERGENCY MEDICAL SERVICES	352-754-4282	0.9100	104,566		104,566	95.16
STORMWATER MGMT PROGRAM	352-754-4004	0.1139	104,566		104,566	11.91
SW FL WATER MANAGEMENT DIST.	352-796-7211	0.2260	104,566		104,566	23.63

TOTAL MILLAGE 15.6854

AD VALOREM TAXES

1,640.16

**NON-AD VALOREM ASSESSMENTS**

LEVYING AUTHORITY	TELEPHONE	AMOUNT
036 H.C. FIRE/RESCUE DISTRICT	352-540-4353	103.29

**\*\*ALL TAXES BECOME DELINQUENT APRIL 1st.**

NON-AD VALOREM ASSESSMENTS

103.29

**COMBINED TAXES AND ASSESSMENTS**

1,743.45

See reverse side for important information

IF PAID >  
BYNOV 30  
1,673.71DEC 31  
1,691.15JAN 31  
1,708.58FEB 28  
1,726.02MAR 31  
1,743.45

◀ IF PAID BY

**SALLY L. DANIEL, CFC**

HERNANDO COUNTY TAX COLLECTOR

352-754-4180

2022 Real Estate

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

KEY NUMBER

01385762

ESCROW CD

WWW.HERNANDOTAX.US

MILLAGE CODE

CWES

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1 OFFICE PARK CIR STE 300  
MOUNTAIN BRK, AL 35223-2530

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DESC: 9.7 AC MOL IN NE1/4 OF SE1/4  
AKA TR G IN (S-98-017)

RETURN WITH PAYMENT

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IF PAID >  
BYNOV 30  
1,673.71DEC 31  
1,691.15JAN 31  
1,708.58FEB 28  
1,726.02MAR 31  
1,743.45

DO NOT WRITE ON BOTTOM PORTION

01 00001743450 0000000000 013857622

364

RETAIN THIS PORTION FOR YOUR RECORDS  
**WALK-IN CUSTOMERS**  
PLEASE BRING FOR RECEIPT

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**Sally L. Daniel, Hernando County Tax Collector 20 N. Main St. Room 112 Brooksville FL 34601-2892 • 352-754-4180**

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**SALLY L. DANIEL, CFC**

HERNANDO COUNTY TAX COLLECTOR

352-754-4180

2022 Real Estate

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

KEY NUMBER

01385771

ESCROW CD

WWW.HERNANDOTAX.US

MILLAGE CODE

CWES

WEST FLORIDA AGGREGATES LLC  
1 OFFICE PARK CIR STE 300  
MOUNTAIN BRK, AL 35223-2530

PARCEL: R36 422 21 7129 0000 00H0  
SITUS: EQUESTRIAN TRL  
PARCEL MILITANA - CLASS 1 SUB  
DESC: 9.7 AC MOL IN NW1/4 OF SE1/4  
AKA TR H IN (S-98-017)

994  
9 of 17

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TAXING AUTHORITY	TELEPHONE	MILLAGE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAXES LEVIED
COUNTY	352-754-4004	7.9105	104,566		104,566	827.16
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PUBLIC SCHOOLS BY LOCAL BOARD	352-797-7004	3.2480	104,566		104,566	339.64
EMERGENCY MEDICAL SERVICES	352-754-4282	0.9100	104,566		104,566	95.16
STORMWATER MGMT PROGRAM	352-754-4004	0.1139	104,566		104,566	11.91
SW FL WATER MANAGEMENT DIST.	352-796-7211	0.2260	104,566		104,566	23.63

TOTAL MILLAGE 15.6854

AD VALOREM TAXES

1,640.16

**NON-AD VALOREM ASSESSMENTS**

LEVYING AUTHORITY	TELEPHONE	AMOUNT
036 H.C. FIRE/RESCUE DISTRICT	352-540-4353	103.29

**\*\*ALL TAXES BECOME DELINQUENT APRIL 1st.**

NON-AD VALOREM ASSESSMENTS

103.29

**COMBINED TAXES AND ASSESSMENTS**

1,743.45

See reverse side for important information

IF PAID >  
BYNOV 30  
1,673.71DEC 31  
1,691.15JAN 31  
1,708.58FEB 28  
1,726.02MAR 31  
1,743.45

IF PAID BY

**SALLY L. DANIEL, CFC**

HERNANDO COUNTY TAX COLLECTOR

352-754-4180

2022 Real Estate

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KEY NUMBER

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IF PAID >  
BYNOV 30  
1,673.71DEC 31  
1,691.15JAN 31  
1,708.58FEB 28  
1,726.02MAR 31  
1,743.45

01 00001743450 0000000000 013857716

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**SALLY L. DANIEL, CFC**

HERNANDO COUNTY TAX COLLECTOR

352-754-4180

2022 Real Estate

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

KEY NUMBER

01385780

ESCROW CD

WWW.HERNANDOTAX.US

MILLAGE CODE

CWES

WEST FLORIDA AGGREGATES LLC  
1 OFFICE PARK CIR STE 300  
MOUNTAIN BRK, AL 35223-2530

PARCEL: R36 422 21 7129 0000 0010

SITUS: EQUESTRIAN TRL

PARCEL MILITANA - CLASS 1 SUB

DESC: 8.3 AC MOL IN NW1/4 OF SE1/4

AKA TR I IN (S-98-017)

994

10 of 17

**\*\*All ownership changes must re-file for exemptions.****AD VALOREM TAXES**

TAXING AUTHORITY	TELEPHONE	MILLAGE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAXES LEVIED
COUNTY	352-754-4004	7.9105	89,474		89,474	707.78
PUBLIC SCHOOLS BY STATE LAW	352-797-7004	3.2770	89,474		89,474	293.21
PUBLIC SCHOOLS BY LOCAL BOARD	352-797-7004	3.2480	89,474		89,474	290.61
EMERGENCY MEDICAL SERVICES	352-754-4282	0.9100	89,474		89,474	81.42
STORMWATER MGMT PROGRAM	352-754-4004	0.1139	89,474		89,474	10.19
SW FL WATER MANAGEMENT DIST.	352-796-7211	0.2260	89,474		89,474	20.22

TOTAL MILLAGE 15.6854

AD VALOREM TAXES

1,403.43

**NON-AD VALOREM ASSESSMENTS**

LEVYING AUTHORITY	TELEPHONE	AMOUNT
036 H.C. FIRE/RESCUE DISTRICT	352-540-4353	103.29

**\*\*ALL TAXES BECOME DELINQUENT APRIL 1st.**

NON-AD VALOREM ASSESSMENTS

103.29

COMBINED TAXES AND ASSESSMENTS

1,506.72

See reverse side for important information

IF PAID >  
BYNOV 30  
1,446.45DEC 31  
1,461.52JAN 31  
1,476.59FEB 28  
1,491.65MAR 31  
1,506.72

IF PAID BY

**SALLY L. DANIEL, CFC**

HERNANDO COUNTY TAX COLLECTOR

352-754-4180

2022 Real Estate

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

KEY NUMBER

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ESCROW CD

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MILLAGE CODE

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IF PAID >  
BYNOV 30  
1,446.45DEC 31  
1,461.52JAN 31  
1,476.59FEB 28  
1,491.65MAR 31  
1,506.72

01 00001506723 0000000000 013857800

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**SALLY L. DANIEL, CFC**

HERNANDO COUNTY TAX COLLECTOR

352-754-4180

2022 Real Estate

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

KEY NUMBER

01381490

ESCROW CD

WWW.HERNANDOTAX.US

MILLAGE CODE

CWES

WEST FLORIDA AGGREGATES LLC  
1 OFFICE PARK CIR STE 300  
MOUNTAIN BRK, AL 35223-2530

PARCEL: R36 422 21 7129 0000 00J0  
SITUS: 35326 EQUESTRIAN TRL  
PARCEL MILITANA - CLASS 1 SUB  
DESC: 13.2 AC MOL IN SW1/4 OF NE1/4  
AKA TR J IN (S-98-017)  
DES IN ORB 1278 PG 1048

**\*\*All ownership changes must re-file for exemptions.****AD VALOREM TAXES**

TAXING AUTHORITY	TELEPHONE	MILLAGE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAXES LEVIED
COUNTY	352-754-4004	7.9105	207,621		207,621	1,642.39
PUBLIC SCHOOLS BY STATE LAW	352-797-7004	3.2770	232,375		232,375	761.49
PUBLIC SCHOOLS BY LOCAL BOARD	352-797-7004	3.2480	232,375		232,375	754.76
EMERGENCY MEDICAL SERVICES	352-754-4282	0.9100	207,621		207,621	188.94
STORMWATER MGMT PROGRAM	352-754-4004	0.1139	207,621		207,621	23.65
SW FL WATER MANAGEMENT DIST.	352-796-7211	0.2260	207,621		207,621	46.92

TOTAL MILLAGE 15.6854

AD VALOREM TAXES

3,418.15

**NON-AD VALOREM ASSESSMENTS**

LEVYING AUTHORITY	TELEPHONE	AMOUNT
036 H.C. FIRE/RESCUE DISTRICT	352-540-4353	253.11
099 SOLID WASTE DISPOSAL MSBU	352-754-4112	85.50

**\*\*ALL TAXES BECOME DELINQUENT APRIL 1st.**

NON-AD VALOREM ASSESSMENTS

338.61

COMBINED TAXES AND ASSESSMENTS

3,756.76

See reverse side for important information

IF PAID > BY	NOV 30 3,606.49	DEC 31 3,644.06	JAN 31 3,681.62	FEB 28 3,719.19	MAR 31 3,756.76
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◀ IF PAID BY

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352-754-4180

2022 Real Estate

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KEY NUMBER

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ESCROW CD

WWW.HERNANDOTAX.US

MILLAGE CODE

CWES

WEST FLORIDA AGGREGATES LLC  
1 OFFICE PARK CIR STE 300  
MOUNTAIN BRK, AL 35223-2530

PARCEL: R36 422 21 7129 0000 00J0  
SITUS: 35326 EQUESTRIAN TRL  
PARCEL MILITANA - CLASS 1 SUB  
DESC: 13.2 AC MOL IN SW1/4 OF NE1/4  
AKA TR J IN (S-98-017)  
DES IN ORB 1278 PG 1048

Pay in U.S. funds to Sally L. Daniel, Hernando County Tax Collector 20 N. Main St. Room 112 Brooksville FL 34601-2892

IF PAID > BY	NOV 30 3,606.49	DEC 31 3,644.06	JAN 31 3,681.62	FEB 28 3,719.19	MAR 31 3,756.76
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01 00003756762 0000000000 013814908

RETAIN THIS PORTION FOR YOUR RECORDS  
WALK-IN CUSTOMERS  
PLEASE BRING FOR RECEIPT

DO NOT WRITE ON BOTTOM PORTION

## IMPORTANT - PLEASE READ - INSTRUCTIONS AND INFORMATION

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2. Please **verify the description** of the property. If any errors in the description are found, notify the Property Appraiser as soon as possible. This notice **covers taxes for the calendar year, January 1 through December 31**, of the year indicated on the front.
3. **Discounts** for early payment have been computed for you on the bottom of this notice. Please pay only one amount.

Schedule of Discounts: 4% in November 3% in December 2% in January 1% in February

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For **tangible personal property** taxes, interest accrues at 1½% per month plus advertising and fees. Tax warrants will be issued on all unpaid personal property taxes.

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November	Tax bills mailed

### 7. **Questions and Problems:**

**Tax Collector:** Responsible for preparation and mailing of tax notices **based** on information contained on the current taxroll certified by the Property Appraiser and Non-Ad Valorem assessments provided by the levying authorities.

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**Taxing Authorities:** Responsible for setting Ad Valorem Millage Rates.

**Levying Authorities:** Responsible for setting Non-Ad Valorem Assessments.

**Sally L. Daniel, Hernando County Tax Collector 20 N. Main St. Room 112 Brooksville FL 34601-2892 • 352-754-4180**

---

• Please detach and return this bottom part with your payment. Please do not write on bottom part of bill •

KEY NUMBER

01385799

ESCROW CD

WWW.HERNANDOTAX.US

MILLAGE CODE

CWES

WEST FLORIDA AGGREGATES LLC  
1 OFFICE PARK CIR STE 300  
MOUNTAIN BRK, AL 35223-2530PARCEL: R36 422 21 7129 0000 00K0  
SITUS: EQUESTRIAN TRL  
PARCEL MILITANA - CLASS 1 SUB  
DESC: 8.8 AC MOL IN NE1/4 OF SW1/4  
AKA TR K IN (S-98-017)994  
12 of 17

\*\*All ownership changes must re-file for exemptions.

## AD VALOREM TAXES

TAXING AUTHORITY	TELEPHONE	MILLAGE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAXES LEVIED
COUNTY	352-754-4004	7.9105	94,864		94,864	750.41
PUBLIC SCHOOLS BY STATE LAW	352-797-7004	3.2770	94,864		94,864	310.87
PUBLIC SCHOOLS BY LOCAL BOARD	352-797-7004	3.2480	94,864		94,864	308.12
EMERGENCY MEDICAL SERVICES	352-754-4282	0.9100	94,864		94,864	86.33
STORMWATER MGMT PROGRAM	352-754-4004	0.1139	94,864		94,864	10.81
SW FL WATER MANAGEMENT DIST.	352-796-7211	0.2260	94,864		94,864	21.44

TOTAL MILLAGE 15.6854

AD VALOREM TAXES

1,487.98

## NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	TELEPHONE	AMOUNT
036 H.C. FIRE/RESCUE DISTRICT	352-540-4353	103.29

\*\*ALL TAXES BECOME DELINQUENT APRIL 1st.

NON-AD VALOREM ASSESSMENTS

103.29

COMBINED TAXES AND ASSESSMENTS

1,591.27

See reverse side for important information

IF PAID >  
BYNOV 30  
1,527.62DEC 31  
1,543.53JAN 31  
1,559.44FEB 28  
1,575.36MAR 31  
1,591.27

IF PAID BY

SALLY L. DANIEL, CFC  
HERNANDO COUNTY TAX COLLECTOR

352-754-4180

2022 Real Estate

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

KEY NUMBER

01385799

ESCROW CD

WWW.HERNANDOTAX.US

MILLAGE CODE

CWES

WEST FLORIDA AGGREGATES LLC  
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IF PAID >  
BYNOV 30  
1,527.62DEC 31  
1,543.53JAN 31  
1,559.44FEB 28  
1,575.36MAR 31  
1,591.27

01 00001591275 0000000000 013857994

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**Sally L. Daniel, Hernando County Tax Collector 20 N. Main St. Room 112 Brooksville FL 34601-2892 • 352-754-4180**

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**SALLY L. DANIEL, CFC**

HERNANDO COUNTY TAX COLLECTOR

352-754-4180

2022 Real Estate

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

KEY NUMBER

00394068

ESCROW CD

WWW.HERNANDOTAX.US

MILLAGE CODE

CWES

WEST FLORIDA AGGREGATES LLC  
1 OFFICE PARK CIR STE 300  
MOUNTAIN BRK, AL 35223-2530

PARCEL: R01 423 21 0000 0040 0000

SITUS: CORTEZ BLVD

PARCEL THAT PART OF E1/4 LYING E OF

DESC: RR

CNSRVTION EASE ORB 3145 PG 4

994  
13 of 17**\*\*All ownership changes must re-file for exemptions.****AD VALOREM TAXES**

TAXING AUTHORITY	TELEPHONE	MILLAGE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAXES LEVIED
COUNTY	352-754-4004	7.9105	20,461		20,461	161.85
PUBLIC SCHOOLS BY STATE LAW	352-797-7004	3.2770	20,461		20,461	67.05
PUBLIC SCHOOLS BY LOCAL BOARD	352-797-7004	3.2480	20,461		20,461	66.45
EMERGENCY MEDICAL SERVICES	352-754-4282	0.9100	20,461		20,461	18.62
STORMWATER MGMT PROGRAM	352-754-4004	0.1139	20,461		20,461	2.33
SW FL WATER MANAGEMENT DIST.	352-796-7211	0.2260	20,461		20,461	4.62

TOTAL MILLAGE 15.6854

AD VALOREM TAXES

320.92

**NON-AD VALOREM ASSESSMENTS**

LEVYING AUTHORITY	TELEPHONE	AMOUNT
036 H.C. FIRE/RESCUE DISTRICT	352-540-4353	103.29

**\*\*ALL TAXES BECOME DELINQUENT APRIL 1st.**

NON-AD VALOREM ASSESSMENTS

103.29

COMBINED TAXES AND ASSESSMENTS

424.21

See reverse side for important information

IF PAID >  
BYNOV 30  
407.24DEC 31  
411.48JAN 31  
415.73FEB 28  
419.97MAR 31  
424.21

◀ IF PAID BY

**SALLY L. DANIEL, CFC**

HERNANDO COUNTY TAX COLLECTOR

352-754-4180

2022 Real Estate

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

KEY NUMBER

00394068

ESCROW CD

WWW.HERNANDOTAX.US

MILLAGE CODE

CWES

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1 OFFICE PARK CIR STE 300  
MOUNTAIN BRK, AL 35223-2530

PARCEL: R01 423 21 0000 0040 0000

SITUS: CORTEZ BLVD

PARCEL THAT PART OF E1/4 LYING E OF

DESC: RR

CNSRVTION EASE ORB 3145 PG 4

Pay in U.S. funds to Sally L. Daniel, Hernando County Tax Collector 20 N. Main St. Room 112 Brooksville FL 34601-2892

IF PAID >  
BYNOV 30  
407.24DEC 31  
411.48JAN 31  
415.73FEB 28  
419.97MAR 31  
424.21

01 00000424217 0000000000 003940688

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**Sally L. Daniel, Hernando County Tax Collector 20 N. Main St. Room 112 Brooksville FL 34601-2892 • 352-754-4180**

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**SALLY L. DANIEL, CFC**

HERNANDO COUNTY TAX COLLECTOR

352-754-4180

2022 Real Estate

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

KEY NUMBER

00394086

ESCROW CD

WWW.HERNANDOTAX.US

MILLAGE CODE

CWES

WEST FLORIDA AGGREGATES LLC  
1 OFFICE PARK CIR STE 300  
MOUNTAIN BRK, AL 35223-2530PARCEL: R01 423 21 0000 0060 0000  
SITUS: 35553 CORTEZ BLVD  
PARCEL 416.2 AC MOL N OF SR 50  
DESC: AND W OF RR & 128.3 AC MOL  
IN SE1/4 OF SEC 36-22-21  
LYING W OF RR**\*\*All ownership changes must re-file for exemptions.****AD VALOREM TAXES**

TAXING AUTHORITY	TELEPHONE	MILLAGE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAXES LEVIED
COUNTY	352-754-4004	7.9105	1,356,532		1,356,532	10,730.85
PUBLIC SCHOOLS BY STATE LAW	352-797-7004	3.2770	1,454,302		1,454,302	4,765.75
PUBLIC SCHOOLS BY LOCAL BOARD	352-797-7004	3.2480	1,454,302		1,454,302	4,723.57
EMERGENCY MEDICAL SERVICES	352-754-4282	0.9100	1,356,532		1,356,532	1,234.44
STORMWATER MGMT PROGRAM	352-754-4004	0.1139	1,356,532		1,356,532	154.51
SW FL WATER MANAGEMENT DIST.	352-796-7211	0.2260	1,356,532		1,356,532	306.58

TOTAL MILLAGE 15.6854

AD VALOREM TAXES

21,915.70

**NON-AD VALOREM ASSESSMENTS**

LEVYING AUTHORITY	TELEPHONE	AMOUNT
036 H.C. FIRE/RESCUE DISTRICT	352-540-4353	550.46

**\*\*ALL TAXES BECOME DELINQUENT APRIL 1st.**

NON-AD VALOREM ASSESSMENTS

550.46

COMBINED TAXES AND ASSESSMENTS

22,466.16

See reverse side for important information

IF PAID >  
BYNOV 30  
21,567.51DEC 31  
21,792.18JAN 31  
22,016.84FEB 28  
22,241.50MAR 31  
22,466.16

◀ IF PAID BY

**SALLY L. DANIEL, CFC**

HERNANDO COUNTY TAX COLLECTOR

352-754-4180

2022 Real Estate

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

KEY NUMBER

00394086

ESCROW CD

WWW.HERNANDOTAX.US

MILLAGE CODE

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MOUNTAIN BRK, AL 35223-2530PARCEL: R01 423 21 0000 0060 0000  
SITUS: 35553 CORTEZ BLVD  
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IN SE1/4 OF SEC 36-22-21  
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Pay in U.S. funds to Sally L. Daniel, Hernando County Tax Collector 20 N. Main St. Room 112 Brooksville FL 34601-2892

IF PAID >  
BYNOV 30  
21,567.51DEC 31  
21,792.18JAN 31  
22,016.84FEB 28  
22,241.50MAR 31  
22,466.16

01 00022466169 0000000000 003940866

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**Sally L. Daniel, Hernando County Tax Collector 20 N. Main St. Room 112 Brooksville FL 34601-2892 • 352-754-4180**

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**SALLY L. DANIEL, CFC**

HERNANDO COUNTY TAX COLLECTOR

352-754-4180

2022 Real Estate

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

KEY NUMBER

01357294

ESCROW CD

WWW.HERNANDOTAX.US

MILLAGE CODE

CWES

WEST FLORIDA AGGREGATES LLC  
1 OFFICE PARK CIR STE 300  
MOUNTAIN BRK, AL 35223-2530

PARCEL: R12 423 21 0000 0010 0060

SITUS: CORTEZ BLVD

PARCEL THAT PART OF NE1/4 LYING N OF

DESC: HWY 50 &amp; E OF RR &amp; LESS S30 FT

MOL DES IN ORB 3930 PG 1810

994  
15 of 17

**\*\*All ownership changes must re-file for exemptions.****AD VALOREM TAXES**

TAXING AUTHORITY	TELEPHONE	MILLAGE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAXES LEVIED
COUNTY	352-754-4004	7.9105	11,550		11,550	91.37
PUBLIC SCHOOLS BY STATE LAW	352-797-7004	3.2770	11,550		11,550	37.85
PUBLIC SCHOOLS BY LOCAL BOARD	352-797-7004	3.2480	11,550		11,550	37.52
EMERGENCY MEDICAL SERVICES	352-754-4282	0.9100	11,550		11,550	10.51
STORMWATER MGMT PROGRAM	352-754-4004	0.1139	11,550		11,550	1.32
SW FL WATER MANAGEMENT DIST.	352-796-7211	0.2260	11,550		11,550	2.61

TOTAL MILLAGE 15.6854

AD VALOREM TAXES

181.18

**NON-AD VALOREM ASSESSMENTS**

LEVYING AUTHORITY	TELEPHONE	AMOUNT
036 H.C. FIRE/RESCUE DISTRICT	352-540-4353	103.29

**\*\*ALL TAXES BECOME DELINQUENT APRIL 1st.**

NON-AD VALOREM ASSESSMENTS

103.29

COMBINED TAXES AND ASSESSMENTS

284.47

See reverse side for important information

IF PAID >  
BYNOV 30  
273.09DEC 31  
275.94JAN 31  
278.78FEB 28  
281.63MAR 31  
284.47

IF PAID BY

**SALLY L. DANIEL, CFC**

HERNANDO COUNTY TAX COLLECTOR

352-754-4180

2022 Real Estate

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

KEY NUMBER

01357294

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SITUS: CORTEZ BLVD

PARCEL THAT PART OF NE1/4 LYING N OF

DESC: HWY 50 &amp; E OF RR &amp; LESS S30 FT

MOL DES IN ORB 3930 PG 1810

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273.09DEC 31  
275.94JAN 31  
278.78FEB 28  
281.63MAR 31  
284.47

01 00000284473 0000000000 013572949

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KEY NUMBER

01357301

ESCROW CD

WWW.HERNANDOTAX.US

MILLAGE CODE

CWES

WEST FLORIDA AGGREGATES LLC  
1 OFFICE PARK CIR STE 300  
MOUNTAIN BRK, AL 35223-2530

PARCEL: R12 423 21 0000 0010 0070

SITUS: CORTEZ BLVD

PARCEL THAT PART OF NE1/4 LYING N OF

DESC: HWY 50 &amp; W OF RR

994  
16 of 17

\*\*All ownership changes must re-file for exemptions.

## AD VALOREM TAXES

TAXING AUTHORITY	TELEPHONE	MILLAGE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAXES LEVIED
COUNTY	352-754-4004	7.9105	1,840		1,840	14.55
PUBLIC SCHOOLS BY STATE LAW	352-797-7004	3.2770	1,995		1,995	6.54
PUBLIC SCHOOLS BY LOCAL BOARD	352-797-7004	3.2480	1,995		1,995	6.48
EMERGENCY MEDICAL SERVICES	352-754-4282	0.9100	1,840		1,840	1.67
STORMWATER MGMT PROGRAM	352-754-4004	0.1139	1,840		1,840	0.21
SW FL WATER MANAGEMENT DIST.	352-796-7211	0.2260	1,840		1,840	0.42

TOTAL MILLAGE 15.6854

AD VALOREM TAXES

29.87

## NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY

TELEPHONE

AMOUNT

\*\*ALL TAXES BECOME DELINQUENT APRIL 1st.

NON-AD VALOREM ASSESSMENTS

COMBINED TAXES AND ASSESSMENTS

29.87

See reverse side for important information

IF PAID >  
BYNOV 30  
28.68DEC 31  
28.97JAN 31  
29.27FEB 28  
29.57MAR 31  
29.87

IF PAID BY

SALLY L. DANIEL, CFC

HERNANDO COUNTY TAX COLLECTOR

352-754-4180

2022 Real Estate

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

KEY NUMBER

01357301

ESCROW CD

WWW.HERNANDOTAX.US

MILLAGE CODE

CWES

WEST FLORIDA AGGREGATES LLC  
1 OFFICE PARK CIR STE 300  
MOUNTAIN BRK, AL 35223-2530

PARCEL: R12 423 21 0000 0010 0070

SITUS: CORTEZ BLVD

PARCEL THAT PART OF NE1/4 LYING N OF

DESC: HWY 50 &amp; W OF RR

Pay in U.S. funds to Sally L. Daniel, Hernando County Tax Collector 20 N. Main St. Room 112 Brooksville FL 34601-2892

IF PAID >  
BYNOV 30  
28.68DEC 31  
28.97JAN 31  
29.27FEB 28  
29.57MAR 31  
29.87

01 00000029874 0000000000 013573016

RETAIN THIS PORTION FOR YOUR RECORDS  
WALK-IN CUSTOMERS  
PLEASE BRING FOR RECEIPT

DO NOT WRITE ON BOTTOM PORTION

## IMPORTANT - PLEASE READ - INSTRUCTIONS AND INFORMATION

1. If you have **sold the property** described on this notice, please send this notice to the new owners or return it to the Tax Collector's Office immediately.
2. Please **verify the description** of the property. If any errors in the description are found, notify the Property Appraiser as soon as possible. This notice covers taxes for the calendar year, January 1 through December 31, of the year indicated on the front.

3. **Discounts** for early payment have been computed for you on the bottom of this notice. Please pay only one amount.

Schedule of Discounts: 4% in November 3% in December 2% in January 1% in February

Discounts are determined by postmark of payment.

4. Taxes and assessments, are due **November 1** and become **delinquent April 1**, at which time the law imposes the following additional charges.

For **real estate**, a 3% penalty is imposed on **April 1st** and an advertising charge is added during April.

Tax sale certificates will be sold on all unpaid **accounts on or before June 1st** resulting in additional charges.

For **tangible personal property** taxes, interest accrues at **1½%** per month plus advertising and fees. Tax warrants will be issued on all unpaid personal property taxes.

If the postmark indicates your payment was mailed on or after April 1st (delinquent date), the amount due is determined by the date your payment is **RECEIVED** by the Tax Collector.

5. If **paying by mail**, please **keep the top portion** of this bill along with your cancelled check. Please note, your taxes are not "paid" until your check clears the bank.

6. **Important Dates** to Remember:

January 1 -- March 1	File any new exemptions with Property Appraiser
January 31	Deadline for Tax Deferral Application
March 31	Last day for tax payment without interest
April 30	Deadline for new applications for installment plan
November	Tax bills mailed

7. **Questions and Problems:**

**Tax Collector:** Responsible for preparation and mailing of tax notices based on information contained on the current taxroll certified by the Property Appraiser and Non-Ad Valorem assessments provided by the levying authorities.

**Property Appraiser: (Homestead Exemptions)** Responsible for preparation of the current ad valorem taxroll, assessed value, exemptions, taxable value, assessed owner(s) name and address, address changes, and legal property descriptions.

**Taxing Authorities:** Responsible for setting Ad Valorem Millage Rates.

**Levying Authorities:** Responsible for setting Non-Ad Valorem Assessments.

**Sally L. Daniel, Hernando County Tax Collector 20 N. Main St. Room 112 Brooksville FL 34601-2892 • 352-754-4180**

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• Please detach and return this bottom part with your payment. Please do not write on bottom part of bill •



**SALLY L. DANIEL, CFC**

HERNANDO COUNTY TAX COLLECTOR

352-754-4180

2022 Real Estate

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

KEY NUMBER

00396985

ESCROW CD

WWW.HERNANDOTAX.US

MILLAGE CODE

CWES

WEST FLORIDA AGGREGATES LLC  
1 OFFICE PARK CIR STE 300  
MOUNTAIN BRK, AL 35223-2530PARCEL: R06 423 22 0000 0010 0000  
SITUS: 36105 CORTEZ BLVD  
PARCEL W 1/2 OF W 1/2 LESS ST RD  
DESC: R/W OR 395 PG 693  
AND A PARCEL LOCATED IN  
\*\*\* CONTINUED \*\*\*994  
17 of 17**\*\*All ownership changes must re-file for exemptions.****AD VALOREM TAXES**

TAXING AUTHORITY	TELEPHONE	MILLAGE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAXES LEVIED
COUNTY	352-754-4004	7.9105	266,644		266,644	2,109.28
PUBLIC SCHOOLS BY STATE LAW	352-797-7004	3.2770	293,362		293,362	961.35
PUBLIC SCHOOLS BY LOCAL BOARD	352-797-7004	3.2480	293,362		293,362	952.83
EMERGENCY MEDICAL SERVICES	352-754-4282	0.9100	266,644		266,644	242.65
STORMWATER MGMT PROGRAM	352-754-4004	0.1139	266,644		266,644	30.37
SW FL WATER MANAGEMENT DIST.	352-796-7211	0.2260	266,644		266,644	60.26

TOTAL MILLAGE 15.6854

AD VALOREM TAXES

4,356.74

**NON-AD VALOREM ASSESSMENTS**

LEVYING AUTHORITY	TELEPHONE	AMOUNT
036 H.C. FIRE/RESCUE DISTRICT	352-540-4353	253.11
099 SOLID WASTE DISPOSAL MSBU	352-754-4112	85.50

**\*\*ALL TAXES BECOME DELINQUENT APRIL 1st.**

NON-AD VALOREM ASSESSMENTS

338.61

COMBINED TAXES AND ASSESSMENTS

4,695.35

See reverse side for important information

IF PAID >  
BYNOV 30  
4,507.54DEC 31  
4,554.49JAN 31  
4,601.44FEB 28  
4,648.40MAR 31  
4,695.35

IF PAID BY

**SALLY L. DANIEL, CFC**

HERNANDO COUNTY TAX COLLECTOR

352-754-4180

2022 Real Estate

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

KEY NUMBER

00396985

ESCROW CD

WWW.HERNANDOTAX.US

MILLAGE CODE

CWES

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SITUS: 36105 CORTEZ BLVD  
PARCEL W 1/2 OF W 1/2 LESS ST RD  
DESC: R/W OR 395 PG 693  
AND A PARCEL LOCATED IN  
\*\*\* CONTINUED \*\*\*

RETURN WITH PAYMENT

Pay in U.S. funds to Sally L. Daniel, Hernando County Tax Collector 20 N. Main St. Room 112 Brooksville FL 34601-2892

IF PAID >  
BYNOV 30  
4,507.54DEC 31  
4,554.49JAN 31  
4,601.44FEB 28  
4,648.40MAR 31  
4,695.35

DO NOT WRITE ON BOTTOM PORTION

01 00004695356 0000000000 003969850

382

RETAIN THIS PORTION FOR YOUR RECORDS  
WALK-IN CUSTOMERS  
PLEASE BRING FOR RECEIPT

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**Property Appraiser: (Homestead Exemptions)** Responsible for preparation of the current ad valorem taxroll, assessed value, exemptions, taxable value, assessed owner(s) name and address, address changes, and legal property descriptions.

**Taxing Authorities:** Responsible for setting Ad Valorem Millage Rates.

**Levying Authorities:** Responsible for setting Non-Ad Valorem Assessments.

**Sally L. Daniel, Hernando County Tax Collector 20 N. Main St. Room 112 Brooksville FL 34601-2892 • 352-754-4180**

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• Please detach and return this bottom part with your payment. Please do not write on bottom part of bill •

# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>West Florida Aggregates, LLC.</b>		
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. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <b>C</b> 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. <input type="checkbox"/> 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. <b>35553 Cortez Blvd</b>	Requester's name and address (optional)	
6 City, state, and ZIP code <b>Webster, Florida 33597</b>		
7 List account number(s) here (optional)		

## 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								
3	8		-	3	9	7	9	5 0 0

## Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ► <i>Glen Smith</i>	Date ►
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## 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](http://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.

**2022 FOREIGN LIMITED LIABILITY COMPANY ANNUAL REPORT**

DOCUMENT# M15000009090

**Entity Name:** WEST FLORIDA AGGREGATES, LLC

**Current Principal Place of Business:**

ONE OFFICE PARK CIRCLE STE 300  
BIRMINGHAM, AL 35223

**Current Mailing Address:**

ONE OFFICE PARK CIRCLE STE 300  
BIRMINGHAM, AL 35223 US

**FEI Number:** 38-3979500

**Certificate of Status Desired:** No

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

CT CORPORATION  
1200 S PINE ISLAND ROAD STE 250  
PLANTATION, FL 33324 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:**

Electronic Signature of Registered Agent

Date

**Authorized Person(s) Detail :**

Title P  
Name MCDONALD, WILLIAM  
Address ONE OFFICE PARK CIRCLE STE 300  
City-State-Zip: BIRMINGHAM AL 35223

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

**SIGNATURE:** WILLIAM MCDONALD JR

**PRESIDENT**

**04/29/2022**

Electronic Signature of Signing Authorized Person(s) Detail

Date

**ACORD**<sup>TM</sup>**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

04/03/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>Marsh &amp; McLennan Agency LLC</b> <b>10 Inverness Center Pkwy</b> <b>Suite 400</b> <b>Birmingham, AL 35242</b>		<b>CONTACT NAME:</b> <b>Melissa Fitts</b> <b>PHONE (A/C, No, Ext):</b> <b>205 969-2131</b> <b>FAX (A/C, No):</b> <b>205 969-1034</b> <b>E-MAIL ADDRESS:</b> <b>Melissa.Fitts@MarshMMA.com</b>	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A : Pacific Indemnity Company</b>	
		<b>INSURER B : Berkley Casualty Company</b>	
		<b>INSURER C : ACE American Insurance Company</b>	
		<b>INSURER D : Federal Insurance Company</b>	
		<b>INSURER E :</b>	
		<b>INSURER F :</b>	

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <b>X BI/PD Ded:5,000</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			<b>37115542</b>	<b>12/15/2022</b>	<b>12/15/2023</b>	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
<b>D</b>	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			<b>73591996</b>	<b>12/15/2022</b>	<b>12/15/2023</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
<b>B</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N <b>N</b> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<b>N/A</b>	<b>AMWC119710</b>	<b>12/15/2022</b>	<b>12/15/2023</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>\$1,000,000</b>
<b>C</b>	<b>CL Pollution</b>			<b>G71194887005</b>	<b>12/04/2022</b>	<b>12/04/2023</b>	<b>\$1,000,000 Each Loss</b> <b>\$2,000,000 Aggregate</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

**Hernando County Bocc**  
**15470 Flight Path Dr.**  
**Brooksville, FL 34604**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*PETER J. KRAUSE*



## DEPARTMENT OF PURCHASING AND CONTRACTS

15470 FLIGHT PATH DRIVE ♦ BROOKSVILLE, FLORIDA 34604

P 352.754.4020 ♦ F 352.754.4199 ♦ W [www.HernandoCounty.us](http://www.HernandoCounty.us)

### AMENDMENT NO. ONE (1)

TO

**CONTRACT NO. 23-T00028**

FOR

### **FDOT COMPLIANT LIMEROCK RE-BID**

The following changes are hereby made a part of the Contract Documents for the **CONTRACT NO. 23-T00028 – FDOT COMPLIANT LIMEROCK RE-BID**, located in Hernando County, as fully and completely as if the same were fully set forth therein:

Section 8 Paragraph 35. INSURANCE REQUIREMENTS is hereby revised as follows:

1. Remove item **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.”*
2. Remove item **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 agree 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 re-loss basis.”*

All other terms and conditions shall remain the same.

WEST FLORIDA AGGREGATES

\_\_\_\_\_  
Authorized Signature

Date Issued: 4/10/23.

BOARD OF COUNTY COMMISSIONERS  
HERNANDO COUNTY

\_\_\_\_\_  
John Allocco, Chairman  
Hernando Board of County Commissioners  
Hernando County, Florida

Approved as to Form  
and Legal Sufficiency

By: Victoria Anderson  
County Attorney's Office





## Board of County Commissioners

### AGENDA ITEM

Meeting: 05/09/2023  
Department: Procurement Department  
Prepared By: Stefanie Faber  
Initiator: Toni Brady  
DOC ID: 12166  
Legal Request Number: 2023-18-1  
Bid/Contract Number: 23-CG0215/JG

---

#### TITLE

Award of Contract to Goodwin Bros. Construction, Inc., for Infrastructure Construction of Dr. Dennis Wilfong Center for Success (Contract No. 23-CG0215/JG)

#### BRIEF OVERVIEW

On March 8, 2023, the Procurement Department issued an Invitation to Bid (ITB No. 23 CG0215/JG) to obtain bids for the construction of the infrastructure of the Dr. Dennis Wilfong Center for Success/Infrastructure - Rebid. The Dr. Dennis Wilfong Center for Success provides for several future building projects by way of installment of the infrastructure.

Three (3) submissions were received on the opening date of April 10, 2023, from the following firms (in alphabetical order):

#### FIRM NAME LOCATION

- B.R.W. Contracting, Inc., Land O Lakes, FL
- C. W. Roberts Contracting, Inc., Wildwood, FL
- Goodwin Bros. Construction, Inc., Brooksville, FL

Erik van de Boogaard, Construction Projects Coordinator, reviewed and evaluated the three (3) submissions as follows:

FIRM NAME	LOCATION	TOTAL AMOUNT
Goodwin Bros. Construction, Inc.	Brooksville, FL	\$1,894,666.20
B.R.W. Contracting, Inc.	Land O Lakes, FL	\$1,910,100.00
C. W. Roberts Contracting, Inc.	Wildwood, FL	\$3,864,301.80

The Construction Projects Coordinator recommends approval of a contract award to Goodwin Bros. Construction, Inc., on the basis that pricing is within the estimated project amount and the Bidder is qualified to perform the work based on past projects completed for the County with similar scope and costs.

The bids were evaluated based on conformance with specifications and the Bidders' ability to perform the Contract in accordance with the terms, conditions, and specifications required. The responses were found to be responsive and responsible. Staff is recommending award to Goodwin Bros. Construction, Inc. The Recommendation for Award Memo is attached.

The Chief Procurement Officer has reviewed this requirement for conformance to the Hernando County Procurement Ordinance and the Hernando County Procurement Department Policies and Procedures.

#### FINANCIAL IMPACT

Funding to award the contract in the amount of \$1,894,666.20 is available in Account No.

0011-31001-5606201, BLDGS-CONSTN AND/OR IMP.

## 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 that the Board approve and authorize the Chairman's signature on the attached Contract for ITB No. 23 CG0215/JG for the construction of the infrastructure of the Dr. Dennis Wilfong Center for Success/Infrastructure - Rebid to Goodwin Bros. Construction, Inc., and authorize the Chief Procurement Officer to approve change orders as they become necessary and required up to allowable budget amounts.

## REVIEW PROCESS

Helen Gornes	Approved	04/21/2023	3:11 PM
Erik Van De Boogaard	Approved	04/21/2023	3:19 PM
Carla Rossiter-Smith	Approved	04/22/2023	7:27 AM
Toni Brady	Approved	04/25/2023	10:43 AM
Pamela Hare	Approved	04/25/2023	12:53 PM
Victoria Anderson	Approved	04/26/2023	8:25 AM
Heidi Kurppe	Approved	04/26/2023	2:29 PM
Scott Herring	Approved	04/26/2023	5:12 PM
Jeffrey Rogers	Approved	04/27/2023	12:15 PM
Colleen Conko	Approved	04/27/2023	1:10 PM

**BID TABULATION**  
**23-CG0215/JG DR. DENNIS WILFONG CENTER FOR SUCCESS/INFRASTRUCTURE - REBID**  
**BID OPENING: APRIL 10, 2023 AT 10:00 A.M.**

Line Item	Description	Quantity	Unit of Measure	B.R.W. Contracting, INC		C. W. Roberts Contracting, Inc.		Goodwin Brothers Construction, Inc	
				2522 Hunt Road		4208 CR 124A		14341 Ponce De Leon Blvd.	
				Land O'Lakes, FL 34638		Wildwood, FL 34785		Brooksville, FL 34601	
				Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	Mobilization	1	LS	\$20,000.00	\$ 20,000.00	\$640,815.00	\$ 640,815.00	\$23,575.00	\$ 23,575.00
2	Insurance, Permits, and Performance & Payment	1	LS	\$30,000.00	\$ 30,000.00	\$20,335.00	\$ 20,335.00	\$23,365.00	\$ 23,365.00
3	Maintenance of Traffic	1	LS	\$5,000.00	\$ 5,000.00	\$15,590.00	\$ 15,590.00	\$3,450.00	\$ 3,450.00
4	Survey Layout/As-built	1	LS	\$18,000.00	\$ 18,000.00	\$75,490.00	\$ 75,490.00	\$28,129.00	\$ 28,129.00
5	Pre/Post Video	1	LS	\$1,500.00	\$ 1,500.00	\$5,858.00	\$ 5,858.00	\$575.00	\$ 575.00
	Erosion Sediment Control (includes NPDES Permit/Inspection Report/NOT								
6		1	LS	\$15,000.00	\$ 15,000.00	\$20,320.00	\$ 20,320.00	\$1,725.00	\$ 1,725.00
	<b>General Conditions Sub Total</b>				<b>\$89,500.00</b>		<b>\$ 778,408.00</b>		<b>\$ 80,819.00</b>
7	Clearing/Grubbing (includes DRA & Floodplain	20	AC	\$3,000.00	\$ 60,000.00	\$9,220.00	\$ 184,400.00	\$3,910.00	\$ 78,200.00
8	Embankment Excavation, Filling and Grading	1	LS	\$248,000.00	\$ 248,000.00	\$881,205.00	\$ 881,205.00	\$75,977.78	\$ 75,977.78
9	Temporary Construction Access	1	LS	\$4,200.00	\$ 4,200.00	\$7,465.00	\$ 7,465.00	\$1,060.00	\$ 1,060.00
10	Silt Fence Installation and Removal	5800	LF	\$2.00	\$ 11,600.00	\$5.40	\$ 31,320.00	\$1.32	\$ 7,656.00
	<b>Clearing, Grubbing and Earthwork Sub Total</b>				<b>\$ 323,800.00</b>		<b>\$ 1,104,390.00</b>		<b>\$ 162,893.78</b>
11	15" RCP	68	LF	\$58.00	\$ 3,944.00	\$108.00	\$ 7,344.00	\$56.22	\$ 3,822.96
12	18" RCP	508	LF	\$73.00	\$ 37,084.00	\$85.75	\$ 43,561.00	\$60.40	\$ 30,683.20
13	24" RCP	92	LF	\$102.00	\$ 9,384.00	\$127.35	\$ 11,716.20	\$86.53	\$ 7,960.76
14	29" x 45" ERCP	104	LF	\$265.00	\$ 27,560.00	\$325.90	\$ 33,893.60	\$244.49	\$ 25,426.96
15	30" RCP	266	LF	\$145.00	\$ 38,570.00	\$192.55	\$ 51,218.30	\$128.21	\$ 34,103.86
16	42" RCP	266	LF	\$250.00	\$ 66,500.00	\$305.45	\$ 81,249.70	\$216.80	\$ 57,668.80
17	48" RCP	334	LF	\$305.00	\$ 101,870.00	\$363.30	\$ 121,342.20	\$263.40	\$ 87,975.60
18	FDOT Gutter Type V Inlet	6	EA	\$6,100.00	\$ 36,600.00	\$5,408.00	\$ 32,448.00	\$5,298.13	\$ 31,788.78
19	FDOT Type C Inlet	1	EA	\$3,700.00	\$ 3,700.00	\$4,085.00	\$ 4,085.00	\$3,349.02	\$ 3,349.02
20	FDOT Type F Inlet	2	EA	\$11,200.00	\$ 22,400.00	\$11,935.00	\$ 23,870.00	\$10,516.58	\$ 21,033.16
21	FDOT Type G Inlet	1	EA	\$9,400.00	\$ 9,400.00	\$9,365.00	\$ 9,365.00	\$8,386.58	\$ 8,386.58
22	FDOT Type 7 Inlet	1	EA	\$8,500.00	\$ 8,500.00	\$11,690.00	\$ 11,690.00	\$8,011.28	\$ 8,011.28
23	24" MES	3	EA	\$2,400.00	\$ 7,200.00	\$3,555.00	\$ 10,665.00	\$902.75	\$ 2,708.25
24	29" x 45" MES	2	EA	\$5,500.00	\$ 11,000.00	\$9,622.00	\$ 19,244.00	\$4,110.10	\$ 8,220.20
25	48" MES	1	EA	\$8,000.00	\$ 8,000.00	\$11,590.00	\$ 11,590.00	\$5,709.75	\$ 5,709.75
26	Rip Rap	650	SF	\$14.00	\$ 9,100.00	\$35.60	\$ 23,140.00	\$5.52	\$ 3,588.00
27	Concrete Weir with Skimmer	1	EA	\$14,900.00	\$ 14,900.00	\$32,290.00	\$ 32,290.00	\$12,150.95	\$ 12,150.95
28	Sod DRA Side Slopes	13800	SY	\$3.50	\$ 48,300.00	\$3.40	\$ 46,920.00	\$2.65	\$ 36,570.00
29	Seed and Mulch DRA	56000	SY	\$0.25	\$ 14,000.00	\$0.55	\$ 30,800.00	\$0.30	\$ 16,800.00
	<b>Storm Drainage Sub Total</b>				<b>\$ 478,012.00</b>		<b>\$ 606,432.00</b>		<b>\$ 405,958.11</b>
30	8" PVC SDR 26 (0'-6')	350	LF	\$37.00	\$ 12,950.00	\$101.00	\$ 35,350.00	\$52.13	\$ 18,245.50
31	8" PVC SDR 26 (6'-8')	350	LF	\$40.00	\$ 14,000.00	\$112.55	\$ 39,392.50	\$57.88	\$ 20,258.00
32	8" PVC SDR 26 (8'-10')	222	LF	\$42.00	\$ 9,324.00	\$126.75	\$ 28,138.50	\$60.42	\$ 13,413.24
33	Manholes (0'-6')	2	EA	\$6,100.00	\$ 12,200.00	\$9,960.00	\$ 19,920.00	\$6,616.28	\$ 13,232.56
34	Manholes (6'-8')	1	EA	\$6,600.00	\$ 6,600.00	\$10,218.00	\$ 10,218.00	\$8,339.71	\$ 8,339.71
35	Manholes (8'-10')	1	EA	\$7,800.00	\$ 7,800.00	\$10,218.00	\$ 10,218.00	\$9,803.75	\$ 9,803.75
36	LS Receiving Manhole (8'-10') Coated	1	EA	\$12,800.00	\$ 12,800.00	\$12,030.00	\$ 12,030.00	\$14,137.39	\$ 14,137.39
37	Pump Station Complete	1	LS	\$375,000.00	\$ 375,000.00	\$286,400.00	\$ 286,400.00	\$460,000.00	\$ 460,000.00
38	Gravity Sewer Testing	922	LF	\$4.00	\$ 3,688.00	\$11.65	\$ 10,741.30	\$9.05	\$ 8,344.10
39	4" PVC C-900 Force Main	1840	LF	\$22.00	\$ 40,480.00	\$31.05	\$ 57,132.00	\$24.75	\$ 45,540.00
40	4" MJ 45 Ftg with Restraints	10	EA	\$470.00	\$ 4,700.00	\$355.70	\$ 3,557.00	\$666.61	\$ 6,666.10
41	4" x 6" Tapping Sleeve and Valve	1	EA	\$4,500.00	\$ 4,500.00	\$9,960.00	\$ 9,960.00	\$7,506.83	\$ 7,506.83
42	Force Main Pressure Testing	1840	LF	\$1.15	\$ 2,116.00	\$5.80	\$ 10,672.00	\$2.88	\$ 5,299.20
43	Stabilized Roadway	930	SY	\$19.00	\$ 17,670.00	\$28.70	\$ 26,691.00	\$10.56	\$ 9,820.80
	<b>Sanitary Sewer Sub Total</b>				<b>\$ 523,828.00</b>		<b>\$ 560,420.30</b>		<b>\$ 640,607.18</b>
44	8" PVC C-900 Water Main	100	LF	\$47.00	\$ 4,700.00	\$76.30	\$ 7,630.00	\$75.67	\$ 7,567.00
45	12" PVC C-900 Water Main	1150	LF	\$77.00	\$ 88,550.00	\$126.75	\$ 145,762.50	\$104.42	\$ 120,083.00
46	12" MJ 45 Ftg with Restraints	4	EA	\$820.00	\$ 3,280.00	\$970.10	\$ 3,880.40	\$2,107.63	\$ 8,430.52
47	12" x 4" Tee Ftg with Restraints	3	EA	\$970.00	\$ 2,910.00	\$1,267.00	\$ 3,801.00	\$1,331.11	\$ 3,993.33
48	12" x 8" Tee Ftg with Restraints	3	EA	\$1,130.00	\$ 3,390.00	\$1,267.00	\$ 3,801.00	\$1,461.97	\$ 4,385.91
49	12" x 8" Cross Ftg with Restraints	1	EA	\$1,350.00	\$ 1,350.00	\$2,330.00	\$ 2,330.00	\$1,645.65	\$ 1,645.65
50	4" Gate Valve with Restraints	3	EA	\$1,350.00	\$ 4,050.00	\$2,975.00	\$ 8,925.00	\$2,542.75	\$ 7,628.25
51	8" Gate Valve with Restraints	5	EA	\$2,600.00	\$ 13,000.00	\$3,492.00	\$ 17,460.00	\$4,132.79	\$ 20,663.95
52	12" Gate Valve with Restraints	2	EA	\$4,300.00	\$ 8,600.00	\$4,010.00	\$ 8,020.00	\$7,130.00	\$ 14,260.00
53	4" End Cap with Restraints	3	EA	\$165.00	\$ 495.00	\$582.00	\$ 1,746.00	\$286.30	\$ 858.90
54	8" End Cap with Restraints	3	EA	\$290.00	\$ 870.00	\$840.00	\$ 2,520.00	\$445.91	\$ 1,337.73
55	Temporary Water Service Connection (HCU Detail	1	EA	\$2,500.00	\$ 2,500.00	\$2,330.00	\$ 2,330.00	\$1,725.00	\$ 1,725.00
56	Cut and Connect to Existing Water Main	4	EA	\$1,250.00	\$ 5,000.00	\$7,631.00	\$ 30,524.00	\$8,674.07	\$ 34,696.28
57	Water Testing/Chlorination	1250	LF	\$3.30	\$ 4,125.00	\$9.05	\$ 11,312.50	\$4.27	\$ 5,337.50
	<b>Water Distribution Sub Total</b>				<b>\$ 142,820.00</b>		<b>\$ 250,042.40</b>		<b>\$ 232,613.02</b>
58	12" Type B Stabilized Subgrade	2920	SY	\$6.75	\$ 19,710.00	\$13.65	\$ 39,858.00	\$2.95	\$ 8,614.00
59	8" Limerock Base	2920	SY	\$16.25	\$ 47,450.00	\$19.70	\$ 57,524.00	\$13.35	\$ 38,982.00
60	1-5" Type SP-12.5 Asphalt (Traffic Level C)	2920	SY	\$15.50	\$ 45,260.00	\$12.70	\$ 37,084.00	\$10.17	\$ 29,696.40
61	1" Type SP-9.5 Asphalt (Traffic Level C)	2920	SY	\$10.25	\$ 29,930.00	\$10.85	\$ 31,682.00	\$6.90	\$ 20,148.00
62	Drop Curb	1100	LF	\$16.00	\$ 17,600.00	\$52.75	\$ 58,025.00	\$15.53	\$ 17,083.00
63	Valley Gutter	130	LF	\$22.00	\$ 2,860.00	\$89.15	\$ 11,589.50	\$28.75	\$ 3,737.50
64	Sod R/W	7600	SY	\$4.00	\$ 30,400.00	\$3.80	\$ 28,880.00	\$2.65	\$ 20,140.00
65	5' Concrete Sidewalk (3,000 psi/4" thick)	19332	SF	\$5.00	\$ 96,660.00	\$8.80	\$ 170,121.60	\$7.48	\$ 144,603.36
66	Curb Ramp with Tactile Surface	4	EA	\$650.00	\$ 2,600.00	\$2,975.00	\$ 11,900.00	\$747.50	\$ 2,990.00
67	10' x 10' Concrete Pad (3,000 psi/4" thick)	2	EA	\$550.00	\$ 1,100.00	\$2,170.00	\$ 4,340.00	\$977.50	\$ 1,955.00
68	Seed and Mulch R/W, Easements	8900	SY	\$0.25	\$ 2,225.00	\$1.15	\$ 10,235.00	\$0.30	\$ 2,670.00
69	Striping/Signage	1	LS	\$3,500.00	\$ 3,500.00	\$8,675.00	\$ 8,675.00	\$6,376.75	\$ 6,376.75
	<b>Road Construction Sub Total</b>				<b>\$ 271,935.00</b>		<b>\$ 469,914.10</b>		<b>\$ 296,996.01</b>
70	Gopher Tortoise Survey & Permitting	1	LS	\$3,500.00	\$ 3,500.00	\$3,745.00	\$ 3,745.00	\$3,268.30	\$ 3,268.30
71	Gopher Tortoise Burrow Excavation	18	EA	\$747.50	\$ 13,455.00	\$800.00	\$ 14,400.00	\$230.00	\$ 4,140.00
72	Gopher Tortoise Relocation	10	EA	\$6,325.00	\$ 63,250.00	\$7,655.00	\$ 76,550.00	\$6,737.08	\$ 67,370.80
	<b>Gopher Tortoise Relocation Sub Total</b>				<b>\$ 80,205.00</b>		<b>\$ 94,695.00</b>		<b>\$ 74,779.10</b>
	<b>Total</b>				<b>\$ 1,910,100.00</b>		<b>\$ 3,864,301.80</b>		<b>\$ 1,894,666.20</b>

Alisa Pike  
 Digitally signed by Alisa Pike  
 Date: 2023.04.10 15:12:52  
 -04'00'

## TECHNICAL EVALUATION FOR BID AWARD

ITB NO. 23-CG0215/JG

DR. DENNIS WILFONG CENTER FOR SUCCESS/INFRASTRUCTURE - REBID

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 below the Engineers estimate.*

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? *yes*

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. *Attached.*

- 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.**

## TECHNICAL EVALUATION FOR BID AWARD

Page 2

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. *Attached Memo*

**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.**

**DR DENNIS WILFONG CENTER FOR SUCCESS**

**ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST**

ITEM	DESCRIPTION	ESTIMATED QUANTITY		UNIT PRICE	AMOUNT
<b>I. GENERAL CONDITIONS</b>					
1	Mobilization	1	LS	\$88,500.00	\$88,500.00
2	Insurance, Permits, & Performance and Payment Bond	1	LS	\$48,000.00	\$48,000.00
3	Maintenance of Traffic	1	LS	\$24,000.00	\$24,000.00
4	Survey Layout/As-built	1	LS	\$28,000.00	\$28,000.00
5	Pre/Post Video	1	LS	\$1,200.00	\$1,200.00
6	Erosion Sediment Control (incl. NPDES Permit/insp rpt./NOT	1	LS	\$7,500.00	\$7,500.00
	<b>Clearing, Grubbing and Earthwork</b>				
7	Clearing/Grubbing (includes DRA & Floodplain Comp)	20	AC	\$4,800.00	\$96,000.00
8	Embankment Excavation, Filling and Grading	1	LS	\$185,000.00	\$185,000.00
9	Temporary Construction Access	1	LS	\$2,800.00	\$2,800.00
10	Silt Fence Installation and Removal	5,500	LF	\$3.00	\$16,500.00
	<b>Storm Drainage</b>				
11	15" RCP	68	LF	\$55.00	\$3,740.00
12	18" RCP	508	LF	\$65.00	\$33,020.00
13	24" RCP	92	LF	\$85.00	\$7,820.00
14	29"x45" ERCP	104	LF	\$175.00	\$18,200.00
15	30" RCP	266	LF	\$155.00	\$41,230.00
16	42" RCP	266	LF	\$175.00	\$46,550.00
17	48" RCP	334	LF	\$185.00	\$61,790.00
18	FDOT Gutter Type V Inlet	6	EA	\$4,800.00	\$28,800.00
19	FDOT Type C Inlet	1	EA	\$4,900.00	\$4,900.00
20	FDOT Type F Inlet	2	EA	\$6,200.00	\$12,400.00
21	FDOT Type G Inlet	1	EA	\$5,800.00	\$5,800.00
22	FDOT Type 7 Inlet	1	EA	\$4,800.00	\$4,800.00
23	24" MES	3	EA	\$2,500.00	\$7,500.00
24	29"x45" MES	2	EA	\$4,800.00	\$9,600.00
25	48" MES	1	EA	\$5,500.00	\$5,500.00
26	Rip Rap	650	SF	\$18.00	\$11,700.00
27	Concrete Weir w/ Skimmer	1	EA	\$7,500.00	\$7,500.00
28	Sod DRA side slopes	13,800	SY	\$3.50	\$48,300.00
29	Seed and Mulch DRA	56,000	SY	\$0.40	\$22,400.00
	<b>Sanitary Sewer</b>				
30	8" PVC SDR 26 (0'-6')	350	LF	\$52.00	\$18,200.00
31	8" PVC SDR 26 (6'-8')	350	LF	\$54.00	\$18,900.00
32	8" PVC SDR 26 (8'-10')	241	LF	\$59.00	\$14,219.00
33	Manholes (0'-6')	2	EA	\$6,200.00	\$12,400.00
34	Manholes (6'-8')	1	EA	\$6,800.00	\$6,800.00
35	LS Receiving Manhole (8'-10') Coated	1	EA	\$18,500.00	\$18,500.00
36	Pump Station Complete	1	LS	\$560,000.00	\$560,000.00
37	Gravity Sewer Testing	941	LF	\$9.00	\$8,469.00
38	4" PVC C-900 Force Main	1,800	LF	\$32.00	\$57,600.00
39	4" MJ 45 Ftg w/restraints	6	EA	\$680.00	\$4,080.00



**DR DENNIS WILFONG CENTER FOR SUCCESS**

**ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST**

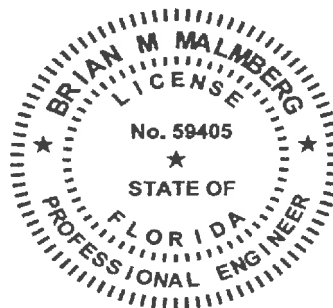
ITEM	DESCRIPTION	ESTIMATED QUANTITY		UNIT PRICE	AMOUNT
40	4"x6" Tapping Sleeve and Valve	1	EA	\$12,000.00	\$12,000.00
41	Force Main Pressure Testing	1,800	LF	\$3.00	\$5,400.00
	<b>Water Distribution</b>				
42	12" PVC C-900 Water Main	1,150	LF	\$102.00	\$117,300.00
43	12" MJ 45 Ftg w/ Restraints	4	EA	\$950.00	\$3,800.00
44	12"x4" Tee Ftg w/ Restraints	3	EA	\$950.00	\$2,850.00
45	12"x8" Tee Ftg w/ Restraints	3	EA	\$1,100.00	\$3,300.00
46	4" Gate Valve w/ Restraints	3	EA	\$2,300.00	\$6,900.00
47	8" Gate Valve w/ Restraints	3	EA	\$4,000.00	\$12,000.00
48	4" End Cap with Restraints	3	EA	\$1,050.00	\$3,150.00
49	8" End Cap with Restraints	3	EA	\$1,250.00	\$3,750.00
50	Temporary Water Service Connection (HCUD Detail #42)	1	EA	\$1,200.00	\$1,200.00
51	Cut and Connect to Exist. Water Main	2	EA	\$3,500.00	\$7,000.00
52	Water Testing /Chlorination	1,150	LF	\$4.00	\$4,600.00
	<b>Road Construction</b>				
53	12" Type B Stabilized Subgrade	2,920	SY	\$7.00	\$20,440.00
54	8" Limerock Base	2,920	SY	\$18.50	\$54,020.00
55	1-5" Type SP-12.5 Asphalt (Traffic Level C)	2,920	SY	\$11.50	\$33,580.00
56	1" Type SP-9.5 Asphalt (Traffic Level C)	2,920	SY	\$9.50	\$27,740.00
57	Drop Curb	1,100	LF	\$18.00	\$19,800.00
58	Valley Gutter	130	LF	\$38.00	\$4,940.00
59	Sod R/W	7,600	SY	\$3.50	\$26,600.00
60	Seed & Mulch R/W, Easements	8,900	SY	\$0.40	\$3,560.00
61	Striping/signage	1	LS	\$25,000.00	\$25,000.00

**SUMMARY**

<b>SUBTOTAL</b>	<b>\$1,997,148.00</b>
<b>CONTINGENCY @ 10%</b>	<b>\$199,715.00</b>
<b>ITEM TOTAL</b>	<b>\$2,196,863.00</b>

Note: The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable cost provided herein are based on the information known to the Consultant at this time and represent only the Consultant's judgement as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that bids or actual construction cost will not vary from that shown herein.

Coastal Engineering Associates, Inc.  
September, 2022



Brian Malmberg, P.E.  
FL PE Reg. No. 59405

**Brian M  
Malmberg**

Digitally signed by  
Brian M Malmberg  
Date: 2022.09.20  
09:35:33 -04'00'



## DEPARTMENT OF PURCHASING AND CONTRACTS

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

**DATE:** April 11, 2023

**TO:** Stefanie Faber, Procurement Coordinator

**FROM:** Erik van de Boogaard, Hernando County Construction Projects Coordinator

**SUBJECT:** Recommendation for Award, Bid No. 23-CG0215/JG

Project Name: Dr. Dennis Wilfong Center for Success/Infrastructure - Rebid

Estimated Project Cost: \$2,515,000.00

The attached Bid received from Goodwin Brothers Construction, Inc. for the above referenced project/solicitation are 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), Policy 140I, 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 on or by 5:00 PM on May 18, 2023.

1. Total Contract Bid Price is: \$1,894,666.20

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.

Pricing is within the estimated project amount. Goodwin Bros.  
Construction is qualified to perform this work based on past projects  
Completed for the County with similar scope and costs.

6. Provide the funding information: Fund 0011 Dept 31001 Account 5606201

Recommendation Approved By: [Signature]  
Department Director/Manager

Date: 4.12.2024

Enclosure

## SOLICITATION - OFFER - AWARD

SOLICITATION NO: <b>23-CG0215/JG</b>	SOLICITATION TITLE: <b>DR. DENNIS WILFONG CENTER FOR SUCCESS/INFRASTRUCTURE - REBID</b>	DATE ISSUED: <b>MARCH 8, 2023</b>	CONTRACT NO: <b>23-CG0215/JG</b>
ISSUED BY: <b>BOARD OF COUNTY COMMISSIONERS HERNANDO COUNTY, FLORIDA John Allocco, Chairman Elizabeth Narverud, Vice Chairman Steve Champion, Second Vice Chairman Jerry Campbell Brian Hawkins</b>		SUBMIT BID OFFER TO: <b>HERNANDO COUNTY PROCUREMENT DEPARTMENT 15470 FLIGHT PATH DRIVE BROOKSVILLE, FL 34604 Toni Brady Chief Procurement Officer</b>	

### SOLICITATION

SEALED OFFERS, FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT DESCRIBED HEREIN WILL BE RECEIVED AT THE OFFICE OF PROCUREMENT DEPARTMENT, VIA HERNANDO COUNTY'S EPROCUREMENT PORTAL AT: <http://secure.procorenow.com/portal/hernandocounty> ON **APRIL 10, 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 PROCUREMENT DEPARTMENT CONFERENCE ROOM AT **10:00 A.M. ON APRIL 10, 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	The Vendor/Contractor will supply all materials, labor, and equipment in order to accomplish the <b>DR. DENNIS WILFONG CENTER FOR SUCCESS/INFRASTRUCTURE - REBID</b> , as described in the specifications and construction plans showing the proposed improvements in Hernando County, Florida.  (SEE ATTACHED SPECIFICATIONS)	1	XXXXX	XXXXXXXXXX	\$ <u>1,894,666.20</u>

### OFFER

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

IN COMPLIANCE WITH THE ABOVE, THE UNDERSIGNED, BEING DULY AUTHORIZED TO SIGN THIS BID FOR THE BIDDER, AGREES THAT IF THIS OFFER IS ACCEPTED WITHIN **ONE HUNDRED TWENTY (120) 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 <b>Goodwin Bros Construction, Inc.</b> Company Name <b>14341 Ponce De Leon Blvd</b> Address Brooksville FL 34601 City State Zip Code 352-796-0149 352-544-1084 <a href="mailto:estimator@goodwinbrosinc.com">estimator@goodwinbrosinc.com</a> Phone Number Fax Number Email Address	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN BID OFFER: BIDDER'S SIGNATURE  OFFER DATE <b>4/10/2023</b>
--	---

### AWARD

(TO BE COMPLETED BY COUNTY)

REVIEWED FOR LEGAL SUFFICIENCY: 01/17/2023	LR NO.: 2023-18-1	BY: Victoria Anderson
ACCEPTED AS TO ITEM(S) NO:	AMOUNT:	ACCOUNTING CODE:
SUBMIT INVOICES TO:  <b>Board of County Commissioners of Hernando County, Florida 15470 Flight Path Drive Brooksville, FL 34604</b>	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ACCEPTANCE AND AWARD FOR THE COUNTY:	
	SIGNATURE:	AWARD DATE:



County of Hernando  
Procurement Department  
Toni Brady, Chief Procurement Officer  
15470 Flight Path Drive, Brooksville, FL 34604

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**PROPOSAL DOCUMENT REPORT**

ITB No. 23-CG0215/JG

Dr. Dennis Wilfong Center for Success/Infrastructure - Rebid

RESPONSE DEADLINE: April 10, 2023 at 10:00 am

Report Generated: Monday, April 10, 2023

**Goodwin Brothers Construction, Inc Proposal**

**CONTACT INFORMATION**

**Company:**

Goodwin Brothers Construction, Inc

**Email:**

estimator@goodwinbrosinc.com

**Contact:**

Tom Charlow

**Address:**

14341 Ponce De Leon Blvd  
Brooksville, FL 34601

**Phone:**

N/A

**Website:**

N/A

**Submission Date:**

Apr 10, 2023 9:03 AM

**ADDENDA CONFIRMATION**

**Addendum #1**

*Confirmed Apr 4, 2023 10:18 AM by Tom Charlow*

**Addendum #2**

*Confirmed Apr 4, 2023 10:18 AM by Tom Charlow*

**Addendum #3**

*Confirmed Apr 4, 2023 10:18 AM by Tom Charlow*

## QUESTIONNAIRE

1. THE UNDERSIGNED, BEING DULY AUTHORIZED TO SUBMIT THIS BID ON BEHALF OF THE BIDDER, AGREES THAT THIS OFFER IF ACCEPTED WITHIN ONE HUNDRED TWENTY (120) 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.\*

*Pass*

Confirmed

2. Authorized person \*

*Pass*

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

Yes

3. Authorized Person's information \*

*Pass*

Please provide your

Name

Title

Business Address

Daniel Goodwin, President, 14341 Ponce De Leon Blvd Brooksville, FL 34601

4. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of bid security. \*

*Pass*

Confirmed

## 5. 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.

Chucks\_Stokes\_Electric\_State\_Lic\_EC0002202\_Exp\_8-2024.pdfCBS\_Underground\_State\_Lic\_CUC1225138\_Exp\_8-2024.pdfChuck's\_Fire\_License\_Exp.\_06-30-2024.pdfGoodwin\_Brothers\_Lic's.pdf

## 6. Bidder 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

## 7. BID FORM CONFIRMATION \*

*Pass*

The Board of County Commissioners

Hernando County, Florida

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

**8. Company Information \***

*Pass*

Please Provide the following:

Company Name

Contact Person, and Title

Mailing Address

Telephone number

Email Address

Fax number

Goodwin Brothers Construction, Tom Charlow Estimator, 14131 Ponce De Leon Blvd Brooksville, FL 34601, 352-796-0149, estimator@goodwinbrosinc.com, 352-544-1084

**9. Bid Bond Confirmation \***

*Pass*

If the foregoing proposal shall be accepted by Hernando County, Florida, and the undersigned shall fail to execute a satisfactory contract as stated in the advertisement herein attached, then the County may, at its option, determine that the undersigned has abandoned the Contract, and thereupon this proposal shall be null and void, and the certified check or bond accompanying this proposal, shall be forfeited to and become the property of Hernando County, Florida, and the full amount of said check shall be retained by the County, or if the proposal bond be given, the full amount of such bond shall be paid to the County as stipulated for liquidated damages; otherwise, the bond or certified check accompanying this proposal, or the amount of said check, shall be returned to the undersigned as specified herein.

If corporation, give the names and addresses of the president and secretary. If firm or partnership, the names and addresses of the members or partners. The Bidder shall list not only his name, but also the name of any person with whom Bidder has any type of agreement whereby such person's improvements, enrichment, employment of possible benefit, whether subcontractor, materialman, agent, supplier, or employer, is contingent upon the award of the Contract to the Bidder).

Confirmed

**10. Bidder confirmation (proposal one) \***

*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

**11. Full names and addresses (proposal two) \***

*Pass*

Please provide the full names and residences of all persons and parties interested in the foregoing bid are as follows:

If corporation, give the names and addresses of the president and secretary. If firm or partnership, the names and addresses of the members or partners. The Bidder shall list not only his name, but also the name of any person with whom Bidder has any type of agreement whereby such person's improvements,

enrichment, employment of possible benefit, whether subcontractor, materialman, agent, supplier, or employer, is contingent upon the award of the Contract to the Bidder).

PLEASE TYPE NAMES AND ADDRESSES AS REQUESTED.

Daniel Goodwin - 14341 Ponce De Leon Blvd Brooksville, FL 34601. Micheal Goodwin - 14341 Ponce De Leon Blvd Brooksville, FL 34601

## **12. BID GUARANTEE**

*Pass*

Bidder has enclosed a Certified check, Cashier's Check or Bid Bond in the amount of not less than the five percent (5%) of the Total Base Bid Amount payable to the Hernando County Board of County Commissioners as a guarantee for the purpose set out in the Instructions to Bidders.

Confirmed

## **13. Please provide construction experience\***

*Pass*

Overview of construction experience, including a list of projects successfully completed and indicating Owner, location, Contract value and completion date.

Goodwin Brothers has 35+ years experience in Heavy Civil Construction to include, Drainage, Roadway, Concrete, Utilities and Mining.

Business/Owner Name: Oak Hill LLC

Reference Contact Person: Burt Bennett

Reference Address: 966 Candlelight Blvd Brooksville FL 34601

Reference Phone No:352-796-9423

Reference Email Address: bbennett@Coastal-engineering.com

Project Name: Waterford 1A1

Project Location: Spring Hill FL  
Contract Project Manager: Tom Charlow  
Site Superintendent: Daniel Goodwin  
Contract Amount: \$2,500,000.00  
Date Project Commenced: 3/15/2018  
Date of Substantial Completion: 5/25/2022  
Date of Final Completion: 7/12/2022  
Description of Work Performed: Constructed Drainage, Roads and Concrete work (Subdivision)

Business/Owner Name: Oak Hill LLC  
Reference Contact Person: Burt Bennett  
Reference Address: 966 Candlelight Blvd Brooksville FL 34601  
Reference Phone No: 352-796-9423  
Reference Email Address: bbennett@Coastal-engineering.com  
Project Name: Waterford 1A2  
Project Location: Spring Hill FL  
Contract Project Manager: Tom Charlow  
Site Superintendent: Daniel Goodwin  
Contract Amount: \$2,500,000.00  
Date Project Commenced: 3/15/2018  
Date of Substantial Completion: 5/25/2022  
Date of Final Completion: 7/12/2022  
Description of Work Performed: Constructed Drainage, Roads and Concrete work (Subdivision)

Business/Owner Name: Hernando County DPW  
Reference Contact Person: Scott Nelson  
Reference Address: 1525 East Jefferson St

Reference Phone No:352-754-4062

Reference Email Address: scottn@co.hernando.fl.us

Project Name: Canary and Mandrake MSBU

Project Location: Spring Hill FL

Contract Project Manager: Tom Charlow

Site Superintendent: Daniel Goodwin

Contract Amount: \$211,002.20

Date Project Commenced: 11/13/2021

Date of Substantial Completion: 1-9-2022

Date of Final Completion: 12/25/2022

Description of Work Performed: Limerock road reconstruction, stabilization, asphalt paving.

#### **14. Experience detail\***

*Pass*

Documentation of two (2) projects, similar in scope and complexity to this project, which have been successfully completed by the Bidder within the past seven (7) years.

Business/Owner Name: Oak Hill LLC

Reference Contact Person: Burt Bennett

Reference Address: 966 Candlelight Blvd Brooksville FL 34601

Reference Phone No:352-796-9423

Reference Email Address: bbennett@Coastal-engineering.com

Project Name: Waterford 1A1

Project Location: Spring Hill FL

Contract Project Manager: Tom Charlow

Site Superintendent: Daniel Goodwin

Contract Amount: \$2,500,000.00

Date Project Commenced: 3/15/2018

Date of Substantial Completion: 5/25/2022

Date of Final Completion: 7/12/2022

Description of Work Performed: Constructed Drainage, Roads and Concrete work (Subdivision)

Business/Owner Name: Oak Hill LLC

Reference Contact Person: Burt Bennett

Reference Address: 966 Candlelight Blvd Brooksville FL 34601

Reference Phone No: 352-796-9423

Reference Email Address: bbennett@Coastal-engineering.com

Project Name: Waterford 1A2

Project Location: Spring Hill FL

Contract Project Manager: Tom Charlow

Site Superintendent: Daniel Goodwin

Contract Amount: \$2,500,000.00

Date Project Commenced: 3/15/2018

Date of Substantial Completion: 5/25/2022

Date of Final Completion: 7/12/2022

Description of Work Performed: Constructed Drainage, Roads and Concrete work (Subdivision)

#### **15. 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

#### **16. 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

#### **17. Sworn Statement**

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 (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

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

**18. 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)

Daniel Goodwin

President

352-796-0149

Eddie Goodwin

Vice President

352-796-0149

David Goodwin

PROPOSAL DOCUMENT REPORT

ITB No. 23-CG0215/JG

Dr. Dennis Wilfong Center for Success/Infrastructure - Rebid

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Treasurer

352-796-0149

Micheal Goodwin

Secretary

352-796-0149

Tom Charlow

Estimator/Project Manager

352-796-0149

TYPE OF ORGANIZATION \*

*Pass*

Please select your organization type:

Corporation

COMPANY ID\*

*Pass*

Please Provide Your:

State of Incorporation and

Federal I.D. NO.

Florida 59-2827531

W9 FORM \*

*Pass*

Please upload your company's W9 information

Goodwin\_Brothers\_W-9.pdf

ACH ELECTRONIC PAYMENT\*

*Pass*

An ACH electronic payment method is offered as an alternative to a payment by physical check. Please select one of the options.

Yes, ACH electronic payment method is acceptable.

## 19. E-VERIFY CERTIFICATION

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

## 20. CONSTRUCTION CONTRACTOR 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 at Substantial Completion or completed within the last seven (7) 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

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 ITB. Only projects that are complete or substantially complete as of the bid 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.

Business/Owner Name: Oak Hill LLC  
Reference Contact Person: Burt Bennett  
Reference Address: 966 Candlelight Blvd Brooksville FL 34601  
Reference Phone No: 352-796-9423  
Reference Email Address: bbennett@Coastal-engineering.com

Project Name: Waterford 1A1  
Project Location: Spring Hill FL  
Contract Project Manager: Tom Charlow  
Site Superintendent: Daniel Goodwin  
Contract Amount: \$2,500,000.00  
Date Project Commenced: 3/15/2018  
Date of Substantial Completion: 5/25/2022  
Date of Final Completion: 7/12/2022  
Description of Work Performed: Constructed Drainage, Roads and Concrete work (Subdivision)



PROPOSAL DOCUMENT REPORT

ITB No. 23-CG0215/JG

Dr. Dennis Wilfong Center for Success/Infrastructure - Rebid

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Business/Owner Name: Oak Hill LLC

Reference Contact Person: Brian Malmberg

Reference Address: 966 Candlelight Blvd Brooksville FL 34601

Reference Phone No:352-796-9423

Reference Email Address: bbennett@Coastal-engineering.com

Project Name: Waterford 1A2

Project Location: Spring Hill FL

Contract Project Manager: Tom Charlow

Site Superintendent: Daniel Goodwin

Contract Amount: \$2,500,000.00

Date Project Commenced: 3/15/2018

Date of Substantial Completion: 5/25/2022

Date of Final Completion: 7/12/2022

Description of Work Performed: Constructed Drainage, Roads and Concrete work (Subdivision)

Business/Owner Name: Hernando County DPW

Reference Contact Person: Scott Nelson

Reference Address: 1525 East Jefferson St

Reference Phone No:352-754-4062

Reference Email Address: scotttn@co.hernando.fl.us

Project Name: Canary and Mandrake MSBU

Project Location: Spring Hill FL

Contract Project Manager: Tom Charlow

Site Superintendent: Daniel Goodwin

Contract Amount: \$211,002.20

Date Project Commenced: 11/13/2021

Date of Substantial Completion: 1-9-2022

Date of Final Completion: 12/25/2022

Description of Work Performed: Limerock road reconstruction, stabilization, asphalt paving.

**KEY SUBCONTRACTORS\***

*Pass*

Each Bidder must submit with its response a list of subcontractors who will perform the work in each of the following categories (key subcontractors). List the name of the proposed subcontractor, or "Bidder" if the Bidder will perform the work, after each work category:

Example:

- (1) Clearing, grubbing and earthwork construction
- (2) Storm drainage construction
- (3) Sanitary sewer and water distribution construction
- (4) Roadway construction
- (5) Gopher Tortoise survey, permitting and relocation
- (6) Pre/Post video
- (7) Sodding and seeding

**If no subcontractors will be employed please state "NONE"**

**(1) Clearing, grubbing and earthwork construction**

Goodwin Brothers Construction

**(2) Storm drainage construction**

Goodwin Brothers Construction

**(3) Sanitary sewer and water distribution construction**

CBS Underground

**(4) Roadway construction**

Goodwin Construction

**(5) Gopher Tortoise survey, permitting and relocation**

Coastal Engineering

**(6) Pre/Post video**

Goodwin Brothers Construction

## (7) Sodding and seeding

J & J Sod

### VENDOR/CONTRACTOR'S LICENSE\*

*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 license information (as required in Paragraph 27) below for Bidder and all subcontractors identified herein.

Classification

Issuing Government License

Issue Date:

License Number:

Underground Utility and Excavation

State of Florida

7/28/2008

CUC1224603

### ORGANIZATION CHART:\*

*Pass*

Bidder must provide an organization chart showing Bidder's team identifying specific responsibilities of Bidder and subcontractors.

Goodwin\_Brothers\_Org\_Chart.pdf

### PROJECT MANAGER AND SUPERINTENDENT QUALIFICATIONS:\*

*Pass*

Bidder must provide resumes of Project Manager and Superintendent listing qualifications, experience, education and training. The Project Manager and Superintendent must have adequate experience, generally considered as a working Project Manager/Superintendent on a minimum of two (2) projects, similar in size and scope to the Dr. Dennis Wilfong Center for Success/Infrastructure - Rebid, within the past seven (7) years.

Jamie\_Lewis\_Superintendent.pdf Daniel\_R\_Goodwin\_Resume\_Senior\_Project\_Manager.pdf

BIDDER/KEY SUBCONTRACTOR SPECIFIC QUALIFICATIONS:\*

*Pass*

Bidder must demonstrate Bidder's/Key subcontractor's experience and expertise in the tasks provided below and at the minimum identified criteria. Specific projects, locations and Contractor who performed work must be provided.

- A. Document prior experience in construction of earthwork projects involving site clearing and excavating.
- B. Document prior experience in construction of sanitary sewer and water distribution.
- C. Document prior experience in construction of storm drainage retention areas.
- D. Document prior experience in road construction.

**Goodwin Brothers**, County projects Flicker Road, Area A, B, C, E, F, G, H, I MSBU Road construction and paving South Brooksville Drainage improvements BMP 6, Shoal Line Road paving. Tilby Crossing Phase 1, 2, 3, Cortez Oaks Phase 1A1, 1A2, Brooksville Living Facility, SR 50/I75 Frontage Road construction, City Of Brooksville Paving Projects 2021-2022, Anderson Snow Road Forcemain, Coronado and Godfrey Drainage Improvements, Hope Hill Rd resurfacing.

**CBS Underground**, Tilby Crossing Phase 1, 2, 3, Cortez Oaks Phase 1A1, 1A2, Brooksville Living Facility, SR 50/I75 Frontage Road construction, City Of Brooksville Paving Projects 2021-2022, Anderson Snow Road Forcemain, Coronado and Godfrey Drainage Improvements.

**AKCA Inc**, County projects Flicker Road, Area A, B, C, E, F, G, H, I MSBU Road construction and paving South Brooksville Drainage improvements BMP 6, Shoal Line Road paving. Tilby Crossing Phase 1, 2, 3, Cortez Oaks Phase 1A1, 1A2, Brooksville Living Facility, SR 50/I75 Frontage Road construction, City Of Brooksville Paving Projects 2021-2022, Anderson Snow Road Forcemain, Coronado and Godfrey Drainage Improvements, Hope Hill Rd resurfacing.

**Coastal Engineering**, South Brooksville Drainage improvements BMP 6, Shoal Line Road paving. Tilby Crossing Phase 1, 2, 3, Cortez Oaks Phase 1A1, 1A2, Brooksville Living Facility, SR 50/I75 Frontage Road construction, City Of Brooksville Paving Projects 2021-2022, Anderson Snow Road Forcemain, Coronado and Godfrey Drainage Improvements, Hope Hill Rd resurfacing.

**J&J SOD**, County projects Flicker Road, Area A, B, C, E, F, G, H, I MSBU Road construction and paving South Brooksville Drainage improvements BMP 6, Shoal Line Road paving. Tilby Crossing Phase 1, 2, 3, Cortez Oaks Phase 1A1, 1A2, Brooksville Living Facility, SR 50/I75 Frontage Road construction, City Of Brooksville Paving Projects 2021-2022, Anderson Snow Road Forcemain, Coronado and Godfrey Drainage Improvements, Hope Hill Rd resurfacing.

**Road Safe Traffic Systems**, SR 50/I75 Frontage Road construction, City Of Brooksville Paving Projects 2021-2022, Anderson Snow Road Forcemain, Coronado and Godfrey Drainage Improvements, Hope Hill Rd resurfacing.

## 21. VENDOR/CONTRACTOR'S LICENSE

### VENDOR/CONTRACTOR'S LICENSE\*

*Pass*

Please upload all contractors and subcontractors license(s) required for this project.

Goodwin\_lic.pdf  
Chucks\_Stokes\_Electric\_State\_Lic\_EC0002202\_Exp\_8-2024.pdf  
CBS\_Underground\_State\_Lic\_CUC1225138\_Exp\_8-2024.pdf  
Chuck's\_Fire\_License\_Exp.\_06-30-2024.pdf

## 22. Additional Required Forms

### TRENCH SAFETY ACT COMPLIANCE \*

*Pass*

Please download the below documents, complete, and upload.

- [Trench Safety Act Compliance...](#)

Trench\_Safety.pdf

### CORPORATE AFFIDAVIT \*

*Pass*

Please download the below documents, complete, and upload.

- [Corporate Affidavit.pdf](#)

Goodwin\_Corporate\_Affidavit.pdf

### BID BOND FORM \*

*Pass*

Please download the below documents, complete, and upload.

- [BID BOND.pdf](#)

Bid\_Bond.pdf

### VENDOR 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,

created pursuant to s. 215.4725 F.S. (Current Edition), or companies that are engaged in a boycott of Israel or companies engaged in business operations in Cuba or Syria.

As the person authorized to 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 (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.

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

Confirmed

### 23. 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

If you answered yes to the either of the two prior questions regarding relatives or Hernando employees, please download the below documents, complete, and upload.

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

No response submitted

### 24. Vendor Survey

VENDOR SURVEY \*

*Pass*



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

County's eProcurement Portal (Open Gov Procurement)

VENDOR SURVEY - OTHER

If you choose Other please list how you received the knowledge of the bid/request for Proposals.

No response submitted

SAMPLE CONSTRUCTION AGREEMENT \*

*Pass*

Sample Construction Agreement for your review, including attachments that will be required after award.

- [Sample Construction Agreeme...](#)
- [Documents required after Aw...](#)

Documents\_required\_after\_Award\_(3).pdfSample\_Construction\_Agreement\_(7).pdf

FEDERAL/STATEFORMS\*

*Pass*

Please download the below documents, complete, and upload.

- [Florida Conflict of Interes...](#)
- [Felony tax certification pl...](#)
- [DBE-SUB Statement Form.pdf](#)
- [GOOD FAITH EFFORTS-with OSD...](#)
- [State Certification for Dis...](#)
- [Exp 2-18-2025 Standard Form...](#)
- [Suspension Debarment Certif...](#)

Federal\_Requirement\_docs.pdf

SOLICITATION-OFFER-AWARD\*

*Pass*

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

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

Solicitation\_Offer\_Goodwin.pdf

## PRICE TABLES

### GENERAL CONDITIONS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mobilization	1	LS	\$23,575.00	\$23,575.00
2	Insurance, Permits, and Performance & Payment Bond	1	LS	\$23,365.00	\$23,365.00
3	Maintenance of Traffic	1	LS	\$3,450.00	\$3,450.00
4	Survey Layout/As-built	1	LS	\$28,129.00	\$28,129.00
5	Pre/Post Video	1	LS	\$575.00	\$575.00
6	Erosion Sediment Control (includes NPDES Permit/Inspection Report/NOT	1	LS	\$1,725.00	\$1,725.00
<b>TOTAL</b>					<b>\$80,819.00</b>

### CLEARING, GRUBBING AND EARTHWORK

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
7	Clearing/Grubbing (includes DRA & Floodplain Comp)	20	AC	\$3,910.00	\$78,200.00
8	Embankment Excavation, Filling and Grading	1	LS	\$75,977.78	\$75,977.78
9	Temporary Construction Access	1	LS	\$1,060.00	\$1,060.00
10	Silt Fence Installation and Removal	5,800	LF	\$1.32	\$7,656.00
<b>TOTAL</b>					<b>\$162,893.78</b>

### STORM DRAINAGE

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
11	15" RCP	68	LF	\$56.22	\$3,822.96
12	18" RCP	508	LF	\$60.40	\$30,683.20
13	24" RCP	92	LF	\$86.53	\$7,960.76

PROPOSAL DOCUMENT REPORT

ITB No. 23-CG0215/JG

Dr. Dennis Wilfong Center for Success/Infrastructure - Rebid

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
14	29" x 45" ERCP	104	LF	\$244.49	\$25,426.96
15	30" RCP	266	LF	\$128.21	\$34,103.86
16	42" RCP	266	LF	\$216.80	\$57,668.80
17	48" RCP	334	LF	\$263.40	\$87,975.60
18	FDOT Gutter Type V Inlet	6	EA	\$5,298.13	\$31,788.78
19	FDOT Type C Inlet	1	EA	\$3,349.02	\$3,349.02
20	FDOT Type F Inlet	2	EA	\$10,516.58	\$21,033.16
21	FDOT Type G Inlet	1	EA	\$8,386.58	\$8,386.58
22	FDOT Type 7 Inlet	1	EA	\$8,011.28	\$8,011.28
23	24" MES	3	EA	\$902.75	\$2,708.25
24	29" x 45" MES	2	EA	\$4,110.10	\$8,220.20
25	48" MES	1	EA	\$5,709.75	\$5,709.75
26	Rip Rap	650	SF	\$5.52	\$3,588.00
27	Concrete Weir with Skimmer	1	EA	\$12,150.95	\$12,150.95
28	Sod DRA Side Slopes	13,800	SY	\$2.65	\$36,570.00
29	Seed and Mulch DRA	56,000	SY	\$0.30	\$16,800.00
<b>TOTAL</b>					<b>\$405,958.11</b>

**SANITARY SEWER**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
30	8" PVC SDR 26 (0'-6')	350	LF	\$52.13	\$18,245.50
31	8" PVC SDR 26 (6'-8')	350	LF	\$57.88	\$20,258.00
32	8" PVC SDR 26 (8'-10')	222	LF	\$60.42	\$13,413.24
33	Manholes (0'-6')	2	EA	\$6,616.28	\$13,232.56

PROPOSAL DOCUMENT REPORT

ITB No. 23-CG0215/JG

Dr. Dennis Wilfong Center for Success/Infrastructure - Rebid

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
34	Manholes (6'-8')	1	EA	\$8,339.71	\$8,339.71
35	Manholes (8'-10')	1	EA	\$9,803.75	\$9,803.75
36	LS Receiving Manhole (8'-10') Coated	1	EA	\$14,137.39	\$14,137.39
37	Pump Station Complete	1	LS	\$460,000.00	\$460,000.00
38	Gravity Sewer Testing	922	LF	\$9.05	\$8,344.10
39	4" PVC C-900 Force Main	1,840	LF	\$24.75	\$45,540.00
40	4" MJ 45 Ftg with Restraints	10	EA	\$666.61	\$6,666.10
41	4" x 6" Tapping Sleeve and Valve	1	EA	\$7,506.83	\$7,506.83
42	Force Main Pressure Testing	1,840	LF	\$2.88	\$5,299.20
43	Stabilized Roadway	930	SY	\$10.56	\$9,820.80
<b>TOTAL</b>					<b>\$640,607.18</b>

WATER DISTRIBUTION

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
44	8" PVC C-900 Water Main	100	LF	\$75.67	\$7,567.00
45	12" PVC C-900 Water Main	1,150	LF	\$104.42	\$120,083.00
46	12" MJ 45 Ftg with Restraints	4	EA	\$2,107.63	\$8,430.52
47	12" x 4" Tee Ftg with Restraints	3	EA	\$1,331.11	\$3,993.33
48	12" x 8" Tee Ftg with Restraints	3	EA	\$1,461.97	\$4,385.91
49	12" x 8" Cross Ftg with Restraints	1	EA	\$1,645.65	\$1,645.65
50	4" Gate Valve with Restraints	3	EA	\$2,542.75	\$7,628.25
51	8" Gate Valve with Restraints	5	EA	\$4,132.79	\$20,663.95
52	12" Gate Valve with Restraints	2	EA	\$7,130.00	\$14,260.00
53	4" End Cap with Restraints	3	EA	\$286.30	\$858.90

PROPOSAL DOCUMENT REPORT

ITB No. 23-CG0215/JG

Dr. Dennis Wilfong Center for Success/Infrastructure - Rebid

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
54	8" End Cap with Restraints	3	EA	\$445.91	\$1,337.73
55	Temporary Water Service Connection (HCUD Detail #42)	1	EA	\$1,725.00	\$1,725.00
56	Cut and Connect to Existing Water Main	4	EA	\$8,674.07	\$34,696.28
57	Water Testing/Chlorination	1,250	LF	\$4.27	\$5,337.50
<b>TOTAL</b>					<b>\$232,613.02</b>

**ROAD CONSTRUCTION**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
58	12" Type B Stabilized Subgrade	2,920	SY	\$2.95	\$8,614.00
59	8" Limerock Base	2,920	SY	\$13.35	\$38,982.00
60	1-5" Type SP-12.5 Asphalt (Traffic Level C)	2,920	SY	\$10.17	\$29,696.40
61	1" Type SP-9.5 Asphalt (Traffic Level C)	2,920	SY	\$6.90	\$20,148.00
62	Drop Curb	1,100	LF	\$15.53	\$17,083.00
63	Valley Gutter	130	LF	\$28.75	\$3,737.50
64	Sod R/W	7,600	SY	\$2.65	\$20,140.00
65	5' Concrete Sidewalk (3,000 psi/4" thick)	19,332	SF	\$7.48	\$144,603.36
66	Curb Ramp with Tactile Surface	4	EA	\$747.50	\$2,990.00
67	10' x 10' Concrete Pad (3,000 psi/4" thick)	2	EA	\$977.50	\$1,955.00
68	Seed and Mulch R/W, Easements	8,900	SY	\$0.30	\$2,670.00
69	Striping/Signage	1	LS	\$6,376.75	\$6,376.75
<b>TOTAL</b>					<b>\$296,996.01</b>

**GOPHER TORTOISE RELOCATION**

PROPOSAL DOCUMENT REPORT

ITB No. 23-CG0215/JG

Dr. Dennis Wilfong Center for Success/Infrastructure - Rebid

---

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
70	Gopher Tortoise Survey & Permitting	1	LS	\$3,268.30	\$3,268.30
71	Gopher Tortoise Burrow Excavation	18	EA	\$230.00	\$4,140.00
72	Gopher Tortoise Relocation	10	EA	\$6,737.08	\$67,370.80
<b>TOTAL</b>					<b>\$74,779.10</b>





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**ELECTRICAL CONTRACTORS' LICENSING BOARD**

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**STOKES, CHARLES B JR**

CHUCK'S STOKES ELECTRIC OF CENTRAL FLA INC  
1734 N MAGNOLIA AVE  
OCALA FL 34478

**LICENSE NUMBER: EC0002202**

**EXPIRATION DATE: AUGUST 31, 2024**

Always verify licenses online at [MyFloridaLicense.com](https://myfloridalicense.com)



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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**STOKES, CHARLES B JR**

CBS UNDERGROUND INC.  
1734 N MAGNOLIA AVE  
OCALA FL 34475

**LICENSE NUMBER: CUC1225138**

**EXPIRATION DATE: AUGUST 31, 2024**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



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**Jimmy Patronis**  
CHIEF FINANCIAL OFFICER

**Julius Halas**  
DIVISION DIRECTOR



**John Gatlin**  
BUREAU CHIEF

**Catherine Thrasher**  
SAFETY PROGRAM MANAGER

**FLORIDA DEPARTMENT OF FINANCIAL SERVICES**

**DIVISION OF STATE FIRE MARSHAL**

200 EAST GAINES STREET - Tallahassee, Florida 32399-0342  
Tel. 850-413-3644

---

**CERTIFICATE OF COMPETENCY**  
**OFFICIAL COPY**

THIS CERTIFIES THAT: Charles B Stokes, Jr.  
1734 N Magnolia Ave  
Ocala FL 34475

BUSINESS ORGANIZATION: CBS Underground, Inc

Contractor V means a contractor whose business is limited to the execution of contracts requiring the ability to fabricate, install, inspect, alter, repair and service the underground piping for a fire protection system using water as the extinguishing agent beginning at the point of service as defined in the act and ending no more than 1 foot above the finished floor.

Issue Date: 07/01/2022  
Type: 09  
Class: 14  
County: Marion  
License/Permit #: FPC14-000103  
Expiration Date: 06/30/2024



A handwritten signature in cursive script that reads "Jimmy Patronis".

**Chief Financial Officer**





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**GOODWIN, DAVID REECE SR**

GOODWIN BROS CONSTRUCTION INC  
14341 PONCE DE LEON BLVD  
BROOKSVILLE FL 34601

**LICENSE NUMBER: CUC1224603**

**EXPIRATION DATE: AUGUST 31, 2024**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



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HERNANDO COUNTY  
BUILDING DIVISION  
CERTIFICATE OF COMPETENCY

GOODWIN DANIEL R  
GOODWIN BROTHERS CONST INC

POST OFFICE BOX 1689  
BROOKSVILLE FL 34605-1689  
LICENSE NUMBER: AAA0047510  
PAVING CONTRACTOR  
EXPIRATION DATE: 04/30/2023



# Request for Taxpayer Identification Number and Certification

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

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Goodwin Bros Construction, Inc

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.

PO BOX 1689

6 City, state, and ZIP code

Brooksville, FL 34605

7 List account number(s) here (optional)

Requester's name and address (optional)

## 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 - 2 8 2 7 5 3 1

## 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 ►

Date ►

1/9/2023

## 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](http://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.



# GOODWIN BROTHER CONSTRUCTION ORGANIZATION CHART

DANIEL GOODWIN PRESIDENT/SENIOR PROJECT MANAGER

TOM CHARLOW ESTIMATOR/PROJECT MANAGER

JAMIE LEWIS PROJECT SUPERINTENDENT

JENNIFER DELUCCO OFFICE ADMINISTRATOR

## SUB-CONTRACTORS

COASTAL ENGINEERING -SURVEY

J&J SOD – SODDING

ROAD SAFE TRAFFIC SYSTEMS – MOT Signage and Flaggers When needed

Gopher Tortoise Relocation – Coastal Engineering

Striping – AKCA

Asphalt – Goodwin Brothers Construction



**James D. Lewis**  
105 Florida Avenue  
Brooksville, FL 34601  
(352) 678-1770

## **EDUCATION**

Attended Hernando High School Thru 1981.

## **SPECIAL SKILLS/ ABILITIES**

Proficient at design layout, Installation quantification for billing, maintenance of traffic operations, FDOT Policy & Procedures, Ability to run various types of Heavy Equipment, Versed in the use of electronics for special paving and super pave asphalt operations, and job site coordination.

## **PROFESSIONAL EXPERIENCE**

### **Asphalt Foreman**

- Goodwin Bros. Co. (April 2015- Present)

Run a 5 man crew, Responsible for overseeing job production, Operating Paving & Heavy Equipment, Daily & Weekly Timesheets, job layout, Communication with local inspectors.

### **Foreman**

- Smith & Edwards Construction, Inc. (October 2014- April 2015)

Run a 6 man crew doing concrete slabs, sidewalks, flumes, staking out jobs.

### **Asphalt Foreman**

- Cheyenne Asphalt (November 2012- September 2014)

Run a 6 man Lee boy crew, specialize in small parking lots, subdivisions, driveways, Seal Coating and Striping. Responsible for setting up trucks, Coordinating all job duties, and Daily & Weekly Timesheets.

### **Supervisor**

- Pave Rite, Inc. (May 2011- November 2012)

Responsible for overseeing job production, Operating paving & other heavy equipment. Assisting the owner with various projects.

### **Asphalt Foreman**

- D.A.B. Constructors, Inc. (August 2005- August 2010)

Responsible for a 12 man crew, Daily & Weekly Timesheets, Communicated with local & State Inspectors, The oversight of daily job production, Ability to operate various types of paving and off road equipment, Set up of trucks, and job layout.

Operator

### **Rinker Materials** (May 2005- July 2005)

- Responsible for loading trucks, managing stock piles, also worked on the conveyor.

### **Asphalt Foreman**

- Cheyenne Asphalt (June 2004- January 2005)

Ran a 5 man Lee boy crew, specialized in small parking lots, subdivisions, driveways, Seal Coating and Striping. Responsible for setting up trucks, and coordinating all job duties.

### **Assistant Job Supervisor**

- PC Russell Land Clearing & Excavation January 2004- June 2004)

Responsible for daily job operations, trucking, job layouts, operating various pieces of equipment, and loading of trucks on the job site.

### **Asphalt Foreman**

- Grubbs Construction Company (March 1999- June 2004)

Responsible for a crew of 9 employees, daily Timesheets, Communications with Local & State Inspectors, The oversight of daily job production, Ability to operate Rollers, Cat, Barber Green, and Road Tec Pavers and broom tractor.

### **Asphalt Foreman**

- Couch Construction, L.P. (June 1996- March 1999)

Oversight of daily operations, various counts of equipment training, and updated in FDOT policy revisions & procedures.

### **Asphalt Laborer/ Foreman**

- Overstreet Paving Company (April 1984- 1996)

Screed operator and laborer, starting position was rapidly advanced to trainer and later promoted to foreman, Duties included hiring and training employees, skills obtained in the use of multiple pavers (i.e. lee boy and Cedar Rapids.)

### **Asphalt Foreman**

- R.E. Purcell (April 1980- April 1984)

Responsible for a crew of 12 employees, the oversight of daily job production, learned how to run a Blow Knox paver, loader, and other equipment.

### **ACTIVITIES/ INTEREST**

Boating, Hunting, and Motorcycles.

REFERENCES AVAILABLE UPON REQUEST

Resume for  
**Daniel R. Goodwin Jr.**  
President, Senior Project Manager

**EXPERIENCE**

Daniel has over 37 years of experience in road construction, sitework, and utilities. He has progressed through various foreman and supervisory positions to his present positions of President and Senior Project Manager.

**PROJECT EXPERIENCE** Some of Daniel's Projects include:

- Olympia Rd and Skyview Cir Resurfacing and partial reconstruction
- Shoal Line Resurfacing Project
- Various Hernando County MSBU Roadway Projects Areas A,B,C,E,F,G,H,I
- Croom Road Paving Project
- Buczak Culvert Replacement
- SW 95<sup>th</sup> St Ocala
- Lake Lindsey Road Widening 1,2 and 3
- Flicker Road
- Sunshine Grove Road Widening
- South Brooksville Vision Area
- CR550 Road Widening Project
- Nature Coast Commons- Complete Site Development
- Lake Jovita- Complete Site Development
- Hernando County- 491
- Deerfield Road Widening-Paving
- DOT Brooksville Office- Paving, Grading & Drainage
- DOT- Multiple Turn lanes
- Lake Hancock
- Southern Hills 3
- Florida Department of Transportation Project 97160-3305 & 3323 Polk Co. Parkway Toll Plazas
- Florida Department of Transportation Project 16320-3439 I-4 Dual Rest Areas Polk Co.
- Florida Department of Transportation Project 32610-3432 SR 93 & I-75 Dual Rest Areas Marion Co.
- Eckerd Drug Store #2232R, Spring Hill, Florida
- Eckerd Drug Store #2393R, Tampa, Florida
- Eckerd Drug Store #2581R, Brandon, Florida
- St. Scholastica Church, Lecanto, Florida
- Notre Dame Interparochial School, Spring Hill, Florida
- Airport Subregional Water Waste Treatment Plant, Brooksville, Florida

**WORK EXPERIENCE**

June 1985-Present

**Goodwin Bros. Construction, Inc.**

- President/Senior Project Manager                      Brooksville, FL
- Superintendent over job sites

# **TRENCH SAFETY ACT COMPLIANCE FORM**

1. The Vendor/Contractor acknowledges the existence of the Florida Trench Safety Act at §553.60 through 553.64, Florida Statutes (current version) (hereinafter called the "Act") and the requirements established herein.
2. The Vendor/Contractor further acknowledges that the Act stabled the Federal excavation safety standards set forth at 29 CFR Part 1926, Subpart P as the Interim State standard applicable to this project.
3. The Vendor/Contractor will comply with all applicable trench safety standards, during all phases of the work, if awarded the Contract, and will ensure that all subcontractors will also comply with the Act.
4. The Vendor/Contractor will consider the geotechnical information available from the County, from its own sources and all other relevant information in its design of the trench safety system it will employ on the subject project. The Vendor/Contractor acknowledges that the County is not obligated to provide such information, that Vendor/Contractor is not to rely solely on such information if provided, and that Vendor/Contractor is solely responsible for the selection of the data on which he relies in designing said safety system, as well as for the system itself.
5. The Vendor/Contractor acknowledges that included in the total price in the Bid Form are costs for complying with the Florida Trench Safety Act, which is in effect as of October 1, 1990. The undersigned further identifies the costs to be \$ 1.00 per lineal foot.
6. The amount in Item 5 herein includes the trench safety compliance methods and the units of each safety measure. The unit costs and the unit prices are shown solely for the purpose of compliance with the procedural requirements of the Act.

	Trench Safety Compliance Method	Unit (LF, SY)	Quantity	Unit Cost	Extended Cost
A.	Benching/Ladders	1810 LF		\$ 1.00	\$ 1,810.00
B.				\$	\$
C.				\$	\$
D.				\$	\$
				TOTAL:	1,810.00

Use additional blank sheets to further itemize if more room is required.

7. Acceptance of the bid to which this certification and disclosure applies in no way represents that the County or its representatives have evaluated or determined that the above costs are adequate to comply with the applicable trench safety requirements, nor does it in anyway relieve the undersigned of his sole responsibility for complying all applicable safety requirements.

**Company:** Goodwin Brothers Construction Inc.

By: [Signature] April 10 2021  
Authorized Signature Date

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



**CORPORATE AFFIDAVIT**

(To be filled in and executed if the Vendor/Contractor is a Corporation)

STATE OF FLORIDA ]

COUNTY OF HERNANDO ]

Micheal Goodwin being duly sworn, deposes and says that he is secretary of  
Goodwin Brothers Construction Inc, a corporation organized and existing under and by  
virtues of the laws of the State of Florida, and having its principal office at:

14341 Ponce De Leon Blvd, Brooksville, Florida 34601 (Address)

Affiant further says that he is familiar with the records, minute books and bylaws of

Goodwin Bros Construction, Inc. (Name of Corporation) of the


corporation, is duly authorized to sign Secretary (Title)

the Bid for Dr. Dennis Wilfong Center For Success/Infrastructure 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 10 day of April, 2023.

  
\_\_\_\_\_  
Notary Public

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



## **BID BOND**

Any singular reference to Vendor/Contractor, Surety, Owner, or other party shall be considered plural where applicable.

### **VENDOR/CONTRACTOR (Name and Address):**

Goodwin Bros. Construction, Inc.  
P.O. Box 1689 - Brooksville, FL 34605

### **SURETY (Name and Address of Principal Place of Business):**

Berkley Insurance Company  
475 Steamboat Road - Greenwich, CT 06830

### **OWNER:**

BOARD OF COUNTY COMMISSIONERS, HERNANDO COUNTY, FLORIDA  
15470 Flight Path Drive  
Brooksville, Florida 34604

### **BID**

Project:

**23-CG0023/JG – DR. DENNIS WILFONG CENTER FOR SUCCESS/INFRASTRUCTURE**

**BROOKSVILLE, FLORIDA**

### **BOND**

Bond Number: Bid Bond

Date (Not later than bid due date): February 22nd, 2023

Penal sum Five Percent of Amount Bid

(Words)

5% of Amount Bid

(Figures)

Surety and Vendor/Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

### **VENDOR/CONTRACTOR**

Goodwin Bros. Construction, Inc. (Seal)  
Vendor/Contractor's Name and Corporate Seal

By: [Signature] President  
Signature and Title

Attest: [Signature] ESTIMATOR  
Signature and Title

### **SURETY**

Berkley Insurance Company (Seal)  
Surety's Name and Corporate Seal

By: [Signature] Kevin R. Wojtowicz  
Signature and Title Attorney-in-Fact &  
(Attach Power of Attorney) FL Licensed Agent

Attest: [Signature] Margaret A. Schulz, CSR  
Signature and Title

Note: Above addresses are to be used for giving required notice.

1. Vendor/Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Vendor/Contractor



POWER OF ATTORNEY  
BERKLEY INSURANCE COMPANY  
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Kevin R. Wojtowicz or John R. Neu of Acrisure, LLC dba Nielson, Wojtowicz, Neu & Associates of St. Petersburg, FL* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **One Hundred Million and 00/100 U.S. Dollars (U.S.\$100,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

**RESOLVED**, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

**RESOLVED**, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

**RESOLVED**, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

**RESOLVED**, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 19th day of May, 2021.



Attest:

By

*Ira S. Lederman*  
Ira S. Lederman  
Executive Vice President & Secretary

Berkley Insurance Company

By

*Jeffrey M. Hafter*  
Jeffrey M. Hafter  
Senior Vice President

STATE OF CONNECTICUT )

) ss:

COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 19th day of May, 2021, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN  
NOTARY PUBLIC  
CONNECTICUT  
MY COMMISSION EXPIRES  
APRIL 30, 2024

*Maria C. Rundbaken*  
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.



under my hand and seal of the Company, this 22nd day of February, 2023.

*Vincent P. Forte*  
Vincent P. Forte



the penal sum set forth on the face of this bond. Payment of the penal sum is the extent of Surety's liability.

2. Default of Vendor/Contractor shall occur upon the failure of Vendor/Contractor to deliver within the time required by the bid documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the bid documents and any performance and payment bonds required by the Bid Documents.
3. This obligation shall be null and void if:
  - 3.1. Owner accepts Vendor/Contractor's bid and Vendor/Contractor delivers within the time required by the bid documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the bid documents and any performance and payment bonds required by the bid documents, or
  - 3.2. All Bids are rejected by Owner, or
  - 3.3. Owner fails to issue a Notice of Award to Vendor/Contractor within the time specified in the bid documents (or any extension thereof agreed to in writing by Vendor/Contractor and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this bond will be due and payable upon default by Vendor/Contractor and within thirty (30) calendar days after receipt by Vendor/Contractor and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this bond and the project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Vendor/Contractor, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed one hundred twenty (120) days from bid due date without Surety's written consent.
6. No suit or action shall be commenced under this bond prior to thirty (30) calendar days after the notice of default required in Paragraph 4 above is received by Vendor/Contractor and Surety and in no case later than one (1) year after bid due date.
7. Any suit or action under this bond shall be commenced only in a court of competent jurisdiction located in the state in which the project is located.
8. Notices required hereunder shall be in writing and sent to Vendor/Contractor and Surety at their respective addresses shown on the face of this bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this bond on behalf of Surety to execute, seal, and deliver such bond and bind the Surety thereby.
10. This bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this bond shall be deemed to be included herein as if set forth at length. If any provision of this bond conflicts with any

applicable statute, then the provision of said statute shall govern and the remainder of this bond that is not in conflict therewith shall continue in full force and effect.

11. The term "bid" as used herein includes a bid, offer, or proposal as applicable.

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



# HERNANDO COUNTY EMPLOYMENT DISCLOSURE CERTIFICATION STATEMENT

4/10/2023  
(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:

ESTIMATOR@GOODWINBROSINC.COM  
(Email address)

  
(Signature required)

Daniel Goodwin Jr.  
(Print name)

Daniel Goodwin Jr.  
(Print title)

14341 RINGF DELEON BLVD  
(Address)  
BROOKSVILLE, FL 34601

352-796-0149  
(Phone)

352-544-1084  
(Fax)

59-2827531  
(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: _____ <ul style="list-style-type: none"> <li>Involved with this procurement on behalf of Hernando County? No <input type="checkbox"/> Yes <input type="checkbox"/></li> <li>Involved with proposal development for this procurement? No <input type="checkbox"/> Yes <input type="checkbox"/></li> </ul>	N/A		
Name: _____  Sign: _____ <ul style="list-style-type: none"> <li>Involved with this procurement on behalf of Hernando County? No <input type="checkbox"/> Yes <input type="checkbox"/></li> <li>Involved with proposal development for this procurement? No <input type="checkbox"/> Yes <input type="checkbox"/></li> </ul>			
Name: _____  Sign: _____ <ul style="list-style-type: none"> <li>Involved with this procurement on behalf of Hernando County? No <input type="checkbox"/> Yes <input type="checkbox"/></li> <li>Involved with proposal development for this procurement? No <input type="checkbox"/> Yes <input type="checkbox"/></li> </ul>			

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

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

(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: Goodwin Brothers Construction Inc.

By:   
Authorized Signature

Date: 4/7/2023

Title: President

#### 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.



# DISCLOSURE OF LOBBYING ACTIVITIES

OMB Control Number: 4040-0013

Expiration Date: 2/28/2025

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

## Review Public Burden Disclosure Statement

<b>1. * Type of Federal Action:</b> <input type="radio"/> a. contract <input checked="" type="radio"/> b. grant <input type="radio"/> c. cooperative agreement <input type="radio"/> d. loan <input type="radio"/> e. loan guaranteed <input type="radio"/> f. loan insurance	<b>2. * Status of Federal Action:</b> <input type="radio"/> a. bid/offer/application <input checked="" type="radio"/> b. initial award <input type="radio"/> c. post-award	<b>3. * Report Type:</b> <input checked="" type="radio"/> a. initial filing <input type="radio"/> b. material change <b>For Material Change Only:</b> year <input type="text"/> quarter <input type="text"/> date of last report <input type="text"/>
---	---	--

**4. Name and Address of Reporting Entity:**  
☒ Prime    ☐ SubAwardee    Tier if known:   
 \* Name   
 \* Street 1  Street 2   
 \* City  State  Zip   
 Congressional District, if known:

**5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:**  
 \* Name   
 \* Street 1  Street 2   
 \* City  State  Zip   
 Congressional District, if known:

<b>6. * Federal Department/Agency:</b> <input style="width: 350px;" type="text"/>	<b>7. * Federal Program Name/Description:</b> <input style="width: 350px;" type="text"/> CFDA Number, if applicable: <input style="width: 150px;" type="text"/>
<b>8. Federal Action Number, if known:</b> <input style="width: 350px;" type="text"/>	<b>9. Award Amount, if known:</b> \$ <input style="width: 150px;" type="text"/>

**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:**   

*Name:	Prefix <input style="width: 50px;" type="text" value="Mr"/>	* First Name <input style="width: 150px;" type="text" value="Daniel"/>	Middle Name <input style="width: 150px;" type="text" value="RAY"/>
	* Last Name <input style="width: 150px;" type="text" value="Goodwin"/>	Suffix <input style="width: 50px;" type="text" value="Jr."/>	

 Title:  Telephone No.:  Date:

**Federal Use Only:**

**STANDARD FORM LLL (REV. 7/1997)**  
 Authorized for Local Reproduction



## CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:


(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 any federal 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 federal 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. (Standard Form-LLL can be obtained from the Hernando County Purchasing & Contracts Office.)

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.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Company/Firm: Goodwin Brothers Construction Inc.

By:  Date: 4/7/2023  
Authorized Signature

Title: President



## 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](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

4/7/2023

\_\_\_\_\_  
Date

Daniel Goodwin Jr  
Name (Printed)

President



## **Disadvantaged Business Enterprise (DBE) Affirmation Statement**

Prime Contractor/Prime Consultant: Goodwin Brothers Construction Inc,

Telephone Number: 352-796-0149

Address: 14341 Ponce De Leon Blvd, Brooksville, Florida 34601

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: CBS Underground

Telephone Number: 352-351-4605

Address: P.O. Box 930 Ocala FL 34478

The above company named is a (select one):

☐ DBE

☒ Non-DBE

• Company Name: AKCA, Inc

Telephone Number: 813-752-4471

Address: 4603 Reece Rd Plant City, FL 33566

The above company named is a (select one):

☐ DBE

☒ Non-DBE

• Company Name: Coastal Engineering

Telephone Number: 352-796-9423

Address: 966 Candlelight Blvd Brooksville, FL 34601

The above company named is a (select one):

☐ DBE

☒ Non-DBE

• Company Name: J&J Sod

Telephone Number: 352-586-9048

Address: PO Box 1032 Inverness, FL 34451

The above company named is a (select one):

☐ DBE

☒ Non-DBE

• Company Name: Road Safe Traffic Systems

Telephone Number: 813-740-0468

Address: 1861 Massaro Blvd Tampa, FL 33619

The above company named is a (select one):

☐ DBE

☒ Non-DBE

## FLORIDA CONFLICT OF INTEREST CERTIFICATION

4/7/2023  
(date)

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

The undersigned certifies that to the best of his/her knowledge: **(check only one)**

- ☒ There is no officer or employee of Hernando County, FL who has, or whose relative has, a substantial interest in any contract resulting from this request.
- ☐ The names of any and all public officers or employees of Hernando County, FL who have, or whose relative has, a substantial interest in any contract resulting from this request, and the nature of the substantial interest, are included below or as an attachment to this certification.

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Bidder:

estimator@goodwinbrosinc.com  
(Email address)

  
(Signature required)

Daniel Goodwin Jr  
(Print name)

President  
(Print title)

14341 Ponce De Leon Blvd, Brooksville, Florida 34601  
(Address)

352-796-0149  
(Phone)

352-544-1084  
(Fax)

59-2827531  
(Federal Taxpayer ID Number)



## **Representation Regarding Felony Convictions or Tax Delinquent Status**

All applicants must complete the paragraph (1) of this representation, and all corporate applicants also must complete paragraphs (2) and (3) of this representation.


- (1) Applicant, Goodwin Brothers Construction Inc., [insert applicant name] is X is not \_\_\_\_\_ (check one) an entity that has filed articles of incorporation in one of the fifty states, the District of Columbia, or the various territories of the United States including American Samoa, Federated States of Micronesia, Guam, Midway Islands, Northern Mariana Islands, Puerto Rico, Republic of Palau, Republic of the Marshall Islands, U.S. Virgin Islands. (Note that this includes both for-profit and non-profit organizations.)

For those applicants who indicate above that they are a corporation, the applicant must complete paragraphs (2) and (3) of the representation.

- (2) Applicant, Goodwin Brothers Construction Inc., [insert corporation name] has \_\_\_\_\_ has not X (check one) been convicted of a felony criminal violation under X Federal or X State law (check as applicable) in the 24 months preceding the date of application. Applicant has \_\_\_\_\_ has not X (check one) had any officer or agent of Applicant convicted of a felony criminal violation for actions taken on behalf of Applicant under Federal or State law in the 24 months preceding the date of signature.

- (3) Applicant, Goodwin Brothers Construction Inc., [insert corporation name] has \_\_\_\_\_ does not have X (check one) any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Providing the requested information is voluntary. However, failure to furnish the requested information will make the applicant ineligible to enter into a contract, memorandum of understanding, grant, loan, loan guarantee, or cooperative agreement with USDA.

APPLICANT'S SIGNATURE (BY) 	TITLE/RELATIONSHIP OF THE INDIVIDUAL IF SIGNING IN A REPRESENTATIVE CAPACITY <u>President</u>	DATE SIGNED (MM-DD-YYYY) <u>11-10-2023</u>
--	---	--

The U.S. Department of Transportation (USDOT) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact Disability Resource Center, U.S. Department of Transportation, 1200 New Jersey Ave, SE, W56-403, Washington, DC 20590, United States, [drc@dot.gov](mailto:drc@dot.gov) USDOT is an equal opportunity provider and employer.

## ADDENDA CONFIRMATION

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✔ Addendum #1

*Confirmed Apr 4, 2023 10:18 AM by Tom Charlow*

✔ Addendum #2

*Confirmed Apr 4, 2023 10:18 AM by Tom Charlow*

✔ Addendum #3

*Confirmed Apr 4, 2023 10:18 AM by Tom Charlow*

**ADDENDUM NO. ONE (1)**

TO  
THE CONTRACT DOCUMENTS  
FOR THE

**DR. DENNIS WILFONG CENTER FOR SUCCESS/INFRASTRUCTURE - REBID**

IN  
HERNANDO COUNTY, FLORIDA  
**SOLICITATION NO. 23-CG0215/JG**

**BID DATE: APRIL 10, 2023**

**NOTICE**

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

TO ALL PLAN HOLDERS:

The following changes, additions and/or deletions are hereby made a part of the Contract Documents for the **DR. DENNIS WILFONG CENTER FOR SUCCESS/INFRASTRUCTURE - REBID**, located in Hernando County, as fully and completely as if the same were fully set forth therein:

**A. ADDITION TO GENERAL CONDITIONS SECTION, PARAGRAPH**

**CLARIFICATIONS**

1. **Question:** On this electronic bid on the Portal, is it possible to submit a Bid and then Re-submit if our price changes, so long as Bid is received by you before the Bid Deadline?

**Answer:** This information is provided in OpenGov by clicking on the blue assistant circle located on the bottom right-hand corner of the screen in OpenGov. Information regarding bid submissions and re-submitting a bid submission is available in this OpenGov article: <https://help.procurement.opengov.com/en/articles/5681151-how-to-edit-or-withdraw-your-proposal-after-it-s-been-submitted>.

2. **Question:** For the Lift Station, - Plan Sheet C-14 Legend Note 6 states “ (furnish) Generator per Plans & Specs. But we do not find information/size/brand in the Plans. - Spec section 11.14 states : “ Vendor required to provide electrical design for the pump station that includes sizing of the generator” As a Site Contractor, we are not in the business of Electrical design nor sizing of generators. a. We can only Bid this project per the design/Plans/specs that are furnished by the project owner. b. Please confirm that Bidders will not be responsible for any design at the Pump Station. c. For purposes of getting apples-to-apples pricing, can Engineer furnish some basic guidelines on the generator so the Bidders will be bidding the same basic generator.

**Answer:** The Contractor shall provide a generator capable of meeting the attached HCUD specifications. Any design fees for generator sizing shall be included in the bid price.

3. **Question:** Will the Lift Station be powered strictly by a generator or will there be permanent Electric power to the Lift Station ? \_\_\_\_ a. Will power be furnished/pulled to the Lift Station location ? \_\_\_\_ b. Will Contractors be required to bring in Power ? c. If Contractor will be bringing in power, from what location/distance , and what size Feed is needed ?

**Answer:** Pump station will be powered by connection to the Duke Energy grid. Contractor shall coordinate and include connection fees for power company connection. Connection will need to be coordinated with Duke Energy.

4. **Question:** Plan sheet C -14 note states : “ \*\* Specs are for Flygt ..pump. Alternate Systems may be submitted for ...approval” a. Our understanding of the Note is that all Bids are to include \*Flygt pumps in those Bids, with the successful Contractor submitting Alternate Pumps/Prices after the Contract is awarded . b. Please confirm our understanding.

**Answer:** Bids should include a pump meeting the flow/head characteristics shown in the plans and listed as an approved manufacture by HCUD.

5. **Question:** Plan sheet C -14 note 12 states “Site Lighting ( at Lift Station) , per Plans and Specs”, but do not find this information in plans or specs.

**Answer:** Model/Type or Equivalent: LIGHT - LSBT1C8T3F1WH-BK PC6  
POLE - SSP 20 4 11 BK T238

6. **Question:** Will the Lift Station require a Flow Meter? a. If so, please furnish a spec/brand for this Meter.

**Answer:** No sewer meter is proposed at the pump station.

7. **Question:** At the Pre-Bid, there was brief mention of a future Monument Sign. Is it a correct assumption that we do not include anything for that Sign until more requirements are known?

**Answer:** No monument sign is included in this bid package.

8. **Question:** Please confirm Limits of Clearing . At the Pre-Bid Walk-through , it was mentioned that Clearing is limited to \*work\* areas being developed in this phase. a. Plan sheet C-03, Existing Conditions shows \*BOCC\* Tract and \*HCSD\* Tract as “ Do Not Clear” . b. We understand that the above 2 Tracts will need Clearing for the limits of Sidewalk construction, outside the Silt Fence Limits . c. \*PHSC\* Tract does not have the same note from above , but it is located inside the Silt Fence limits , which \*might indicate “No Clearing”. d. Do we include Clear-Cut Clearing from the northern limit of \*BOCC\* Tract all the way to Spring Hill Drive , for the Lift Station work, or is it more selective Clearing , just for the Access Road and the Lift Station itself ? e. Please clarify questions on Clearing from b , c, and d above .

**Answer:** The area inside the silt fence on the PHSC and HCSD tract is not to be cleared. Clearing shall be for the improvements located outside the silt fence area.

9. **Question:** Plan Sheet C-05 Grading Plan . Please confirm Grades required at : a. at Access/Stabilized road to Lift Station shows edge Elevations of 67.5'. We understand the note “ Future Elevation 69.5” to apply to a later project. b. \*BOCC\* Tract and \*HCSD\* Tract show Finished Floor Elevations for the overall Tracts , which we understand to indicate no Grading or Fill during this project.



**Answer:** Future finished floor elevations are for permitting and future design purposes. No grading shall be done to bring the sites to their future finished floor elevations with this contract.

10. **Question:** Plan Sheet C -06 shows Sections through the Ponds . a. \*Pond A\* has a Section A-A, shown on plan Sheet C-09 b. \* Existing\* Pond, just north of Pond A also has a Section A-A - - What plan Sheet is this section shown on?

**Answer:** Section B-B is provided on Sheet C-09 and shows the north south cross section of the proposed and existing pond.

11. **Question:** Plan Sheet C -06 shows Chain Link Fence around Pond A. What is specification for the Pond Fence ? a. Does Plan sheet C-15 Detail apply to the Pond also (or just the Lift Station Fence). b. Plans do not show, what is requirement for Gate(s)?

**Answer:** The chain link fence shown on Sheet C-06 shall meet the requirements of the security fence detail shown on Sheet C-15. A 20' dual swing gate shall be provided in the SE corner of the pond as shown on Sheet C-06.

12. **Question:** Plan Sheet C-08 show work at an Existing Pond with a different pond shape than the Existing Pond shown on Plan sheet C-06 . We do not find this Pond on Plan sheet C-04 Master Plan. Is this an additional / Off Site pond ? a. If so , please furnish information to locate this Pond on a map.

**Answer:** The pond on Sheet C-08 is a modification to the existing floodplain compensation pond located east of the site on Spring Hill Drive. See the match line on Sheets C-07 and C-08.

13. **Question:** Plan Sheet C-12 has several notes about “ Contractor to locate Water Main ... Relocation of water may be necessary”. a. Our understanding is that we are to include the cost to locate and identify any possible conflicts at those 3 locations. b. Any costs to relocate Conflicting utilities would be addressed later. c. Please confirm our understanding.

**Answer:** The contractor is to locate the existing water main at the identified approximate locations and confirm if relocation will be required. Cost for relocating shall be included in the bid.

14. **Question:** In the Bid Form, item 14.6 Bidder Acknowledgement states : “ ( bidder) Agrees at time of submitting bid that no further examinations, investigations, explorations, tests, studies or data are necessary for determination of its bid” a. Bidders submit Bids to be based solely on the information furnished by the project’s Owner at the time of the Bid and Bidders do not assume responsibility for any discovered conditions encountered during the course of construction. b. Please confirm the above understanding.

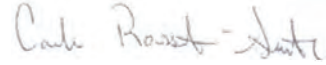
**Answer:** The bidder Acknowledgement statement, in the Vendor Questionnaire section, is to be confirmed if the bidder acknowledges their bid submission is based on the information supplied in the solicitation and that there are no further examinations, investigations, explorations, tests, studies, or data necessary for the determination of the bid submission for performance of the work at the prices supplied and within the times and in accordance with the other terms and conditions of the bid documents.

15. **Question:** Please clarify Scope of work required for Bid Item 9 Temporary Construction Access

**Answer:** Temporary construction access shall include the installation of a temporary soil tracking device at the site entrance per the detail provided on Sheet C-21.



BOARD OF COUNTY COMMISSIONERS  
HERNANDO COUNTY



\_\_\_\_\_  
Acknowledged

\_\_\_\_\_  
for: Toni Brady  
Chief Procurement Officer, Hernando County

Issued: March 24, 2023

**ADDENDUM NO. TWO (2)**

TO  
THE CONTRACT DOCUMENTS  
FOR THE

**DR. DENNIS WILFONG CENTER FOR SUCCESS/INFRASTRUCTURE - REBID**

IN  
HERNANDO COUNTY, FLORIDA  
**SOLICITATION NO. 23-CG0215/JG**

**BID DATE: APRIL 10, 2023**

**NOTICE**

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

TO ALL PLAN HOLDERS:

The following changes, additions and/or deletions are hereby made a part of the Contract Documents for the **DR. DENNIS WILFONG CENTER FOR SUCCESS/INFRASTRUCTURE - REBID**, located in Hernando County, as fully and completely as if the same were fully set forth therein:

**A. ADDITION TO GENERAL CONDITIONS SECTION, PARAGRAPH**

**CLARIFICATIONS**

1. **Question:** Plan sheet C-06 shows Retention Pond "A", and a Proposed 6' Chain Link Fence around the pond perimeter. a. Can you furnish a new Bid Item for this 600 Feet of Fence and a (?)\_ wide Gate .b. There is a Black Vinyl-coated Fence at the Lift Station, and we understand that fence to part of the Lump Sum Lift Station item, correct ?

**Answer:** A. Use 10 ft wide gate for pond, no bid item should be needed. B. cost for Lift station fence to be included in lump sum price for Lift Station.

2. **Question:** Can you extend the deadline for RFI/Questions? Pre-Bid was March 5 and Deadline is currently set as Monday March 20. More questions are sure to come up from the Subs/Suppliers as we get closer to the bid on April 10th, which would be 20 days after the RFI Deadline). a. To help get all the questions in, can RFI Deadline be extended to March 27th (which would still be 14 days before the Bid)?

**Answer:** The deadline cannot be moved.

3. **Question:** Plan Sheet C-15 shows installation Details for an RTU Antenna. a. Are there any Specifications for this very expensive Antenna and associated Panel ?

**Answer:** See Sheet C-15, Detail 45, Note 4. RTU Antenna is supplied by Data Flow Systems.

4. **Question:** Plan Sheet C-15 shows installation Detail for an Odor Control Unit. a. Are there any Specifications / Models/Brands for this equipment?

**Answer:** See HCUD Construction Specifications Manual per sheet C-02, Note 1 for Generator requirements.

5. **Question:** Please specify any sound attenuation requirements for the generator enclosure. Please provide sizing requirements if needed for this will vary the price greatly on the generator.

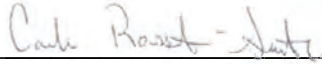
**Answer:** See HCUD Construction Specifications Manual per sheet C-02, Note 1 for Generator requirements. Per previous response to question 2, the contractor shall provide a generator capable of meeting HCUD specifications and shall include design fees necessary for generator sizing in the bid cost.

6. **Question:** Based on our calculations we do not believe a 100 AMP service is enough to power the lift station. With the 208V 3 Phase each 15 HP motor is 46.2 amps. So  $46.2 \times 2 = 92.4 \times 1.25 = 115$  Amps + Odor Control + Receptacle. With the 240V 3 Phase each 15 HP motor is 42 amps. So  $42 \times 2 = 84 \times 1.25 = 105$  Amps + Odor Control + Receptacle. Please confirm if service should be upsized.

**Answer:** Bidders should consider upsizing lift station service to 200 AMP.

\_\_\_\_\_  
Acknowledged

BOARD OF COUNTY COMMISSIONERS  
HERNANDO COUNTY

  
\_\_\_\_\_  
for: Toni Brady  
Chief Procurement Officer, Hernando County

Issued: March 24, 2023

**ADDENDUM NO. THREE (3)**

TO  
THE CONTRACT DOCUMENTS  
FOR THE

**DR. DENNIS WILFONG CENTER FOR SUCCESS/INFRASTRUCTURE - REBID**

IN  
HERNANDO COUNTY, FLORIDA  
**SOLICITATION NO. 23-CG0215/JG**

**BID DATE: APRIL 10, 2023**

**NOTICE**

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

TO ALL PLAN HOLDERS:

The following changes, additions and/or deletions are hereby made a part of the Contract Documents for the **DR. DENNIS WILFONG CENTER FOR SUCCESS/INFRASTRUCTURE - REBID**, located in Hernando County, as fully and completely as if the same were fully set forth therein:

**A. ADDITION TO GENERAL CONDITIONS SECTION, PARAGRAPH 22**

Addition to General Conditions section, Paragraph 22. E-Verify:

In accordance with section 448.095, F.S., the State of Florida expressly requires the following:

1. Every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
2. A private employer shall, after making an offer of employment which has been accepted by a person, verify such person's employment eligibility. A private employer is not required to verify the employment eligibility of a continuing employee hired before January 1, 2021. However, if a person is a contract employee retained by a private employer, the private employer must verify the employee's employment eligibility upon the renewal or extension of his or her contract.

If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this award.

BOARD OF COUNTY COMMISSIONERS  
HERNANDO COUNTY

Alisa Pike

 Digitally signed by Alisa Pike  
Date: 2023.03.28 15:59:16 -04'00'

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Acknowledged

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for: Toni Brady  
Chief Procurement Officer, Hernando County

Issued: March 28, 2023





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

This Contract, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Hernando County Board of County Commissioners, hereafter called the COUNTY, and Goodwin Bros. Construction, Inc., hereinafter called the VENDOR/CONTRACTOR. Owner and Vendor/Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follow:

**DR. DENNIS WILFONG CENTER FOR SUCCESS/INFRASTRUCTURE - REBID**

**ITB NO. 23-CG0215/JG**

**BROOKSVILLE, FLORIDA**

**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 the General Conditions, Special Conditions, Supplementary Conditions, Exhibits, Plans, Specifications, and other Contract Documents, all of which are made a part hereof and designated as follows:

**1.01.1** The Contract Documents for Bid No. 23-CG0215/JG consist of the following:

**Solicitation-Offer-Award**

**Advertisement of Bid**

**Solicitation Instructions**

**General Conditions**

**Special Conditions**

**Supplementary Conditions for  
Federal/State Requirements**

**Scope and Specifications**

**General Requirements and Technical  
Specifications**

**Bid/Proposal Pricing**

**Required Forms and Certifications**

**Construction Agreement and Required  
Documents After Award**

**Attachments/Reference Documents**

Exhibit A – Plans/Drawings

Exhibit B – Geological Report

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:

1. A Field Order;
2. Engineer's approval of a shop drawing or sample; or

3. 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):

1. Vendor/Contractor's Bid
  2. Documentation submitted by Vendor/Contractor after the Notice of Award:
    - a. Insurance Certificate
    - b. Payment and Performance Bond
- 1.02 The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
1. Notice to Proceed
  2. Change Order(s)
- 1.03 The documents listed in the Article are attached to this Agreement (except as expressly noted otherwise).
- 1.04 There are no Contract Documents other than those listed in this Article
- 1.05 The Contract Documents may only be amended, modified, or supplemented as stated in solicitation Section Titled "SPECIAL CONDITIONS", paragraph 16. Titled "Changes in the Work; Claims".

## 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 **Brian M. Malmberg, P.E., Coastal Engineering Associates, Inc.**, for the plans and specifications. **Erik van de Boogaard, Hernando County Construction Projects Coordinator** will act as the Owner'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:

3.01.1 All time limits for completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

### 3.02 Days to Achieve Substantial Completion and Final Payment:

3.02.1 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 **one hundred ninety-four (194)** calendar days after the date indicated on the Notice to Proceed.

### 3.03 Liquidated Damages:

Vendor/Contractor and Owner agree for each consecutive calendar day that the work remains incomplete after the Contract 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 **four hundred (\$400.00) per day**. This 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 as required to complete all work specified.

## ARTICLE 4 – CONTRACT PRICE

4.01 Owner 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:

<u>One Million, Eight Hundred Ninety-Four Thousand, Six Hundred Sixty-Six and 20/100</u> (words)	(\$1,894,666.20) (figure)
---	------------------------------

All specific cash allowances are included in the above price and have been computed in accordance with solicitation 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 solicitation 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 Owner Designated Representative as provided in solicitation 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 solicitation Section Titled "SPECIAL CONDITIONS", paragraph 17. Titled "Cost of the Work; Allowances; Unit Price Work", subparagraph C. titled "Unit Price Work".

### UNIT PRICE WORK

#### **GENERAL CONDITIONS**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mobilization	1	LS	\$23,575.00	\$23,575.00
2	Insurance, Permits, and Performance & Payment Bond	1	LS	\$23,365.00	\$23,365.00
3	Maintenance of Traffic	1	LS	\$3,450.00	\$3,450.00
4	Survey Layout/As-built	1	LS	\$28,129.00	\$28,129.00
5	Pre/Post Video	1	LS	\$575.00	\$575.00
6	Erosion Sediment Control (includes NPDES Permit/Inspection Report/NOT	1	LS	\$1,725.00	\$1,725.00
<b>TOTAL</b>					<b>\$80,819.00</b>

#### **CLEARING, GRUBBING AND EARTHWORK**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
7	Clearing/Grubbing (includes DRA & Floodplain Comp)	20	AC	\$3,910.00	\$78,200.00
8	Embankment Excavation, Filling and Grading	1	LS	\$75,977.78	\$75,977.78
9	Temporary Construction Access	1	LS	\$1,060.00	\$1,060.00
10	Silt Fence Installation and Removal	5,800	LF	\$1.32	\$7,656.00
<b>TOTAL</b>					<b>\$162,893.78</b>

#### **STORM DRAINAGE**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
11	15" RCP	68	LF	\$56.22	\$3,822.96
12	18" RCP	508	LF	\$60.40	\$30,683.20
13	24" RCP	92	LF	\$86.53	\$7,960.76
14	29" x 45" ERCP	104	LF	\$244.49	\$25,426.96
15	30" RCP	266	LF	\$128.21	\$34,103.86
16	42" RCP	266	LF	\$216.80	\$57,668.80
17	48" RCP	334	LF	\$263.40	\$87,975.60
18	FDOT Gutter Type V Inlet	6	EA	\$5,298.13	\$31,788.78
19	FDOT Type C Inlet	1	EA	\$3,349.02	\$3,349.02
20	FDOT Type F Inlet	2	EA	\$10,516.58	\$21,033.16
21	FDOT Type G Inlet	1	EA	\$8,386.58	\$8,386.58
22	FDOT Type 7 Inlet	1	EA	\$8,011.28	\$8,011.28
23	24" MES	3	EA	\$902.75	\$2,708.25
24	29" x 45" MES	2	EA	\$4,110.10	\$8,220.20
25	48" MES	1	EA	\$5,709.75	\$5,709.75
26	Rip Rap	650	SF	\$5.52	\$3,588.00
27	Concrete Weir with Skimmer	1	EA	\$12,150.95	\$12,150.95



Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
28	Sod DRA Side Slopes	13,800	SY	\$2.65	\$36,570.00
29	Seed and Mulch DRA	56,000	SY	\$0.30	\$16,800.00
<b>TOTAL</b>					<b>\$405,958.11</b>

#### SANITARY SEWER

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
30	8" PVC SDR 26 (0'-6')	350	LF	\$52.13	\$18,245.50
31	8" PVC SDR 26 (6'-8')	350	LF	\$57.88	\$20,258.00
32	8" PVC SDR 26 (8'-10')	222	LF	\$60.42	\$13,413.24
33	Manholes (0'-6')	2	EA	\$6,616.28	\$13,232.56
34	Manholes (6'-8')	1	EA	\$8,339.71	\$8,339.71
35	Manholes (8'-10')	1	EA	\$9,803.75	\$9,803.75
36	LS Receiving Manhole (8'-10') Coated	1	EA	\$14,137.39	\$14,137.39
37	Pump Station Complete	1	LS	\$460,000.00	\$460,000.00
38	Gravity Sewer Testing	922	LF	\$9.05	\$8,344.10
39	4" PVC C-900 Force Main	1,840	LF	\$24.75	\$45,540.00
40	4" MJ 45 Ftg with Restraints	10	EA	\$666.61	\$6,666.10
41	4" x 6" Tapping Sleeve and Valve	1	EA	\$7,506.83	\$7,506.83
42	Force Main Pressure Testing	1,840	LF	\$2.88	\$5,299.20
43	Stabilized Roadway	930	SY	\$10.56	\$9,820.80
<b>TOTAL</b>					<b>\$640,607.18</b>

#### WATER DISTRIBUTION

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
44	8" PVC C-900 Water Main	100	LF	\$75.67	\$7,567.00
45	12" PVC C-900 Water Main	1,150	LF	\$104.42	\$120,083.00
46	12" MJ 45 Ftg with Restraints	4	EA	\$2,107.63	\$8,430.52
47	12" x 4" Tee Ftg with Restraints	3	EA	\$1,331.11	\$3,993.33
48	12" x 8" Tee Ftg with Restraints	3	EA	\$1,461.97	\$4,385.91
49	12" x 8" Cross Ftg with Restraints	1	EA	\$1,645.65	\$1,645.65
50	4" Gate Valve with Restraints	3	EA	\$2,542.75	\$7,628.25
51	8" Gate Valve with Restraints	5	EA	\$4,132.79	\$20,663.95
52	12" Gate Valve with Restraints	2	EA	\$7,130.00	\$14,260.00
53	4" End Cap with Restraints	3	EA	\$286.30	\$858.90
54	8" End Cap with Restraints	3	EA	\$445.91	\$1,337.73
55	Temporary Water Service Connection (HCUD Detail #42)	1	EA	\$1,725.00	\$1,725.00
56	Cut and Connect to Existing Water Main	4	EA	\$8,674.07	\$34,696.28
57	Water Testing/Chlorination	1,250	LF	\$4.27	\$5,337.50



Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
<b>TOTAL</b>					<b>\$232,613.02</b>

#### ROAD CONSTRUCTION

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
58	12" Type B Stabilized Subgrade	2,920	SY	\$2.95	\$8,614.00
59	8" Limerock Base	2,920	SY	\$13.35	\$38,982.00
60	1-5" Type SP-12.5 Asphalt (Traffic Level C)	2,920	SY	\$10.17	\$29,696.40
61	1" Type SP-9.5 Asphalt (Traffic Level C)	2,920	SY	\$6.90	\$20,148.00
62	Drop Curb	1,100	LF	\$15.53	\$17,083.00
63	Valley Gutter	130	LF	\$28.75	\$3,737.50
64	Sod R/W	7,600	SY	\$2.65	\$20,140.00
65	5' Concrete Sidewalk (3,000 psi/4" thick)	19,332	SF	\$7.48	\$144,603.36
66	Curb Ramp with Tactile Surface	4	EA	\$747.50	\$2,990.00
67	10' x 10' Concrete Pad (3,000 psi/4" thick)	2	EA	\$977.50	\$1,955.00
68	Seed and Mulch R/W, Easements	8,900	SY	\$0.30	\$2,670.00
69	Striping/Signage	1	LS	\$6,376.75	\$6,376.75
<b>TOTAL</b>					<b>\$296,996.01</b>

#### GOPHER TORTOISE RELOCATION

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
70	Gopher Tortoise Survey & Permitting	1	LS	\$3,268.30	\$3,268.30
71	Gopher Tortoise Burrow Excavation	18	EA	\$230.00	\$4,140.00
72	Gopher Tortoise Relocation	10	EA	\$6,737.08	\$67,370.80
<b>TOTAL</b>					<b>\$74,779.10</b>

ESTIMATED TOTAL OF ALL UNIT PRICE WORK	\$	One Million, Eight Hundred Ninety-Four Thousand, Six Hundred Sixty-Six and 20/100	\$(1,894,666.20)
		(use words)	(figure)

#### ARTICLE 5 – PAYMENT PROCEDURES

##### 5.01 Submittal and Processing of Payments:

**5.01.1** Vendor/Contractor shall submit Applications for Payment in accordance with solicitation 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 Owner Designated Representative as provided in the Contract Documents.

## **5.02     Progress Payments; Retainage:**

**5.02.1**     Owner 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, Ch. 218.735, F.S. (current version), 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 Owner Designated Representative may determine or Owner 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 Owner Designated Representative's recommendation of payment in accordance with solicitation 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, Owner shall pay Vendor/Contractor the remainder of the Contract Price as recommended by Owner Designated Representative, less any sum Owner is entitled to set off against Owner 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 Owner 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 Owner Designated Representative and a final Certificate for Payment has been issued by the Owner Designated Representative.

## **ARTICLE 6 – INTEREST**

**6.01**     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 Owner to enter into this Agreement 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 as to 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 as to 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 Owner 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:

- 8.01.1 Terms used in this Agreement will have the meanings stated in the Contract Documents.

### 8.02 Assignment of Contract:

- 8.02.1 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:

- 8.03.1 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 Owner 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 Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one (1) 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, Eight Hundred Ninety-Four Thousand, Six Hundred Sixty-Six and 20/100 Dollars (\$1,894,666.20) and is based on the lump sum prices contained herein and subject to additions or deductions as modified.

OWNER:  
HERNANDO COUNTY BOARD OF COUNTY  
COMMISSIONERS

By: JOHN ALLOCCO

Title: CHAIRMAN

[CORPORATE SEAL]

Attest: Douglas A. Chorvat, Jr.

Title: Clerk of Circuit Court & Comptroller

Address for giving notices:

15470 Flight Path Dr.

Brooksville, FL 34604

VENDOR/CONTRACTOR

GOODWIN BROS. CONSTRUCTION, INC.

By: DANIEL RAY GOODWIN, JR.

Title: PRESIDENT

[CORPORATE SEAL]

Attest: *Tara Chorvat*

Title: PROJECT MANAGER/ESTIMATOR

Address for giving notices:

P.O. Box 1689

Brooksville, FL 34605-1689

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: 05/09/2023  
Department: Procurement Department  
Prepared By: Stefanie Faber  
Initiator: Toni Brady  
DOC ID: 12134  
Legal Request Number: 2022-296-1  
Bid/Contract Number: 23-T00041GL

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#### TITLE

Award of Contracts to Minuteman Security Technologies, Inc., and MCS of Tampa, Inc., d/b/a Mission Critical Solutions for Pre-Qualification for Installation of Access Control and Video Communication Systems (Contract No. 23-T00041/GL)

#### BRIEF OVERVIEW

On February 1, 2023, the Procurement Department issued a Request for Pre-Qualifications (RFPQ No. 23-T00041/GL) to obtain qualifications for the Installation of Access Control and Video Communication Systems. The terms of the resulting contracts are each for a three-year period with two (2) optional one-year renewal periods. The County intends to award two (2) contracts to the pre-qualified pool of the proposing firms.

Two (2) submissions were received on the opening date of March 1, 2023, from the following firms (in alphabetical order):

#### FIRM NAME

MCS of Tampa, Inc., d/b/a Mission Critical Solutions  
Minuteman Security Technologies, Inc.

#### LOCATION

Tampa, FL  
Tampa, FL

A Professional Services Review Committee (PSRC) comprised of George Welsted, Director of Information Technology, and Tina Zinser, IT Program and Financial Administrator, met on March 24, 2023, to review and pre-qualify the two (2) submissions (in alphabetical order):

#### FIRM NAME

MCS of Tampa, Inc., d/b/a Mission Critical Solutions  
Minuteman Security Technologies, Inc.

#### LOCATION

Tampa, FL  
Tampa, FL

The PSRC consensus resulted in a recommendation to accept both firms as a pre-qualified pool for future installations of access control and video communication systems.

The qualifications were evaluated based on conformance with specifications and the Bidders' ability to perform the Contract in accordance with the terms, conditions, and specifications required. The responses were found to be responsive and responsible.

Staff is recommending awards to Minuteman Security Technologies, Inc., and MCS of Tampa, Inc. d/b/a Mission Critical Solutions. The Recommendation for Award Memo is attached.

The Chief Procurement Officer has reviewed this requirement for conformance to the Hernando County Procurement Ordinance and the Hernando County Procurement Department Policies and Procedures.



**FINANCIAL IMPACT**

Funds will be available from various Hernando County Departments as fiscal year funding is budgeted and not-to-exceed budgeted line-item amounts. County-wide Department purchases will only be made against available Department budgets.

**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 that the Board approve the attached Contracts for RFPQ No. 23-T00041/GL for the Pre-Qualification for Installation of Access Control and Video Communication Systems to Minuteman Security Technologies, Inc., and MCS of Tampa, Inc., d/b/a Mission Critical Solutions, authorize the Chief Procurement Officer to approve the renewal of the Contracts when there is no change to the terms and conditions, and to approve change orders as they become necessary and required up to allowable budget amounts.

**REVIEW PROCESS**

George Welsted	Approved	04/19/2023	9:11 AM
Carla Rossiter-Smith	Approved	04/22/2023	6:57 AM
Toni Brady	Approved	04/25/2023	10:24 AM
Pamela Hare	Approved	04/25/2023	10:32 AM
Victoria Anderson	Approved	04/25/2023	4:51 PM
Heidi Kurppe	Approved	04/26/2023	4:50 PM
Scott Herring	Approved	04/26/2023	5:16 PM
Jeffrey Rogers	Approved	04/27/2023	12:35 PM
Colleen Conko	Approved	04/27/2023	3:07 PM

## BID REGISTER

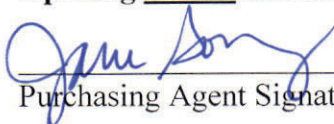
ITB NO. 23-T00041/GL

**TITLE: Pre-Qualification for Installation of Access Control and Video Communication System**

**OPENING DATE: March 1, 2023 @ 3:00PM**

COMPANY NAME	TOTAL BASE BID READ AT OPENING
Minuteman Security Technologies, Inc.	— N/A
Mission Critical Solutions, Inc.	— N/A

According to Florida Sunshine law (119.071) under the Uniform Commercial Code, Hernando County has thirty (30) calendar days to examine and review all Bids to determine the responsiveness of the bidders. On the 31<sup>st</sup> day, which will be March 26, 2023, you may review the Bid Documents. Until the Bids have been reviewed to determine if they are responsive and responsible, the results read at this Bid Opening ONLY indicates who the Apparent Low Bidder is at this time.

  
Purchasing Agent Signature

  
Verification Signature

## TECHNICAL EVALUATION FOR BID AWARD

ITB NO. 23-T00041/GL

Pre-Qualification for Installation of Access Control and Video Communication Systems

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?

**Not Applicable**

If the bid is considered reasonable/realistic, provide justification for your conclusion.

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?

**Not Applicable**

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, Both responders have the capabilities to perform the requested tasks.**

If minimums were not identified in the solicitation, you may request information on proposed resources from the bidder **through Purchasing.**

## TECHNICAL EVALUATION FOR BID AWARD

Page 2

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?

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.

Reference checks revealed an overall satisfactory results. MCS history with Hernando county has been hit and miss.

We would request the vendors review all documentation regarding this contract PRIOR to bidding on specific project to ensure timely and accurate completion.

### 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.**



## 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:** 03/8/2023

**TO:** Georgia Lim, Purchasing Agent II, and 352-754-4020

**FROM:** George Welsted, Director of Information Technology, 352-540-6995

**SUBJECT:** Recommendation for Award, Bid No. 23-T00041/GL,  
Project Name: Pre-Qualification for Installation of Access Control and Video Communication Systems

Estimated Project Cost: \$  N/A  

The attached Bid received from MCS/Minuteman Security for the above referenced project/solicitation are 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 on or by 3:00 PM on March 22, 2023.

1. Total Contract Bid Price is: \$0.00

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.

Recommendation to accept both responsive vendors as pre-qualified for future access control and video systems.

6. Provide the funding information: Fund NA Dept NA Account NA

Recommendation Approved By: [Signature] Date: 03-24-2023

Department Director/Manager

Enclosure



## SOLICITATION - OFFER - AWARD

<b>SOLICITATION NO.:</b> <b>23-T00041/GL</b>	<b>SOLICITATION TITLE:</b> <b>PRE-QUALIFICATION FOR INSTALLATION OF ACCESS CONTROL AND VIDEO COMMUNICATION SYSTEMS</b>	<b>DATE ISSUED:</b> <b>FEBRUARY 1, 2023</b>	<b>CONTRACT NO.:</b> <b>23-T00041/GL</b>
<b>ISSUED BY:</b> <b>BOARD OF COUNTY COMMISSIONERS</b> <b>HERNANDO COUNTY, FLORIDA</b> John Allocco, Chairman Elizabeth Narverud, Vice Chairman Steve Champion, Second Vice Chairman Jerry Campbell Brian Hawkins		<b>SUBMIT BID OFFER TO:</b> <b>HERNANDO COUNTY</b> <b>PROCUREMENT DEPARTMENT</b> <b>15470 FLIGHT PATH DRIVE</b> <b>BROOKSVILLE, FL 34604</b>  Toni Brady Chief Procurement Officer	

## SOLICITATION

PREQUALIFICATION FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT DESCRIBED HEREIN WILL BE RECEIVED AT THE OFFICE OF HERNANDO COUNTY PROCUREMENT DEPARTMENT, VIA HERNANDO COUNTY'S EPROCUREMENT PORTAL AT: <https://secure.procurenow.com/portal/hermandocounty>, **UNTIL 3:00 P.M., LOCAL TIME ON MARCH 1, 2023.** NO PREQUALIFICATIONS WILL BE ACCEPTED AFTER THE ABOVE STIPULATED DATE AND TIME. THIS IS AN ADVERTISED SOLICITATION AND THE RESPONDING BIDDERS WILL BE PUBLICLY READ IN THE PURCHASING AND CONTRACTS DEPARTMENT CONFERENCE ROOM, 15470 FLIGHT PATH DRIVE, BROOKSVILLE, FL 34604 AT **3:00 P.M. ON MARCH 1, 2023.** PURSUANT TO FS 119.071 (Current Edition), SEALED BIDS, PROPOSALS, OR REPLIES RECEIVED BY AN AGENCY PURSUANT TO A COMPETITIVE SOLICITATION ARE EXEMPT FROM INSPECTION UNTIL SUCH TIME AS THE AGENCY PROVIDES NOTICE OF AN INTENDED DECISION OR UNTIL THIRTY (30) DAYS AFTER OPENING THE BIDS, PROPOSALS, OR FINAL REPLIES, WHICHEVER IS EARLIER.


ITEM NO.	DESCRIPTION OF SERVICE/SUPPLIES/EQUIPMENT	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	FOR PROVIDING INSTALLATION OF ACCESS CONTROL AND VIDEO COMMUNICATION SYSTEMS.  SUBMIT PRICING ON ELECTRONIC BID FORM IF REQUIRED	XXXX	XXXX	XXXXXXXX	\$ <u>N/A</u>

## OFFER

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

I CERTIFY THAT THIS PRE-QUALIFICATION IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY CORPORATION, FIRM, OR PERSON SUBMITTING A PRE-QUALIFICATION FOR THE SAME SERVICE, MATERIALS, SUPPLIES, OR EQUIPMENT, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE BY ALL CONDITIONS OF THIS PRE-QUALIFICATION AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS PRE-QUALIFICATION FOR THE VENDOR/CONTRACTOR. IN SUBMITTING A PRE-QUALIFICATION TO THE COUNTY OF HERNANDO THE VENDOR/CONTRACTOR OFFERS AND AGREES THAT THE VENDOR/CONTRACTOR ASSIGNS AND TRANSFERS TO THE COUNTY OF HERNANDO ALL RIGHTS AND INTEREST IN AND TO ALL CAUSES FOR ACTION IT MAY NOW OR HEREAFTER ACQUIRE UNDER THE ANTI-TRUST LAWS OF THE UNITED STATES AND THE STATE OF FLORIDA FOR PRICE FIXING RELATING TO THE PARTICULAR COMMODITIES OR SERVICES PURCHASED OR ACQUIRED BY THE COUNTY OF HERNANDO.

**DISCOUNT FOR PROMPT PAYMENT:**    0 % 10 CALENDAR DAYS    0 % 20 CALENDAR DAYS    0 % CALENDAR DAYS

<b>BIDDER'S INFORMATION</b> MCS of Tampa, Inc. DBA Mission Critical Solutions  8510 Sunstate St. Address Tampa                      FL                      33634 City                      State                      Zip Code 813-872-0217 Phone Number                      Fax Number                      Email Address	<b>NAME AND TITLE OF PERSON AUTHORIZED TO SIGN BID OFFER:</b> BIDDER'S SIGNATURE <div style="text-align: center; font-size: 2em;">  </div> OFFER DATE March 1, 2023
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## AWARD

(TO BE COMPLETED BY COUNTY)

REVIEWED FOR LEGAL SUFFICIENCY: 06/23/2022	LR NO.: 2022-296-1	BY: VICTORIA ANDERSON
ACCEPTED AS TO ITEM(S) NO:	AMOUNT:	ACCOUNTING CODE:
SUBMIT INVOICES TO: <b>HERNANDO COUNTY</b> <b>INFORMATION TECHNOLOGY</b> <b>20 N. MAIN ST.</b> <b>BROOKSVILLE, FL 34601-2800</b>	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ACCEPTANCE AND AWARD FOR THE COUNTY:	
	SIGNATURE:	AWARD DATE:

## **2. SOLICITATION-OFFER-AWARD**

**ISSUED BY:**

BOARD OF COUNTY COMMISSIONERS

HERNANDO COUNTY, FLORIDA

John Allocco, Chairman

Elizabeth Naverud, Vice Chairman

Steve Champion, Second Vice Chairman

Jerry Campbell

Brian Hawkins

**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 BY THE OFFICE OF PURCHASING AND CONTRACTS, VIA THE COUNTY'S [eProcurement Portal](#) UNTIL 3:00 pm, LOCAL TIME ON Wednesday, March 1, 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 3:00 pm ON Wednesday, March 1, 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**

I certify that this PRE-QUALIFICATION is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a PRE-QUALIFICATION for the same service, materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this PRE-QUALIFICATION and certify that I am authorized to sign this PRE-QUALIFICATION for the Vendor/Contractor. In submitting a PRE-QUALIFICATION to the County of Hernando the Vendor/Contractor offers and agrees that the Vendor/Contractor assigns and transfers to the County of Hernando all rights and interest in and to all causes for action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County of Hernando..

## **5. AWARD**

Upon Award, if any, please SUBMIT INVOICES TO:

Requesting Department



## 6. RFPQ INFO

### ADVERTISEMENT

#### 6.1. ADVERTISEMENT OF RFPQ

##### REQUEST FOR PRE-QUALIFICATION

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

TERM CONTRACT ITB NO. SOLICITATION # 23-T00041/GL

FOR

Pre-Qualification for Installation of Access Control and Video Communication Systems

Hernando County Board of County Commissioners is soliciting Vendor/Contractor to supply all materials, labor, and equipment in order to accomplish the installation of single mode fiber and Category 6 (Cat 6) cabling on an as-needed basis for Hernando County Departments as described in the specifications.

Offers for furnishing the above will be received and accepted up to 3:00 p.m. (local time), Wednesday, March 1, 2023, via Hernando County Procurement Department [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](http://www.hernandocounty.us), or by submitting a question via the Q&A Tab in the County's [eProcurement Portal](#).

ExParte Communication: Please note that to ensure proper and fair evaluation of a submittal, the County prohibits exparte communication (i.e. unsolicited) initiated by the Proposer to the County Official or Employee prior to the time a proposal decision has been made. Communication between Proposer 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 Proposal.

Exparte communication may be grounds for disqualifying the offending Proposer from consideration or award of the Proposal then in evaluation or any future Proposal.

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.

All firms are hereby placed on formal notice that neither the County Commissioners nor candidates for County Commission, nor any employees from the Hernando County Government, Hernando County staff members, nor any members of the Professional Services Review Committee are to be lobbied, either individually or collectively, concerning this project. Firms and their agents who intend to submit qualifications, or have submitted qualifications, 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 for this project.

*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 APPLICANTS**

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 Carla Rossiter-Smith Procurement and Grants Manager, Purchasing and Contracts Department, via the County's [eProcurement Portal](#) Question and Answer tab.

## 7. SOLICITATION INSTRUCTIONS

### 7.1. DEFINITION OF TERMS

- A. **APPLICANT:** The term “Applicant” used herein refers to the dealer/manufacturer or business organization submitting a Pre-Qualification application 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 Vendor/Contractors, proposal, surety bonds, addenda and other documents) whether attached thereto or not.
- C. **CONTRACT TIMES:** The number of days within which, or the dates by which, the work is to be substantially completed and ready for final payment as set forth in the Agreement. The Contract Times will commence on the date indicated in the Notice to Proceed.
- D. **CONTRACT WORK:** Any and all obligations, duties and responsibilities necessary to the successful completion of the project assigned to or undertaken by the Vendor/Contractor under the Contract Documents, including the furnishing of all labor, materials, equipment, and other incidentals.
- E. **COUNTY:** The Board of County Commissioners, Hernando County, or its duly authorized representative.
- F. **MODIFICATION/AMENDMENT/CHANGE ORDER:** Shall mean the written order to the Vendor/Contractor signed by the Vendor/Contractor and County authorizing an addition, deletion, or revision in the goods, services and/or work to be provided under the Contract Documents or an adjustment in the Contract Price issued after Contract award.
- G. **OWNER:** Hernando County Board of County Commissioners (County).
- H. **VENDOR/CONTRACTOR:** The Pre-Qualified entity awarded a Contract by the County for the furnishing of goods or services.

**QUESTIONS REGARDING SPECIFICATIONS OR APPLICATION PROCESS:** To ensure fair consideration for all Pre-Qualification Applicants, 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 Pre-Qualification process shall be addressed in writing through the County's [eProcurement Portal](#) as indicated below, prior to the Wednesday, February 15, 2023.
- B. Any questions relative to interpretation of the specifications or the Pre-Qualification process shall be addressed in writing through the County's [eProcurement Portal](#) as indicated below, prior to the Wednesday, February 15, 2023.

- C. It will be the responsibility of the Pre-Qualification Applicants to visit County's eProcurement Portal to ensure they are aware of all Addenda issued for this solicitation.
- D. Questions will only be accepted through the period specified in the Pre-Qualification Application documents.
- E. All Addenda must be acknowledged via the County's eProcurement Portal. Failure to acknowledge any Addenda may render the Vendor/Contractor's Pre-Qualification Application as non-responsive and subject to rejection.

## **8. GENERAL CONDITIONS**

### **8.1. CONTRACT PERIOD:**

- A. The Contract resulting from this solicitation shall be a term Contract for the time period specified herein. During the specified time period, the County may order services/supplies as the requirements generate and the Vendor/Contractor will deliver the services/supplies ordered. It is understood that the County is not obligated to purchase any specific amount of services/supplies under this Contract.
- B. The period of the Contract shall extend for 3 years effective upon award.
- 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 year periods at the same prices, terms and conditions. The County alone will determine whether or not this renewal option will be exercised based on its convenience and its best interest. The County will notify the Vendor/Contractor, in writing, no later than thirty (30) days prior to expiration of its decision to exercise this Contract renewal option and/or options. Any request by the Vendor/Contractor for consideration of a price adjustment must be submitted in writing to the County at the time of County notice of its decision to exercise Contract renewal (this provision), and Contractor must provide written evidence based on increased costs to the Vendor/Contractor. Documentation of these increases must be furnished to the County upon request. Any price adjustment (increase or decrease) approved by the County shall impose upon the Vendor/Contractor the requirement to advise and extend to the County price reductions when costs similarly decrease.
- 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.

### **8.2. QUALIFICATION OF PRE-QUALIFIED APPLICANT:**

- A. APPLICANTS should be aware of the experience requirements below:
  - 1. Vendor/Contractor must submit with their qualifications, a list of at least three (3) references of firms, organization and/or governmental agencies/ entities for which services of a similar size and scope of this solicitation. These references must have been satisfactorily performed within the past three (3) years. Failure to submit said references may render the submission non-responsive. The County reserves the sole right to request and Vendor/Contractor to provide additional references sought by the County.



Vendor/Contractor must be a certified network cable installer for the Leviton or equivalent products installed (contemplated).

### 8.3. PRE-QUALIFICATION EVALUATION/AWARD OF PROJECTS:

- A. Pre-Qualification evaluation will be based on conformance with the specifications, and the Vendor/Contractor's ability to perform the Contract in accordance with the terms and conditions required.
- B. Prior to each work order, pre-qualified Vendor/Contractors under this Contract will be asked for a Quote. Depending on the scope of work to be performed, all or a portion of Vendor/Contractors will be invited to provide a quote utilizing a rotational basis. The work order will be awarded to the lowest, responsive, and responsible Vendor/Contractor. However, the County reserves the sole right to reject any and all quotes in accordance with the Hernando County Procurement Ordinance.
- C. Per Hernando County Purchasing Policies and Procedures Section No. 030, if a specific project is anticipated to be less than \$2,500.00, only one (1) Vendor/Contractor will be contacted to provide a quote. In these cases, the Vendor/Contractors will be utilized on a rotational basis.
- D. Pre-Qualified Vendor/Contractors shall submit quotes on projects as requested by Hernando County departments. Failure to respond to three (3) consecutive quotes may result in the pre-qualified Vendor/Contractor being removed from the pre-qualification list.
- E. If two (2) or more fully responsive, responsible quotes are received for the same total amount or unit price, quality and service being equal, the County reserves the right to award the project to the Vendor/Contractor 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 Vendor/Contractors or from non-local Vendor/Contractors when no Hernando County Vendor/Contractor has submitted a tie Bid, then the Chief Procurement Officer shall award the Contract to one (1) Vendor/Contractor by drawing lots in a public meeting. Note: It is the intention of the County to award to multiple qualified Vendor/Contractors.

### 8.4. LOCAL PREFERENCE:

- A. Purpose and Findings: These provisions apply to purchases using Formal Bid, Request for Proposals or Quotes. The County annually spends significant dollars on purchasing personal property, materials, and services, and in constructing improvements to real property or existing structures. The dollars used in making those purchases are derived, in large part, from taxes, fees and utility revenues paid by businesses located within Hernando County, and the County Commission has determined that funds generated in the community should, to the extent

possible, be placed back into the local economy. Therefore, the County Commission has determined that it is in the best interest of the County to give a preference to local businesses in making such purchases whenever the application of such a preference is reasonable in light of the dollar-value of Bids and Quotes received in relation to such expenditures.

B. Application:

1. In bidding for, or letting contracts for procurement of supplies, materials, equipment, and services, as described in the purchasing policies of the County, the BOCC 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 \$35,000.00, or
  - b. Three percent (3%) if the cost differential does not exceed \$1,000.00 for procurement activities in amounts more than \$10,000.00, but less than \$35,000.00.
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 BOCC.
3. In the case of Requests for Proposals or Requests for Qualifications, 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 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.
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 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 Purchasing and Contracts Department as identified in the Purchasing 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.
- F. Appeal: If an application for a “Local Contractor/Vendor” designation is denied, the applicant may appeal such decision to the County Administrator for review and further consideration.

## 8.5. HOURS

Work may be performed between the hours of 8:00 am - 5:00 pm Monday-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.

## 8.6. WARRANTIES

The Vendor/Contractor agrees that the supplies and services furnished under this Contract shall be covered by the most favorable commercial warranties the Vendor/Contractor 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.

#### 8.7. DELIVERY AND ACCEPTANCE:

- A. The County will order services/supplies by issuance of a Hernando County Numbered Purchase Order (PO) or email work authorization for projects approved for P-card payment. 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 Purchase Order specifications and conditions. Should the services/supplies differ in any respect from the specifications, payment will be withheld until such time as the Vendor/Contractor takes necessary correction action. If the proposed corrective action is not acceptable to the County, final acceptance of the services may be refused, in which case the services shall remain the property of the Vendor/Contractor and the County shall not be liable for payment for any portion thereof.
- C. Unless otherwise specified, services shall be performed as described in these Contract documents on a case by case or project by project basis.
- 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.

#### 8.8. REJECTION OF APPLICATION:

The County reserves the sole right to reject any and all Pre-Qualification Application submissions. Pre-Qualification Applications 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 Pre-Qualification Application, may be rejected at the option of the County. A Vendor/Contractor shall not be qualified 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.

#### 8.9. NON-EXCLUSIVE CONTRACT:

Award of a Contract resulting from this Pre-Qualification Application 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.

#### **8.10. NON-PERFORMANCE:**

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

#### **8.11. ASSIGNMENT:**

The successful Vendor/Contractor 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.

#### **8.12. PUBLIC ENTITY CRIMES:**

Any person submitting a Pre-Qualification Application in response to this Request for Pre-Qualification certifies that they are aware of, and in compliance with, all requirements under Section 287.133, Florida Statutes (Current Edition), on Public Entity Crimes. Pre-Qualification Applicants must provide a response to the section titled VENDOR QUESTIONAIRE, Sworn Statement to Public Entity Crimes included in these bid documents.

#### **8.13. 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 his/her designee.

#### **8.14. 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.

#### **8.15. TAXES:**

- A. The Board of County Commissioners, Hernando County, Florida, has the following tax exemption certificates assigned:
  - 1. Florida Sales & 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).

#### **8.16. LITIGATION/WAIVER OF JURY TRIAL:**

This Contract shall be governed by and construed according to Florida law. Venue for any dispute or formal litigation concerning this Contract 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 Contract 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

#### **8.17. 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.

2. Prior to termination for default, the County will provide adequate written notice to the (Vendor/Contractor) through the Chief Procurement Officer, Purchasing and Contracts, affording him/her the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action and possible debarment. Such termination may also result in suspension or debarment of the Vendor/Contractor for a period of twelve (12) to twenty-four (24) months depending upon the severity of the Vendor/Contractor action that caused the default in accordance with the County's Procurement Ordinance. The Vendor/Contractor and its sureties (if any) shall be liable for any damage to the County resulting from the Vendor/Contractor's default of the Contract. This liability includes any increased costs incurred by the County in completing Contract performance.
  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 Sub-Contracts 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.

#### **8.18. 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 Contract shall terminate on the last day of current fiscal period without penalty or expense to the County.

#### **8.19. 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 Pre-Qualification Application and subsequent Contract award.

#### **8.20. 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.

#### **8.21. 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 Vendor/Contractor to perform the work; and if after investigation, the evidence of his competency or financial ability is not satisfactory, the County reserves the right to reject his/her/its Pre-Qualification Application.

#### **8.22. 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 (Current Edition), Florida Statutes, Consultant/Firm 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 Consultant/Firm upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
- 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 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 20.0255(5) (Current Edition), it is the duty of every state officer, employee, agency, special district, board, commission, Contractor, and Sub-Contractor to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to this section.

### 8.23. 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: Requesting Department (or by P-card if indicated by email for work authorization for projects approved for P-card payment).
- 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.

#### 8.24. 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 his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any Contract or Sub-Contract, or the proceeds thereof, for work to be performed. Further, the Vendor/Contractor shall cause to be incorporated in all Sub-Contracts, the language set forth in this paragraph prohibiting conflict of interest.
- 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 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.

#### 8.25. 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 therefore.
- B. Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-Contractor under a Contract to the prime Contractor or higher tier Sub-Contractor or any person associated therewith, as an inducement for the award of a Sub-Contract or order.

#### 8.26. 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 Sub-Contractors:
  - 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 Sub-Contractors' compliance with employment eligibility verification requirements. Encourage Vendor/Contractors to incorporate the IMAGE Best Practices contained in this Article and, when practicable, incorporate the verification requirements in Sub-Contractor Agreements.

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.

#### **8.27. 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.

#### **8.28. INSURANCE REQUIREMENTS:**

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

1. Indemnity: To the fullest extent permitted by Florida law, the Vendor/Contractor covenants, and agrees that it will indemnify and hold harmless the County and all of the County's officers, agents, and employees from any claim, loss, damage, cost, charge, attorney's fees

and costs, or any other expense arising out of any act, action, neglect, or omission by Vendor/Contractor during the performance of the contract, whether direct or indirect, and whether to any person or property to which the County or said parties may be subject, except that neither the Vendor/Contractor nor any of its subcontractors, or assignees, will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County or any of its officers, agents, or employees.

2. Protection of Person and Property:

- a. The Vendor/Contractor will take all reasonable precautions for, and will be responsible for initiating, maintaining and supervising all programs relating to the safety of all persons and property affected by, or involved in, the performance of his operations under this Contract.
- b. The Vendor/Contractor will take all reasonable precautions to prevent damage, injury or loss to: (a) all persons who may be affected by the performance of his operations, including employees; (b) all materials and equipment; and (c) all property at or surrounding the work site. In an emergency affecting the safety of persons or property, the Vendor/Contractor will act, with reasonable care and discretion, to prevent any threatened damage, injury or loss.

B. MINIMUM INSURANCE REQUIREMENTS: Vendor/Contractor shall procure, pay for and maintain at least the following insurance coverage and limits. Said insurance shall be evidenced by delivery to the County of a certificate(s) of insurance executed by the insurers listing coverage and limits, expiration dates and terms of policies and all endorsements whether or not required by the County, and listing all carriers issuing said policies. The insurance requirements shall remain in effect throughout the term of this Contract.

1. Workers' Compensation: As required by law:

- a. State.....Statutory
- b. APPLICABLE FEDERAL.....Statutory
- c. EMPLOYER'S LIABILITY.....Minimum:
  - i. \$100,000.00 each accident
  - ii. \$100,000.00 by employee
  - iii. \$500,000.00 policy limit
- d. Exemption per Florida Statute 440: If a Vendor/Contractor has less than three (3) employees and states that they are exempt per Florida Statute 440, they must provide an exemption certificate from the State of Florida. Otherwise, they will be required to purchase Workers' Compensation Insurance and provide a copy of Workers

Compensation Insurance.

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

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



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

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

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

#### **8.29. INSURANCE REQUIREMENTS (continued)**

**PROFESSIONAL LIABILITY:** including Errors and Omissions with minimum limits of \$3,000,000.00 per occurrence, if occurrence form is available; or claims made form with tail coverage extending three (3) years beyond completion and acceptance of the project with proof of tail coverage to be submitted with the invoice for final payment. In lieu of tail coverage, consultant may submit annually to the County a current Certificate of Insurance proving 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 \$2,000,000.00.

#### **8.30. INSURANCE REQUIREMENTS (continued)**

**CYBER LIABILITY TECHNOLOGY:** including Errors and Omissions with minimum limits of \$3,000,000.00 per occurrence, Prior to performing services, Contractor will provide to the owner a certificate of insurance including Cyber Security Insurance Coverage in the event of data breach. Failure to provide said certificate or failure to maintain said Cyber Security Insurance Vendor/Contractor shall provide to the owner a certificate of insurance including Cyber Security Insurance coverage in the event of a data breach. Failure to provide said certificate or failure to maintain said Cyber Security Insurance during Agreement's term shall constitute a material breach of the Agreement.

**DATA SECURITY:** The parties agree to abide by and maintain adequate security measures, consistent with industry standards and best practices to protect Confidential Electronic data from unauthorized disclosure or acquisition by an unauthorized person. These measures shall include, but are not limited to:

- A. . Data Encryption both at rest and in transit.

- B. . Strong Authentication and Appropriate Access Control for any data shares.
- C. . Data Classification clearly labeling the sensitivity of shared information defined as classified or sensitive.

#### 8.31. MINIMUM WAGE RATES:

- A. The Vendor/Contractor shall be required to pay his/her/its 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.

#### 8.32. SAFETY PRECAUTIONS:

##### SAFETY PRECAUTIONS:

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

#### 8.33. RESPONSIVE/RESPONSIBLE:

At the time of submitting a Bid response, the County requires that the Bidder be properly licensed and registered to do business in the State of Florida in accordance with applicable Florida Statutes (F.S.). Bid responses that fail to provide the required forms listed in these Bid Documents may be rejected as non-responsive. Bidders whose responses, past performance, or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of the Bid may be rejected as non-responsible. The County reserves the sole right to determine which responses meet the requirements of this solicitation, and which Bidders are responsive and responsible. The County reserves the sole right before awarding the Bid, to require a Bidder to submit such evidence of their qualifications as it may deem necessary and may consider any evidence available to it of the financial, technical, and other qualifications and abilities of a Bidder to perform the work in a satisfactory manner and within the time specified. The Bidder is assumed to be familiar with all federal, state or local laws, ordinances, rules

and regulations that in any manner affect the work, and to abide thereby if awarded the Bid/Contract. Ignorance of legal requirements on the part of the Bidder/Vendor/Contractor will in no way relieve his/her/its responsibility.

#### 8.34. 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 Paragraph 5.3. A claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 5. 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 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 Paragraph 37 within thirty (30) days of such action or denial.

## 9. SPECIAL CONDITIONS

### 9.1. INSPECTION OF FACILITIES/AREAS:

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

### 9.2. 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.

### 9.3. 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.

### 9.4. PERFORMANCE

- A. Timely performance is of the essence in the award of this Prequalification Application. Performance shall be defined in the request for Quote. Quotes which 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 Purchase Order, 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 Prequalification Contract.
- D. If said Vendor/Contractor shall neglect, fail or refuse to provide the services within the time herein specified on the request for Quote, then said Vendor/Contractor does hereby agree as



part of the consideration for the awarding of this Prequalification 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 Quote 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.

#### 9.5. 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 request for Quote, pursuant to section above entitled DELIVERY AND ACCEPTANCE, 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, any amount defined in the request for Quote, 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.

#### 9.6. AS SPECIFIED:

All items delivered must meet the specifications as defined in the request for Quote, pursuant to section above entitled DELIVERY AND ACCEPTANCE. 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.

#### 9.7. CODES AND REGULATIONS:

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

#### 9.8. WARRANTY

The awarded Vendor/Contractor shall fully warrant all equipment furnished against defect in materials and/or workmanship for a period determined on the request for Quote, pursuant to Paragraph 11, from date of delivery/acceptance by Hernando County. Should any defect in materials or workmanship, except ordinary wear and tear, appear during the stated warranty period, the awarded Vendor/Contractor shall repair or replace same at no cost to the County, immediately upon written notice from the County's authorized representative. The Vendor/Contractor shall be responsible for either repairing the equipment on site or transporting the equipment to his/her repair facility at no cost to the County. All warranty provisions of the Uniform Commercial Code shall additionally apply.

## 9.9. MEASUREMENTS

The linear footage noted on the request for Quote, pursuant to section above entitled DELIVERY AND ACCEPTANCE, are only estimates. Vendor/Contractors will be responsible for their own measurements and must submit a firm price accordingly. There will be no adjustments, for increase or decrease, of footage required for the job; therefore, the total offer must be based on accurate measurements by Vendor/Contractors during inspection. Failure to do so will be at Vendor/Contractor's risk. Any request for unit price on the Quote is for information only. Award shall be based solely on "Total Offer", with no adjustments made for increased/decreased quantities after award.

## 9.10. DRAWINGS

Drawing(s) may be included in the request for Quote. The County shall not be responsible for the accuracy of such drawings. Vendor/Contractor's shall be responsible for verification of the accuracy and the total Quote offer shall be at the Vendor/Contractor's risk.

## 9.11. DEBRIS

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

## 9.12. PROTECTION OF PROPERTY/SECURITY:

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

## 9.13. BID BOND/PERFORMANCE BOND AND PAYMENT BOND: (Required if project quoted will be over \$200,000)

- A. If required, each Quote submitted from a request for Quote, pursuant to Paragraph 11, must be accompanied by a Certified or Cashier's check or Bid Bond in a sum of not less than ten percent

(10%) of the total Quote. Quote deposits amounting to less than two hundred dollars need not be submitted. All checks shall be made payable to the Hernando County Board of County Commissioners. Unsuccessful Vendor/Contractor's performance deposit will be returned upon evaluation and award of Quote. The awarded Vendor/Contractor's performance deposit will be returned upon receipt and acceptance of a 100% Performance Bond and a 100% Payment Bond. Under no circumstances shall the awarded Vendor/Contractor start work until he/she has supplied an acceptable Performance Bond and Payment Bond. If the awarded Vendor/Contractor fails to supply a Performance Bond and/or Payment Bond as specified in the Quote, the County shall be entitled to retain the Quote deposit to rectify the Vendor/Contractor's unacceptable performance. The Surety which issues the Bid Bond and the Performance Bond and Payment Bond must be listed on the U.S. Treasury, Fiscal Service, Bureau of Government Financial Operations, (latest review) entitled "Companies Holding Certificates of Authority as Acceptable Surety on Federal Bond and as Acceptable Reinsuring Companies".

- B. The awarded Vendor/Contractor shall furnish a Performance Bond and a Payment Bond as security for faithful performance of Quote awarded as a result of a request for Quote, and for the payment of all persons performing labor and/or furnishing material in connection therewith. The Surety of such Bond shall be in an amount equal to the Contractual service (each job awarded, and Purchase Order (PO) issued). The Surety shall be responsible for any liquidated damages assessed because of failure to complete the Contractual service. The Surety shall also be responsible for any increases or extensions to the Contract. The attorney-in-fact who signs the Bond must send with the Bond a certificate and effective dated copy of power of attorney. Under no circumstances shall the awarded Vendor/Contractor begin work until he/she has supplied the County a Performance Bond

#### **9.14. 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.

#### **9.15. 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 request for Quote form, pursuant to section above entitled DELIVERY AND ACCEPTANCE.

#### **9.16. CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER - TERM CONTRACTS:**

It is hereby made a part of this Request for Qualification 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 Exhibit A, Section III, Exhibits 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.

#### **9.17. 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. 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.

#### 9.18. SITE DAMAGE:

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

#### 9.19. 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 (each job awarded) prior to payment processing.



## 10. SCOPE OF WORK

### 10.1. SCOPE OF WORK:

The Vendor/Contractor will supply all materials, labor, and equipment in order to accomplish the installation of single mode fiber and Category 6 (Cat 6) cabling on an as-needed basis for Hernando County Departments as described in the specifications. Information pertaining to individual projects shall include: Address/Location of the project Description of the services Specify the services to be done.

### 10.2. LOCATION OF THE WORK

The work to be performed in this Contract will be performed at Various sites in Hernando County, Florida.

### 10.3. TECHNICAL SPECIFICATIONS:

#### A. PREQUALIFICATION (VENDOR/CONTRACTOR SHALL PROVIDE RESPONSE TO):

1. Vendor/Contractors must provide at least three (3) references regarding this scope of work. The references must be from three (3) separate customers. The County reserves the right to request and obtain additional references.
2. Vendor/Contractors must maintain an office within a three (3)-hour response radius of Hernando County Government Center located at 20 North Main Street, Brooksville, FL 34601, verified by the first search on maps.google.com.
3. Vendor/Contractors shall have been in business for a minimum of three (3) years performing the same type of work described in this general scope of work.
4. Vendor/Contractors will show documentation that there is at least one (1) BICSI RCDD certified employee on site at project completion to ensure proper installation within industry standards and the same requirements for any low-voltage license as well.
5. No subcontractor effort will be allowed for any projects.
6. All materials shall be new and free from any material defects.
7. All measurements in this document are approximate lengths only. Each vendor is responsible for obtaining accurate measurements for each job as it occurs.

8. All installers assigned to the projects must have five (5) years' experience in the installation of specified components and structured cabling. Vendor/Contractor must be a certified installer for Avigilon systems.
9. All ethernet cable shall be of Cat6/Cat6a type and must meet ANSI/TIA-568 specifications.
10. All fiber will be single mode.
11. All requirements for security and surveillance systems are outlined in the Access Control System and IP Video Communication Specifications

**B. OTHER NETWORKING ITEMS (AS NEEDED) WILL BE PRICED**

1. Whenever a job requires other networking items in addition to cabling the following specifications shall apply:
  - a. Communications room will have a free-standing 19" standard rack installed. In the event that a free-standing rack cannot be utilized, a locking wall-mounted rack may be substituted. Substitutions must be approved in advance (in writing) by Information Technology Staff.
  - b. Provide three-feet (3') of twelve-inch (12") black ladder rack with protective end caps from the back of the wall to the new free-standing rack.
  - c. Provide two (2) full-length front and back vertical cable managers.
  - d. Provide Leviton Extreme 6+ Quick Port Patch Panels (Preload light almond connectors), like Leviton LE- 69270-U48 or equivalent.
  - e. Provide appropriate horizontal cable manager for number of panels installed. Correct number will be determined by Information Technology and the project.
  - f. Data Keystones will be Cat 6/Cat6a Compliant.
  - g. Vendor/Contractor will provide patch cords as needed unless otherwise specified.
  - h. All communication work shall conform to EIA/TIA 568 D standards.

**C. FIBER:**

1. Standards for Fiber Cabling are a minimum of 6 strand 8.3/125 single mode fiber. Fiber installed inside buildings shall be Inter-duct and outdoor fiber will be in conduit.
2. All fiber shall be stamped with a date not greater than three (3) years from construction/installation of/for this project.
3. All fiber shall be installed within the guidelines of manufacturer's specifications.
4. Fiber will terminate into the panel boxes or rack mount term shelves as dictated by the job.
5. Termination type will be LC connectors.

6. Fiber patch cords will be LC to LC and when connecting to switching equipment will be LC to LC (in various lengths).
- D. TESTING: Materials and documentation to be furnished under this specification are subject to inspection and tests. All cables shall be terminated to outlet jacks and patch panels prior to testing. Equipment and systems will not be accepted until the required inspections and tests have been made, demonstrating that the signal distribution system conforms to the specified requirements, and that the required equipment, systems, and documentation have been provided. All inspections and approvals will be by Information Technology. Any defect(s) in the cable system installation including, but not limited to, cable, connectors, feed-through couplers, patch panels, and connector blocks shall be repaired or replaced in order to ensure one hundred percent (100%) useable conductors in all cables installed.
1. All Category 6 circuits shall be tested and verified to demonstrate Category 6 performance. Test results shall be provided in hardcopy and electronic format (CD or flash thumb drive) to Information Technology staff. The printed test results shall include:
    - a. All tests performed,
    - b. The expected test result, and;
    - c. The actual test result achieved and pass/fail indication for each installed link under test.
  2. All fiber strands shall be tested and verified by Vendor/Contractor. Test results shall be provided in hardcopy and electronic format (CD or flash thumb drive). The printed test results shall include:
    - a. All tests performed,
    - b. The expected test result, and;
    - c. The actual test result achieved and a pass/fail indication for each installed link under test.
- E. HOUSE BOOKS (NEW CONSTRUCTION AND MAJOR RENOVATIONS):
1. The Vendor/Contractor shall supply two (2) complete "House Books", one (1) for the main telecommunications closet and one (1) copy for the County Project Manager. The House Book is to be provided in electronic media (CD or flash thumb drive) and shall minimally detail pair count per IDF/MDF, copy of installation K-plans, floor plans showing jack locations and numbers, and printouts of all cable certification tests.
  2. All pre-approved, printed test results shall be incorporated into the House Book and left on site prior to soft cutover (or phased payment). An additional copy shall be given to the County Project Manager at the same time. System acceptance and subsequent phased payment shall not be approved until the House Books are provided and accepted by the County Project Manager.

F. WARRANTY:

1. General: The Vendor/Contractor shall provide a system warranty covering the installed cable system against defects in workmanship, components, and performance: and follow-up support after project completion. Vendor/Contractor must be a certified network cable installer for the Leviton or equivalent products installed.
2. Installation Warranty: The Vendor/Contractor shall warrant the cabling system against material defects in workmanship for a period of ten (10) years for New Project Installations and Major Renovations from the date of system acceptance by the County. The warranty shall cover all labor and materials necessary to correct a failed portion of the system and to demonstrate performance within the original installation specifications after repairs are accomplished. This warranty shall be provided at no additional cost to the County.

G. SERVICES:

1. The Vendor/Contractor shall provide specified materials and equipment for installation of communications wiring on an as-needed basis to the County and its County departments. The Vendor/Contractor shall provide the crews for the timely execution of the service contract not to exceed ten (10) business days from the Notification to Proceed. The Notice to Proceed (NTP) can be conveyed to the Vendor/Contractor by Purchase Order (PO) issuance or Formal Notice to Proceed with PO issuance at the department's discretion.
2. The Vendor/Contractor shall conduct the work so as not to interfere with any public utilities or staff operations.
3. The Vendor/Contractor shall comply with local, State, and Federal Safety and Health requirements. This shall include all permits necessary and/or required.
4. The Vendor/Contractor must be duly licensed in accordance with the State of Florida statutory requirements to perform the work contemplated.
5. The Vendor/Contractor shall obtain all permits necessary to complete the work contemplated and/or conveyed.
6. The Vendor/Contractor shall be responsible for determining what permits are necessary to perform work contemplated under this Contract.

## 11. VENDOR QUESTIONNAIRE

### 11.1. 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
7. State of Incorporation

\*Response required

### 11.2. 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

### 11.3. Type of Organization

- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Joint Venture
- ☐ Corporation

### 11.4. W-9 Form \*

Please attach your completed W-9 Form

\*Response required



### 11.5. 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 not acceptable.

\*Response required

### 11.6. E-VERIFY CERTIFICATION\*

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

### 11.7. DRUG FREE WORKPLACE CERTIFICATE\*

In accordance with Florida Statute 287.087 (Current Edition), by submitting this response we hereby certify that our firm

Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Workplace named above, and specifying actions that will be taken against violations of such prohibition.

Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.

Gives each employee engaged in providing commodities or contractual services that are under proposal a copy of the statement specified above.

Notifies the employees that as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 893 (Current Edition), or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.

Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace program.

"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

☐ Please confirm

\*Response required

#### 11.8. 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

## 11.9. Sworn Statement

### 11.9.1. *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

**11.9.2. *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**

**11.9.3. *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, created pursuant to s. 215.4725 F.S. (Current Edition), or companies that are engaged in a boycott of Israel or companies engaged in business operations in Cuba or Syria.

As the person authorized to 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

### 11.10. HERNANDO COUNTY EMPLOYMENT DISCLOSURE CERTIFICATION STATEMENT

*11.10.1. 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

*11.10.2. 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

### *11.10.3. Relatives and Former Hernando County Employees – Roles and Signatures*

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

*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?*

*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?*

**Please download the below documents, complete, and upload.**



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

#### **11.10.4. Local Vendor Affidavit - 12 Month Minimum**

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

☐ Please confirm

#### **11.10.5. If you are a local vendor please provide the following:**

1. Proof of Real Property Tax Submitted with Affidavit:
2. Copy of Florida Division of Corporations Annual Report Submitted with Affidavit:

#### **11.10.6. REFERENCES \***

Please enter a list of at least **three (3) references** of firms, organization and/or governmental agencies/entities for which services of a similar size and scope of this solicitation). **These references must have been satisfactorily performed within the past three (3) years.**

**Please enter the following for each reference:**

**Firm name and Address**

**Contact Person**

**Email Address**

**Phone number**

**Fax number**

**Contract Number/ID**

**Contract Amount**

**Contract Date(s)**

\*Response required

#### **11.10.7. WARRANTIES \***

The Vendor/Contractor agrees that the supplies and services furnished under this Contract shall be covered by the most favorable commercial warranties the Vendor/Contractor 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.

☐ Yes

☐ No

\*Response required

#### *11.10.8. PRE-QUALIFICATION QUESTIONNAIRE*

Please download the below documents, complete, and upload.

- [Pre-Qualification Form.pdf](#)

#### *11.10.9. Solicitation-Offer-Award*

Please download the below document, complete, and upload.

- [SOLICITATION OFFER AWARD.pdf](#)



County of Hernando  
Procurement Department  
Toni Brady, Chief Procurement Officer  
15470 Flight Path Drive, Brooksville, FL 34604

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**PROPOSAL DOCUMENT REPORT**

PQ No. 23-T00041/GL

Pre-Qualification for Installation of Access Control and Video Communication Systems

RESPONSE DEADLINE: March 1, 2023 at 3:00 pm

Report Generated: Wednesday, April 12, 2023

**Mission Critical Solutions, Inc. Proposal**

**CONTACT INFORMATION**

**Company:**

Mission Critical Solutions, Inc.

**Email:**

cclark@mcsoftampa.com

**Contact:**

Chris Clark

**Address:**

8510 Sunstate Street  
Tampa, FL 33634

**Phone:**

N/A

**Website:**

[www.mcsoftampa.com](http://www.mcsoftampa.com)

**Submission Date:**

Mar 1, 2023 2:54 PM

**ADDENDA CONFIRMATION**

Addendum #1

*Confirmed Mar 1, 2023 2:18 PM by Chris Clark*

**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
7. State of Incorporation

MCS of Tampa, Inc.

d/b/a Mission Critical Solutions

James V. Slagle, Jr., Chief Sales Officer

8510 Sunstate Street. Tampa, FL 33634

(813) 872-0217 Fax (813) 876-6317

jslagle@mcsoftampa.com

Low Voltage Contractor's License Number: ES-0000299

Electrical Contractor's License Number: EC-13003331

Federal ID Number: 59-3059024

Dunn & Bradstreet Number: 80-020-3580

State of Florida Tax Exempt Resale Number: 39-22-145869-22

## 2. 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)

James V. Slagle, Jr.

Chief Customer Officer

813-872-0217

### 3. Type of Organization

*Pass*

Corporation

### 4. W-9 Form \*

*Pass*

Please attach your completed W-9 Form

W-9\_signed.pdf

### 5. 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.

### 6. E-VERIFY CERTIFICATION\*

*Pass*

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

## **7. DRUG FREE WORKPLACE CERTIFICATE\***

*Pass*

In accordance with Florida Statute 287.087 (Current Edition), by submitting this response we hereby certify that our firm

Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Workplace named above, and specifying actions that will be taken against violations of such prohibition.

Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.

Gives each employee engaged in providing commodities or contractual services that are under proposal a copy of the statement specified above.

Notifies the employees that as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 893 (Current Edition), or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.

Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace program.

"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

Confirmed

#### **8. 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

#### **9. 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

**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, created pursuant to s. 215.4725 F.S. (Current Edition), or companies that are engaged in a boycott of Israel or companies engaged in business operations in Cuba or Syria.

As the person authorized to 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

**10. 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*

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

*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?*

*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?*

**Please download the below documents, complete, and upload.**

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

HC\_Employment\_Disclosure\_Certification\_Statement\_filled\_in\_revjvs\_signed.pdf

LOCAL VENDOR AFFIDAVIT - 12 MONTH MINIMUM

*Pass*

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

Not confirmed

IF YOU ARE A LOCAL VENDOR PLEASE PROVIDE THE FOLLOWING:

1. Proof of Real Property Tax Submitted with Affidavit:
2. Copy of Florida Division of Corporations Annual Report Submitted with Affidavit:

No response submitted

REFERENCES \*

*Pass*

Please enter a list of at least **three (3) references** of firms, organization and/or governmental agencies/entities for which services of a similar size and scope of this solicitation). **These references must have been satisfactorily performed within the past three (3) years.**

**Please enter the following for each reference:**

**Firm name and Address**

**Contact Person**

**Email Address**

**Phone number**

**Fax number**



**Contract Number/ID**

**Contract Amount**

**Contract Date(s)**

Manatee County Government

Bill Kersey

bill.kersey@mymanatee.org

941-748-4501 x 5803

ITQ 18-R068742CB

6/15/18 - 6/14/20

No set contract amount, Time & Material work as needed, value typically between \$50,000 and \$250,000 per year.

City of Clearwater

1112 Manatee Ave W, Bradenton, FL. 100 South Myrtle Ave., Suite120, Clearwater, FL. 33756

Leroy Chin

leroy.chin@myclearwater.com

727-562-4856

n/a

Regular work since 2015 to 2021

No set contract amount, Time & Material work as needed, value typically between \$50,000 and \$250,000 per year.

University of South Florida

Nathan Rice

nrice@admin.usf.edu

813) 974-0503

ITB# 18-02-MH

5/10/2018 to 4/15/2020

No set contract amount, Time & Material work as needed, value typically between \$50,000 and \$250,000 per year.

**WARRANTIES \***

*Pass*

The Vendor/Contractor agrees that the supplies and services furnished under this Contract shall be covered by the most favorable commercial warranties the Vendor/Contractor 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.

Yes

#### PRE-QUALIFICATION QUESTIONNAIRE

*Pass*

Please download the below documents, complete, and upload.

- [Pre-Qualification Form.pdf](#)

Pre-Qualification\_Form\_filled\_in\_revjvs\_signed.pdf

#### SOLICITATION-OFFER-AWARD

*Pass*

Please download the below document, complete, and upload.

- [SOLICITATION OFFER AWARD.pdf](#)

SOLICITATION\_OFFER\_AWARD\_filled\_in\_revjvs\_signed.pdf

## ADDENDA CONFIRMATION

---

✔ Addendum #1

*Confirmed Mar 1, 2023 2:18 PM by Chris Clark*

# Request for Taxpayer Identification Number and Certification

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

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>MCS OF TAMPA, INC</b>	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <b>Note:</b> 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 <b>not</b> 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. <input type="checkbox"/> Other (see instructions) ►	<b>4</b> 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) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
	<b>5</b> Address (number, street, and apt. or suite no.) See instructions. <b>8510 SUNSTATE STREET</b>	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code <b>TAMPA, FL 33634</b>	
<b>7</b> List account number(s) here (optional)		

## 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.

<b>Social security number</b>									
			-			-			
<b>or</b>									
<b>Employer identification number</b>									
5	9	-	3	0	5	9	0	2	4

## 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.

<b>Sign Here</b>	<b>Signature of U.S. person</b> ► <i>JT Gonzalez</i>	<b>Date</b> ►
------------------	--	---------------

## 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](http://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 EMPLOYMENT DISCLOSURE CERTIFICATION STATEMENT**

March 1, 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).

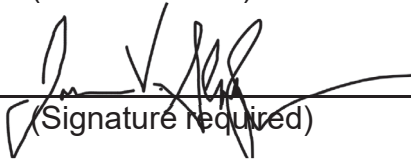
Bidder:

jslagle@mcsoftampa.com

(Email address)

8510 Sunstate Street, Tampa, FL. 33634

(Address)



(Signature required)

813-872-0217

(Phone)

James V Slagle, Jr.

(Print name)

(Fax)

Chief Customer Officer

(Print title)

59-3059024

(Federal Taxpayer ID Number)



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

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

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

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

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

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

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

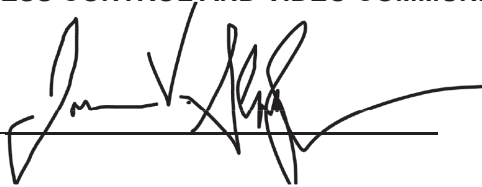
**PRE-QUALIFICATION QUESTIONNAIRE**

**FOR**

**CONTRACT NO. 23-T00041/GL - INSTALLATION OF ACCESS CONTROL AND VIDEO COMMUNICATION SYSTEM**

Submitted by: MCS of Tampa, Inc.

Company Name



Registrants Name: James V Slagle, Jr.

Title: Chief Customer Officer

Address: 8510 Sunstate Street

Phone: 813-872-0217

Tampa, FL. 33634

Fax: \_\_\_\_\_

E-Mail: jslagle@mcsoftampa.com

1. EC-13003331

State License Number - Installer

Gilbert Timothy Gonzalez

Certificate Holder's Name

ES-0000299

State License Number – Low Voltage

Gilbert Timothy Gonzalez

Certificate Holder's Name

\_\_\_\_\_  
Hernando County License

\_\_\_\_\_  
Certificate Holder's Name

2. Are there any disciplinary actions against the qualifier of your company within the past five (5) years?

☐

Yes

☒

No

If the answer is yes, please explain below.

\_\_\_\_\_  
\_\_\_\_\_

3. Are there any judgements, claims, mediation proceedings or suits pending or outstanding against your firm or its office?

☐

Yes

☒

No

If the answer is yes, please explain below.

\_\_\_\_\_  
\_\_\_\_\_

4. Has any office or partner of your firm ever failed to complete a communications wiring installation project handled in his/her/its own name or as a qualifier for another in the past five (5) years?

☐

Yes

☒

No

If the answer is yes, please explain below.

\_\_\_\_\_  
\_\_\_\_\_

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

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PROFESSIONAL REGULATION



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& Professional Regulation

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## LICENSEE DETAILS

4:49:41 PM 3/14/2023

### Licensee Information

Name:	<b>GONZALEZ, GILBERT TIMOTHY (Primary Name)</b> <b>MCS OF TAMPA INC (DBA Name)</b>
Main Address:	<b>8510 SUNSTATE STREET</b> <b>TAMPA Florida 33634</b>
County:	<b>HILLSBOROUGH</b>
License Location:	<b>8510 SUNSTATE ST.</b> <b>TAMPA FL 33634</b>
County:	<b>HILLSBOROUGH</b>

### License Information

License Type:	<b>Certified Electrical Contractor</b>
Rank:	<b>Cert Electrical</b>
License Number:	<b>EC13003331</b>
Status:	<b>Current,Active</b>
Licensure Date:	<b>08/11/2006</b>
Expires:	<b>08/31/2024</b>

### Special Qualifications

### Qualification Effective

--

### Alternate Names

--

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2601 Blair Stone Road, Tallahassee FL 32399 :: Email: [Customer Contact Center](#) :: Customer Contact Center: 850.487.1395

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However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our [Chapter 455](#) page to determine if you are affected by this change.

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## LICENSEE DETAILS

4:51:41 PM 3/14/2023

### Licensee Information

Name:	<b>GONZALEZ, GILBERT TIMOTHY (Primary Name)</b> <b>MCS OF TAMPA INC (DBA Name)</b>
Main Address:	<b>8510 SUNSTATE STREET</b> <b>TAMPA Florida 33634</b>
County:	<b>HILLSBOROUGH</b>
License Location:	<b>8510 SUNSTATE ST.</b> <b>TAMPA FL 33634</b>
County:	<b>HILLSBOROUGH</b>

### License Information

License Type:	<b>Certified Specialty Contractor</b>
Rank:	<b>Cert Specialty</b>
License Number:	<b>ES0000299</b>
Status:	<b>Current,Active</b>
Licensure Date:	<b>02/22/1999</b>
Expires:	<b>08/31/2024</b>

### Special Qualifications

### Qualification Effective

**Limited Energy  
Systems Specialty**

### Alternate Names

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However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our [Chapter 455](#) page to determine if you are affected by this change.

## SOLICITATION - OFFER - AWARD

<b>SOLICITATION NO.:</b> <b>23-T00041/GL</b>	<b>SOLICITATION TITLE:</b> <b>PRE-QUALIFICATION FOR INSTALLATION OF ACCESS CONTROL AND VIDEO COMMUNICATION SYSTEMS</b>	<b>DATE ISSUED:</b> <b>FEBRUARY 1, 2023</b>	<b>CONTRACT NO.:</b> <b>23-T00041/GL</b>
<b>ISSUED BY:</b> <b>BOARD OF COUNTY COMMISSIONERS</b> <b>HERNANDO COUNTY, FLORIDA</b> John Allocco, Chairman Beth Narverud, Vice Chairman Steve Champion, Second Vice Chairman Jerry Campbell Brian Hawkins		<b>SUBMIT BID OFFER TO:</b> <b>HERNANDO COUNTY</b> <b>PROCUREMENT DEPARTMENT</b> <b>15470 FLIGHT PATH DRIVE</b> <b>BROOKSVILLE, FL 34604</b>  Toni Brady Chief Procurement Officer	

## SOLICITATION

PREQUALIFICATION FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT DESCRIBED HEREIN WILL BE RECEIVED AT THE OFFICE OF HERNANDO COUNTY PROCUREMENT DEPARTMENT, VIA HERNANDO COUNTY'S EPROCUREMENT PORTAL AT: <a href="https://secure.procurenow.com/portal/hernandocounty">https://secure.procurenow.com/portal/hernandocounty</a> , <b>UNTIL 3:00 P.M., LOCAL TIME ON MARCH 1, 2023.</b> NO PREQUALIFICATIONS WILL BE ACCEPTED AFTER THE ABOVE STIPULATED DATE AND TIME. THIS IS AN ADVERTISED SOLICITATION AND THE RESPONDING BIDDERS WILL BE PUBLICLY READ IN THE PURCHASING AND CONTRACTS DEPARTMENT CONFERENCE ROOM, 15470 FLIGHT PATH DRIVE, BROOKSVILLE, FL 34604 AT <b>3:00 P.M. ON MARCH 1, 2023.</b> PURSUANT TO FS 119.071 (Current Edition), SEALED BIDS, PROPOSALS, OR REPLIES RECEIVED BY AN AGENCY PURSUANT TO A COMPETITIVE SOLICITATION ARE EXEMPT FROM INSPECTION UNTIL SUCH TIME AS THE AGENCY PROVIDES NOTICE OF AN INTENDED DECISION OR UNTIL THIRTY (30) DAYS AFTER OPENING THE BIDS, PROPOSALS, OR FINAL REPLIES, WHICHEVER IS EARLIER.					
ITEM NO.	DESCRIPTION OF SERVICE/SUPPLIES/EQUIPMENT	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	FOR PROVIDING INSTALLATION OF ACCESS CONTROL AND VIDEO COMMUNICATION SYSTEMS.  SUBMIT PRICING ON ELECTRONIC BID FORM IF REQUIRED	XXXX	XXXX	XXXXXXXX	\$ <u>N/A</u>

## OFFER

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

I CERTIFY THAT THIS PRE-QUALIFICATION IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY CORPORATION, FIRM, OR PERSON SUBMITTING A PRE-QUALIFICATION FOR THE SAME SERVICE, MATERIALS, SUPPLIES, OR EQUIPMENT, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE BY ALL CONDITIONS OF THIS PRE-QUALIFICATION AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS PRE-QUALIFICATION FOR THE VENDOR/CONTRACTOR. IN SUBMITTING A PRE-QUALIFICATION TO THE COUNTY OF HERNANDO THE VENDOR/CONTRACTOR OFFERS AND AGREES THAT THE VENDOR/CONTRACTOR ASSIGNS AND TRANSFERS TO THE COUNTY OF HERNANDO ALL RIGHTS AND INTEREST IN AND TO ALL CAUSES FOR ACTION IT MAY NOW OR HEREAFTER ACQUIRE UNDER THE ANTI-TRUST LAWS OF THE UNITED STATES AND THE STATE OF FLORIDA FOR PRICE FIXING RELATING TO THE PARTICULAR COMMODITIES OR SERVICES PURCHASED OR ACQUIRED BY THE COUNTY OF HERNANDO.			
<b>DISCOUNT FOR PROMPT PAYMENT:</b> <u>1</u> % 10 CALENDAR DAYS <u>0</u> % 20 CALENDAR DAYS <u>NA</u> % CALENDAR DAYS			
<b>BIDDER'S INFORMATION</b> Minuteman Security Technologies, Inc. DBA Minuteman Security & Life Safety Company Name 5910 Benjamin Center Dr. Ste 120 Address Tampa FL 33654 City State Zip Code 813-838-3945 813-618-5888 dwhite@minutemanst.com Phone Number Fax Number Email Address		<b>NAME AND TITLE OF PERSON AUTHORIZED TO SIGN BID OFFER:</b> BIDDER'S SIGNATURE <div style="text-align: center; font-size: 1.5em;">David White</div> OFFER DATE 17FEB2023	

## AWARD

(TO BE COMPLETED BY COUNTY)

REVIEWED FOR LEGAL SUFFICIENCY: 06/23/2023	LR NO.: 2022-296-1	BY: VICTORIA ANDERSON
ACCEPTED AS TO ITEM(S) NO:	AMOUNT:	ACCOUNTING CODE:
SUBMIT INVOICES TO: <b>HERNANDO COUNTY</b> <b>INFORMATION TECHNOLOGY</b> <b>20 N. MAIN ST.</b> <b>BROOKSVILLE, FL 34601-2800</b>	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ACCEPTANCE AND AWARD FOR THE COUNTY:  SIGNATURE: _____ AWARD DATE: _____	

## 2. SOLICITATION-OFFER-AWARD

**ISSUED BY:**

BOARD OF COUNTY COMMISSIONERS

HERNANDO COUNTY, FLORIDA

John Allocco, Chairman

Elizabeth Naverud, Vice Chairman

Steve Champion, Second Vice Chairman

Jerry Campbell

Brian Hawkins

**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 BY THE OFFICE OF PURCHASING AND CONTRACTS, VIA THE COUNTY'S [eProcurement Portal](#) UNTIL 3:00 pm, LOCAL TIME ON Wednesday, March 1, 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 3:00 pm ON Wednesday, March 1, 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**

I certify that this PRE-QUALIFICATION is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a PRE-QUALIFICATION for the same service, materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this PRE-QUALIFICATION and certify that I am authorized to sign this PRE-QUALIFICATION for the Vendor/Contractor. In submitting a PRE-QUALIFICATION to the County of Hernando the Vendor/Contractor offers and agrees that the Vendor/Contractor assigns and transfers to the County of Hernando all rights and interest in and to all causes for action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County of Hernando..



## **5. AWARD**

Upon Award, if any, please SUBMIT INVOICES TO:

Requesting Department

## 6. RFPQ INFO

### ADVERTISEMENT

#### 6.1. ADVERTISEMENT OF RFPQ

##### REQUEST FOR PRE-QUALIFICATION

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

TERM CONTRACT ITB NO. SOLICITATION # 23-T00041/GL

FOR

Pre-Qualification for Installation of Access Control and Video Communication Systems

Hernando County Board of County Commissioners is soliciting Vendor/Contractor to supply all materials, labor, and equipment in order to accomplish the installation of single mode fiber and Category 6 (Cat 6) cabling on an as-needed basis for Hernando County Departments as described in the specifications.

Offers for furnishing the above will be received and accepted up to 3:00 p.m. (local time), Wednesday, March 1, 2023, via Hernando County Procurement Department [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](http://www.hernandocounty.us), or by submitting a question via the Q&A Tab in the County's [eProcurement Portal](#).

ExParte Communication: Please note that to ensure proper and fair evaluation of a submittal, the County prohibits exparte communication (i.e. unsolicited) initiated by the Proposer to the County Official or Employee prior to the time a proposal decision has been made. Communication between Proposer 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 Proposal.

Exparte communication may be grounds for disqualifying the offending Proposer from consideration or award of the Proposal then in evaluation or any future Proposal.

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.

All firms are hereby placed on formal notice that neither the County Commissioners nor candidates for County Commission, nor any employees from the Hernando County Government, Hernando County staff members, nor any members of the Professional Services Review Committee are to be lobbied, either individually or collectively, concerning this project. Firms and their agents who intend to submit qualifications, or have submitted qualifications, 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 for this project.

*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 APPLICANTS**

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 Carla Rossiter-Smith Procurement and Grants Manager, Purchasing and Contracts Department, via the County's [eProcurement Portal](#) Question and Answer tab.

## 7. SOLICITATION INSTRUCTIONS

### 7.1. DEFINITION OF TERMS

- A. **APPLICANT:** The term “Applicant” used herein refers to the dealer/manufacturer or business organization submitting a Pre-Qualification application 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 Vendor/Contractors, proposal, surety bonds, addenda and other documents) whether attached thereto or not.
- C. **CONTRACT TIMES:** The number of days within which, or the dates by which, the work is to be substantially completed and ready for final payment as set forth in the Agreement. The Contract Times will commence on the date indicated in the Notice to Proceed.
- D. **CONTRACT WORK:** Any and all obligations, duties and responsibilities necessary to the successful completion of the project assigned to or undertaken by the Vendor/Contractor under the Contract Documents, including the furnishing of all labor, materials, equipment, and other incidentals.
- E. **COUNTY:** The Board of County Commissioners, Hernando County, or its duly authorized representative.
- F. **MODIFICATION/AMENDMENT/CHANGE ORDER:** Shall mean the written order to the Vendor/Contractor signed by the Vendor/Contractor and County authorizing an addition, deletion, or revision in the goods, services and/or work to be provided under the Contract Documents or an adjustment in the Contract Price issued after Contract award.
- G. **OWNER:** Hernando County Board of County Commissioners (County).
- H. **VENDOR/CONTRACTOR:** The Pre-Qualified entity awarded a Contract by the County for the furnishing of goods or services.

**QUESTIONS REGARDING SPECIFICATIONS OR APPLICATION PROCESS:** To ensure fair consideration for all Pre-Qualification Applicants, 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 Pre-Qualification process shall be addressed in writing through the County's [eProcurement Portal](#) as indicated below, prior to the Wednesday, February 15, 2023.
- B. Any questions relative to interpretation of the specifications or the Pre-Qualification process shall be addressed in writing through the County's [eProcurement Portal](#) as indicated below, prior to the Wednesday, February 15, 2023.

- C. It will be the responsibility of the Pre-Qualification Applicants to visit County's eProcurement Portal to ensure they are aware of all Addenda issued for this solicitation.
- D. Questions will only be accepted through the period specified in the Pre-Qualification Application documents.
- E. All Addenda must be acknowledged via the County's eProcurement Portal. Failure to acknowledge any Addenda may render the Vendor/Contractor's Pre-Qualification Application as non-responsive and subject to rejection.



## **8. GENERAL CONDITIONS**

### **8.1. CONTRACT PERIOD:**

- A. The Contract resulting from this solicitation shall be a term Contract for the time period specified herein. During the specified time period, the County may order services/supplies as the requirements generate and the Vendor/Contractor will deliver the services/supplies ordered. It is understood that the County is not obligated to purchase any specific amount of services/supplies under this Contract.
- B. The period of the Contract shall extend for 3 years effective upon award.
- 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 year periods at the same prices, terms and conditions. The County alone will determine whether or not this renewal option will be exercised based on its convenience and its best interest. The County will notify the Vendor/Contractor, in writing, no later than thirty (30) days prior to expiration of its decision to exercise this Contract renewal option and/or options. Any request by the Vendor/Contractor for consideration of a price adjustment must be submitted in writing to the County at the time of County notice of its decision to exercise Contract renewal (this provision), and Contractor must provide written evidence based on increased costs to the Vendor/Contractor. Documentation of these increases must be furnished to the County upon request. Any price adjustment (increase or decrease) approved by the County shall impose upon the Vendor/Contractor the requirement to advise and extend to the County price reductions when costs similarly decrease.
- 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.

### **8.2. QUALIFICATION OF PRE-QUALIFIED APPLICANT:**

- A. APPLICANTS should be aware of the experience requirements below:
  - 1. Vendor/Contractor must submit with their qualifications, a list of at least three (3) references of firms, organization and/or governmental agencies/ entities for which services of a similar size and scope of this solicitation. These references must have been satisfactorily performed within the past three (3) years. Failure to submit said references may render the submission non-responsive. The County reserves the sole right to request and Vendor/Contractor to provide additional references sought by the County.

Vendor/Contractor must be a certified network cable installer for the Leviton or equivalent products installed (contemplated).

### 8.3. PRE-QUALIFICATION EVALUATION/AWARD OF PROJECTS:

- A. Pre-Qualification evaluation will be based on conformance with the specifications, and the Vendor/Contractor's ability to perform the Contract in accordance with the terms and conditions required.
- B. Prior to each work order, pre-qualified Vendor/Contractors under this Contract will be asked for a Quote. Depending on the scope of work to be performed, all or a portion of Vendor/Contractors will be invited to provide a quote utilizing a rotational basis. The work order will be awarded to the lowest, responsive, and responsible Vendor/Contractor. However, the County reserves the sole right to reject any and all quotes in accordance with the Hernando County Procurement Ordinance.
- C. Per Hernando County Purchasing Policies and Procedures Section No. 030, if a specific project is anticipated to be less than \$2,500.00, only one (1) Vendor/Contractor will be contacted to provide a quote. In these cases, the Vendor/Contractors will be utilized on a rotational basis.
- D. Pre-Qualified Vendor/Contractors shall submit quotes on projects as requested by Hernando County departments. Failure to respond to three (3) consecutive quotes may result in the pre-qualified Vendor/Contractor being removed from the pre-qualification list.
- E. If two (2) or more fully responsive, responsible quotes are received for the same total amount or unit price, quality and service being equal, the County reserves the right to award the project to the Vendor/Contractor 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 Vendor/Contractors or from non-local Vendor/Contractors when no Hernando County Vendor/Contractor has submitted a tie Bid, then the Chief Procurement Officer shall award the Contract to one (1) Vendor/Contractor by drawing lots in a public meeting. Note: It is the intention of the County to award to multiple qualified Vendor/Contractors.

### 8.4. LOCAL PREFERENCE:

- A. Purpose and Findings: These provisions apply to purchases using Formal Bid, Request for Proposals or Quotes. The County annually spends significant dollars on purchasing personal property, materials, and services, and in constructing improvements to real property or existing structures. The dollars used in making those purchases are derived, in large part, from taxes, fees and utility revenues paid by businesses located within Hernando County, and the County Commission has determined that funds generated in the community should, to the extent

possible, be placed back into the local economy. Therefore, the County Commission has determined that it is in the best interest of the County to give a preference to local businesses in making such purchases whenever the application of such a preference is reasonable in light of the dollar-value of Bids and Quotes received in relation to such expenditures.

B. Application:

1. In bidding for, or letting contracts for procurement of supplies, materials, equipment, and services, as described in the purchasing policies of the County, the BOCC 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 \$35,000.00, or
  - b. Three percent (3%) if the cost differential does not exceed \$1,000.00 for procurement activities in amounts more than \$10,000.00, but less than \$35,000.00.
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 BOCC.
3. In the case of Requests for Proposals or Requests for Qualifications, 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 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.
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 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 Purchasing and Contracts Department as identified in the Purchasing 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.
- F. Appeal: If an application for a “Local Contractor/Vendor” designation is denied, the applicant may appeal such decision to the County Administrator for review and further consideration.

## 8.5. HOURS

Work may be performed between the hours of 8:00 am - 5:00 pm Monday-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.

## 8.6. WARRANTIES

The Vendor/Contractor agrees that the supplies and services furnished under this Contract shall be covered by the most favorable commercial warranties the Vendor/Contractor 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.

#### 8.7. DELIVERY AND ACCEPTANCE:

- A. The County will order services/supplies by issuance of a Hernando County Numbered Purchase Order (PO) or email work authorization for projects approved for P-card payment. 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 Purchase Order specifications and conditions. Should the services/supplies differ in any respect from the specifications, payment will be withheld until such time as the Vendor/Contractor takes necessary correction action. If the proposed corrective action is not acceptable to the County, final acceptance of the services may be refused, in which case the services shall remain the property of the Vendor/Contractor and the County shall not be liable for payment for any portion thereof.
- C. Unless otherwise specified, services shall be performed as described in these Contract documents on a case by case or project by project basis.
- 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.

#### 8.8. REJECTION OF APPLICATION:

The County reserves the sole right to reject any and all Pre-Qualification Application submissions. Pre-Qualification Applications 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 Pre-Qualification Application, may be rejected at the option of the County. A Vendor/Contractor shall not be qualified 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.

#### 8.9. NON-EXCLUSIVE CONTRACT:

Award of a Contract resulting from this Pre-Qualification Application 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.

#### **8.10. NON-PERFORMANCE:**

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

#### **8.11. ASSIGNMENT:**

The successful Vendor/Contractor 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.

#### **8.12. PUBLIC ENTITY CRIMES:**

Any person submitting a Pre-Qualification Application in response to this Request for Pre-Qualification certifies that they are aware of, and in compliance with, all requirements under Section 287.133, Florida Statutes (Current Edition), on Public Entity Crimes. Pre-Qualification Applicants must provide a response to the section titled VENDOR QUESTIONAIRE, Sworn Statement to Public Entity Crimes included in these bid documents.

#### **8.13. 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 his/her designee.

#### **8.14. 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.

#### **8.15. TAXES:**

- A. The Board of County Commissioners, Hernando County, Florida, has the following tax exemption certificates assigned:
  - 1. Florida Sales & 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).

#### **8.16. LITIGATION/WAIVER OF JURY TRIAL:**

This Contract shall be governed by and construed according to Florida law. Venue for any dispute or formal litigation concerning this Contract 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 Contract 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

#### **8.17. 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.

2. Prior to termination for default, the County will provide adequate written notice to the (Vendor/Contractor) through the Chief Procurement Officer, Purchasing and Contracts, affording him/her the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action and possible debarment. Such termination may also result in suspension or debarment of the Vendor/Contractor for a period of twelve (12) to twenty-four (24) months depending upon the severity of the Vendor/Contractor action that caused the default in accordance with the County's Procurement Ordinance. The Vendor/Contractor and its sureties (if any) shall be liable for any damage to the County resulting from the Vendor/Contractor's default of the Contract. This liability includes any increased costs incurred by the County in completing Contract performance.
  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 Sub-Contracts 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.

#### **8.18. 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 Contract shall terminate on the last day of current fiscal period without penalty or expense to the County.

#### **8.19. 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 Pre-Qualification Application and subsequent Contract award.

#### **8.20. 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.

#### **8.21. 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 Vendor/Contractor to perform the work; and if after investigation, the evidence of his competency or financial ability is not satisfactory, the County reserves the right to reject his/her/its Pre-Qualification Application.

#### **8.22. 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 (Current Edition), Florida Statutes, Consultant/Firm 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 Consultant/Firm upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
- 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 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 20.0255(5) (Current Edition), it is the duty of every state officer, employee, agency, special district, board, commission, Contractor, and Sub-Contractor to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to this section.

### 8.23. 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: Requesting Department (or by P-card if indicated by email for work authorization for projects approved for P-card payment).
- 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.

#### 8.24. 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 his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any Contract or Sub-Contract, or the proceeds thereof, for work to be performed. Further, the Vendor/Contractor shall cause to be incorporated in all Sub-Contracts, the language set forth in this paragraph prohibiting conflict of interest.
- 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 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.

#### 8.25. 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 therefore.
- B. Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-Contractor under a Contract to the prime Contractor or higher tier Sub-Contractor or any person associated therewith, as an inducement for the award of a Sub-Contract or order.

#### 8.26. 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 Sub-Contractors:
  - 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 Sub-Contractors' compliance with employment eligibility verification requirements. Encourage Vendor/Contractors to incorporate the IMAGE Best Practices contained in this Article and, when practicable, incorporate the verification requirements in Sub-Contractor Agreements.

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.

#### **8.27. 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.

#### **8.28. INSURANCE REQUIREMENTS:**

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

1. Indemnity: To the fullest extent permitted by Florida law, the Vendor/Contractor covenants, and agrees that it will indemnify and hold harmless the County and all of the County's officers, agents, and employees from any claim, loss, damage, cost, charge, attorney's fees

and costs, or any other expense arising out of any act, action, neglect, or omission by Vendor/Contractor during the performance of the contract, whether direct or indirect, and whether to any person or property to which the County or said parties may be subject, except that neither the Vendor/Contractor nor any of its subcontractors, or assignees, will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County or any of its officers, agents, or employees.

2. Protection of Person and Property:

- a. The Vendor/Contractor will take all reasonable precautions for, and will be responsible for initiating, maintaining and supervising all programs relating to the safety of all persons and property affected by, or involved in, the performance of his operations under this Contract.
- b. The Vendor/Contractor will take all reasonable precautions to prevent damage, injury or loss to: (a) all persons who may be affected by the performance of his operations, including employees; (b) all materials and equipment; and (c) all property at or surrounding the work site. In an emergency affecting the safety of persons or property, the Vendor/Contractor will act, with reasonable care and discretion, to prevent any threatened damage, injury or loss.

B. MINIMUM INSURANCE REQUIREMENTS: Vendor/Contractor shall procure, pay for and maintain at least the following insurance coverage and limits. Said insurance shall be evidenced by delivery to the County of a certificate(s) of insurance executed by the insurers listing coverage and limits, expiration dates and terms of policies and all endorsements whether or not required by the County, and listing all carriers issuing said policies. The insurance requirements shall remain in effect throughout the term of this Contract.

1. Workers' Compensation: As required by law:

- a. State.....Statutory
- b. APPLICABLE FEDERAL.....Statutory
- c. EMPLOYER'S LIABILITY.....Minimum:
  - i. \$100,000.00 each accident
  - ii. \$100,000.00 by employee
  - iii. \$500,000.00 policy limit
- d. Exemption per Florida Statute 440: If a Vendor/Contractor has less than three (3) employees and states that they are exempt per Florida Statute 440, they must provide an exemption certificate from the State of Florida. Otherwise, they will be required to purchase Workers' Compensation Insurance and provide a copy of Workers

Compensation Insurance.

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

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

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

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

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

#### **8.29. INSURANCE REQUIREMENTS (continued)**

**PROFESSIONAL LIABILITY:** including Errors and Omissions with minimum limits of \$3,000,000.00 per occurrence, if occurrence form is available; or claims made form with tail coverage extending three (3) years beyond completion and acceptance of the project with proof of tail coverage to be submitted with the invoice for final payment. In lieu of tail coverage, consultant may submit annually to the County a current Certificate of Insurance proving 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 \$2,000,000.00.

#### **8.30. INSURANCE REQUIREMENTS (continued)**

**CYBER LIABILITY TECHNOLOGY:** including Errors and Omissions with minimum limits of \$3,000,000.00 per occurrence, Prior to performing services, Contractor will provide to the owner a certificate of insurance including Cyber Security Insurance Coverage in the event of data breach. Failure to provide said certificate or failure to maintain said Cyber Security Insurance Vendor/Contractor shall provide to the owner a certificate of insurance including Cyber Security Insurance coverage in the event of a data breach. Failure to provide said certificate or failure to maintain said Cyber Security Insurance during Agreement's term shall constitute a material breach of the Agreement.

**DATA SECURITY:** The parties agree to abide by and maintain adequate security measures, consistent with industry standards and best practices to protect Confidential Electronic data from unauthorized disclosure or acquisition by an unauthorized person. These measures shall include, but are not limited to:

- A. . Data Encryption both at rest and in transit.



- B. . Strong Authentication and Appropriate Access Control for any data shares.
- C. . Data Classification clearly labeling the sensitivity of shared information defined as classified or sensitive.

#### 8.31. MINIMUM WAGE RATES:

- A. The Vendor/Contractor shall be required to pay his/her/its 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.

#### 8.32. SAFETY PRECAUTIONS:

##### SAFETY PRECAUTIONS:

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

#### 8.33. RESPONSIVE/RESPONSIBLE:

At the time of submitting a Bid response, the County requires that the Bidder be properly licensed and registered to do business in the State of Florida in accordance with applicable Florida Statutes (F.S.). Bid responses that fail to provide the required forms listed in these Bid Documents may be rejected as non-responsive. Bidders whose responses, past performance, or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of the Bid may be rejected as non-responsible. The County reserves the sole right to determine which responses meet the requirements of this solicitation, and which Bidders are responsive and responsible. The County reserves the sole right before awarding the Bid, to require a Bidder to submit such evidence of their qualifications as it may deem necessary and may consider any evidence available to it of the financial, technical, and other qualifications and abilities of a Bidder to perform the work in a satisfactory manner and within the time specified. The Bidder is assumed to be familiar with all federal, state or local laws, ordinances, rules

and regulations that in any manner affect the work, and to abide thereby if awarded the Bid/Contract. Ignorance of legal requirements on the part of the Bidder/Vendor/Contractor will in no way relieve his/her/its responsibility.

#### 8.34. 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 Paragraph 5.3. A claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 5. 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 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 Paragraph 37 within thirty (30) days of such action or denial.

## 9. SPECIAL CONDITIONS

### 9.1. INSPECTION OF FACILITIES/AREAS:

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

### 9.2. 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.

### 9.3. 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.

### 9.4. PERFORMANCE

- A. Timely performance is of the essence in the award of this Prequalification Application. Performance shall be defined in the request for Quote. Quotes which 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 Purchase Order, 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 Prequalification Contract.
- D. If said Vendor/Contractor shall neglect, fail or refuse to provide the services within the time herein specified on the request for Quote, then said Vendor/Contractor does hereby agree as

part of the consideration for the awarding of this Prequalification 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 Quote 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.

#### 9.5. 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 request for Quote, pursuant to section above entitled DELIVERY AND ACCEPTANCE, 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, any amount defined in the request for Quote, 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.

#### 9.6. AS SPECIFIED:

All items delivered must meet the specifications as defined in the request for Quote, pursuant to section above entitled DELIVERY AND ACCEPTANCE. 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.

#### 9.7. CODES AND REGULATIONS:

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

#### 9.8. WARRANTY

The awarded Vendor/Contractor shall fully warrant all equipment furnished against defect in materials and/or workmanship for a period determined on the request for Quote, pursuant to Paragraph 11, from date of delivery/acceptance by Hernando County. Should any defect in materials or workmanship, except ordinary wear and tear, appear during the stated warranty period, the awarded Vendor/Contractor shall repair or replace same at no cost to the County, immediately upon written notice from the County's authorized representative. The Vendor/Contractor shall be responsible for either repairing the equipment on site or transporting the equipment to his/her repair facility at no cost to the County. All warranty provisions of the Uniform Commercial Code shall additionally apply.

## 9.9. MEASUREMENTS

The linear footage noted on the request for Quote, pursuant to section above entitled DELIVERY AND ACCEPTANCE, are only estimates. Vendor/Contractors will be responsible for their own measurements and must submit a firm price accordingly. There will be no adjustments, for increase or decrease, of footage required for the job; therefore, the total offer must be based on accurate measurements by Vendor/Contractors during inspection. Failure to do so will be at Vendor/Contractor's risk. Any request for unit price on the Quote is for information only. Award shall be based solely on "Total Offer", with no adjustments made for increased/decreased quantities after award.

## 9.10. DRAWINGS

Drawing(s) may be included in the request for Quote. The County shall not be responsible for the accuracy of such drawings. Vendor/Contractor's shall be responsible for verification of the accuracy and the total Quote offer shall be at the Vendor/Contractor's risk.

## 9.11. DEBRIS

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

## 9.12. PROTECTION OF PROPERTY/SECURITY:

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

## 9.13. BID BOND/PERFORMANCE BOND AND PAYMENT BOND: (Required if project quoted will be over \$200,000)

- A. If required, each Quote submitted from a request for Quote, pursuant to Paragraph 11, must be accompanied by a Certified or Cashier's check or Bid Bond in a sum of not less than ten percent

(10%) of the total Quote. Quote deposits amounting to less than two hundred dollars need not be submitted. All checks shall be made payable to the Hernando County Board of County Commissioners. Unsuccessful Vendor/Contractor's performance deposit will be returned upon evaluation and award of Quote. The awarded Vendor/Contractor's performance deposit will be returned upon receipt and acceptance of a 100% Performance Bond and a 100% Payment Bond. Under no circumstances shall the awarded Vendor/Contractor start work until he/she has supplied an acceptable Performance Bond and Payment Bond. If the awarded Vendor/Contractor fails to supply a Performance Bond and/or Payment Bond as specified in the Quote, the County shall be entitled to retain the Quote deposit to rectify the Vendor/Contractor's unacceptable performance. The Surety which issues the Bid Bond and the Performance Bond and Payment Bond must be listed on the U.S. Treasury, Fiscal Service, Bureau of Government Financial Operations, (latest review) entitled "Companies Holding Certificates of Authority as Acceptable Surety on Federal Bond and as Acceptable Reinsuring Companies".

- B. The awarded Vendor/Contractor shall furnish a Performance Bond and a Payment Bond as security for faithful performance of Quote awarded as a result of a request for Quote, and for the payment of all persons performing labor and/or furnishing material in connection therewith. The Surety of such Bond shall be in an amount equal to the Contractual service (each job awarded, and Purchase Order (PO) issued). The Surety shall be responsible for any liquidated damages assessed because of failure to complete the Contractual service. The Surety shall also be responsible for any increases or extensions to the Contract. The attorney-in-fact who signs the Bond must send with the Bond a certificate and effective dated copy of power of attorney. Under no circumstances shall the awarded Vendor/Contractor begin work until he/she has supplied the County a Performance Bond

#### **9.14. 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.

#### **9.15. 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 request for Quote form, pursuant to section above entitled DELIVERY AND ACCEPTANCE.

#### **9.16. CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER - TERM CONTRACTS:**

It is hereby made a part of this Request for Qualification 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 Exhibit A, Section III, Exhibits 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.

#### **9.17. 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. 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.

#### 9.18. SITE DAMAGE:

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

#### 9.19. 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 (each job awarded) prior to payment processing.

## 10. SCOPE OF WORK

### 10.1. SCOPE OF WORK:

The Vendor/Contractor will supply all materials, labor, and equipment in order to accomplish the installation of single mode fiber and Category 6 (Cat 6) cabling on an as-needed basis for Hernando County Departments as described in the specifications. Information pertaining to individual projects shall include: Address/Location of the project Description of the services Specify the services to be done.

### 10.2. LOCATION OF THE WORK

The work to be performed in this Contract will be performed at Various sites in Hernando County, Florida.

### 10.3. TECHNICAL SPECIFICATIONS:

#### A. PREQUALIFICATION (VENDOR/CONTRACTOR SHALL PROVIDE RESPONSE TO):

1. Vendor/Contractors must provide at least three (3) references regarding this scope of work. The references must be from three (3) separate customers. The County reserves the right to request and obtain additional references.
2. Vendor/Contractors must maintain an office within a three (3)-hour response radius of Hernando County Government Center located at 20 North Main Street, Brooksville, FL 34601, verified by the first search on maps.google.com.
3. Vendor/Contractors shall have been in business for a minimum of three (3) years performing the same type of work described in this general scope of work.
4. Vendor/Contractors will show documentation that there is at least one (1) BICSI RCDD certified employee on site at project completion to ensure proper installation within industry standards and the same requirements for any low-voltage license as well.
5. No subcontractor effort will be allowed for any projects.
6. All materials shall be new and free from any material defects.
7. All measurements in this document are approximate lengths only. Each vendor is responsible for obtaining accurate measurements for each job as it occurs.

8. All installers assigned to the projects must have five (5) years' experience in the installation of specified components and structured cabling. Vendor/Contractor must be a certified installer for Avigilon systems.
9. All ethernet cable shall be of Cat6/Cat6a type and must meet ANSI/TIA-568 specifications.
10. All fiber will be single mode.
11. All requirements for security and surveillance systems are outlined in the Access Control System and IP Video Communication Specifications

**B. OTHER NETWORKING ITEMS (AS NEEDED) WILL BE PRICED**

1. Whenever a job requires other networking items in addition to cabling the following specifications shall apply:
  - a. Communications room will have a free-standing 19" standard rack installed. In the event that a free-standing rack cannot be utilized, a locking wall-mounted rack may be substituted. Substitutions must be approved in advance (in writing) by Information Technology Staff.
  - b. Provide three-feet (3') of twelve-inch (12") black ladder rack with protective end caps from the back of the wall to the new free-standing rack.
  - c. Provide two (2) full-length front and back vertical cable managers.
  - d. Provide Leviton Extreme 6+ Quick Port Patch Panels (Preload light almond connectors), like Leviton LE- 69270-U48 or equivalent.
  - e. Provide appropriate horizontal cable manager for number of panels installed. Correct number will be determined by Information Technology and the project.
  - f. Data Keystones will be Cat 6/Cat6a Compliant.
  - g. Vendor/Contractor will provide patch cords as needed unless otherwise specified.
  - h. All communication work shall conform to EIA/TIA 568 D standards.

**C. FIBER:**

1. Standards for Fiber Cabling are a minimum of 6 strand 8.3/125 single mode fiber. Fiber installed inside buildings shall be Inter-duct and outdoor fiber will be in conduit.
2. All fiber shall be stamped with a date not greater than three (3) years from construction/installation of/for this project.
3. All fiber shall be installed within the guidelines of manufacturer's specifications.
4. Fiber will terminate into the panel boxes or rack mount term shelves as dictated by the job.
5. Termination type will be LC connectors.

6. Fiber patch cords will be LC to LC and when connecting to switching equipment will be LC to LC (in various lengths).
- D. TESTING: Materials and documentation to be furnished under this specification are subject to inspection and tests. All cables shall be terminated to outlet jacks and patch panels prior to testing. Equipment and systems will not be accepted until the required inspections and tests have been made, demonstrating that the signal distribution system conforms to the specified requirements, and that the required equipment, systems, and documentation have been provided. All inspections and approvals will be by Information Technology. Any defect(s) in the cable system installation including, but not limited to, cable, connectors, feed-through couplers, patch panels, and connector blocks shall be repaired or replaced in order to ensure one hundred percent (100%) useable conductors in all cables installed.
1. All Category 6 circuits shall be tested and verified to demonstrate Category 6 performance. Test results shall be provided in hardcopy and electronic format (CD or flash thumb drive) to Information Technology staff. The printed test results shall include:
    - a. All tests performed,
    - b. The expected test result, and;
    - c. The actual test result achieved and pass/fail indication for each installed link under test.
  2. All fiber strands shall be tested and verified by Vendor/Contractor. Test results shall be provided in hardcopy and electronic format (CD or flash thumb drive). The printed test results shall include:
    - a. All tests performed,
    - b. The expected test result, and;
    - c. The actual test result achieved and a pass/fail indication for each installed link under test.
- E. HOUSE BOOKS (NEW CONSTRUCTION AND MAJOR RENOVATIONS):
1. The Vendor/Contractor shall supply two (2) complete "House Books", one (1) for the main telecommunications closet and one (1) copy for the County Project Manager. The House Book is to be provided in electronic media (CD or flash thumb drive) and shall minimally detail pair count per IDF/MDF, copy of installation K-plans, floor plans showing jack locations and numbers, and printouts of all cable certification tests.
  2. All pre-approved, printed test results shall be incorporated into the House Book and left on site prior to soft cutover (or phased payment). An additional copy shall be given to the County Project Manager at the same time. System acceptance and subsequent phased payment shall not be approved until the House Books are provided and accepted by the County Project Manager.

F. WARRANTY:

1. General: The Vendor/Contractor shall provide a system warranty covering the installed cable system against defects in workmanship, components, and performance: and follow-up support after project completion. Vendor/Contractor must be a certified network cable installer for the Leviton or equivalent products installed.
2. Installation Warranty: The Vendor/Contractor shall warrant the cabling system against material defects in workmanship for a period of ten (10) years for New Project Installations and Major Renovations from the date of system acceptance by the County. The warranty shall cover all labor and materials necessary to correct a failed portion of the system and to demonstrate performance within the original installation specifications after repairs are accomplished. This warranty shall be provided at no additional cost to the County.

G. SERVICES:

1. The Vendor/Contractor shall provide specified materials and equipment for installation of communications wiring on an as-needed basis to the County and its County departments. The Vendor/Contractor shall provide the crews for the timely execution of the service contract not to exceed ten (10) business days from the Notification to Proceed. The Notice to Proceed (NTP) can be conveyed to the Vendor/Contractor by Purchase Order (PO) issuance or Formal Notice to Proceed with PO issuance at the department's discretion.
2. The Vendor/Contractor shall conduct the work so as not to interfere with any public utilities or staff operations.
3. The Vendor/Contractor shall comply with local, State, and Federal Safety and Health requirements. This shall include all permits necessary and/or required.
4. The Vendor/Contractor must be duly licensed in accordance with the State of Florida statutory requirements to perform the work contemplated.
5. The Vendor/Contractor shall obtain all permits necessary to complete the work contemplated and/or conveyed.
6. The Vendor/Contractor shall be responsible for determining what permits are necessary to perform work contemplated under this Contract.



## 11. VENDOR QUESTIONNAIRE

### 11.1. 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
7. State of Incorporation

\*Response required

### 11.2. 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

### 11.3. Type of Organization

- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Joint Venture
- ☐ Corporation

### 11.4. W-9 Form \*

Please attach your completed W-9 Form

\*Response required

### **11.5. 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 not acceptable.

\*Response required

### **11.6. E-VERIFY CERTIFICATION\***

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

### **11.7. DRUG FREE WORKPLACE CERTIFICATE\***

In accordance with Florida Statute 287.087 (Current Edition), by submitting this response we hereby certify that our firm

Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Workplace named above, and specifying actions that will be taken against violations of such prohibition.

Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.

Gives each employee engaged in providing commodities or contractual services that are under proposal a copy of the statement specified above.

Notifies the employees that as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 893 (Current Edition), or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.

Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace program.

"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

☐ Please confirm

\*Response required

#### 11.8. 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

## 11.9. Sworn Statement

### 11.9.1. *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

**11.9.2. *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**

**11.9.3. *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, created pursuant to s. 215.4725 F.S. (Current Edition), or companies that are engaged in a boycott of Israel or companies engaged in business operations in Cuba or Syria.

As the person authorized to 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

### 11.10. HERNANDO COUNTY EMPLOYMENT DISCLOSURE CERTIFICATION STATEMENT

*11.10.1. 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

*11.10.2. 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

### *11.10.3. Relatives and Former Hernando County Employees – Roles and Signatures*

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

*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?*

*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?*

**Please download the below documents, complete, and upload.**



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

#### **11.10.4. Local Vendor Affidavit - 12 Month Minimum**

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

☐ Please confirm

#### **11.10.5. If you are a local vendor please provide the following:**

1. Proof of Real Property Tax Submitted with Affidavit:
2. Copy of Florida Division of Corporations Annual Report Submitted with Affidavit:

#### **11.10.6. REFERENCES \***

Please enter a list of at least **three (3) references** of firms, organization and/or governmental agencies/entities for which services of a similar size and scope of this solicitation). **These references must have been satisfactorily performed within the past three (3) years.**

**Please enter the following for each reference:**

**Firm name and Address**

**Contact Person**

**Email Address**

**Phone number**

**Fax number**

**Contract Number/ID**

**Contract Amount**

**Contract Date(s)**

\*Response required

#### **11.10.7. WARRANTIES \***

The Vendor/Contractor agrees that the supplies and services furnished under this Contract shall be covered by the most favorable commercial warranties the Vendor/Contractor 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.

☐ Yes

☐ No

\*Response required

#### *11.10.8. PRE-QUALIFICATION QUESTIONNAIRE*

Please download the below documents, complete, and upload.

- [Pre-Qualification Form.pdf](#)

#### *11.10.9. Solicitation-Offer-Award*

Please download the below document, complete, and upload.

- [SOLICITATION OFFER AWARD.pdf](#)



County of Hernando  
Procurement Department  
Toni Brady, Chief Procurement Officer  
15470 Flight Path Drive, Brooksville, FL 34604

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**PROPOSAL DOCUMENT REPORT**

PQ No. 23-T00041/GL

Pre-Qualification for Installation of Access Control and Video Communication Systems

RESPONSE DEADLINE: March 1, 2023 at 3:00 pm

Report Generated: Wednesday, April 12, 2023

**Minuteman Security Technologies, Inc. Proposal**

**CONTACT INFORMATION**

**Company:**

Minuteman Security Technologies, Inc.

**Email:**

dwhite@minutemanst.com

**Contact:**

David White

**Address:**

5910 Benjamin Center Drive  
Suite 120  
TAMPA, FL 33634-5240

**Phone:**

(813) 618-5888

**Website:**

[www.minutemanst.com](http://www.minutemanst.com)

**Submission Date:**

Feb 24, 2023 3:44 PM

**ADDENDA CONFIRMATION**

Addendum #1

*Confirmed Feb 15, 2023 8:47 AM by David White*

**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
7. State of Incorporation

1. Minuteman Security Technologies, Inc.

2. Federal ID# = 04-3025865

3. David White, Enterprise Account Executive

4. Shipping Address = 5910 Benjamin Center Dr, STE 120

Tampa, FL 33634

Billing Address = 1 Connector Road

Andover, MA 01810

5. 813 618 5888

6. Email = dwhite@minutemanst.com

7. Incorporated in 1988

## 2. 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)

1. Michael Andrews

2. Title = VP of Florida

3. 813 727 7419

**3. Type of Organization**

*Pass*

Corporation

**4. W-9 Form \***

*Pass*

Please attach your completed W-9 Form

avigilon.pdf

**5. 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.

**6. E-VERIFY CERTIFICATION\***

*Pass*

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

## 7. DRUG FREE WORKPLACE CERTIFICATE\*

*Pass*

In accordance with Florida Statute 287.087 (Current Edition), by submitting this response we hereby certify that our firm

Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Workplace named above, and specifying actions that will be taken against violations of such prohibition.

Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.

Gives each employee engaged in providing commodities or contractual services that are under proposal a copy of the statement specified above.

Notifies the employees that as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 893 (Current Edition), or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.

Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace program.

"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".



Confirmed

#### **8. 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

#### **9. 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

**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, created pursuant to s. 215.4725 F.S. (Current Edition), or companies that are engaged in a boycott of Israel or companies engaged in business operations in Cuba or Syria.

As the person authorized to 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

**10. 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**

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

*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?*

*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?*

**Please download the below documents, complete, and upload.**

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

No response submitted

LOCAL VENDOR AFFIDAVIT - 12 MONTH MINIMUM

*Pass*

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

Confirmed

IF YOU ARE A LOCAL VENDOR PLEASE PROVIDE THE FOLLOWING:

*Pass*

1. Proof of Real Property Tax Submitted with Affidavit:
2. Copy of Florida Division of Corporations Annual Report Submitted with Affidavit:

Business\_tax\_receipt\_2022-2023.pdf

REFERENCES \*

*Pass*

Please enter a list of at least **three (3) references** of firms, organization and/or governmental agencies/entities for which services of a similar size and scope of this solicitation). **These references must have been satisfactorily performed within the past three (3) years.**

**Please enter the following for each reference:**

**Firm name and Address**

**Contact Person**

**Email Address**

**Phone number**

**Fax number**

**Contract Number/ID**

**Contract Amount**

**Contract Date(s)**

1. Pasco County BOCC

7220 Osteen Road, New Port Richey, FL

Shawn Sanders, ssanders@pascocountyfl.net

2. Bayfront Health

701 6th St. S, St. Petersburg, FL 33701

Mike Whetstone, michael.whetsone@orlandohealth.com

3. Sarasota Memorial Hospital

1700 S. Tamiami Trail, Sarasota, FL 34239

Brian Gould, Brian-Gould@smh.com

4. City of Bradenton

101 Old Main Street, Bradenton, Florida

Mike Terracciano, [Michael.Terracciano@cityofbradenton.com](mailto:Michael.Terracciano@cityofbradenton.com)

**WARRANTIES \***

*Pass*

The Vendor/Contractor agrees that the supplies and services furnished under this Contract shall be covered by the most favorable commercial warranties the Vendor/Contractor 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.

Yes

**PRE-QUALIFICATION QUESTIONNAIRE**

*Pass*

Please download the below documents, complete, and upload.

- [Pre-Qualification Form.pdf](#)

Prequal.pdf

SOLICITATION-OFFER-AWARD

*Pass*

Please download the below document, complete, and upload.

- [SOLICITATION OFFER AWARD.pdf](#)

SOLICITATION\_OFFER\_AWARD.pdf



## ADDENDA CONFIRMATION

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✔ Addendum #1

*Confirmed Feb 15, 2023 8:47 AM by David White*

# Request for Taxpayer Identification Number and Certification

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

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Minuteman Security Technologies, Inc.	
<b>2</b> Business name/disregarded entity name, if different from above dba Minuteman Security & Life Safety	
<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <b>Note:</b> 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 <b>not</b> 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. <input type="checkbox"/> Other (see instructions) ►	
<b>4</b> 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.)	
<b>5</b> Address (number, street, and apt. or suite no.) See instructions. <b>1</b> Connector Road	Requester's name and address (optional)
<b>6</b> City, state, and ZIP code Andover, MA 01810	
<b>7</b> List account number(s) here (optional)	

## 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									
0	4	-	3	0	2	5	8	6	5

## Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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.

<b>Sign Here</b>	Signature of U.S. person ► 	Date ► 2/15/2023
------------------	--	------------------

## 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](http://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.

2022 - 2023 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT

EXPIRES SEPTEMBER 30, 2023

59470

OCC. CODE

RENEWAL

260.026000 OFFICE

60

Receipt Fee

30.00

Hazardous Waste Surcharge

0.00

Law Library Fee

0.00

BUSINESS MINUTEMAN SECURITY TECHNOLOGIES  
INC  
5910 BENJAMIN CENTER DRIVE  
SUITE 120

2022 - 2023

NAME MINUTEMAN SECURITY TECHNOLOGIES INC  
MAILING 5910 BENJAMIN CENTER DRIVE  
ADDRESS TAMPA, FL 33634

Paid 21-643-001080

08/11/2022 30.00

**BUSINESS TAX RECEIPT**

NANCY C MILLAN, TAX COLLECTOR

813-635-5200

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE  
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

**PRE-QUALIFICATION QUESTIONNAIRE**

**FOR**

**CONTRACT NO. 23-T00041/GL - INSTALLATION OF ACCESS CONTROL AND VIDEO COMMUNICATION SYSTEM**

Submitted by: Minuteman Security Technologies  
Company Name

Registrants Name: David White Title: Enterprise Account Executive

Address: 5910 Benjamin Center Phone: 813 618 5888

Drive, Ste 120 Fax: 813 434 2388

Tampa, FL 33634 E-Mail: dwhite@minutemanst.com

1.

State License Number - Installer

EF20001163

State License Number - Low Voltage

Certificate Holder's Name

Michael Andrews

Certificate Holder's Name

Hernando County License

Certificate Holder's Name

2.

Are there any disciplinary actions against the qualifier of your company within the past five (5) years?

☐ Yes

☒ No

If the answer is yes, please explain below.

\_\_\_\_\_  
\_\_\_\_\_

3.

Are there any judgements, claims, mediation proceedings or suits pending or outstanding against your firm or its office?

☐ Yes

☒ No

If the answer is yes, please explain below.

\_\_\_\_\_  
\_\_\_\_\_

4.

Has any office or partner of your firm ever failed to complete a communications wiring installation project handled in his/her/its own name or as a qualifier for another in the past five (5) years?

☐ Yes

☒ No

If the answer is yes, please explain below.

\_\_\_\_\_  
\_\_\_\_\_

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

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION



Department of Business  
& Professional Regulation

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## LICENSEE DETAILS

4:47:08 PM 3/14/2023

### Licensee Information

Name:	<b>ANDREWS, MICHAEL (Primary Name)</b> <b>MINUTEMAN SECURITY TECHNOLOGIES, INC. (DBA Name)</b>
Main Address:	<b>4504 BLOOMSBURY CT</b> <b>TAMPA Florida 33624</b>
County:	<b>HILLSBOROUGH</b>
License Location:	<b>1 CONNECTOR RD</b> <b>ANDOVER MA 01810</b>
County:	<b>OUT OF STATE</b>

### License Information

License Type:	<b>Certified Alarm System Contractor I</b>
Rank:	<b>Cert Alarm I</b>
License Number:	<b>EF20001163</b>
Status:	<b>Current,Active</b>
Licensure Date:	<b>03/18/2014</b>
Expires:	<b>08/31/2024</b>

### Special Qualifications

### Qualification Effective

--

### Alternate Names

--

[View Related License Information](#)

[View License Complaint](#)

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: [Customer Contact Center](#) :: Customer Contact Center: 850.487.1395

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. \*Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee.

However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our [Chapter 455](#) page to determine if you are affected by this change.





## Board of County Commissioners

### AGENDA ITEM

Meeting: 05/09/2023  
Department: Procurement Department  
Prepared By: Alisa Pike  
Initiator: Toni Brady  
DOC ID: 12150  
Legal Request Number: 2022-673-1  
Bid/Contract Number: 23-T00029/AP

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#### TITLE

Award of Term Contract to Asphalt Paving Systems, Inc., for Premium Microsurfacing for County Road Projects (Contract No. 23-T00029/AP; Amount: \$600,000.00)

#### BRIEF OVERVIEW

The Hernando County Procurement Department issued Invitation to Bid (ITB) No. 23-T00029/AP for Premium Microsurfacing for Hernando Roads.

The Procurement Department placed the legal advertisement and the ITB on the County's electronic Procurement Portal on February 1, 2023. The bid was sent to two thousand two hundred and eighty (2,280) matching vendors from the website. The bid document was downloaded by eighteen (18) vendors and one (1) bid was received.

The solicitation is based on-line item pricing for estimated quantities per unit of measurement. Base bid received using the quantity and unit of measurement formula are listed below:

Bidder	Total Base Amount	Total Base Amount
	One (1) Year	Three (3) Year
Asphalt Paving Systems, Inc.	\$26,480.72	\$79,442.16

Initial estimated projects and costs are:

- Road Project No. 109880 - Croom \$221,750.00
- Project No. 108380 - Endsley Road \$153,321.00
- Project No. 109770 - Dunkirk Road/Spring Hill Area 4B \$195,247.00

The Bids were evaluated on the basis of price, conformance with specifications, and the bidder's ability to perform the contract in accordance with the terms, conditions and specifications required. The Bid responses were reviewed and evaluated by County department staff and found to be responsive and responsible. The Department review and award recommendation indicates that bid pricing is fair and reasonable.

The solicitation result is based on a three (3) year term with two (2) twelve (12) month renewals. The Department estimates an annual budget for Premium Microsurfacing at \$600,000.00 per fiscal year.

The Chief Procurement Officer has reviewed this requirement for conformance to Procurement Ordinance and Purchasing Policies and Procedures.

#### FINANCIAL IMPACT

Funds are available in following accounts:

- 1022-03241-5616305 (\$221,750.00) Croom Road
- 1022-03241-5616367 (\$348,568.00) Endsley Road; Dunkirk Road/Spring Hill Area 4B.

## 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 award of Contract No. 23-T00029/AP to Asphalt Paving Systems, Inc., for premium microsurfacing of Hernando County roads for an initial thirty-six (36) month term.

It is further recommended that the Board authorize the Chief Procurement Officer to renew the Contract 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

Todd Crosby	Approved	04/14/2023	3:32 PM
Elaine Singer	Approved	04/18/2023	3:05 PM
Carla Rossiter-Smith	Approved	04/22/2023	7:04 AM
Toni Brady	Approved	04/25/2023	10:29 AM
Pamela Hare	Approved	04/25/2023	12:20 PM
Victoria Anderson	Approved	04/25/2023	4:52 PM
Heidi Kurppe	Approved	04/26/2023	2:23 PM
Scott Herring	Approved	04/26/2023	5:11 PM
Jeffrey Rogers	Approved	04/27/2023	12:19 PM
Colleen Conko	Approved	04/27/2023	3:34 PM



County of Hernando  
Procurement Department  
Toni Brady, Chief Procurement Officer  
15470 Flight Path Drive, Brooksville, FL 34604

**EVALUATION TABULATION**  
T No. 23-T00029/AP  
Premium Microsurfacing for Hernando Roads  
RESPONSE DEADLINE: March 8, 2023 at 3:00 pm  
Report Generated: Friday, April 14, 2023

**SELECTED VENDOR TOTALS**

Vendor	Total
Asphalt Paving Systems, Inc	\$26,480.72 1 Year Total \$79,442.16 Three Year Total

**CRACK SEALING BID FORM**

					Asphalt Paving Systems, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	1	200 - 500	1	GAL	\$33.00	\$33.00
X	2	501 - 1,000+	1	GAL	\$33.00	\$33.00
Total						\$66.00

**MASTIC PATCHING BID FORM**

## EVALUATION TABULATION

T No. 23-T00029/AP

Premium Microsurfacing for Hernando Roads

Selected	Line Item	Description	Quantity	Unit of Measure	Asphalt Paving Systems, Inc	
					Unit Cost	Total
X	3	200 - 500	1	GAL	\$36.00	\$36.00
X	4	501 - 1,000+	1	GAL	\$36.00	\$36.00
Total						\$72.00

## PREMIUM MICRO-SURFACING (DOUBLE APPLICATION) BID FORM

Selected	Line Item	Description	Quantity	Unit of Measure	Asphalt Paving Systems, Inc	
					Unit Cost	Total
X	5	25,000 - 50,000	1	SY	\$6.50	\$6.50
X	6	50,001 - 100,000	1	SY	\$6.50	\$6.50
X	7	100,001 AND OVER	1	SY	\$6.50	\$6.50
X	8	Rut Filling (Leveling)	1	TON	\$285.00	\$285.00
Total						\$304.50

## CONVENTIONAL MICRO-SURFACING (DOUBLE APPLICATION) BID FORM

EVALUATION TABULATION

Invitation to BID - Premium Microsurfacing for Hernando Roads

Page 2

## EVALUATION TABULATION

T No. 23-T00029/AP

Premium Microsurfacing for Hernando Roads

					Asphalt Paving Systems, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	9	25,000 - 50,000	1	SY	\$5.88	\$5.88
X	10	10,001 - 100,000	1	SY	\$5.88	\$5.88
X	11	100,001 AND OVER	1	SY	\$5.88	\$5.88
X	12	Rut Filling (Leveling)	1	TON	\$260.00	\$260.00
Total						\$277.64

## MOBILIZATION BID FORM

					Asphalt Paving Systems, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	13	Work Order Total \$50,000 - \$100,000	1	LS	\$7,500.00	\$7,500.00
X	14	Work Order Total \$100,001 - \$200,000	1	LS	\$7,500.00	\$7,500.00
X	15	Work Order Total \$200,001 - \$500,000	1	LS	\$7,500.00	\$7,500.00
Total						\$22,500.00

## MAINTENANCE OF TRAFFIC (MOT) BID FORM

EVALUATION TABULATION

Invitation to BID - Premium Microsurfacing for Hernando Roads

Page 3

## EVALUATION TABULATION

T No. 23-T00029/AP

Premium Microsurfacing for Hernando Roads

Selected	Line Item	Description	Quantity	Unit of Measure	Asphalt Paving Systems, Inc	
					Unit Cost	Total
X	16	Standard Index 600 Series MOT for 2-Lane, 2-Way Closure	1	PER DAY	\$2,450.00	\$2,450.00
Total						\$2,450.00

## MISCELLANEOUS ITEMS BID FORM

Selected	Line Item	Description	Quantity	Unit of Measure	Asphalt Paving Systems, Inc	
					Unit Cost	Total
X	17	Full Depth Asphalt Patching (3"-4") over 250 SF	1	SF	\$9.40	\$9.40
Total						\$9.40

## STRIPING AND PAVEMENT MARKING REMOVAL BID FORM

Selected	Line Item	Description	Quantity	Unit of Measure	Asphalt Paving Systems, Inc	
					Unit Cost	Total
X	18	Removal by Water Blasting (0-250)	1	SF	\$12.00	\$12.00
X	19	Removal by Water Blasting (251-1000)	1	SF	\$7.20	\$7.20
X	20	Removal by Water Blasting (1001-up)	1	SF	\$3.60	\$3.60

## EVALUATION TABULATION

Invitation to BID - Premium Microsurfacing for Hernando Roads

Page 4



## EVALUATION TABULATION

T No. 23-T00029/AP

Premium Microsurfacing for Hernando Roads

					Asphalt Paving Systems, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	21	Removal by Grinding (0-250)	1	SF	\$6.00	\$6.00
X	22	Removal by Grinding (251-1001)	1	SF	\$4.80	\$4.80
X	23	Removal by Grinding (1001-up)	1	SF	\$3.60	\$3.60
Total						\$37.20

## REFLECTIVE PAVEMENT MARKERS BID FORM

					Asphalt Paving Systems, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	24	Reflective Pavement Markers (Remove)	1	EA	\$2.40	\$2.40
X	25	Furnish/Install Bi-Directional Yellow Marker (A/A)	1	EA	\$9.60	\$9.60
X	26	Furnish/Install Bi-Directional White/Red or Blue Marker (C/R)	1	EA	\$9.60	\$9.60
X	27	Furnish/Install Mono-Directional Yellow Marker (M/A)	1	EA	\$9.60	\$9.60
Total						\$31.20

## PAINTED PAVEMENT MARKINGS BID FORM

## EVALUATION TABULATION

Invitation to BID - Premium Microsurfacing for Hernando Roads

Page 5

## EVALUATION TABULATION

T No. 23-T00029/AP

Premium Microsurfacing for Hernando Roads

Selected	Line Item	Description	Quantity	Unit of Measure	Asphalt Paving Systems, Inc	
					Unit Cost	Total
X	28	Standard, White, Solid 6"	1	LF	\$0.96	\$0.96
X	29	Standard, White, Solid 8"	1	LF	\$1.80	\$1.80
X	30	Standard, White, Solid 12"	1	LF	\$4.80	\$4.80
X	31	Standard, White, Solid 18"	1	LF	\$6.00	\$6.00
X	32	Standard, White, Solid 24"	1	LF	\$9.60	\$9.60
X	33	Standard, White Skip 6"	1	LF	\$1.44	\$1.44
X	34	Standard, White, Dotted/Guideline 6-10 Gap, 6"	1	LF	\$1.68	\$1.68
X	35	Standard, White, Message	1	EA	\$120.00	\$120.00
X	36	Standard, White, Arrows	1	EA	\$60.00	\$60.00
X	37	Standard, White, Yield Line	1	LF	\$9.60	\$9.60
X	38	Standard, Yellow, Solid 6"	1	LF	\$96.00	\$96.00
X	39	Standard, Yellow, Solid 8"	1	LF	\$1.20	\$1.20
X	40	Standard, Yellow, Solid 12"	1	LF	\$2.40	\$2.40
X	41	Standard, Yellow, Solid 18"	1	LF	\$6.00	\$6.00
X	42	Standard, Yellow, Solid 24"	1	LF	\$4.80	\$4.80
X	43	Standard, Yellow, Skip 6"	1	LF	\$1.44	\$1.44

## EVALUATION TABULATION

Invitation to BID - Premium Microsurfacing for Hernando Roads

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## EVALUATION TABULATION

T No. 23-T00029/AP

Premium Microsurfacing for Hernando Roads

Selected	Line Item	Description	Quantity	Unit of Measure	Asphalt Paving Systems, Inc	
					Unit Cost	Total
X	44	Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	1	LF	\$1.68	\$1.68
Total						\$329.40

## THERMOPLASTIC PAVEMENT MARKINGS (711) BID FORM

Selected	Line Item	Description	Quantity	Unit of Measure	Asphalt Paving Systems, Inc	
					Unit Cost	Total
X	45	Thermo, Standard, White, Solid 6"	1	LF	\$1.92	\$1.92
X	46	Thermo, Standard, White, Solid 8"	1	LF	\$3.00	\$3.00
X	47	Thermo, Standard, White, Solid 12"	1	LF	\$7.20	\$7.20
X	48	Thermo, Standard, White, Solid 18"	1	LF	\$10.80	\$10.80
X	49	Thermo, Standard, White, Solid 24"	1	LF	\$14.40	\$14.40
X	50	Thermo, Standard, White Skip 6"	1	LF	\$2.64	\$2.64
X	51	Thermo, Standard, White, Dotted/Guideline 6-10 Gap, 6"	1	LF	\$2.88	\$2.88
X	52	Thermo, Standard, White, Message	1	EA	\$240.00	\$240.00
X	53	Thermo, Standard, White, Arrows	1	EA	\$78.00	\$78.00

## EVALUATION TABULATION

Invitation to BID - Premium Microsurfacing for Hernando Roads

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## EVALUATION TABULATION

T No. 23-T00029/AP

Premium Microsurfacing for Hernando Roads

Selected	Line Item	Description	Quantity	Unit of Measure	Asphalt Paving Systems, Inc	
					Unit Cost	Total
X	54	Thermo, Standard, White, Yield Line	1	LF	\$14.40	\$14.40
X	55	Thermo, Standard, Yellow, Solid 6"	1	LF	\$1.92	\$1.92
X	56	Thermo, Standard, Yellow, Solid 8"	1	LF	\$2.70	\$2.70
X	57	Thermo, Standard, Yellow, Solid 12"	1	LF	\$4.80	\$4.80
X	58	Thermo, Standard, Yellow, Solid 18"	1	LF	\$6.00	\$6.00
X	59	Thermo, Standard, Yellow, Solid 24"	1	LF	\$7.20	\$7.20
X	60	Thermo, Standard, Yellow, Skip 6"	1	LF	\$2.64	\$2.64
X	61	Thermo, Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	1	LF	\$2.88	\$2.88
Total						\$403.38



## EVALUATION TABULATION

Invitation to BID - Premium Microsurfacing for Hernando Roads

Page 8

## CRACK SEALING BID FORM

## 23-T00029/AP Premium Microsurfacing for Hernando Roads

					Asphalt Paving Systems, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	1	200 - 500	1	GAL	\$33.00	\$33.00
X	2	501 - 1,000+	1	GAL	\$33.00	\$33.00
Total						\$66.00

## MASTIC PATCHING BID FORM

					Asphalt Paving Systems, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	3	200 - 500	1	GAL	\$36.00	\$36.00
X	4	501 - 1,000+	1	GAL	\$36.00	\$36.00
Total						\$72.00

## PREMIUM MICRO-SURFACING (DOUBLE APPLICATION) BID FORM

					Asphalt Paving Systems, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	5	25,000 - 50,000	1	SY	\$6.50	\$6.50
X	6	50,001 - 100,000	1	SY	\$6.50	\$6.50
X	7	100,001 AND OVER	1	SY	\$6.50	\$6.50
X	8	Rut Filling (Leveling)	1	TON	\$285.00	\$285.00
Total						\$304.50

## CONVENTIONAL MICRO-SURFACING (DOUBLE APPLICATION) BID FORM

					Asphalt Paving Systems, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	9	25,000 - 50,000	1	SY	\$5.88	\$5.88
X	10	50,001 - 100,000	1	SY	\$5.88	\$5.88
X	11	100,001 AND OVER	1	SY	\$5.88	\$5.88
X	12	Rut Filling (Leveling)	1	TON	\$260.00	\$260.00
Total						\$277.64

## MOBILIZATION BID FORM

					Asphalt Paving Systems, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	13	Work Order Total \$50,000 - \$100,000	1	LS	\$7,500.00	\$7,500.00
X	14	Work Order Total \$100,001 - \$200,000	1	LS	\$7,500.00	\$7,500.00
X	15	Work Order Total \$200,001 - \$500,000	1	LS	\$7,500.00	\$7,500.00
Total						\$22,500.00

## MAINTENANCE OF TRAFFIC (MOT) BID FORM

					Asphalt Paving Systems, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	16	Standard Index 600 Series MOT for 2-Lane, 2-Way	1	PER DAY	\$2,450.00	\$2,450.00
Total						\$2,450.00

## MISCELLANEOUS ITEMS BID FORM

					Asphalt Paving Systems, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	17	Full Depth Asphalt Patching (3"-4") over 250 SF	1	SF	\$9.40	\$9.40
Total						\$9.40

## STRIPING AND PAVEMENT MARKING REMOVAL BID FORM

					Asphalt Paving Systems, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	18	Removal by Water Blasting (0-250)	1	SF	\$12.00	\$12.00
X	19	Removal by Water Blasting (251-1000)	1	SF	\$7.20	\$7.20
X	20	Removal by Water Blasting (1001-up)	1	SF	\$3.60	\$3.60
X	21	Removal by Grinding (0-250)	1	SF	\$6.00	\$6.00
X	22	Removal by Grinding (251-1001)	1	SF	\$4.80	\$4.80
X	23	Removal by Grinding (1001-up)	1	SF	\$3.60	\$3.60
Total						\$37.20

REFLECTIVE PAVEMENT MARKERS BID FORM

						Asphalt Paving Systems, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure		Unit Cost	Total
X	24	Reflective Pavement Markers (Remove)	1	EA		\$2.40	\$2.40
X	25	Furnish/Install Bi-Directional Yellow Marker (A/A)	1	EA		\$9.60	\$9.60
X	26	Furnish/Install Bi-Directional White/Red or Blue	1	EA		\$9.60	\$9.60
X	27	Furnish/Install Mono-Directional Yellow Marker	1	EA		\$9.60	\$9.60
<b>Total</b>							<b>\$31.20</b>

PAINTED PAVEMENT MARKINGS BID FORM

						Asphalt Paving Systems, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure		Unit Cost	Total
X	28	Standard, White, Solid 6"	1	LF		\$0.96	\$0.96
X	29	Standard, White, Solid 8"	1	LF		\$1.80	\$1.80
X	30	Standard, White, Solid 12"	1	LF		\$4.80	\$4.80
X	31	Standard, White, Solid 18"	1	LF		\$6.00	\$6.00
X	32	Standard, White, Solid 24"	1	LF		\$9.60	\$9.60
X	33	Standard, White Skip 6"	1	LF		\$1.44	\$1.44
X	34	Standard, White, Dotted/Guideline 6-10 Gap, 6"	1	LF		\$1.68	\$1.68
X	35	Standard, White, Message	1	EA		\$120.00	\$120.00
X	36	Standard, White, Arrows	1	EA		\$60.00	\$60.00
X	37	Standard, White, Yield Line	1	LF		\$9.60	\$9.60
X	38	Standard, Yellow, Solid 6"	1	LF		\$96.00	\$96.00
X	39	Standard, Yellow, Solid 8"	1	LF		\$1.20	\$1.20
X	40	Standard, Yellow, Solid 12"	1	LF		\$2.40	\$2.40
X	41	Standard, Yellow, Solid 18"	1	LF		\$6.00	\$6.00
X	42	Standard, Yellow, Solid 24"	1	LF		\$4.80	\$4.80
X	43	Standard, Yellow, Skip 6"	1	LF		\$1.44	\$1.44
X	44	Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	1	LF		\$1.68	\$1.68
<b>Total</b>							<b>\$329.40</b>

THERMOPLASTIC PAVEMENT MARKINGS (711) BID FORM

						Asphalt Paving Systems, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure		Unit Cost	Total
X	45	Thermo, Standard, White, Solid 6"	1	LF		\$1.92	\$1.92
X	46	Thermo, Standard, White, Solid 8"	1	LF		\$3.00	\$3.00
X	47	Thermo, Standard, White, Solid 12"	1	LF		\$7.20	\$7.20
X	48	Thermo, Standard, White, Solid 18"	1	LF		\$10.80	\$10.80
X	49	Thermo, Standard, White, Solid 24"	1	LF		\$14.40	\$14.40
X	50	Thermo, Standard, White Skip 6"	1	LF		\$2.64	\$2.64
X	51	Thermo, Standard, White, Dotted/Guideline 6-10	1	LF		\$2.88	\$2.88
X	52	Thermo, Standard, White, Message	1	EA		\$240.00	\$240.00
X	53	Thermo, Standard, White, Arrows	1	EA		\$78.00	\$78.00
X	54	Thermo, Standard, White, Yield Line	1	LF		\$14.40	\$14.40
X	55	Thermo, Standard, Yellow, Solid 6"	1	LF		\$1.92	\$1.92
X	56	Thermo, Standard, Yellow, Solid 8"	1	LF		\$2.70	\$2.70
X	57	Thermo, Standard, Yellow, Solid 12"	1	LF		\$4.80	\$4.80
X	58	Thermo, Standard, Yellow, Solid 18"	1	LF		\$6.00	\$6.00
X	59	Thermo, Standard, Yellow, Solid 24"	1	LF		\$7.20	\$7.20
X	60	Thermo, Standard, Yellow, Skip 6"	1	LF		\$2.64	\$2.64
X	61	Thermo, Standard, Yellow, Dotted/Guideline 6-10	1	LF		\$2.88	\$2.88
<b>Total</b>							<b>\$403.38</b>

**TOTAL: 26,480.72**





## 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: April 6, 2023

TO: Alisa Pike, Procurement Coordinator

FROM: Troy McCain

SUBJECT: Recommendation for Award Bid No. 23-T00029/AP  
Project Name: Premium Microsurfacing of Hernando Roads

The attached bid received from **ASPHALT PAVING SYSTEM** 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), Policy 140I, 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 on or by 5:00 p.m. on April 4, 2023.

1. Total Contract Bid Price is: \$570,318.00
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.

I have reviewed references that are satisfactory. Contractor has worked in Florida for over 13 years. Pricing is comparable to other agencies.

6. Funding information: Fund 1022 Dept 03241 Acct# 5616305 = Croom Rd = \$221,750
7. Funding information: Fund 1022 Dept 03241 Acct# 5616367 = Endsley = \$ 153,321  
& Dunkirk Rd = \$195,247

Recommendation Approved By: \_\_\_\_\_

Department Director/Manager

Date: 4/12/23

Enclosure



DATE: 3/29/2023

TO: Troy McCain  
Senior Project Manager  
Hernando County Department of Public Works  
Brooksville, FL 34601  
352-754-4062

FROM: Asphalt Paving Systems, Inc.  
Kris Shane -East Coast Florida Rep  
9021 Wire Road  
Zephyrhills, FL 33540  
Ph: 813-480-1865

RE: Project proposal  
Endsley Rd  
Premium Micro Surfacing

Product	Description	Units	Quantity	Unit Price	Total Price
	<b>Hernando County Contract</b>				
5.00	Double Micro Surface	SY	16,734.00	\$ 6.50	\$ 108,771.00
8	Rut Fill (leveling)	Ton	20.00	\$ 285.00	\$ 5,700.00
3	Mastic Patching	Gal	300.00	\$ 36.00	\$ 10,800.00
1	Crack Sealing	Gal	400.00	\$ 33.00	\$ 13,200.00
14.00	Mobilization	LS	1.00	\$ 7,500.00	\$ 7,500.00
16.00	Maintenance of Traffic	Per Day	3.00	\$ 2,450.00	\$ 7,350.00
	**Striping to be done by County's Contractor**				
				Total	\$ 153,321.00

Respectfully Submitted,

*Kristopher D. Shane*  
Asphalt Paving Systems, Inc.  
Zephyrhills, Florida  
c: 813-480-1865  
e: k.shaneaps@gmail.com

Accepted By: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\* Proposal valid for 30 days.



DATE: 3/29/2023

TO: Troy McCain  
Senior Project Manager  
Hernando County Department of Public Works  
Brooksville, FL 34601  
352-754-4062

FROM: Asphalt Paving Systems, Inc.  
Kris Shane -East Coast Florida Rep  
9021 Wire Road  
Zephyrhills, FL 33540  
Ph: 813-480-1865

RE: Project proposal  
Croom Rd  
Premium Micro Surfacing

Product	Description	Units	Quantity	Unit Price	Total Price
	Hernando County Contract				
5.00	Double Micro Surface-Premium	SY	24,300.00	\$ 6.50	\$ 157,950.00
8	Rut Fill (leveling)	Ton	20.00	\$ 285.00	\$ 5,700.00
3	Mastic Patching	Gal	400.00	\$ 36.00	\$ 14,400.00
1	Crack Sealing	Gal	800.00	\$ 33.00	\$ 26,400.00
14.00	Mobilization	LS	1.00	\$ 7,500.00	\$ 7,500.00
16.00	Maintenance of Traffic	Per Day	4.00	\$ 2,450.00	\$ 9,800.00
	**Thermo Removal/ Striping to be done by County's Contractor**				
				Total	\$ 221,750.00

Respectfully Submitted,

*Kristoffer B. Shane*  
Asphalt Paving Systems, Inc.  
Zephyrhills, Florida  
c: 813-480-1865  
e: k.shaneaps@gmail.com

Accepted By: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\* Proposal valid for 30 days.



DATE: 3/29/2023

TO: Troy McCain  
Senior Project Manager  
Hernando County Department of Public Works  
Brooksville, FL 34601  
352-754-4062

FROM: Asphalt Paving Systems, Inc.  
Kris Shane -East Coast Florida Rep  
9021 Wire Road  
Zephyrhills, FL 33540  
Ph: 813-480-1865

RE: Project proposal  
Dunkirk Rd  
Premium Micro Surfacing

Product	Description	Units	Quantity	Unit Price	Total Price
	Hernando County Contract				
5.00	Double Micro Surface	SY	21,538.00	\$ 6.50	\$ 139,997.00
8	Rut Fill (leveling)	Ton	20.00	\$ 285.00	\$ 5,700.00
3	Mastic Patching	Gal	300.00	\$ 36.00	\$ 10,800.00
1	Crack Sealing	Gal	650.00	\$ 33.00	\$ 21,450.00
14.00	Mobilization	LS	1.00	\$ 7,500.00	\$ 7,500.00
16.00	Maintenance of Traffic	Per Day	4.00	\$ 2,450.00	\$ 9,800.00
	**Thermo Removal/ Striping to be done by County's Contractor**				
				Total	\$ 195,247.00

Respectfully Submitted,

*Kristoffer D. Shane*

Asphalt Paving Systems, Inc.  
Zephyrhills, Florida  
c: 813-480-1865  
e: k.shaneaps@gmail.com

Accepted By: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\* Proposal valid for 30 days.

Project Street list

ITEM	STREET NAME	FROM	TO	LENGTH	WIDTH	TOTAL UNITS	COMMENTS
	Dunkirk Rd	Montague Ave	Waterfall Dr	2,900	20.0	6,444.44	mastic- 10463, Bayshore Dr
				4,180	24.0	11,146.67	
				1,480	24.0	3,946.67	
				8,560.00		21,538	


0.00

0.00



Asphalt Paving Systems, Inc.  
 Kris Shane - East Coast Florida Rep  
 Zephyrhills, FL 33540  
 Ph: 813-480-1865

## Project Street list

ITEM	STREET NAME	FROM	TO	LENGTH	WIDTH	TOTAL UNITS	UNIT PRICE	Total
								



Asphalt Paving Systems, Inc.  
 Kris Shane - East Coast Florida Rep  
 Zephyrhills, FL 33540  
 Ph: 813-892-0056



## SOLICITATION - OFFER - AWARD


SOLICITATION NO: <b>23-T00029/AP</b>	SOLICITATION TITLE: <b>PREMIUM MICROSURFACING FOR HERNANDO COUNTY</b>	DATE ISSUED: <b>FEBRUARY 1, 2023</b>	CONTRACT NO: <b>23-T00029/AP</b>
ISSUED BY: <b>BOARD OF COUNTY COMMISSIONERS HERNANDO COUNTY, FLORIDA</b> John Allocco, Chairman Elizabeth Narverud, Vice Chairman Steve Champion, Second Vice Chairman Jerry Campbell Brian Hawkins		SUBMIT BID OFFER TO: <b>HERNANDO COUNTY PURCHASING AND CONTRACTS 15470 FLIGHT PATH DRIVE BROOKSVILLE, FL 34604</b> 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: <a href="http://secure.procurenow.com/portal/hernandocounty">http://secure.procurenow.com/portal/hernandocounty</a> , ON <b>MARCH 8, 2023</b> . NO BID OFFERS WILL BE ACCEPTED AFTER THE ABOVE STIPULATED DATE AND TIME. THIS IS AN ADVERTISED SOLICITATION AND THE RESPONDING BIDDERS WILL BE PUBLICLY READ IN THE PURCHASING AND CONTRACTS CONFERENCE ROOM AT <b>3:00 P.M. ON MARCH 8, 2023</b> . 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 PREMIUM MICROSURFACING FOR HERNANDO COUNTY, as described in the specifications and construction plans showing the proposed improvements in Hernando County, Florida.  (SEE ATTACHED SPECIFICATIONS)	X	XXXXX	XXXXXXXXXX	\$ <b>26,480.72</b>

### OFFER

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

IN COMPLIANCE WITH THE ABOVE, THE UNDERSIGNED, BEING DULY AUTHORIZED TO SIGN THIS BID FOR THE BIDDER, AGREES THAT IF THIS OFFER IS ACCEPTED WITHIN <b>ONE HUNDRED TWENTY (120) DAYS</b> FROM THE BID OPENING DATE, TO FURNISH TO HERNANDO COUNTY ANY AND ALL ITEMS FOR WHICH PRICES ARE OFFERED IN THIS BID SOLICITATION AT THE PRICE(S) SO OFFERED, DELIVERED AT DESIGNATED POINT(S), WITHIN THE TIME PERIOD SPECIFIED, AND AT THE TERMS AND CONDITIONS SO STIPULATED IN THE SOLICITATION FOR BIDS.		
DISCOUNT FOR PROMPT PAYMENT: _____ % 10 CALENDAR DAYS _____ % 20 CALENDAR DAYS _____ % _____ CALENDAR DAYS		
BIDDER'S INFORMATION <b>Asphalt Paving Systems, Inc.</b> Company Name <b>9021 Wire Road</b> Address <b>Zephyrhills, FL 33540</b> City <b>813-788-0010</b> State <b>813-788-0020</b> Zip Code <b>Flestimating@asphaltpavingystems.com</b> Phone Number _____ Fax Number _____ Email Address _____	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN BID OFFER: BIDDER'S SIGNATURE <b>Robert Capoferri, President</b> <div style="text-align: center;"></div> OFFER DATE <b>3/8/2023</b>	

### AWARD

(TO BE COMPLETED BY COUNTY)

REVIEWED FOR LEGAL SUFFICIENCY 1/05/2023	LR NO.: 2022-673	BY: VICTORIA ANDERSON
ACCEPTED AS TO ITEM(S) NO:	AMOUNT:	ACCOUNTING CODE:
SUBMIT INVOICES TO: <b>Hernando County Department of Public Works 1525 East Jefferson Street Brooksville, FL 34601</b>	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ACCEPTANCE AND AWARD FOR THE COUNTY:  <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;">SIGNATURE:</div> <div style="width: 35%;">AWARD DATE:</div> </div>	

## 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-T00029/AP

FOR

Premium Microsurfacing for Hernando Roads

Hernando County Board of County Commissioners is soliciting Vendors/Contractors to supply and apply Premium Microsurfacing on Hernando County roads.

Offers for furnishing the above will be received and accepted up to 3:00 p.m. (local time), Wednesday, March 8, 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 Procurement Department at [www.hernandocounty.us](http://www.hernandocounty.us), or by submitting a question via the Q&A Tab in the County's [eProcurement Portal](#).

A **MANDATORY** Pre-Bid Conference will be held Monday, February 13, 2023, at 10:00 am, at the Hernando County Department of Public Works, 1525 East Jefferson Street, Brooksville, FL 34601. Representatives of Owner will be present to discuss the project. Bidders are required to attend and participate in the conference. **THIS CONFERENCE WILL BE HELD ONLY ONCE AND FAILURE TO ATTEND AND SIGN IN SHALL DISQUALIFY ANY BIDDER NOT ATTENDING FROM SUBMITTING A BID. ATTENDEES MUST BE PRESENT AT THE START OF THE PRE-BID CONFERENCE. ARRIVAL AFTER THE START OF THE PRE-BID CONFERENCE SHALL BE CAUSE FOR DISQUALIFICATION.**

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

***Pursuant to Florida Statutes 119.071 (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**

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

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

To ensure that your bid is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Alisa Pike Procurement Coordinator, Procurement Department, via the County's [eProcurement Portal](#) Question and Answer tab.

## 7. SOLICITATION INSTRUCTIONS

### 7.1. DEFINITION OF TERMS

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

- A. **BIDDER:** The term “Bidder” used herein refers to the dealer/manufacturer or business organization submitting a bid to the County in response to this solicitation.
- B. **CONTRACT:** The agreement executed by the Owner and Vendor/Contractor for the performance of work and the other documents (plans, specifications, notice to bidders, proposal, surety bonds, addenda, and other documents) whether attached thereto or not.
- C. **COUNTY:** The Board of County Commissioners, Hernando County, or its duly authorized representative.
- D. **MODIFICATION/AMENDMENT/CHANGE ORDER:** Shall mean the written order to the Vendor/Contractor signed by the Vendor/Contractor and County authorizing an addition, deletion, or revision in the goods, services and/or work to be provided under the contract documents or an adjustment in the contract price issued after contract award.
- 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, Procurement Department via the County’s Q&A Tab via the eProcurement Portal.

### 7.3. PREPARATION OF BID

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

- A. Interested firms are to submit responses via the County’s [eProcurement Portal](#). All bid sheets including this form must be executed and uploaded as indicated. All bids are subject to the conditions specified herein. Those which do not comply with these conditions may be declared non-responsive and subject to rejection.
  - 1. **To submit bids:** Via Hernando County’s [eProcurement Portal](#) BID NUMBER 23-T00029/AP
- B. The responsibility for delivering the bid to the County on or before the stated time and date will be solely and strictly the responsibility of the Bidder. The County will be in no way responsible for delays caused by wi-fi connection or speed, power outage or any other occurrence.

- C. Bids must be submitted electronically, via the County's [eProcurement Portal](#). Any required forms supplied by the Owner and included with these Bid Documents shall be uploaded through said portal. Each bidder shall copy the Bid Form and complete the pricing schedule provided.
- D. Bids must be completed through the pricing table provided. No changes or corrections will be allowed after bid opening.
- E. Bidders are expected to make all investigations necessary to thoroughly inform themselves regarding all drawings, specifications, delivery requirements, performance requirements, site locations and all solicitation instructions to satisfy themselves of conditions affecting submission of their bid and the terms and cost of performing the contract. No pleas of ignorance by the Bidder of conditions that exist or may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis of varying the requirements of the County or the compensation of the Bidder. Bidder agrees that submittal of a bid for the work is prima facie evidence they have conducted such examinations.
- F. No material, labor, or facilities will be furnished by the County unless specifically stated.

#### **7.4. [BID OPENING:](#)**

Bids that are not received in a timely manner by this specific office will not be accepted. Bids will be opened immediately after this date and time and will remain binding upon the Bidder for a period of ninety (90) days thereafter. Pursuant to Florida Statutes 119.071 (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 Procurement Department. **Any attempt to communicate with any County representative outside the Procurement 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 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) year effective from Upon award.
- 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. The number of days within which, or the dates by which, the work is to be substantially completed and ready for final payment are set forth in the agreement.

### 8.2. BID PRICE/SUBMITTAL REQUIREMENTS:

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

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

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

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

### 8.3. QUALIFICATION OF BIDDERS:

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

### 8.4. BID EVALUATION AND AWARD:

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

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

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

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

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

#### 8.7. LOCAL PREFERENCE:

- A. Purpose and Findings: These provisions apply to purchases using Formal Bids, Request for Proposals or Quotes. The County annually spends significant dollars on purchasing personal property, materials, and services, and in constructing improvements to real property or existing structures. The dollars used in making those purchases are derived, in large part, from taxes, fees and utility revenues paid by businesses located within Hernando County, and the County Commission has determined that funds generated in the community should, to the extent possible, be placed back into the local economy. Therefore, the County Commission has determined that it is in the best interest of the County to give a preference to local businesses in making such purchases whenever the application of such a preference is reasonable in light of the dollar-value of bids and quotes received in relation to such expenditures.
- B. Application:
  - 1. In bidding for or letting contracts for procurement of supplies, materials, equipment, and services, as described in the purchasing policies of the County, the Board of County Commissioners may give a preference to local businesses in making purchases or awarding contracts in an amount not to exceed:
    - 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 \$35,000.00, or

- b. Three percent (3%) if the cost differential does not exceed \$1,000.00 for procurement activities in amounts more than \$10,000.00, but less than \$35,000.00.
  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 Purchasing Policy.
4. Purchases that are funded in whole or in part by assistance from any Federal, State, or local agency where the program guidelines do not permit local preference.
5. Purchases with an estimated cost of less than \$10,000.00 or less.
6. Appeal: If an application for a “local vendor/contractor” designation is denied, the applicant may appeal such decision to the County Administrator for review and further consideration.

#### 8.8. HOURS:

Work may be performed between the hours of 6:00 AM to 6:00 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.

#### 8.9. WARRANTIES:

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

#### 8.10. DELIVERY AND ACCEPTANCE:

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

- C. Unless otherwise specified, services shall be performed as described in these contract documents.
- D. Vendor/Contractor(s) shall not commence work prior to the County's receipt and acceptance of the certification of insurance, and any other required documents/certificates as specified by these contract documents.

#### **8.11. REJECTION OF BID:**

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

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

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

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

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

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

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

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



liable for any damage to the County resulting from the Vendor/Contractor's default of the contract. This liability includes any increased costs incurred by the County in completing contract performance.

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

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

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

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

#### **8.17. LICENSES AND PERMITS:**

Prior to furnishing the requested product(s) or service(s), it shall be the responsibility of the awarded Vendor/Contractor to obtain, at no additional cost to Hernando County, any and all licenses and permits required to complete this contractual service. These licenses and permits shall be readily available for review by the Chief Procurement Officer or their designee.

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

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

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

Without invalidating the contract, the County may, at any time or from time to time, through its Chief Procurement Officer or designee, order additions, deletions, or revisions in the work, the same being authorized by change order or contract modification/amendment. The cumulative total of change orders and/or modifications/amendments to this contract under \$35,000.00 (cap) will be approved by the Chief Procurement Officer or its designee. Once the \$35,000.00 cap is reached, all other additions, or revisions to this contract that exceed the "cap" are subject to approval by the Hernando County Board of County Commissioners through Board agenda item. Only upon receipt of a change order, or modification/amendment executed by the Vendor/Contractor and County (subject to approval by the Chief Procurement Officer and/or Board of County Commissioners – as applicable) shall the

Vendor/Contractor be authorized to proceed with the work involved. All such work shall be executed under the applicable terms and conditions contained in the contract documents. In addition:

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

#### 8.20. TAXES:

- A. The Board of County Commissioners, Hernando County, Florida, has the following Tax Exemption Certificates assigned:
  - 1. **Florida Sales and Use Tax Exemption Certificate No. 85-8012556945C-8, effective 1/31/2019 – 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).

#### 8.21. 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, 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.

#### 8.22. TERMINATION:

- A. Termination for Default:
  - 1. The County may, by written notice to the Vendor/Contractor, terminate this contract for default in whole or in part (delivery orders, if applicable) if the Vendor/Contractor fails to:

- a. Provide products or services that comply with the specifications herein or fails to meet the County's performance standards.
  - b. Deliver the supplies or to perform the services within the time specified in this contract or any extension.
  - c. Make progress so as to endanger performance of this contract.
  - d. Perform any of the other provisions of this contract.
2. Prior to termination for default, the County will provide adequate written notice to the Vendor/Contractor through the Chief Procurement Officer, Procurement Department, affording them the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action and possible debarment. Such termination may also result in suspension or debarment of the Vendor/Contractor for a period of twelve (12) to twenty-four (24) months depending upon the severity of the Vendor/Contractor's action that caused the default in accordance with the County's Procurement Ordinance. The Vendor/Contractor and its sureties (if any) shall be liable for any damage to the County resulting from the Vendor/Contractor's default of the contract. This liability includes any increased costs incurred by the County in completing contract performance.
3. In the event of termination by the County for any cause, the Vendor/Contractor will have, in no event, any claim against the County for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the County the Vendor/Contractor shall:
  - a. Stop work on the date and to the extent specified.
  - b. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
  - c. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the County.
  - d. Continue and complete all parts of that work that have not been terminated.
4. If the Vendor/Contractor's failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Vendor/Contractor, the contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.
- B. Termination for Convenience: The County, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the County

shall be liable only for goods or services delivered and accepted. The County Notice of Termination may provide the Vendor/Contractor ninety (90) days prior notice before it becomes effective. A termination for convenience may apply to individual delivery orders, purchase orders or to the contract in its entirety.

#### **8.23. FISCAL NON-FUNDING**

In the event sufficient budgeted funds are not available for a new fiscal period, the County must notify the Vendor/Contractor of such occurrence and the contract shall terminate on the last day of current fiscal period without penalty or expense to the County.

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

- A. At the option of the Vendor/Contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.
- B. Each governmental agency allowed by the Vendor/Contractor to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received, and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

#### **8.25. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:**

By submission of this bid, the Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that in connection with this procurement:

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

#### **8.26. INTERIM EXTENSION OF PERFORMANCE:**

If it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract for a maximum period of up to six (6) months. Current pricing, delivery and all other terms and conditions of the contract shall apply during this interim period.

### **8.27. COMPETENCY OF BIDDERS:**

The County reserves the right to make such investigations as they may deem necessary to establish the competency and financial ability of any Bidder to perform the work; and if after investigation, the evidence of their competency or financial ability is not satisfactory, the County reserves the right to reject their bid.

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

The Vendor/Contractor will keep adequate records and supporting documents applicable to this contract. Said records and documentation will be retained by the Vendor/Contractor for a minimum of five (5) years from the date of final payment on this contract. The County and its authorized agents shall have the right to audit, inspect and copy records and documentation as often as the County deems necessary during the period of this contract and a period of five (5) years after completion of contract performance; provided however, such activity shall be conducted only during normal business hours. The County during the period of time defined by the preceding sentence, shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the Vendor/Contractor as concerns the aforesaid records and documentation. Pursuant to Section 119.0701 (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 Department of Public Works, 1525 East Jefferson Street, Brooksville, FL 34601
- 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.

#### 8.30. CONFLICT OF INTEREST:

- A. Conflict of Interest of Officers or Employees of the Contracting Entity/Local Jurisdiction, Members of the Local Governing Body, or Other Elected Officials: No member or employee of the contracting entity/local jurisdiction or its designees or agents; no member of the governing body; and no other public official of Hernando County who exercises any function or responsibility with respect to this contract, during their tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Vendor/Contractor shall cause to be incorporated in all subcontracts, the language set forth in this paragraph prohibiting conflict of interest.



- B. Employee Conflict of Interest: It shall be unethical for any Hernando County employee to participate directly or indirectly in a procurement contract when Hernando County employee knows that:
1. Hernando County employee or any member of Hernando County employee's immediate family has a financial interest in the procurement contract; or
  2. Any other person, business, or organization with whom Hernando County employee or any member of a Hernando County employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement contract; or
  3. A Hernando County employee or any member of a Hernando County employee's immediate family who holds a financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest.
- C. Former Employee Conflict of Interest: It shall be a violation for any person, business or organization contracting with County to employ in any capacity, any former County employee or member of County employee's immediate family within one (1) year of that employee's separation from employment with the County, unless the employer or the former County employee files with the County Clerk, the County's Employment Disclosure Statement. The penalty for this violation may include disqualification of the bid submission.

#### 8.31. GRATUITIES AND KICKBACKS:

- A. Gratuities: It shall be unethical for any person to offer, give, or agree to give any Hernando County employee or former Hernando County employee, or for any Hernando County employee or former Hernando County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, or to influence the content of any specification or procurement standard, or to act in an render advisory, investigative or auditing capacity. The County in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or sub-contract, or to any solicitation or proposal, therefore.
- B. Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Vendor/Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

### 8.32. E-VERIFY:

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

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

### **8.33. SCRUTINIZED COMPANIES PURSUANT TO FLORIDA STATUTE 287.135 AND 215.473 (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 agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Vendor/Contractor enter into such an agreement on a pre-loss basis.
5. AUTOMOBILE LIABILITY: Comprehensive automobile and truck liability covering any auto, all owned autos, scheduled autos, hired autos, and non-owned autos. Coverage shall be on an "occurrence" basis. Such insurance to include coverage for loading and unloading hazards. Coverage as follows:
  - a. COMBINED SINGLE LIMIT (CSL)..... \$1,000,000.00 or:
    - i. BODILY INJURY (Per Person)..... \$1,000,000.00
    - ii. BODILY INJURY (Per Accident)..... \$1,000,000.00
    - iii. PROPERTY DAMAGE.....\$1,000,000.00
6. PROFESSIONAL LIABILITY (if applicable it will be noted below separately):
7. BUILDERS RISK INSURANCE (if applicable it will be noted below separately):
8. CRIME PREVENTION – BOND (if applicable it will be noted below separately):
9. EXCESS/UMBRELLA LIABILITY (if applicable it will be noted below separately):
10. POLLUTION LIABILITY (if applicable it will be noted below separately):
11. SUBCONTRACTORS (if applicable): All subcontractors hired by said Contractor are required to provide Hernando County Board of County Commissioners a Certificate of Insurance with the same limits required by the County as required by the Contract. All subcontractors are required to name Hernando County Board of County Commissioners as additional insured and provide a Waiver of Subrogation in regards to General Liability.
12. RIGHT TO REVISE OR REJECT: County reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, County reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operating legally.



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

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

#### 8.35. MINIMUM WAGE RATES:

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

#### 8.36. SAFETY PRECAUTIONS:

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

#### 8.37. RESPONSIVE/RESPONSIBLE:

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

### 8.38. CONE OF SILENCE

This solicitation falls under the Hernando County Procurement Ordinance 93-16 (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 Procurement Department and shall be made available to the public upon request. A violation of the cone of silence renders any award voidable at the sole discretion of the Chief Procurement Officer with approval from the Board of County Commissioners and may subject the potential Vendor/Contractor or representative to debarment. Nothing in the Ordinance prevents a Vendor/Contractor or representative from taking part in a public meeting concerning the solicitation.

- A. All Vendors/Contractors or representatives are hereby placed on formal notice. A lobbying cone of silence period shall commence upon issuance of the solicitation until the Board selects the successful Bidder. For procurements that do not require Board approval, the cone of silence period commences upon solicitation issuance and concludes upon contract award.
- B. Neither the members of the Board of County Commissioners nor candidates for County Commission, nor any employees from the Hernando County Government, Hernando County staff members, nor any members of the evaluation team are to be lobbied, either individually or collectively, concerning this project. Vendors/Contractors or representatives who intend to submit bids, or have submitted bids, for this project are hereby placed on formal notice that they are not to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County. Any such lobbying activities may cause immediate disqualification from this project.

### 8.39. CLAIMS

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

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

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

#### **8.40. DISPUTE RESOLUTION:**

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

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

## 9. SCOPE OF WORK

### SCOPE AND SPECIFICATIONS

#### 9.1. SCOPE OF WORK:

The Vendor/Contractor will supply all materials, labor, and equipment to supply and apply Premium Microsurfacing on Hernando County roads, as described in the specifications and construction plans showing the proposed improvements **(if applicable)** in Hernando County, Florida.

#### 9.2. LOCATION OF THE WORK:

The work to be performed in this contract will be performed at various roadways in Hernando County, in Hernando County, Florida.

#### 9.3. TECHNICAL SPECIFICATIONS:

See attachments for technical specifications

#### 9.4. Premium Microsurfacing

Hernando County is looking for a Vendor/Contractor to provide and install micro surfacing pavement with the type of mixture as described in the technical specifications attached. Micro surfacing is a mixture of polymer-modified emulsified asphalt, mineral aggregate, mineral filler, water, and other additives, properly proportioned, mixed and spread on a paved surface.

The mix shall be capable of being spread in variable thickness cross-sections (wedges, ruts, scratch courses and surfaces) which, after curing and initial traffic consolidation, resists compaction throughout the entire design tolerance range of asphalt binder content and variable thickness to be encountered. The end product shall maintain a skid-resistant surface in variable thick sections throughout the service life of the micro surfacing.

#### 9.5. TRAFFIC CONTROL

- A. The Vendor/Contractor shall be responsible for installing, operating, and maintaining all traffic control associated with the project, including detours, advance warnings, channelization, or other features, both at the immediate work site and at outlying points as detailed on the construction plans or as referenced by the FDOT indexes.
- B. Vendor/Contractor shall prepare a detailed traffic control plan designed to accomplish the level of performance outlined in the scope of work, and incorporating the methods and criteria contained in the Manual on Uniform Traffic Control Devices published by the U.S. Department of Transportation and adopted as amended by the FDOT.
- C. The County may inspect and monitor the traffic control scheme and devices of the Vendor/Contractor and shall, through the Project Manager or County's Designated Inspector



assigned to the project, make known his requirements for any alterations and adjustments to the control plan or devices.

## **10. TECHNICAL SPECIFICATIONS**

TECHNICAL SPECIFICATIONS: See Attachments

## 11. PRICING PROPOSAL

### ITB NO.23-T00029/AP. - Premium Microsurfacing for Hernando Roads

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.

#### CRACK SEALING BID FORM

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	200 - 500	1	GAL		
2	501 - 1,000+	1	GAL		
<b>TOTAL</b>					

#### MASTIC PATCHING BID FORM

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
3	200 - 500	1	GAL		
4	501 - 1,000+	1	GAL		
<b>TOTAL</b>					

#### PREMIUM MICRO-SURFACING (DOUBLE APPLICATION) BID FORM

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
5	25,000 - 50,000	1	SY		
6	50,001 - 100,000	1	SY		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
7	100,001 AND OVER	1	SY		
8	Rut Filling (Leveling)	1	TON		
<b>TOTAL</b>					

**CONVENTIONAL MICRO-SURFACING (DOUBLE APPLICATION) BID FORM**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
9	25,000 - 50,000	1	SY		
10	10,001 - 100,000	1	SY		
11	100,001 AND OVER	1	SY		
12	Rut Filling (Leveling)	1	TON		
<b>TOTAL</b>					

**MOBILIZATION BID FORM**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
13	Work Order Total \$50,000 - \$100,000	1	LS		
14	Work Order Total \$100,001 - \$200,000	1	LS		
15	Work Order Total \$200,001 - \$500,000	1	LS		
<b>TOTAL</b>					

**MAINTENANCE OF TRAFFIC (MOT) BID FORM**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
16	Standard Index 600 Series MOT for 2-Lane, 2-Way Closure	1	PER DAY		
<b>TOTAL</b>					

#### MISCELLANEOUS ITEMS BID FORM

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
17	Full Depth Asphalt Patching (3"-4") over 250 SF	1	SF		
<b>TOTAL</b>					

#### STRIPING AND PAVEMENT MARKING REMOVAL BID FORM

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
18	Removal by Water Blasting (0-250)	1	SF		
19	Removal by Water Blasting (251-1000)	1	SF		
20	Removal by Water Blasting (1001-up)	1	SF		
21	Removal by Grinding (0-250)	1	SF		
22	Removal by Grinding (251-1001)	1	SF		
23	Removal by Grinding (1001-up)	1	SF		
<b>TOTAL</b>					

#### REFLECTIVE PAVEMENT MARKERS BID FORM

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
24	Reflective Pavement Markers (Remove)	1	EA		
25	Furnish/Install Bi-Directional Yellow Marker (A/A)	1	EA		
26	Furnish/Install Bi-Directional White/Red or Blue Marker (C/R)	1	EA		
27	Furnish/Install Mono-Directional Yellow Marker (M/A)	1	EA		
<b>TOTAL</b>					

**PAINTED PAVEMENT MARKINGS BID FORM**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
28	Standard, White, Solid 6"	1	LF		
29	Standard, White, Solid 8"	1	LF		
30	Standard, White, Solid 12"	1	LF		
31	Standard, White, Solid 18"	1	LF		
32	Standard, White, Solid 24"	1	LF		
33	Standard, White Skip 6"	1	LF		
34	Standard, White, Dotted/Guideline 6-10 Gap, 6"	1	LF		
35	Standard, White, Message	1	EA		
36	Standard, White, Arrows	1	EA		
37	Standard, White, Yield Line	1	LF		
38	Standard, Yellow, Solid 6"	1	LF		



Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
39	Standard, Yellow, Solid 8"	1	LF		
40	Standard, Yellow, Solid 12"	1	LF		
41	Standard, Yellow, Solid 18"	1	LF		
42	Standard, Yellow, Solid 24"	1	LF		
43	Standard, Yellow, Skip 6"	1	LF		
44	Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	1	LF		
<b>TOTAL</b>					

**THERMOPLASTIC PAVEMENT MARKINGS (711) BID FORM**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
45	Thermo, Standard, White, Solid 6"	1	LF		
46	Thermo, Standard, White, Solid 8"	1	LF		
47	Thermo, Standard, White, Solid 12"	1	LF		
48	Thermo, Standard, White, Solid 18"	1	LF		
49	Thermo, Standard, White, Solid 24"	1	LF		
50	Thermo, Standard, White Skip 6"	1	LF		
51	Thermo, Standard, White, Dotted/Guideline 6-10 Gap, 6"	1	LF		
52	Thermo, Standard, White, Message	1	EA		
53	Thermo, Standard, White, Arrows	1	EA		
54	Thermo, Standard, White, Yield Line	1	LF		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
55	Thermo, Standard, Yellow, Solid 6"	1	LF		
56	Thermo, Standard, Yellow, Solid 8"	1	LF		
57	Thermo, Standard, Yellow, Solid 12"	1	LF		
58	Thermo, Standard, Yellow, Solid 18"	1	LF		
59	Thermo, Standard, Yellow, Solid 24"	1	LF		
60	Thermo, Standard, Yellow, Skip 6"	1	LF		
61	Thermo, Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	1	LF		
<b>TOTAL</b>					

## 12. VENDOR QUESTIONNAIRE

### 12.1. 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

### 12.2. 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, created pursuant to s. 215.4725 F.S. (Current Edition), or companies that are engaged in a boycott of Israel or companies engaged in business operations in Cuba or Syria.

As the person authorized to 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

### 12.3. [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

### 12.4. [VENDOR/CONTRACTOR SURVEY \(OTHER\)](#)

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

### 12.5. [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

### 12.6. [Equipment and Facilities list \\*](#)

Please provide a List of equipment and facilities available to do work.

\*Response required

### 12.7. [Personnel List \\*](#)

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

\*Response required

### 12.8. [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

### 12.9. 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

## 12.10. 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

## 12.11. Sworn Statement

### *12.11.1. 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

*12.11.2. 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**

### 12.12. Authorized Signatures/Negotiators

Authorized Signatures/Negotiators

#### *12.12.1. 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

#### *12.12.2. Type of Organization \**

Select your organization's type below

☐ Sole Proprietorship

☐ Joint Venture

☐ Corporation

☐ Partnership

\*Response required

#### *12.12.3. Company ID\**

Please Provide Your:

State of Incorporation and

Federal I.D. NO.

\*Response required

**12.12.4. W-9 Form \***

Please attach your completed W-9 Form

\*Response required

**12.12.5. 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

**12.13. LOCAL VENDOR AFFIDAVIT OF ELIGIBILITY**

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

**12.13.1. Local Vendor Affidavit - 12 Month Minimum**

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

☐ Please confirm

**12.13.2. Proof of Real Property Tax**

Please upload your proof of Real Property Tax

**12.13.3. Copy of Florida Division of Corporations Annual Report**

Please upload a copy of your Florida Division of Corporations Annual Report

**12.13.4. 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

**12.14. QUALIFICATION SUBMITTAL REQUIREMENTS**

**12.14.1. 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

#### **12.14.2. EQUIPMENT LISTING \***

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

Please provide a listing of the equipment an whether or not if it's company-owned.

Example:

Description of Equipment -- Company Owned

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

\*Response required

#### **12.15. HERNANDO COUNTY EMPLOYMENT DISCLOSURE CERTIFICATION STATEMENT**

**12.15.1. *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

**12.15.2. *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

*12.15.3. Relatives and Former Hernando County Employees - Roles and Signatures*

Please download the below documents, complete, and upload.

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

*12.15.4. Solicitation-Offer-Award*

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

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





County of Hernando  
Procurement Department  
Toni Brady, Chief Procurement Officer  
15470 Flight Path Drive, Brooksville, FL 34604

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**PROPOSAL DOCUMENT REPORT**

T No. 23-T00029/AP

Premium Microsurfacing for Hernando Roads

RESPONSE DEADLINE: March 8, 2023 at 3:00 pm

Report Generated: Friday, April 14, 2023

**Asphalt Paving Systems, Inc Proposal**

**CONTACT INFORMATION**

**Company:**

Asphalt Paving Systems, Inc

**Email:**

ponderosamark@hotmail.com

**Contact:**

Mark Rohrbach

**Address:**

9021 Wire Road  
Zephyrhills, FL 33540

**Phone:**

N/A

**Website:**

N/A

**Submission Date:**

Mar 8, 2023 9:49 AM

**ADDENDA CONFIRMATION**

*No addenda issued*

**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

Asphalt Paving Systems, Inc. / 22-3787755 / Robert Capoferri, President / 9021 Wire Road Zephyrhills FL 33540 / 813-788-0010 / flestimating@asphaltpavingsystems.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, created pursuant to s. 215.4725 F.S. (Current Edition), or companies that are engaged in a boycott of Israel or companies engaged in business operations in Cuba or Syria.

As the person authorized to 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

### 4. VENDOR/CONTRACTOR SURVEY (OTHER)

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

No response submitted

### 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.

See attached

### 7. Personnel List \*

*Pass*

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

See attached

### 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)

Robert Capoferri, President 813-788-0010

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.

New Jersey 22-3787755

W-9 FORM \*

*Pass*

Please attach your completed W-9 Form

Signed-\_W9\_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.

**13. LOCAL VENDOR AFFIDAVIT OF ELIGIBILITY**

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

LOCAL VENDOR AFFIDAVIT - 12 MONTH MINIMUM

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

Not confirmed

PROOF OF REAL PROPERTY TAX

Please upload your proof of Real Property Tax

No response submitted

COPY OF FLORIDA DIVISION OF CORPORATIONS ANNUAL REPORT

Please upload a copy of your Florida Division of Corporations Annual Report

No response submitted

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

#### 14. 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.

See attached

#### EQUIPMENT LISTING \*

*Pass*

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.

Please provide a listing of the equipment an whether or not if it's company-owned.

Example:

#### Description of Equipment -- Company Owned

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

See attached

### 15. 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

Please download the below documents, complete, and upload.

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

No response submitted

#### SOLICITATION-OFFER-AWARD

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

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

Solicitation-Offer-Award.pdfReferences\_&\_Equipment\_List.pdf

### PRICE TABLES

#### CRACK SEALING BID FORM

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	200 - 500	1	GAL	\$33.00	\$33.00
2	501 - 1,000+	1	GAL	\$33.00	\$33.00
<b>TOTAL</b>					<b>\$66.00</b>

#### MASTIC PATCHING BID FORM

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
3	200 - 500	1	GAL	\$36.00	\$36.00
4	501 - 1,000+	1	GAL	\$36.00	\$36.00
<b>TOTAL</b>					<b>\$72.00</b>

#### PREMIUM MICRO-SURFACING (DOUBLE APPLICATION) BID FORM

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
5	25,000 - 50,000	1	SY	\$6.50	\$6.50
6	50,001 - 100,000	1	SY	\$6.50	\$6.50

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
7	100,001 AND OVER	1	SY	\$6.50	\$6.50
8	Rut Filling (Leveling)	1	TON	\$285.00	\$285.00
<b>TOTAL</b>					<b>\$304.50</b>

**CONVENTIONAL MICRO-SURFACING (DOUBLE APPLICATION) BID FORM**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
9	25,000 - 50,000	1	SY	\$5.88	\$5.88
10	10,001 - 100,000	1	SY	\$5.88	\$5.88
11	100,001 AND OVER	1	SY	\$5.88	\$5.88
12	Rut Filling (Leveling)	1	TON	\$260.00	\$260.00
<b>TOTAL</b>					<b>\$277.64</b>

**MOBILIZATION BID FORM**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
13	Work Order Total \$50,000 - \$100,000	1	LS	\$7,500.00	\$7,500.00
14	Work Order Total \$100,001 - \$200,000	1	LS	\$7,500.00	\$7,500.00
15	Work Order Total \$200,001 - \$500,000	1	LS	\$7,500.00	\$7,500.00
<b>TOTAL</b>					<b>\$22,500.00</b>

**MAINTENANCE OF TRAFFIC (MOT) BID FORM**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
16	Standard Index 600 Series MOT for 2-Lane, 2-Way Closure	1	PER DAY	\$2,450.00	\$2,450.00
<b>TOTAL</b>					<b>\$2,450.00</b>



#### MISCELLANEOUS ITEMS BID FORM

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
17	Full Depth Asphalt Patching (3"-4") over 250 SF	1	SF	\$9.40	\$9.40
<b>TOTAL</b>					<b>\$9.40</b>

#### STRIPING AND PAVEMENT MARKING REMOVAL BID FORM

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
18	Removal by Water Blasting (0-250)	1	SF	\$12.00	\$12.00
19	Removal by Water Blasting (251-1000)	1	SF	\$7.20	\$7.20
20	Removal by Water Blasting (1001-up)	1	SF	\$3.60	\$3.60
21	Removal by Grinding (0-250)	1	SF	\$6.00	\$6.00
22	Removal by Grinding (251-1001)	1	SF	\$4.80	\$4.80
23	Removal by Grinding (1001-up)	1	SF	\$3.60	\$3.60
<b>TOTAL</b>					<b>\$37.20</b>

#### REFLECTIVE PAVEMENT MARKERS BID FORM

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
24	Reflective Pavement Markers (Remove)	1	EA	\$2.40	\$2.40
25	Furnish/Install Bi-Directional Yellow Marker (A/A)	1	EA	\$9.60	\$9.60
26	Furnish/Install Bi-Directional White/Red or Blue Marker (C/R)	1	EA	\$9.60	\$9.60
27	Furnish/Install Mono-Directional Yellow Marker (M/A)	1	EA	\$9.60	\$9.60
<b>TOTAL</b>					<b>\$31.20</b>

#### PAINTED PAVEMENT MARKINGS BID FORM

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
28	Standard, White, Solid 6"	1	LF	\$0.96	\$0.96
29	Standard, White, Solid 8"	1	LF	\$1.80	\$1.80
30	Standard, White, Solid 12"	1	LF	\$4.80	\$4.80
31	Standard, White, Solid 18"	1	LF	\$6.00	\$6.00
32	Standard, White, Solid 24"	1	LF	\$9.60	\$9.60
33	Standard, White Skip 6"	1	LF	\$1.44	\$1.44
34	Standard, White, Dotted/Guideline 6-10 Gap, 6"	1	LF	\$1.68	\$1.68
35	Standard, White, Message	1	EA	\$120.00	\$120.00
36	Standard, White, Arrows	1	EA	\$60.00	\$60.00
37	Standard, White, Yield Line	1	LF	\$9.60	\$9.60
38	Standard, Yellow, Solid 6"	1	LF	\$96.00	\$96.00
39	Standard, Yellow, Solid 8"	1	LF	\$1.20	\$1.20
40	Standard, Yellow, Solid 12"	1	LF	\$2.40	\$2.40
41	Standard, Yellow, Solid 18"	1	LF	\$6.00	\$6.00
42	Standard, Yellow, Solid 24"	1	LF	\$4.80	\$4.80
43	Standard, Yellow, Skip 6"	1	LF	\$1.44	\$1.44
44	Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	1	LF	\$1.68	\$1.68
<b>TOTAL</b>					<b>\$329.40</b>

#### THERMOPLASTIC PAVEMENT MARKINGS (711) BID FORM

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
45	Thermo, Standard, White, Solid 6"	1	LF	\$1.92	\$1.92
46	Thermo, Standard, White, Solid 8"	1	LF	\$3.00	\$3.00
47	Thermo, Standard, White, Solid 12"	1	LF	\$7.20	\$7.20

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
48	Thermo, Standard, White, Solid 18"	1	LF	\$10.80	\$10.80
49	Thermo, Standard, White, Solid 24"	1	LF	\$14.40	\$14.40
50	Thermo, Standard, White Skip 6"	1	LF	\$2.64	\$2.64
51	Thermo, Standard, White, Dotted/Guideline 6-10 Gap, 6"	1	LF	\$2.88	\$2.88
52	Thermo, Standard, White, Message	1	EA	\$240.00	\$240.00
53	Thermo, Standard, White, Arrows	1	EA	\$78.00	\$78.00
54	Thermo, Standard, White, Yield Line	1	LF	\$14.40	\$14.40
55	Thermo, Standard, Yellow, Solid 6"	1	LF	\$1.92	\$1.92
56	Thermo, Standard, Yellow, Solid 8"	1	LF	\$2.70	\$2.70
57	Thermo, Standard, Yellow, Solid 12"	1	LF	\$4.80	\$4.80
58	Thermo, Standard, Yellow, Solid 18"	1	LF	\$6.00	\$6.00
59	Thermo, Standard, Yellow, Solid 24"	1	LF	\$7.20	\$7.20
60	Thermo, Standard, Yellow, Skip 6"	1	LF	\$2.64	\$2.64
61	Thermo, Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	1	LF	\$2.88	\$2.88
<b>TOTAL</b>					<b>\$403.38</b>

## Micro Surfacing & Crack Seal References

2.	Project Name	Annual Micro Surfacing
	Owner	Osceola County
	Contact	Shane King
	Address	1 Courthouse Square
		Kissimmee, FL 34741
	Telephone Number	407-742-7522
	Project Description	CHIP / FOG/MICRO/CAPE SEAL
	Date	2021-2022 \$1,235,468.25
	Email	Shane.King@Osceola.org
3.	Project Name	Annual Resurfacing FY 18-19
	Owner	City of Zephyrhills
	Contact	Shane LeBlanc
	Address	5335 8th Street
		Zephyrhills, FL 33542
	Telephone Number	813-780-0022
	Project Description	MICRO / SP 9.5 / CHIP/CAPE SEAL
	Date	Dec 2021 \$481,581.25
5.	Project Name	2017 Roadway Resurfacing and Striping
	Owner	City of Seminole
	Contact	Jeremy Hockenbury
	Address	9199 113th Street N
		Seminole, FL 33772
	Telephone Number	727-397-6383
	Project Description	MICRO / CRACK SEAL / SP 9.5
	Email	jhockenbury@myseminole.com
7.	Project Name	Annual Pavement Preservation Treatments
	Owner	City of Lakeland
	Contact	Troy McCain
	Address	407 Fairway Drive
		Lakeland, FL 33801
	Telephone Number	863-834-3306
	Project Description	MICRO / CRACK SEAL/CAPE SEAL
	Date & Amount	2021 \$491,928.00
	Email	troy.mccain@lakelandgov.net

- |     |                     |  |
|-----|---------------------|--|
| 8.  | Project Name        | Pavement Alternative Methods (term contract)             |
|     | Owner               | Polk County  |
|     | Contact             | Katia Delgado  |
|     | Address             | 300 Sheffield Road                                       |
|     |                     | Winter Haven, FL 33880                                   |
|     | Telephone Number    | 863-393-4114   |
|     | Project Description | CIR / SP 9.5 / MICRO / CHIP / FDR / CRACK SEAL/CAPE SEAL |
|     | Date & Amount       | January 2023 \$1,045,268.35                              |
|     | Email               | KatiaDelgado@polk-county.net                             |
|     |                     |  |
| 9.  | Project Name        | RFB RD 95-15 Pavement Preservation                       |
|     | Owner               | Okaloosa County  |
|     | Contact             | Bryan Moore  |
|     | Address             | 302 N. Wilson Street, Suite 203                          |
|     |                     | Crestview, FL 32526                                      |
|     | Telephone Number    | 850-689-5772   |
|     | Project Description | CHIP / MICRO / CRACK SEAL                                |
|     | Date                | Apr-19   |
|     | Email               | bmoore@co.okaloosa.fl.us                                 |
|     |                     |  |
| 10. | Project Name        | Yearly Road Building Services                            |
|     | Owner               | Manatee County   |
|     | Contact             | Philip Catalano  |
|     | Address             | 1026 26th Avenue E                                       |
|     |                     | Bradenton, FL 34208                                      |
|     | Telephone Number    | 941-708-7450   |
|     | Project Description | Micro-surfacing/ Chip Seal                               |
|     | Date & Amount       | 2020-2023 \$772,368.23                                   |
|     | Email               | phil.catalano@mymanatee.org                              |
|     |                     |  |
| 11  | Project Name        | Asphalt Pavement Preservation                            |
|     | Owner               | City of Jacksonville                                     |
|     | Contact             | Janet Duffy  |
|     | Address             | 6455 Powers Ave  |
|     |                     | Jacksonville, FL 32217                                   |
|     | Telephone Number    | 904-733-1478   |
|     | Project Description | Micro-surfacing  |
|     | Date                | FY 2021 \$2,000,000.00                                   |
|     | Email               | jduffy@eismanrusso.com                                   |

12	Project Name	Pavement Preservation
	Owner	City of Tallahassee
	Contact	Art Sivilla
	Address	300 S. Adams St
		Tallahassee, FL 32301
	Telephone Number	850-570-7758
	Project Description	Micro-surfacing / Chip Seal / Cape Seal
	Date & Amount	10/22/2019 \$502,604.34
	Email	arturo.sivilla@talgov.com
14	Project Name	RFQ 17619, 2: Neighborhood Resurfacing and Pavement Treatment
	Owner	Hillsborough County BOCC
	Contact	
	Address	601 E. Kennedy Blvd, 22nd Floor
		Tampa, FL 33602
	Telephone Number	813-307-1868
	Project Description	MICRO/CHIP SEAL/CAPE SEAL
	Date & Amount	2019





**9021 Wire Rd • Zephyrhills, FL 33**  
**Phone (813) 788-0010 • Fax (813) 7**

### Equipment List

<u>Quantity</u>	<u>Make</u>	<u>Year</u>	<u>Model</u>	<u>Description</u>
9	Bergkamp	2017-2018	M-310	Paver
8	Bergkamp	2017	M-1	Mobil Mix Paver
6	Bergkamp	2018	M-1	Mobil Mix Paver
3	Bergkamp	2018	M-1	Mobil Mix Paver
4	Bergkamp	2020	M-1	Paver
4	Bergkamp	2004	L-9000	Mobile Support
12	(13 CY)	2010	L-9000	Trucks
2	Bergkamp	2008	L-9000	Mobile Support
	(21 CY)		L-9000	Trailers
19	Ford	2015-2019	F450	Stake Body
28	Ford	2014-2019	F450	Utility Body
12	Ford	2014-2019	F450	Crew Cabs
4	Athey Mobil	2015		Broom
9	CAT	2015	PS-130	Rubber Tire Roller
6	CAT	2011-2016	PS-360	Rubber Tire Roller
8	CAT	2014	936g	Wheel Loader
13	CAT	2014-2108	938m	Loader
1	CAT	2019	938m	Loader
2	CAT	2018	926g	Loader
16	Etnyre	2016	Series 6000	Bulk Tanker
12	Fruehauf	1992	6000 gal	Bulk Tanker
14	Heil	1991	6500	Bulk Tanker
16	Etnyre	1990	6000	Bulk Tanker
4	Etnyre	2018	Centenial	Oil Distributor
			(2000)	
6	Etnyre	2018-2020	Black Topper	Oil Distributor
			(2000)	
5	Etnyre	2014	Black Topper	Oil Distributor
			(2000)	
5	Etnyre	2015-2020	Black Topper	Oil Distributor
			(4000)	
1	Etnyre	2017	Model 4WD	Chipper (10-20')
3	Etnyre	2017	Model 4WD	Chipper (11-22')

Additional Equipment Provided Upon Request

## Experience of Key Individuals

### Asphalt Paving Systems, Inc. – Experience of Key Individuals

Individual's Name	Title	Exp.
Robert Capoferri	CEO	31
Kenneth Messina	Operations Manager	26
Robert Bevilacqua	Project Manager	32
Dave Gannon	Project Manager	28
Thomas Donald	Regional Manager	29
Dennis Williams	Superintendent	22
Leon Rubba	Equipment Operator	11
Jeff Daunoras	Equipment Operator	26
Jay Jewett	Foreman	18
Mike Mobley	Laborer	8
Kenny Cooper	Foreman	10

## Micro Surfacing & Crack Seal References

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	Email	Shane.King@Osceola.org
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	Contact	Jeremy Hockenbury
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	Telephone Number	727-397-6383
	Project Description	MICRO / CRACK SEAL / SP 9.5
	Email	jhockenbury@myseminole.com
7.	Project Name	Annual Pavement Preservation Treatments
	Owner	City of Lakeland
	Contact	Troy McCain
	Address	407 Fairway Drive
		Lakeland, FL 33801
	Telephone Number	863-834-3306
	Project Description	MICRO / CRACK SEAL/CAPE SEAL
	Date & Amount	2021 \$491,928.00
	Email	troy.mccain@lakelandgov.net

- |     |                     |  |
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|     | Contact             | Bryan Moore  |
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|     |                     | Crestview, FL 32526                                      |
|     | Telephone Number    | 850-689-5772   |
|     | Project Description | CHIP / MICRO / CRACK SEAL                                |
|     | Date                | Apr-19   |
|     | Email               | bmoore@co.okaloosa.fl.us                                 |
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|     | Address             | 1026 26th Avenue E                                       |
|     |                     | Bradenton, FL 34208                                      |
|     | Telephone Number    | 941-708-7450   |
|     | Project Description | Micro-surfacing/ Chip Seal                               |
|     | Date & Amount       | 2020-2023 \$772,368.23                                   |
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|     | Telephone Number    | 904-733-1478   |
|     | Project Description | Micro-surfacing  |
|     | Date                | FY 2021 \$2,000,000.00                                   |
|     | Email               | jduffy@eismanrusso.com                                   |

12	Project Name	Pavement Preservation
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	Contact	Art Sivilla
	Address	300 S. Adams St
		Tallahassee, FL 32301
	Telephone Number	850-570-7758
	Project Description	Micro-surfacing / Chip Seal / Cape Seal
	Date & Amount	10/22/2019 \$502,604.34
	Email	arturo.sivilla@talgov.com
14	Project Name	RFQ 17619, 2: Neighborhood Resurfacing and Pavement Treatment
	Owner	Hillsborough County BOCC
	Contact	
	Address	601 E. Kennedy Blvd, 22nd Floor
		Tampa, FL 33602
	Telephone Number	813-307-1868
	Project Description	MICRO/CHIP SEAL/CAPE SEAL
	Date & Amount	2019

# Request for Taxpayer Identification Number and Certification

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

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Asphalt Paving Systems, Inc.**

**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.  
**P.O. Box 530**

**6** City, state, and ZIP code  
**Hammonton, NJ 08037**

**7** List account number(s) here (optional)

**Requester's name and address (optional)**

## 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**

2	2	-	3	7	8	7	7	5	5
---	---	---	---	---	---	---	---	---	---

## Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ► 

Date ► **9/20/2022**

## 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](http://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.





## Board of County Commissioners

### AGENDA ITEM

Meeting: 05/09/2023  
Department: Procurement Department  
Prepared By: Carla Rossiter-Smith  
Initiator: Toni Brady  
DOC ID: 12233  
Legal Request Number: 22-553  
Bid/Contract Number:

---

#### TITLE

Ratification of Amendment No. 1 of Professional Services Agreement With Baker Tilly US, LLP, for Job Evaluation and Classification Study

#### BRIEF OVERVIEW

In October of 2022, Hernando County entered into a contract with Baker Tilly US, LLP to conduct a classification study for 175 job titles. The total price of the contract was \$29,800 and was below the \$35,000 category two requirement for competitive solicitation of contracts.

On April 4, 2023, Hernando County Procurement Department approved Amendment One (1) in the amount of \$13,400 for the addition of 139 job titles to the Classification Study. Hernando County Administration determined that this addition was necessary to provide a fully representative classification study and that time was of the essence to have the necessary study completed for budget planning for the new fiscal year.

The Chief Procurement Officer has reviewed this requirement for conformance to Procurement Ordinance and Procurement Policies and Procedures.

#### FINANCIAL IMPACT

Funds are available in Human Resources Account # 0011 01251 5303101.

#### LEGAL NOTE

The Board has the authority to take the recommended action on this item pursuant to Chapter 125, Florida Statutes.

#### RECOMMENDATION

It is recommended that the Board ratify Amendment One to Contract No. PSA23-PS0016 bringing the total contract price to \$43,200.

#### REVIEW PROCESS

Kristine Dale	Approved	05/01/2023 3:15 PM
Toni Brady	Approved	05/01/2023 4:10 PM
Pamela Hare	Approved	05/01/2023 4:43 PM
Victoria Anderson	Approved	05/01/2023 4:50 PM
Heidi Kurppe	Approved	05/02/2023 11:01 AM
Scott Herring	Approved	05/02/2023 11:07 AM
Jeffrey Rogers	Approved	05/03/2023 10:35 AM
Colleen Conko	Approved	05/03/2023 10:55 AM

Baker Tilly US, LLP  
2500 Dallas Parkway, Suite 300  
Plano, TX 75093

T: +1 (972) 748 0300  
F: +1 (214) 452 1165  
bakertilly.com

October 13, 2022

Michelle Posewitz  
Hernando County  
Human Resources Director  
15470 Flight Path Drive  
Brooksville, FL 34604

RE: Engagement Letter Agreement Related to Services

This letter agreement (the "Engagement Letter") is to confirm our understanding of the basis upon which Baker Tilly US, LLP ("Baker Tilly") and its affiliates are being engaged by the Hernando County, FL (the "Client") to assist the Client with advisory services.

### **Scope, Objectives and Approach**

It is anticipated that projects undertaken in accordance with this Engagement Letter will be at the request of the Client. The scope of services, additional terms and associated fee for individual engagements will be contained in a Scope Appendix or Appendices to this Engagement Letter. Authorization to provide services will commence upon execution and return of this Engagement Letter and one or more Appendices.

### **Management's Responsibilities**

It is understood that Baker Tilly will serve in an advisory capacity with the Client. The Client is responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge or experience to oversee the services we provide. The Client is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. The Client is responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

The procedures we perform in our engagement will be heavily influenced by the representations that we receive from Client personnel. Accordingly, false representations could cause material errors to go undetected. The Client, therefore, agrees that Baker Tilly will have no liability in connection with claims based upon our failure to detect material errors resulting from false representations made to us by any Client personnel and our failure to provide an acceptable level of service due to those false representations.

The ability to provide service according to timelines established and at fees indicated will rely in part on receiving timely responses from the Client. The Client will provide information and responses to deliverables within the timeframes established in a Scope Appendix unless subsequently agreed otherwise in writing.

The responsibility for auditing the records of the Client rests with the Client's separately retained auditor and the work performed by Baker Tilly shall not include an audit or review of the records or the expression of an opinion on financial data.

## **Ownership of Intellectual Property**

Unless otherwise stated in a specific Scope Appendix, subject to Baker Tilly's rights in Baker Tilly's Knowledge (as defined below), Client shall own all intellectual property rights in the deliverables developed under the applicable Scope Appendix or Appendices ("Deliverables"). Notwithstanding the foregoing, Baker Tilly will maintain all ownership right, title and interest to all Baker Tilly's Knowledge. For purposes of this Agreement "Baker Tilly's Knowledge" means Baker Tilly's proprietary programs, modules, products, inventions, designs, data, or other information, including all copyright, patent, trademark and other intellectual property rights related thereto, that are (1) owned or developed by Baker Tilly prior to the Effective Date of this Agreement or the applicable Scope Appendix or Appendices ("Baker Tilly's Preexisting Knowledge") (2) developed or obtained by Baker Tilly after the Effective Date, that are reusable from client to client and project to project, where Client has not paid for such development; and (3) extensions, enhancements, or modifications of Baker Tilly's Preexisting Knowledge which do not include or incorporate Client's confidential information. To the extent that any Baker Tilly Knowledge is incorporated into the Deliverables, Baker Tilly grants to Client a non-exclusive, paid up, perpetual royalty-free worldwide license to use such Baker Tilly Knowledge in connection with the Deliverables, and for no other purpose without the prior written consent of Baker Tilly. Additionally, Baker Tilly may maintain copies of its work papers for a period of time and for use in a manner sufficient to satisfy any applicable legal or regulatory requirements for records retention.

## **Timing and Fees**

Specific services will commence upon execution and return of a Scope Appendix to this Engagement Letter and our professional fees will be based on the rates outlined in such Scope Appendix.

Unless otherwise stated, in addition to the fees described in a Scope Appendix the Client will pay all of Baker Tilly's reasonable out-of-pocket expenses incurred in connection with the engagement. All out of pocket costs will be passed through at cost and will be in addition to the professional fee.

## **Dispute Resolution**

Except for disputes related to confidentiality or intellectual property rights, all disputes and controversies between the parties hereto of every kind and nature arising out of or in connection with this Engagement Letter or the applicable Scope Appendix or Appendices as to the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuation, or termination of this Agreement or the applicable Scope Appendix or Appendices as shall be resolved as set forth in this section using the following procedure: In the unlikely event that differences concerning the services or fees provided by Baker Tilly should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by engaging in mediation administered by the American Arbitration Association under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute resolution procedure. Each party shall bear their own expenses from mediation and the fees and expenses of the mediator shall be shared equally by the parties. If the dispute is not resolved by mediation, then the parties agree to expressly waive trial by jury in any judicial proceeding involving directly or indirectly, any matter (whether sounding in tort, contract, or otherwise) in any way arising out of, related to, or connected with this Agreement or the applicable Scope Appendix or Appendices as or the relationship of the parties established hereunder.

Because a breach of any the provisions of this Engagement Letter or the applicable Scope Appendix or Appendices as concerning confidentiality or intellectual property rights will irreparably harm the non-breaching party, Client and Baker Tilly agree that if a party breaches any of its obligations thereunder, the non-breaching party shall, without limiting its other rights or remedies, be entitled to seek equitable relief (including, but not limited to, injunctive relief) to enforce its rights thereunder, including without limitation protection of its proprietary rights. The parties agree that the parties need not invoke the mediation procedures set forth in this section in order to seek injunctive or declaratory relief.

### **Limitation on Damages**

To the extent allowed under applicable law, the aggregate liability (including attorney's fees and all other costs) of either party and its present or former partners, principals, agents or employees to the other party related to the services performed under an applicable Scope Appendix or Appendices shall not exceed the fees paid to Baker Tilly under the applicable Scope Appendix or Appendices to which the claim relates, except to the extent finally determined to have resulted from the gross negligence, willful misconduct or fraudulent behavior of the at-fault party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Engagement Letter or the applicable Scope Appendix or Appendices as even if the other party has been advised of the possibility of such damages.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

You accept and acknowledge that any legal proceedings arising from or in conjunction with the services provided under this Engagement Letter must be commenced within twelve (12) months after the performance of the services for which the action is brought, without consideration as to the time of discovery of any claim.

### **Other Matters**

In the event Baker Tilly is requested by the Client; or required by government regulation, subpoena, or other legal process to produce our engagement working papers or its personnel as witnesses with respect to its Services rendered for the Client, so long as Baker Tilly is not a party to the proceeding in which the information is sought, Client will reimburse Baker Tilly for its professional time and expenses, as well as the fees and legal expenses incurred in responding to such a request.

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated, or subcontracted by either party without the 'written consent of the other party. Either party may assign and transfer this Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization, or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Engagement Letter.

In the event that any provision of this Engagement Letter or statement of work contained in a Scope Appendix hereto is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Engagement Letter or statement of work did not contain the particular provisions held to be unenforceable. The unenforceable provisions shall be replaced by mutually acceptable provisions which, being valid, legal and enforceable, come closest to the intention of the parties underlying the invalid or unenforceable provision. If the Services should become subject to the independence rules of the U.S. Securities and Exchange Commission with respect to Client, such that any provision of this Engagement Letter would impair Baker Tilly's independence under its rules, such provision(s) shall be of no effect.

### Termination

Both the Client and Baker Tilly have the right to terminate this Engagement Letter or any work being done under an individual Scope Appendix at any time after reasonable advance written notice. On termination, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and Baker Tilly, the scope of services provided in a Scope Appendix will terminate 60 days after completion of the services in such Appendix.

### Important Disclosures

Incorporated as Attachment A and part of this Engagement Letter are important disclosures. These include disclosures that apply generally and those that are applicable in the event Baker Tilly is engaged to provide municipal advisory services.

This Engagement Letter, including the attached Disclosures as updated from time to time, comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals, oral or written, and all other communications between the parties. Both parties acknowledge that work performed pursuant to the Engagement Letter will be done through Scope Appendices executed and made a part of this document.

Any rights and duties of the parties that by their nature extend beyond the expiration or termination of this Engagement Letter shall survive the expiration or termination of this Engagement Letter or any statement of work contained in a Scope Appendix hereto.

If this Engagement Letter is acceptable, please sign below and return one copy to us for our files.

Sincerely,



Kate Crowley  
Principal  
Public Sector Advisory

### Signature Section:

The terms as set forth in this Engagement Letter are agreed to on behalf of the Client by:

Name: Carl Rouse - Jute  
Title: Procurement & Grants Manager  
Date: 10/28/2022

Approved as to Form and  
Legal Sufficiency

By Victoria Anderson  
County Attorneys Office



## **Attachment A**

### **Important Disclosures**

#### Non-Exclusive Services

Client acknowledges and agrees that Baker Tilly, including but not limited to Baker Tilly US, LLP, Baker Tilly Municipal Advisors, LLC, Baker Tilly Capital, LLC, and Baker Tilly Investment Services, LLC, is free to render municipal advisory and other services to the Client or others and that Baker Tilly does not make its services available exclusively to the Client.

#### Affiliated Entities

Baker Tilly US, LLP is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly US, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

Baker Tilly Investment Services, LLC ("BTIS"), a U.S. Securities and Exchange Commission ("SEC") registered investment adviser, may provide services to the Client in connection with the investment of proceeds from an issuance of securities. In such instances, services will be provided under a separate engagement, for an additional fee. Notwithstanding the foregoing, Baker Tilly may act as solicitor for and recommend the use of BTIS, but the Client shall be under no obligation to retain BTIS or to otherwise utilize BTIS relative to Client's investments. The fees paid with respect to investment services are typically based in part on the size of the issuance proceeds and Baker Tilly may have incentive to recommend larger financings than would be in the Client's best interest. Baker Tilly will manage and mitigate this potential conflict of interest by this disclosure of the affiliated entity's relationship, a Solicitation Disclosure Statement when Client retains BTIS's services and adherence to Baker Tilly's fiduciary duty and/or fair dealing obligations to the Client.

Baker Tilly Capital, LLC ("BTC") Baker Tilly Capital, LLC ("BTC") is a limited-service broker-dealer specializing in merger and acquisition, capital sourcing, project finance and corporate finance advisory services. BTC does not participate in any municipal offerings advised on by its affiliate Baker Tilly Municipal Advisors. Any services provided to Client by BTC would be done so under a separate engagement for an additional fee.

Baker Tilly Municipal Advisors ("BTMA") is registered as a "municipal advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the SEC and the Municipal Securities Rulemaking Board ("MSRB"). As such, BTMA may provide certain specific municipal advisory services to the Client. BTMA is neither a placement agent to the Client nor a broker/dealer. The offer and sale of any Bonds is made by the Client, in the sole discretion of the Client, and under its control and supervision. The Client acknowledges that BTMA does not undertake to sell or attempt to sell bonds or other debt obligations and will not take part in the sale thereof.

Baker Tilly, may provide services to the Client in connection with human resources consulting, including, but not limited to, executive recruitment, talent management and community survey services. In such instances, services will be provided under a separate scope of work for an additional fee. Certain executives of the Client may have been hired after the services of Baker Tilly were utilized and may make decisions about whether to engage other services of Baker Tilly or its subsidiaries. Notwithstanding the foregoing, Baker Tilly may recommend the use of Baker Tilly or a subsidiary, but the Client shall be under no obligation to retain Baker Tilly or a subsidiary or to otherwise utilize either relative to the Client's activities.



#### Conflict Disclosure Applicable to Municipal Advisory Services Provided by BTMA

*Legal or Disciplinary Disclosure.* BTMA is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving BTMA. Pursuant to MSRB Rule G-42, BTMA is required to disclose any legal or disciplinary event that is material to the Client's evaluation of BTMA or the integrity of its management or advisory personnel.

There are no criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations or civil litigation involving BTMA. Copies of BTMA filings with the SEC can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at <https://www.sec.gov/edgar/searchedgar/companysearch.html> and searching for either Baker Tilly Municipal Advisors, LLC or for our CIK number which is 0001616995. The MSRB has made available on its website ([www.msrb.org](http://www.msrb.org)) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

*Contingent Fee.* The fees to be paid by the Client to BTMA are or may be based on the size of the transaction and partially contingent on the successful closing of the transaction. Although this form of compensation may be customary in the municipal securities market, it presents a conflict because BTMA may have an incentive to recommend unnecessary financings, larger financings or financings that are disadvantageous to the Client. For example, when facts or circumstances arise that could cause a financing or other transaction to be delayed or fail to close, BTMA may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

*Hourly Fee Arrangements.* Under an hourly fee form of compensation, BTMA will be paid an amount equal to the number of hours worked multiplied by an agreed upon billing rate. This form of compensation presents a potential conflict of interest if BTMA and the Client do not agree on a maximum fee under the applicable Appendix to this Engagement Letter because BTMA will not have a financial incentive to recommend alternatives that would result in fewer hours worked. In addition, hourly fees are typically payable by the Client whether or not the financing transaction closes.

*Fixed Fee Arrangements.* The fees to be paid by the Client to BTMA may be in a fixed amount established at the outset of the service. The amount is usually based upon an analysis by Client and BTMA of, among other things, the expected duration and complexity of the transaction and the work documented in the Scope Appendix to be performed by Baker Tilly. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, Baker Tilly may suffer a loss. Thus, Baker Tilly may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives.

BTMA manages and mitigates conflicts related to fees and/or other services provided primarily through clarity in the fee to be charged and scope of work to be undertaken and by adherence to MSRB Rules including, but not limited to, the fiduciary duty which it owes to the Client requiring BTMA to put the interests of the Client ahead of its own and BTMA's duty to deal fairly with all persons in its municipal advisory activities.

To the extent any additional material conflicts of interest have been identified specific to a scope of work the conflict will be identified in the respective Scope Appendix. Material conflicts of interest that arise after the date of a Scope Appendix will be provide to the Client in writing at that time.

**RE: Classification Study**

**DATE: October 13, 2022**

This Scope Appendix is attached by reference to the above-named engagement letter (the "Engagement Letter") between the Hernando County, FL (the "Client") and Baker Tilly US, LLP and relates to services to be provided by Baker Tilly US, LLP.

#### **SCOPE OF WORK**

Baker Tilly US ("BTUS") will perform the following services:

##### **1. Project initiation and data collection**

Baker Tilly will begin by collecting documentation from the County, such as: job descriptions, organization charts, pay plans, an employee census file, etc. Next, Baker Tilly will meet with the County's project team to establish working relationships, finalize a work plan.

##### **2. Job Evaluation**

Job evaluation is the process of comparing a job against other jobs within the organization to determine a relative value for each. Baker Tilly has a copyrighted job evaluation system known as the SAFE® system (Systematic Analysis and Factor Evaluation), which was developed specifically for the evaluation of public sector positions. SAFE is a point factor evaluation tool which means each compensable factor has a numerical value, and the result is a total score for each position which is used to determine a hierarchy of jobs relative to internal equity. SAFE is consistent with federal Equal Pay Act. The nine compensable factors measured by the SAFE system include:

Education	Human relations	Independence of actions
Experience	Physical demands	Impact on end results
Level of work	Working conditions	Supervision exercised

Existing job descriptions will be used to evaluate each position.

##### **3. Pay plan development**

Baker Tilly will utilize County's current pay structure and recalibrate grade assignments based on job evaluation point spreads. This approach will provide the organization with updated grade assignments, as necessary, that are internally equitable. Once grade assignments are finalized, Baker Tilly will calculate 3 implementation scenarios for the County to consider in its adoption of the grade assignments. These typically include:

- Moving employees to the minimum of their proposed pay range if their existing salary is below the proposed minimum.
- Providing an organization-wide increase, usually 2%.
- Providing an increase (usually 0.5%) per year in the position. This scenario helps combat pay compression issues that may have developed over time.

##### **4. Project completion**

An executive summary report will be prepared to explain the methodology followed, the results produced and recommendations to the County in adopting those results. If desired, Baker Tilly can present the results to elected officials. Additionally, Baker Tilly will provide training to staff responsible for administering and maintaining the classification and compensation structure going forward.

#### **DELIVERABLES**

- Job evaluation results
- Pay plan with grade assignments
- Implementation calculations
- Final report

**SCOPE APPENDIX to  
Engagement Letter dated: October 13, 2022  
Hernando County, FL and  
Baker Tilly US, LLP**

**PROJECT TEAM**

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li>- Jada Kent, Senior Manager</li> <li>- Brenda Turner, Manager</li> <li>- Laura Linehan, Senior Consultant</li> <li>- Diana Muriithi, Senior Consultant</li> </ul> | <ul style="list-style-type: none"> <li>- Sarah Towne, Senior Consultant</li> <li>- Lexi Scholten, Senior Consultant</li> <li>- Samuel Oviedo, Consultant</li> <li>- Thomas Patton, Consultant</li> </ul> |
|--|--|

**CLIENT RESPONSIBILITIES**

- Data collection. Baker Tilly will prepare a detailed data request outlining what is necessary to perform these services. Data will be requested in a format compatible with Baker Tilly's computer system and project tools (being Microsoft Excel and Word).
- Salary and benefits data. Baker Tilly's ability to provide fair and defensible recommendations about pay and benefits is contingent upon the availability of that data. Baker Tilly may request the Clients project team or leadership to contribute to outreach efforts in an attempt to collect necessary data from public peer organizations and keep the project on schedule.
- Review of and feedback on preliminary results. Baker Tilly encourages clients to be involved in major decisions about preliminary results that will drive the final results of the study. Baker Tilly is familiar with the ebb and flow of local government operations and will be flexible in coordinating with the Client to keep the project on track as much as possible.

**NONATTEST SERVICES**

As part of this engagement, we will perform certain nonattest services. For purposes of the Engagement Letter and this Scope Appendix, nonattest services include services that the *Government Auditing Standards* refers to as nonaudit services. We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- > Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- > Evaluate the adequacy and results of the nonattest services we perform.
- > Accept responsibility for the results of our nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

**ANTICIPATED SCHEDULE**

Below is a general timeline outlining each major phase of the project along with the dependency (client task) to complete that activity. *Please note that there are factors impacting the project schedule which are beyond the consulting team's control.*

Timeline updated as of October 13, 2022

Activity	Dependency	Target dates
<b>Project initiation:</b> project planning meetings, data collection	Authorization to proceed	October
<b>Job Evaluation:</b> job evaluation conducted using existing job descriptions	Feedback on SAFE designations	November - December

**SCOPE APPENDIX to  
Engagement Letter dated: October 13, 2022  
Hernando County, FL and  
Baker Tilly US, LLP**

**Pay Plan Development:** utilize existing pay plan to recalibrate grade assignment, calculations prepared.

Feedback on grade assignments

December -  
January

**Project Completion:** final report, presentation, training for HR staff

Feedback on final report

January -  
February

**COMPENSATION AND INVOICING**

Baker Tilly will perform all tasks as described in this proposal for the County for a fixed professional fee of \$29,800. This fee is based upon conducting a job evaluation review and pay plan update for approximately 175 position titles.

**Baker Tilly will invoice the County monthly based on project hours incurred.**

<b>COSTING BREAKDOWN</b>	<b>PRICE</b>
<b>Project initiation</b>	\$1,200
<b>Job Evaluation</b>	\$17,800
<b>Pay Plan Development</b>	\$6,000
<b>Project Completion</b>	\$4,800
<b>TOTAL</b>	<b>\$29,800</b>

**Out of Pocket Expenses:** Out-of-pocket expenses are not expected for this study. Baker Tilly would be responsible for these expenses.

**Additional Work:** Should the Client request and authorize additional work, Baker Tilly would invoice the Client at an agreed-upon fee or our standard hourly fees. Additional work would include work outside the agreed scope of services, including, but are not limited to:

- Additional pay structures
- Additional implementation scenarios
- Additional on-site meetings
- Additional reports
- Work related to a special request

<b>Title</b>	<b>Hourly Rate</b>
Principal, Partner, Managing Director	\$320
Director, Senior Manager	\$300
Manager	\$265
Senior Staff	\$200
Staff	\$165

**CONFLICTS OF INTEREST**

Attachment A to the Engagement Letter contains important disclosure information that is applicable to this Scope Appendix. We are unaware of any additional conflicts of interest related to this Scope Appendix that exist at this time.

**TERMINATION**

If this Scope Appendix is acceptable, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Sincerely,



Kate Crowley  
Principal  
Public Sector Advisory

**Signature Section:**

The services and terms as set forth in this Scope Appendix are agreed to on behalf of the Client by:

Name: Cathy Rosset - Jute  
Title: Procurement & Grants Manager  
Date: 10/28/2022



## DEPARTMENT OF PURCHASING AND CONTRACTS

15470 FLIGHT PATH DRIVE ♦ BROOKSVILLE, FLORIDA 34604

P 352.754.4020 ♦ F 352.754.4199 ♦ W [www.HernandoCounty.us](http://www.HernandoCounty.us)

### AMENDMENT NO. ONE (1)

TO

### CONTRACT NO. PSA 23-PS0016

The following changes are hereby made a part of the Contract Documents for the **CONTRACT NO. PSA 23-PS0016 – PROFESSIONAL SERVICES AGREEMENT**, located in Hernando County, as fully and completely as if the same were fully set forth therein:

1. The following services are hereby revised to the above referenced Contract.
2. All other terms and conditions shall remain the same.

#### SCOPE OF WORK

- **Project Initiation.** Baker Tilly will collect information, such as job descriptions, needed to include the additional 139 positions into the ongoing classification study's results.
- **Job Evaluation.** Baker Tilly will use existing job descriptions to conduct job evaluation on the additional 139 positions, with consideration to job evaluation results for the 161 positions to establish an appropriate hierarchy of all jobs. These results will be reviewed and revised with the County's project team, as necessary.
- **Pay Plan Development.** Baker Tilly will use existing position information, such as current midpoints, as well as job evaluation scores to establish grade assignments for the additional 139 positions into the pay structure prepared in the ongoing classification study. Adjustments to the pay structure may be required to accommodate the additional positions. These adjustments may include new grades and adjustments to range spreads or midpoint differentials.
- **Project Completion.** Baker Tilly will incorporate results for the additional 139 into the final report and presentation documentation as well as the training provided to the County at the conclusion of the project.

#### PROJECT TIMING AND BUDGET

Baker Tilly will include the additional 139 positions into the classification study, as described by the scope of work section, for a fixed professional fee of \$13,400.

COSTING BREAKDOWN	PRICE
Project initiation.	\$500
Job Evaluation.	\$7,400
Pay plan development.	\$4,500
Project completion.	\$1,000
TOTAL	\$13,400



Should the client request and authorize additional work, Baker Tilly would invoice the client at an agreed-upon fee or our standard hourly fees, shown in the table below. Additional work would include work outside the agreed scope of services.

Title	Hourly Rate
Principal, Partner, Managing Director	\$375
Director, Senior Manager	\$300
Manager	\$265
Senior Staff	\$200
Staff	\$165

Should the County desire in-person meetings or presentation of the results, Baker Tilly would invoice the client for out-of-pocket expenses related to travel, sustenance, and overnight accommodations.

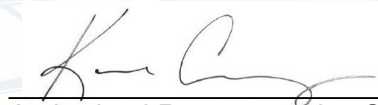
The project will commence upon execution of this Amendment.

Baker Tilly

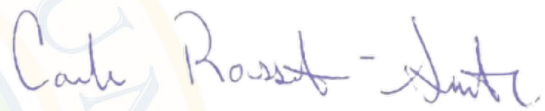
BOARD OF COUNTY COMMISSIONERS  
HERNANDO COUNTY

Kate Crowley, Managing Principal

Authorized Representative  
Name and Title



Authorized Representative Signature



Carla Rossiter-Smith  
Procurement & Grants Manager

Date Issued:  
04/24/23



## AGENDA ITEM

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### TITLE

Utilization of Seminole County School Board Contract With All Florida Fire Equipment, for Fire Extinguishing System Inspections and Services for Facilities Maintenance Department (Contract No. 23-P00087/FH; Amount: \$160,800.00)

### BRIEF OVERVIEW

On April 5, 2023, Hernando County Facilities requested piggyback of School Board of Seminole County Florida Contract 22230015B-AS Fire Extinguishing System Inspections and Services, with a contract expiration of November 14, 2025, the Contract provides for one (1) additional two (2) year renewal period.

Hernando County Facilities currently has no Fire Extinguishing System Inspections and Services contract and requests piggyback approval with All Florida Fire Equipment to provide those Contract services for the contract term with renewals, five (5) years, in the estimated spend amount of \$160,800.00 with an estimated annual spend amount of \$32,160.00.

Hernando County Procurement Department has assigned No. 23-P00087/FH to this Contract for tracking purposes.

The Chief Procurement Officer has reviewed this requirement for conformance to Procurement Ordinance and Purchasing Policies and Procedures.

### FINANCIAL IMPACT

Funds will be available from various Hernando County Departments as FY funding is budgeted and not to exceed budgeted line-item amounts. County-wide Department Purchase will only be made against available department budgets.

### LEGAL NOTE

The Board has the authority to take the recommended action on this item pursuant to Chapter 125, Florida Statutes.

### RECOMMENDATION

It is recommended the Board approve the utilization of School Board of Seminole County Florida Contract No. 22230015B-AS Fire Extinguishing System Inspections and Services with an estimated annual spend amount of \$32,160.00 or as future Hernando County department budgets allow. It is further recommended the Board approve the Chief Procurement Officer (CPO) to renew the contract with the same terms and conditions and approve change orders as they become necessary and required up to annual budgeted amounts.

### REVIEW PROCESS

Craig Becker	Approved	04/17/2023 1:17 PM
Carla Rossiter-Smith	Approved	04/22/2023 7:13 AM

Toni Brady	Approved	04/25/2023 10:37 AM
Pamela Hare	Approved	04/25/2023 12:45 PM
Victoria Anderson	Approved	04/25/2023 4:59 PM
Heidi Kurppe	Approved	04/26/2023 4:26 PM
Scott Herring	Approved	04/26/2023 5:15 PM
Jeffrey Rogers	Approved	04/28/2023 2:24 PM
Colleen Conko	Approved	04/28/2023 2:34 PM



**ACTION ITEM -- BID AWARD: 22230015B-AS - FIRE EXTINGUISHING  
SYSTEMS INSPECTIONS AND SERVICING**

**1. Superintendent's Recommendation:**

That the School Board of Seminole County approve the recommendation of the evaluation committee to award Invitation to Bid #22230015B-AS for Fire Extinguishing Systems Inspections and Servicing to All Florida Fire Equipment.

**2. Background/Analysis:**

This Invitation to Bid is for a three-year price agreement, with an optional two-year extension, to provide fire extinguishing systems inspections and servicing throughout the District. This includes all fire extinguishers at facilities throughout the district, as well as the hood extinguishing systems located in our commercial kitchens. Three responses were received for this solicitation. The evaluation committee examined these responses and recommends award to the lowest responsive and responsible proposer, All Florida Fire Equipment.

**Term:** November 15, 2022 through November 14, 2025 with an optional two-year extension

**Evaluation Committee:** Chris Breese, Kim Dove, Alfonso Segura

**Supplier:** All Florida Fire Equipment, St. Petersburg, Florida

**Reference:** FAC 6A-1.012(9)

**Cost Center Contact:** Director of Facilities Services, Kim Dove, 407-320-7495

**Posted:** October 24, 2022 - Notice of Intent to Award

**3. Fiscal Impact:**

General Fund - 150,000/year estimated

**4. Prepared by:**

Gregory Long, Director of Purchasing & Distribution

**5. Board Meeting Date 11/15/2022**

**ATTACHMENTS:**

- NOI+Award Summary-Tab - 22230015B-AS (PDF)

<b>RESULT:</b>	<b>APPROVED BY CONSENT VOTE [UNANIMOUS]</b>
<b>MOVER:</b>	Karen Almond, Board Member
<b>SECONDER:</b>	Tina Calderone, Board Member
<b>AYES:</b>	Pennock, Sanchez, Almond, Calderone, Kraus



**THE SCHOOL BOARD OF SEMINOLE COUNTY FLORIDA  
PURCHASING AND DISTRIBUTION SERVICES DEPARTMENT**

400 East Lake Mary Boulevard  
Sanford, Florida 32773-7127

**INVITATION TO BID AND BIDDER'S ACKNOWLEDGEMENT**

POSTING DATE:  
September 5, 2022

PURCHASING CONTACT: Alfonso Segura, Procurement Agent II  
Telephone: 407-320-0240, Email Address: [seguraaz@scps.k12.fl.us](mailto:seguraaz@scps.k12.fl.us)

BID NUMBER AND TITLE: **ITB 22230015B-AS – Fire Extinguishing Systems Inspections and Servicing**

BID DUE DATE & TIME

**October 13, 2022, by 3:00 P.M. EST**

Bid opening will be held via WebEx and dial-in only at meeting number (access code): 2622 913 2922, meeting password: Pud2tScjG75 or call 1-415-655-0003.

**NOTE: BIDS RECEIVED AFTER THE BID DUE DATE AND TIME WILL NOT BE ACCEPTED.**

PRE-BID MEETING DATE & TIME: **Voluntary – September 21, 2022, at 9:00 AM EST**, via WebEx and dial-in only at WebEx meeting number (access code): 2622 679 9528, password: w8UR3XnS7B3 or call 1-415-655-0003.

The School Board of Seminole County, Florida, solicits your company to submit a Bid on the above-referenced goods and/or services. All terms, specifications and conditions set forth in this invitation are incorporated by this reference into your response. A Bid will not be accepted unless all conditions have been met. In the event of a conflict between the General Purchasing Terms and Conditions and any subsequent Special Conditions included herein or attached hereto, the Special Conditions will have precedence. **All Bids must have an authorized signature in the space provided below.** All Bids must be received in the Vendorlink portal, [www.myvendorlink.com](http://www.myvendorlink.com), by the "Bid Due Date & Time" referenced above. The School Board is not responsible for bidders' failure to upload their bids by the due date and time.

**THE FOLLOWING MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR BID. BIDS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE BIDDER.**

LEGAL NAME OF COMPANY (AS REGISTERED IN [WWW.SUNBIZ.ORG](http://WWW.SUNBIZ.ORG) OR AS REGISTERED IN YOUR STATE):

MAILING ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): \_\_\_\_\_

FLORIDA DIVISION OF CORPORATION DOCUMENT NUMBER: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

**I CERTIFY THAT THIS BID IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER BIDDER SUBMITTING A BID FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE TO ALL CONDITIONS OF THIS BID AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS BID FOR THE BIDDER.**

AUTHORIZED SIGNATURE: \_\_\_\_\_ TYPED OR  
PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

- I. **GENERAL PURCHASING TERMS AND CONDITIONS.** These general terms will apply to all purchases by the School Board as a result of an award hereunder. In the event of a conflict between Section II and subsequent sections herein, the provisions of any subsequent sections shall be specific to the goods or services requested and shall have precedence. The titles used are for convenience only; the Bidder is responsible for understanding and complying with all terms and conditions herein.

**1. DEFINITIONS.**

- A. The School Board of Seminole County, Florida may be referred to as the "Board," "School Board" or "SBSC" herein.
- B. Contractor. For this Invitation to Bid (ITB), the word "Contractor" shall have the same meaning as "Bidder," "Business Entity," "Individual," "Proposer," "Respondent," and "Vendor" who submits a written response to this ITB; and shall have the same meaning for any successful awardee(s) hereunder.
- C. Non-Responsible. A Contractor, business entity, or individual that responds to this ITB and the response does not provide the required documentation supporting that it has the ability or capability to fully perform the requirements of the solicitation.
- D. Non-Responsive. A Contractor, business entity, or individual that responds to this ITB and the response does not conform to the mandatory or essential requirements contained in this ITB.
- E. Responsible. A Contractor, business entity or individual that responds to this ITB and the response provides the required documentation supporting that it has the ability or capability to fully perform the requirements of this ITB.
- F. Responsive. A Contractor, business entity or individual that responds to this ITB and the response fully conforms in all material respects to the ITB and all of its requirements, including all form and substance.
- G. Solicitation. This Invitation to Bid document.

2. **PRICING / TAXES.** All pricing shall be based on FOB Seminole County Florida and will include all packaging, handling, shipping charges, and delivery to any point within Seminole County Florida to a secure area or inside delivery. The School Board is exempt and does not pay Federal Excise or State of Florida Sales taxes.

3. **MATERIALS.** Contractor shall be responsible for providing all materials at a cost-plus basis as shown on the Price Schedule, unless it is advantageous for SBSC to purchase these products directly in which case Contractor will not be entitled to recover cost of materials or any mark up. This shall be determined prior to the start of each project. When product is purchased by SBSC, it shall be the responsibility of SBSC to ensure the products are delivered on-site in time to comply with the project schedule. Contractor must make all reasonable and legal efforts to avoid payment of sales or other taxes. Notwithstanding, Contractor is only entitled to reimbursement for sales or other taxes actually paid and may not mark up sales or other taxes paid for purchase of materials.

4. **EQUIPMENT RENTALS.** All equipment rentals shall be billed on a cost-plus basis as shown on the Price Schedule. Contractor shall make all reasonable and legal efforts to avoid payment of sales or other taxes. Notwithstanding, Contractor is only entitled to reimbursement for sales or other taxes actually paid and may not mark up sales or other taxes paid on equipment rentals.

5. **PRICE ADJUSTMENT CLAUSE.** The Bid price shall remain in effect for the term of the award. A comparable price adjustment may be considered at SBSC's sole discretion for an increase in Federal or State of Florida minimum wage or both provided Contractor provides sufficient documentation to justify a price adjustment. Contractor agrees to use best efforts to obtain the lowest possible prices from material suppliers. If at any time during contract performance, the unit price(s) for the material required to complete the project increase(s) by three (3%) percent



or more over the cost of the same material on the date the Contractor's bid or proposal was submitted, SBSC will pay that cost increase up to a maximum of 3%. Contractor must provide written notice to SBSC prior to purchase of the materials identifying the materials in question, the itemized increased and original cost and quantity required to complete the project, the source of supply, and Contractor must provide SBSC with proposals, quotes, price sheets or other comparable documentation from the supplier evidencing the original and increased cost. SBSC reserves the right to make the final determination regarding the application of a price increase. If material prices decrease by more than 3%, the contract price may be reduced under the same terms and conditions.

6. **TERMS OF PAYMENT / INVOICING.** The normal terms of payment will be Net 30 days from receipt and acceptance of goods or services and Contractor's invoice. Itemized invoices bearing the Purchase Order number must be mailed on the day of shipment. Invoicing subject to cash discounts will be mailed on the day that they are dated.
7. **TRANSPORTATION AND TITLE.**
  - A. Title to the goods shall pass to the School Board upon receipt and acceptance at the destination unless indicated otherwise herein. Until acceptance, the Contractor retains the sole insurable interest in the goods.
  - B. The shipper shall prepay all transportation charges. The School Board will not accept collect freight charges.
  - C. No premium carriers shall be used for the School Board's account without prior consent of the Director of Purchasing and Distribution Services.
8. **RISK OF LOSS.** The Contractor shall assume the following risks:
  - A. All risks of loss or damage to all goods, work in process, materials, and equipment until the delivery thereof as herein provided;
  - B. All risks of loss or damage to third persons and their property until delivery of all goods as herein provided;
  - C. All risks of loss or damage to any property received by the Contractor or held by the Contractor or its suppliers for the account of the School Board, until such property has been delivered to the School Board;
  - D. All risks of loss or damage to any of the goods or part thereof rejected by the School Board, from the time of shipment thereof to Contractor until redelivery thereof to the School Board.
9. **PACKING LIST.** All shipments shall include an itemized list of each package contents and reference the School Board's Purchase Order number. No charges shall be allowed for cartage or packing unless agreed upon by the School Board prior to shipment.
10. **INSPECTIONS AND TESTING.** The School Board will have the right to expedite, inspect, and test any of the goods at work covered by this Bid. All goods or services are subject to the School Board's inspection and approval upon arrival or completion. If rejected, they will be held for disposal at the Contractor's risk. Such inspection, or the waiver thereof, however, shall not relieve the Contractor from full responsibility for furnishing goods or work conforming to the requirements of this Bid or the Bid Specifications, and will not prejudice any claim, right, or privilege the School Board may have because of the use of defective or unsatisfactory goods or work.
11. **STOP WORK ORDER.** The School Board may at any time by written notice to the Contractor stop all or any part of the work for this Bid award. Upon receiving such notice, the Contractor shall take all reasonable steps to minimize additional costs during the period of work stoppage. The School Board may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and/or the price or terminate the work in accordance with the provisions of the Bid terms and conditions.

12. **WARRANTY.** All goods and services furnished by the Contractor, relating to and pursuant to this Bid shall be warranted to be free of defects, meet or exceed the Specifications contained herein, and fit for the intended use. In the event of breach, the Contractor shall take all necessary action, at Contractor's expense, to correct such breach in the most expeditious manner possible.
13. **INDEMNIFICATION.** The Contractor agrees to indemnify and save harmless the School Board, its officers, agents and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any act or omission on the part of the Contractor, its agents, employees, or representatives, or are arising from any Contractor furnished goods or services, except to the extent that such damage is due solely and directly to the negligence of the School Board.
14. **INSURANCE.** Contractors and vendors shall provide a certificate(s) evidencing such insurance coverage to the extent listed in Sections 1-5 below before commencement of work.

Insurance listed in Section 1 below is required of all Contractors and vendors: SBSC and its Board members, officers, and employees shall be named as an additional insured to the Commercial General Liability insurance policy on a form no more restrictive than ISO form CG 20 10 (Additional Insured — Owners, Lessees, or Contractor). If SBSC and its Board members, officers, and employees are not named as additional insureds then SBSC reserves the right terminate this agreement.

Insurance listed in Section 2 below: All Contractors engaging in construction-related activities, as defined by 440.02(8) Florida Statutes, on behalf of SBSC are required to carry this insurance to the limit listed below. All non-construction Contractors whose work for SBSC includes products or services, and the value of these products or services are in excess of \$25,000 are required to carry this insurance to the limit listed below.

Insurance listed in Section 3 below: Any Contractor or vendor transporting district employees, delivering or transporting district owned equipment or property, or providing services or equipment where a reasonable person would believe SBSC is responsible for the work of the Contractor from portal to portal is required to carry this insurance to the limit listed below.

Insurance as listed in Section 4 below: All non-construction Contractors and vendors that have one (1) or more employees or subcontracts any portion of their work to another individual or company are required to have Workers' Compensation insurance. For contracts of \$25,000 or more, no State of Florida, Division of Workers' Compensation, Exemption forms will be accepted. All Contractors engaging in construction-related activities, as defined by 440.02(8) Florida Statutes, on behalf of SBSC are required to have Workers' Compensation insurance. All entities and individuals required to have Workers' Compensation insurance must purchase a commercial Workers' Compensation insurance policy to the limits listed below. The Workers' Compensation policy must be endorsed to waive the insurer's right to subrogate against SBSC, and its Board members, officers and employees in the manner which would result from the attachment of the NCCI Waiver of Our Right to Recover from Others Endorsement (Advisory Form WC 00 03 13).

Insurance as listed in Section 5 below: All Contractors providing professional services including, but not limited to, architects, engineers, attorneys, auditors, accountants, etc. are required to have this insurance to the limits listed below.

All Contractors shall carry and maintain policies as described in Sections 1 to 5 below and as checked off in the box to the left of each Section 1 to 5 below. All required insurance must be from insurance carriers that have a rating of "A" or better and a financial size category of "VII" or higher according to the A. M. Best Company. All required insurance policies must be endorsed to provide for notification to SBSC thirty (30) days in advance of any material change

in coverage or cancellation. This is applicable to the procurement and delivery of products, goods, or services furnished to the School Board of Seminole County, Florida.

The Contractor shall, within thirty (30) days after receipt of a written request from SBSC, provide SBSC with a certified copy or certified copies of the policy or policies providing the coverage required by this Section 12. The Contractor may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required by Section 12.

All insurance provided by the Contractor shall apply on a primary basis to and shall not require contribution from, any other insurance or self-insurance maintained by SBSC. Any insurance, or self-insurance, maintained by SBSC shall be in excess of, and shall not contribute with, Contractor-provided insurance.

- |                                     |   |                  |
|-------------------------------------|---|------------------|
| <input checked="" type="checkbox"/> | 1. Commercial General Liability Insurance:  |                  |
|                                     | Bodily Injury and Property Damage   |                  |
|                                     | Per Occurrence -  | \$1,000,000      |
|                                     | General Aggregate -   | \$2,000,000      |
| <br>                                |   |                  |
| <input checked="" type="checkbox"/> | 2. Product Liability and/or Completed Operations Insurance:                             |                  |
|                                     | Bodily Injury and Property Damage   |                  |
|                                     | Per Occurrence -  | \$1,000,000      |
|                                     | Products – Completed Operations Aggregate -   | \$2,000,000      |
| <br>                                |   |                  |
| <input checked="" type="checkbox"/> | 3. Automobile Liability:  |                  |
|                                     | Bodily Injury and Property Damage:  |                  |
|                                     | Combined Single Limit (each accident) -   | \$1,000,000      |
| <br>                                |   |                  |
| <input checked="" type="checkbox"/> | 4. Workers' Compensation/Employer's Liability:  |                  |
|                                     | W.C. Limit Required* -  | Statutory Limits |
|                                     | E.L. Each Accident -  | \$ 500,000       |
|                                     | E.L. Disease – Each Employee -  | \$ 500,000       |
|                                     | E.L. Disease – Policy Limit -   | \$ 500,000       |
| <br>                                |   |                  |
| <input type="checkbox"/>            | 5. Professional Liability Insurance (Errors and Omissions):                             |                  |
|                                     | For services, goods or projects that will exceed \$1,000,000 in values over a year.     |                  |
|                                     | Each Claim -  | \$1,000,000      |
|                                     | Annual Aggregate -  | \$2,000,000      |
|                                     | For services, goods or projects that will not exceed \$1,000,000 in values over a year. |                  |
|                                     | Annual Aggregate -  | \$1,000,000      |
| <br>                                |   |                  |
| <input type="checkbox"/>            | 6. Environmental / Pollution Liability:   |                  |
|                                     | Bodily Injury and Property Damage:  |                  |
|                                     | Per Occurrence -  | \$1,000,000      |
|                                     | Environmental / Pollution Liability Aggregate -   | \$2,000,000      |

Except as otherwise specifically authorized in this Agreement, no deductible or self-insured retention for any required insurance provided by the Contractor pursuant to this Agreement shall be allowed. To the extent any required insurance is subject to any deductible or self-insured retention (whether with or without approval of SBSC), the Contractor shall be responsible for paying on behalf of SBSC (and any other person or organization that the Contractor has, in this Agreement, agreed to include as an insured for the required insurance) any such deductible or self-insured retention.

The Contractor shall continue to maintain products/completed operations coverage in the amounts stated above for a period of three (3) years after the final completion of the work.

Professional Liability coverage must be maintained in the amounts stated above for a two-year period following completion of the contract.

Compliance with these insurance requirements shall not limit the liability of the Contractor, its subcontractors, sub-subcontractors, employees, or agents. Any remedy provided to SBSC or SBSC's Board members, officers or employees by the insurance provided by the Contractor shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the Contractor) available to SBSC under this Agreement or otherwise.

Neither approval nor failure to disapprove insurance furnished by the Contractor shall relieve the Contractor from the responsibility to provide insurance as required by this Agreement.

15. **SOVEREIGN IMMUNITY / LIMITED LIABILITY.** Notwithstanding any provision herein or attached hereto, nothing shall be construed as a waiver of School Board's rights and sovereign immunities under Florida Statutes. School Board damages shall be limited in accordance and to the extent allowed by §768.28 Florida Statute.
16. **LAWS AND REGULATIONS.** Contractors shall comply with all applicable federal, state and local laws, statutes and ordinances including, but not limited to the rules, regulations and standards of the Occupational Safety and Health Act of 1970, the Federal Contract Work Hours and Safety Standards Act, and the rules and regulations promulgated under these Acts. Contractors agree not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age or national origin. Lack of knowledge of applicable laws, statutes and ordinances by the Contractor shall not constitute a cognizable defense against actual or potential damages caused thereby.
17. **GOVERNING LAW & VENUE.** All agreements as a result of an award hereto and all extensions and modifications thereto and all questions relating to its validity, interpretation, performance or enforcement shall be governed and construed in conformance to the laws of the State of Florida. In the event of a legal proceeding, the venue for state court shall be in Seminole County Florida or for federal court be United States District Court, Middle District of Florida, and Orlando Division.
18. **PATENTS, COPYRIGHTS & ROYALTIES.** Contractors agree to indemnify and save harmless the School Board, its officers, employees, agents, or representatives from liability of any nature or kind, including cost and expenses for or on account of copyrighted, patented or un-patented invention, process or article of manufactured or used in the performance of the contract award hereunder. If the Contractor uses any design, device or materials covered by royalties or cost arising from the use of such design, device or material in any way involved in the work shall be included in the price proposal of the Contractor.
19. **PERMITS/LICENSES/FEES.** Any permits, licenses, or fees required shall be the responsibility of the successful Contractor; no separate or additional payment shall be made. A copy of these licenses and permits shall be submitted to the Procurement Agent prior to commencement of work. If the service(s) being provided requires that individuals or organizations be licensed by the Florida Department of Business and Professional Regulation or any other state or federal agency, such license(s) should be obtained by the Bid due date and time. For state licensing, contact the Florida Department of Business and Professional Regulation, Tallahassee, FL 32399-0797, Phone 850.487.9501.
20. **CONTRACTOR'S EMPLOYEE BACKGROUND CHECK.** All Contractor employees that require access to school campuses must be cleared by School Board or an appropriate agency and wear a School Board issued current picture identification badge. Contractors hereunder shall comply with the required background check of employees and with any requirements regarding wearing of PPE equipment as may be applicable and failure to comply shall be considered a material breach of contract. Refer to <https://www.scps.k12.fl.us/district/departments/purchasing/vendor-info/vendor-fingerprint-requirements.shtml> for School Board for Background Check Requirements

- A. **CLEARANCE BY SCHOOL BOARD.** Contractor shall comply with the requirements of the Jessica Lunsford Act §1012.465 Florida Statute in regards to fingerprinting and level 2 background screenings of all applicable employees and any sub-contractor employees.
- B. **CLEARANCE BY OTHERS.** Pursuant to §1012.468 Florida Statute, if Contractor employees have been cleared by another agency and already possess a uniform statewide identification badge issued by the agency, Contractors are required to complete the FSSR Form for School Board badging.

**21. TERMINATION.**

- A. **DEFAULT.** The School Board may terminate all or any part of a subsequent award by giving notice of default to Contractor, if Contractor:
  - 1) Refuses or fails to deliver the goods or services within the time specified;
  - 2) Fail to comply with any of the provisions of this Bid or so fails to make progress as to endanger performances, hereunder, or;
  - 3) Becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of termination for default, the School Board's liability will be limited to the payment for goods and services delivered and accepted as of the date of termination.
  - 4) Termination for cause includes terminations under 287.135, F.S.
- B. **CONVENIENCE.** The School Board may terminate for its convenience at any time, in whole or in part any subsequent award. In which event of termination for convenience, the School Board's sole obligations will be to reimburse Contractor for:
  - 1) Those goods or services actually shipped / performed and accepted up to the date of termination, and
  - 2) Costs incurred by Contractor for unfinished goods, which are specifically manufactured for the School Board and which are not standard products of the Contractor, as of the date of termination, and a reasonable profit thereon.

In no event is the School Board responsible for either loss of anticipated profit or reimbursement exceeding the Bid value.

- C. **FUNDING.** Contracts awarded hereunder are subject to the appropriation and availability of funds as approved by the School Board of Seminole County Florida. In the event funding for the specific purpose of this solicitation is not funded or such funds are insufficient, the contract may be terminated immediately without penalty.

**22. PERFORMANCE.** In an effort to reduce the cost of doing business with the School Board, and unless indicated elsewhere a Bid or performance bond may not be required. However, upon award and subsequent default by Contractor, the School Board reserves the right to pursue any or all of the following remedies:

- A. To accept the next lowest available Bid price or to purchase materials or services on the open market, and to charge the original award the difference in cost via a deduction to any outstanding or future obligations;
- B. The Contractor in default will be barred for consideration of future Bid awards for a period of time determined by the severity of the default, but not exceeding three (3) years.
- C. Any other remedy available to the School Board in tort or law.

**23. FORCE MAJEURE.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor

disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

24. **ASSIGNMENT.** Any Purchase Order or contract issued pursuant to an award hereunder, and the monies that may become due are not assignable except with the prior written approval of the School Board, through the Purchasing and Distribution Services Department.
25. **AUDIT AND INSPECTION.** The School Board or its representative reserves the right to inspect and/or audit all the Contractor's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Contractor to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents / records in any form shall be open to the Board's representative and may include, but are not limited to, all correspondence, ordering, payment, inspection, and receiving records, contracts or sub-contracts that directly or indirectly pertain to the transactions between the Board and the Contractor.
26. **CONTRACTOR'S PUBLIC RECORDS.** Pursuant to §119.0701 Florida Statutes, "Contractors" as defined by statute that enter into a contract for services with the School Board and are acting on behalf of the School Board are required to comply with public records laws and to specifically:
  - A. Keep and maintain public 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 School Board would provide the records and at a cost that does not exceed the cost provided by statute or as otherwise provided by law.
  - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
  - D. Meet all requirements for retaining public records and transfer, at no cost, to the School Board all public records in possession of the 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 School Board in a format that is compatible with the information technology systems of the School Board.
  - E. If a Contractor does not comply with a public records request, the School Board shall enforce the contract provisions which may include immediate termination of contract.
  - F. **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, CAROLYN BEDSOLE, IS PROJECT MANAGER AT 407-320-0466, [carolyn\\_bedsole@scps.k12.fl.us](mailto:carolyn_bedsole@scps.k12.fl.us), THE SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA, 400 EAST LAKE MARY BLVD., SANFORD, FLORIDA 32773.**
27. **FLORIDA DEPARTMENT OF STATE, DIVISION OF CORPORATIONS REGISTRATION REQUIREMENTS.**
  - A. Respondents who are required to be registered with the Florida Department of State, Division of Corporations or who are incorporated within the State of Florida must furnish their Florida document number, and a screen shot of their "active" status. All registered respondents must have an active status in order to be eligible to do business with the School Board. Respondents doing business under a fictitious name, on page 1, must



submit their offer using the company's complete registered legal name; example: ABC, Inc. d/b/a XYZ Company. To register with the State of Florida, visit: [www.Sunbiz.org](http://www.Sunbiz.org).

- B.** If the firm is not located in Florida, the firm must provide their state's document number and a screen shot of their current, date-identified "active" status with their submittal.
- 28. PUBLIC ENTITY CRIMES.** A Bidder who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit Bid 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 any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- 29. OTHER AGENCIES.** All respondents awarded contracts from this solicitation may, upon mutual agreement with the awarded respondent(s), permit any school board, community college, state university, municipality or other governmental entity, to include Public Charter Schools to participate in the contract under the same prices, terms and conditions. Further, it is understood that each entity will issue its own purchase order to the awarded respondent(s).
- 30. DRUG-FREE WORKPLACE.** Whenever two or more Solicitations are equal with respect to price, quality, and service, a Solicitation received from a business that certifies that it has implemented a drug-free workplace program as defined by Section 287.087 Florida Statutes, will be given preference in the award process. If the Contractor does not maintain a formal "Drug Free Workplace" or does not perform random drugs tests on its employees, then the Contractor's employee must submit to a drug test by the School Board at a cost of \$27.00 prior to working on the School Board account. (See Attachment "A").
- 31. NEW MANUFACTURE.** The items Bid shall be new and currently manufactured model of the best quality and highest-grade workmanship, carry the manufacture's standard warranty as a minimum, and be equal to the specifications stated herein. Unless stated otherwise, used, remanufactured, refurbished, or reconditioned products are unacceptable.
- 32. SAMPLES AND BRAND NAMES.**
- A. BRAND NAMES.** Specifications referencing specific brand names and models are used to reflect the kind and type of quality in materials and workmanship, and the corresponding level of performance the School Board expect to receive as a minimum. Bidders offering equivalents or superior products to the brand/model referenced will: (a) reference on the Bid in the space provided the manufacturer's name, brand name, model and/or part number; (b) next to the price Bidder will indicate "ALT" to reflect an alternate offering; (c) where no sample is provided with the Bid, Bidders will enclose sufficient technical specification sheets and literature to enable the School Board to reach a preliminary evaluation; (d) the School Board may request and Bidder agrees to submit a sample or to provide its product on-trial or demonstration, whichever the School Board may deem appropriate, at no charge to the Board; (e) the School Board reserves the right to determine the acceptability of any alternatives offered.
- B. SAMPLES.** Any sample requested by this Bid or to be provided at the Bidder's option, should be forwarded under separate cover to the attention of the Purchasing and Distribution Services Department. The package or envelope will reference the "Bid Number", "Bid Title", and "Bid Item Number" and clearly marked "Samples". All samples will be provided free of charge, including transportation charges. Bidders are responsible for notifying and making arrangements for a pickup from the School Board if a return of samples is expected. All samples unclaimed for thirty (30) days will be disposed of at the discretion of the School Board.

33. **SUBSTITUTIONS.** Substitution of other brands for items awarded and ordered is prohibited. In the event an awarded item is discontinued by the manufacturer during the term of the contract and is not available from either the Contractor's or the manufacturer's inventory then the Contractor must provide written notification from the manufacturer that the item has been discontinued. The Contractor must file a written request with the Procurement Agent and be granted approval to substitute. Requests to substitute shall be accompanied by complete specifications for the proposed substitute and a sample may be requested.
34. **GENERAL EVALUATION CRITERIA.**
- A. Primary factors used to decide the award hereunder will be price, ability to meet specifications and responsiveness. In the event alternatives are offered, the School Board reserves the right to consider and accept or reject alternatives at its discretion.
  - B. A Bidder's past performance may be used in the evaluation of this Bid.
  - C. The School Board reserves the right to evaluate by lot, by partial lot, or by item, and to accept or reject any Bid in its entirety or in part, and to waive, but not obligated to, minor irregularities if the Bid is otherwise valid.
  - D. In the event of a price extension error, the unit price will be accepted as correct.
  - E. The School Board may consider in conjunction to any award hereunder, those products, services and, prices available to them through contracts from state, federal, and local government agencies or other School Boards within the State of Florida.
  - F. Changes or amendments to the School Board standard "General Purchasing Terms and Conditions" submitted with your Invitation to Bid document may result in your Bid being deemed "non-responsive."
  - G. The district hereby notifies interested parties that the purchasing agreements and state term contracts, available under Section 287.056, of the Department of Management Services will be reviewed for the subject of the award recommendation of this solicitation.
35. **POSTING OF BID CONDITIONS/SPECIFICATIONS, CLARIFICATIONS, AND INTERPRETATIONS.**
- A. This Bid will be posted for review by interested parties on VendorLink, the School Board's third party notification service, and this link is accessible on the Purchasing and Distribution Services Department's website at: <https://www.scps.k12.fl.us/district/departments/purchasing/comp-solicitations-contracts/> and will remain posted up to and including the Due Date of this Bid. In accordance with Florida Statutes 120.57(3), with respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation. **Failure to file a specification protest within the time prescribed in Florida Statutes 120.57(3) will constitute a waiver of proceeding under Chapter 120, Florida Statutes.** School Board Policy #6326 – Bid Protests may be found online at <https://www.scps.k12.fl.us/district/school-board/policies-procedures/>.
  - B. Any questions concerning the terms, conditions or specifications will be directed to the designated Procurement Agent referenced on the Bidder's Acknowledgement. Any ambiguities or inconsistencies shall be brought to the attention of the designated Procurement Agent in writing at least ten (10) workdays prior to the due date of the Bid. Failure to do so, on the part of the Bidder will constitute an acceptance by the Bidder of any consequent decision.
  - C. An addendum to the Bid shall be issued and posted for those interpretations that may affect the eventual outcome of this Bid. It is the Bidder's responsibility to assure the

receipt of all issued addendum. No person is authorized to give oral interpretations of or make oral changes to the Bid. Therefore, oral statements given before the Bid due date will not be binding. The School Board will consider no interpretations binding unless provided for by issuance of an addendum. Addenda will be posted at least five workdays prior to the due date on the third party notification link and is accessible on the Purchasing and Distribution Services Department's website at: <https://www.scps.k12.fl.us/district/departments/purchasing/comp-solicitations-contracts/>. The Bidder shall acknowledge receipt of all addenda by signing and enclosing said addenda with their proposal.

- D. The School Board reserves the right to allow for clarification of questionable entries, and for the Bidder to withdraw items with obvious mistakes.
36. **SOLICITATION DOCUMENTATION & PUBLIC RECORDS.** Meetings involving oral presentations by Bidders or negotiations are closed to the public. Responses to this solicitation, and recordings of oral presentations or negotiations shall become "public records" upon award recommendation or thirty (30) days after the solicitation due date, whichever is earlier, and shall be subject to public disclosure consistent with Chapter 119 Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in response to this solicitation, identify the data and other material to be protected, and state the reasons why such exclusion from public disclosure is necessary.
37. **CONFIDENTIAL, PROPRIETARY, OR TRADE SECRET MATERIAL.** The Bidder must clearly identify any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119 Florida Statutes, the Florida Constitution or other authority. The Bidder must also simultaneously provide the School Board with a separate redacted copy of its response. The redacted copy shall contain the School Board's solicitation name, number, and the name of Bidder on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copy shall be provided to the School Board at the same time Bidder submits its response to the solicitation and must only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret.
- A. Bidder shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, Bidder shall protect, defend and indemnify the School Board for any and all claims from or relating to Bidder's determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure.
  - B. If the Bidder fails to submit a Redacted Copy with its response, the School Board is authorized to produce the entire documents, data or records submitted by Bidder in response to a public records request for these records.
38. **GREEN PROVISION.** The School Board supports and encourages the purchase of products and services that use recycled post-consumer waste are energy efficient and/or environmentally friendly. Products that are comparable to the Bid specifications stated herein and are reusable, refillable, repairable, more durable, and less toxic may be purchased or used where practicable and cost effective as an alternative at the discretion of the Board. The Board also encourages and promotes using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. The Bidder shall be responsible for providing packaging that will protect the products shipped and documentation which demonstrates how their products or services meet this provision.
39. **SAFETY DATA SHEET.** If applicable, a Safety Data Sheet (SDS) must be submitted with your Bid for all hazardous materials/chemicals included herein. Failure to provide required information will render your Bid non-responsive and rejection of your Bid.
40. **CONFLICT OF INTEREST.** Bidder is subject to the provisions of Chapter 112 Florida Statutes. The Bidder must disclose with their response the name of any company owner, officer, director,

agent or representative who is also an employee of the School Board or their immediate family which owns any interest of any amount in the Bidder's company, partnership, or agency. (See Attachment"D")

41. **CONTACT / LOBBYING.** All questions for additional information regarding this Bid **must be directed to the designated Procurement Agent noted on page one.** Prospective Bidders, employees, agents or representative shall not contact nor lobby any member of the Seminole County School Board, Superintendent, members of the Evaluation Committee, or staff regarding this Bid prior to posting of the final tabulation and award recommendation on the website. Any such contact shall be cause for disqualification and rejection of proposal.
42. **CONTINGENT FEE PROHIBITED.** The Bidder warrants that they have not employed or retained any third party other than the Bidder's employee or agent to solicit or secure an award hereunder and that they will not paid a fee, commission, percentage, gift or other consideration to a third party upon or resulting from the award hereunder. Violation shall constitute a breach of contract and termination of agreement and a deduction from any outstanding obligations for the full amount of the fee, commission, percentage, gift or consideration paid.
43. **DAMAGES RECOVERY.** The Bidder agrees to the use of Damages Recovery in the event Bidder fails to perform in accordance with the provisions herein. On the occasion where the Bidder has been found to be in default of contract, or any material provision thereof, or fails to remedy any deficiency in performance, School Board may procure the necessary supplies or services from an alternative source and hold the Bidder financially responsible for any excess costs incurred. The difference between the Bid price of the product or service and the actual price paid may be deducted from any current or future obligations owed to the Bidder. In addition, default will result in termination of contract and a prohibition against future business with School Board for a term of not less than three years. Nothing in this paragraph shall be deemed to limit the available damages that may be recovered by School Board as a result of Bidder's failure to perform.
44. **SUB-CONTRACTORS.** The Bidder is responsible for performance and meeting all specifications and for the performance of any sub-contractors used in conjunction with an award hereunder. The Bidder shall coordinate the use of any sub-contractor(s) with the School Board Representative and shall ensure that the sub-contractor(s) are qualified, insured, and that sub-Contractor's employees have security clearance and meet all requirements set forth herein.
45. **BID OPENING AND FORM.** Bid openings will be public on the date and time specified on the Bidder's Acknowledgment form. All Bids received after the time indicated will be rejected as non-responsive and returned unopened to sender. It is the Bidder's sole responsibility to ensure their Bid(s) are received timely; School Board shall not be held responsible for late or missed delivery by third party delivery services. Bids by email, fax, or verbally (by telephone or in person) will not be accepted. **The public opening will acknowledge receipt of the Bid(s) only, details concerning pricing, or the offering will not be announced. All Bid(s) submitted shall become public record upon an announcement of a recommended award or 30 days after the due date whichever occurs first.**
46. **BID TABULATIONS, RECOMMENDATIONS, AND PROTEST.** Bid Tabulations with award recommendations are posted to VendorLink, the School Board's third party notification service, and this link is accessible on the Purchasing and Distribution Services' website at <https://www.scps.k12.fl.us/district/departments/purchasing/comp-solicitations-contracts/>. **Failure to file a written protest within 72 hours of the posting as prescribed in Section 120.57(3) Florida Statutes will constitute a waiver of proceedings under Chapter 120, Florida Statutes and School Board Rules.** Bid tabulations or recommendations are available through the School Board's third-party notification service and notices will not be mailed. School Board Policy #6326 – Bid Protests may be found online at <https://www.scps.k12.fl.us/district/school-board/policies-procedures/>.

47. **BID PREPARATION COSTS.** Neither the School Board nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this Bid.
48. **AGREEMENT FORM.** For Invitations to Bid (ITB) where no separate written agreement is executed, this ITB document, any written amendments to the ITB, the Bidder's response to the ITB, the SBSC Purchase Order, all attachments to each of them, and all terms, conditions, and specifications contained therein, constitute the written agreement between the parties and shall govern all aspects of performance and payment for the Project. Where there is a separate written agreement as a result of an award hereunder, such agreement shall incorporate all terms, conditions, and specifications contained in the ITB, the Bidder's response to the ITB, the SBSC Purchase Order, and all attachments to each of them, unless specifically amended in writing. All awards hereunder shall be issued a Purchase Order in confirmation to any award under this solicitation.
49. **REPORT OF UNSATISFACTORY MATERIALS AND/OR SERVICES.** A "Report of Unsatisfactory Material and/or Service" form (Exhibit C) shall be utilized to document unsatisfactory performance during the term of this contract. The report may become an important part of the Contractor's history. The report and process will assist the Purchasing and Distribution Services Department to determine whether there is a continuing pattern of problems which may need to be addressed through termination of contract and/or suspension of Contractor from future Bidding.
50. **PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES.** In accordance with Section 287.135 of the Florida Statutes, THE SCHOOL BOARD RESERVES THE RIGHT TO REJECT ANY OR ALL OFFERS, TO WAIVE INFORMALITIES, AND TO ACCEPT ALL OR ANY PART OF ANY OFFER AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE SCHOOL BOARD "A company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more." Section 215.473 defines a company to include "all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations that exists for the purpose of making profit." By submitting a response to this solicitation, a respondent certifies that it and those related entities of respondent as defined above by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473. Any respondent awarded a Contract as a result of this solicitation shall be required to recertify at each renewal of the Contract that that it and its related entities are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. The School Board may terminate any contract resulting from this solicitation if respondent or a related entity as defined above is found to have submitted a false certification 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. Notwithstanding the preceding, the School Board reserves the right and may, in its sole discretion, on a case-by-case basis, permit a company on such lists to be eligible for, bid on, submit a proposal for, or enter into or renew a contract, should the School Board determine that the conditions set forth in Section 287.135(4) are met.
51. **WITHDRAWAL OF BID.** In accordance with School Board Policy 6320, no competitive solicitation may be withdrawn after submission except with the approval of the Director of Purchasing and Distribution Services. After award by the Board, no solicitation may be withdrawn by the Bidder except for a material error as determined by the Board.
52. **FLORIDA PREFERENCE.** Pursuant to §287.084 Florida Statute, award recommendations shall make appropriate adjustments to pricing when considering solicitations from Bidders



having a principal place of business outside the State of Florida. All Bidders must complete and submit Attachment H, with the response to this solicitation. Failure to comply shall be considered non-responsive to the terms of this solicitation. Refer to [leg.state.fl.us/Statutes/index.cfm](http://leg.state.fl.us/Statutes/index.cfm) for additional information regarding this Statute.

- 53. CONFIDENTIAL MATERIALS, PERFORMANCE AND PAYMENT BOND, AUDITED FINANCIAL STATEMENTS, AND LITIGATION INFORMATION.** Confidential materials, Performance and Payment Bond, Audited Financial Statements, and Litigation Information shall be submitted in this section – any materials that qualify as “trade secrets” shall be segregated, clearly labeled, and accompanied by an executed Non-Disclosure Agreement for Confidential Materials. All Respondents shall certify and provide a statement that they are financially stable and have the necessary resources, human and financial, to provide the services at the level required by the School Board of Seminole County (See Attachment I).
- 54. ILLEGAL ALIEN LABOR.** The parties shall each comply with all federal and state laws, including but not limited to section 448.095, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. The parties must not knowingly employ unauthorized aliens working under this agreement and should such violation occur shall be cause for termination of the Agreement. The parties will utilize the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its new employees working under this agreement hired during the contract term, and will further include in all subcontracts for subcontractors performing work or providing services pursuant to this Agreement an express written requirement that the subcontractor utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor to work under this agreement during the contract term. The Contractor shall receive and retain an affidavit from the subcontractor stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien to work under this agreement. Contractor’s knowing failure to comply with this subsection may result in termination of the Agreement and debarment of the Contractor from all public contracts for a period of no less than one (1) year.

**FEDERAL GRANTS TERMS AND CONDITIONS.** For any solicitation that involves, receives or utilizes Federal Grants funding, the following terms and conditions shall be considered a part of the solicitation and resulting award and the Contractor accepts and acknowledges that it is and will continue to be in compliance with said terms and conditions for the term of the award:

- 55. RECOVERED MATERIALS (2 CFR §200.322) applies to all contracts greater than \$10,000.** 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.
- 56. FEDERAL DRUG FREE WORKPLACE** Contractor agrees to comply with the drug-free workplace requirements for federal Contractors pursuant to 41 U.S.C.A. § 8102.
- 57. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352) applies if contract is greater than or equal to \$100,000.** Contractor certifies that it has filed the required certification and 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 an 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. Contractor must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. (See Attachment "F").

- 58. ENERGY EFFICIENCY / CONSERVATION (42 U.S.C. 6201).** Contractor agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- 59. CLEAN AIR ACT (42 U.S.C. 7401 et seq.) and the FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251 et seq.), as amended applies to contracts and subgrants in excess of \$150,000.** 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). Contractor shall report any and all violations to the Federal awarding agency and the Regional Office of the EPA and notify SBSC concurrently within 30 days of notice of the violation.
- 60. REMEDIES FOR VIOLATION OR BREACH OF CONTRACT.** Failure of the Vendor to provide products within the time specified in the ITB shall result in the following: The Procurement Agent shall notify Vendor in writing within five (5) calendar days via the Vendor Performance Form and provide five (5) calendar days to cure. If awarded Vendor cannot provide product, SBSC reserves the right to purchase product from the next lowest responsive and responsible bidder. The defaulting Vendor may be responsible for reimbursing SBSC for the price differences.
- 61. DEBARMENT AND SUSPENSION.** Contractor certifies that it complies fully with the Federal Debarment Certification regarding debarment suspension, ineligibility and voluntary exclusion. In accordance with 2 CFR part 180 that implement Executive Orders 12549 and 12689. Furthermore, Contractor certifies 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.
- 62. EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this contract, the Contractor agrees as follows:
- A.** Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. 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 identity, 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. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
  - B.** Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
  - C.** Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a

part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

- D. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a Record Retention and access requirements to all records the Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. Contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. Contractor will include the provisions of paragraphs A through H 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 No. 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 may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **II. SPECIAL CONDITIONS**

1. **INTRODUCTION.** Seminole County Public Schools (SCPS) is the 12th largest school district in Florida and is 60th nationally with more than 67,000 students and 10,000 employees. SCPS is a leader in education throughout Central Florida and the State and is widely recognized as a Premier National School District. SCPS consists of 37 elementary schools, 12 middle schools, nine (9) high schools, six (6) special centers, a virtual school, and four (4) charter schools. The purpose of this ITB is to award a contract, or to issue multiple awards to the responsive and responsible bidder(s) who can provide the inspection and servicing of Fire Extinguishing Systems.

2. **PRE-SOLICITATION MEETING.** A voluntary pre-solicitation meeting will be held for all interested Bidders on the day and time listed on page 1 of this solicitation. An overview of the solicitation process and review of scope of services will be conducted at this meeting. Any questions regarding the technical specifications shall be submitted in an email to the Procurement Agent responsible for this solicitation. Answers to these questions will be issued in the form of a written addendum.
3. **TERM.** This Bid will be effective upon Board approval or November 15, 2022, whichever is later, for a period of three (3) years and may be renewed for an additional two-year renewal period upon agreement by all parties. The School Board of Seminole County Florida reserves the right to cancel this contract by giving 30 days' notice of cancellation before the end of any fiscal year that falls within the term of this contract. Please refer to Section 3, for multiyear agreements.
4. **AWARD.** Bid shall be awarded all or none, by lot, by partial lot, or by item as indicated in Exhibit B, Price Schedule, to the lowest responsive and responsible bidder(s) meeting all specifications, terms and conditions. Bidder should carefully consider each item for conformance to bid specifications. In addition, the School Board reserves the right to make multiple awards such as a primary, secondary, etc. for all items.
5. **QUANTITIES / VOLUME OF BUSINESS.** Quantities shown on the Price Schedule are the School Board's anticipated needs and are not to imply or guarantee any purchase quantities during the term of this agreement.
6. **SPECIAL DELIVERY REQUIREMENTS.** All pricing shall be quoted FOB inside delivery to Seminole County Florida unless otherwise indicated and all items shall meet or exceed the Specifications/Scope of Work under Section III of this solicitation. All equipment shall be delivered to the School Board Maintenance Warehouse at 820 East State Road 434, Winter Springs, FL 32708.
7. **ADDING/REMOVING SERVICE LOCATIONS.** If applicable, SBSC Superintendent and the Assistant Superintendent of Operations or their respective designee shall have the authority to add and/or remove locations to services, by a written amendment, to this contract prepared by the Director of Purchasing and Distribution Services or designee, as necessary through the term of this contract.
8. **EMERGENCY WORK**
  - A. When SBSC determines there is an emergency, the SBSC's Project Manager or authorized representative will verbally authorize the Contractor to perform the work. SBSC's Project Manager will subsequently issue a fully executed Purchase Order.
  - B. Contractor shall perform emergency work within four (4) hours of receiving notification from the SBSC's Project Manager.
  - C. Contractor shall immediately notify SBSC upon completion of the emergency work.
  - D. Contractor shall submit to the SBSC's Project Manager the name and phone number(s) of personnel(s) designated to respond to emergencies. Contractor shall ensure its designated personnel is available seven (7) days a week, twenty-four (24) hours and is reasonably near SBSC, who may be contacted in the event of an emergency or in cases where immediate action is necessary or to handle any other problem that might arise. Contractor's supervisors of emergencies shall have the ability to effectively communicate and respond to questions from SBSC's staff.
  - E. In the event of an emergency affecting the safety or protection of persons, or the work or property at the work site or adjacent to the site, Contractor, without authorization from the SBSC's Project Manager, shall safely act to prevent damage, injury, or loss to property. If Contractor believes that there are significant changes in the work or variations from the contract documents, Contractor shall contact the SBSC's Project Manager as soon as possible by telephone and written notice, but no later than twenty-four (24) hours after the occurrence of the emergency. If the SBSC's Project Manager determines that

a change in the contract documents is required because of the action taken in response to an emergency, a written directive will be issued to document the consequences of the changes or variations. If Contractor fails to provide written notice within the twenty-four (24) hours of occurrence of the emergency, Contractor will have waived any right it otherwise may have had to seek an adjustment to the contract amount or an extension to the contract time.

- F. Contractor shall provide before, during, and after a public emergency, disaster, hurricane, flood, or other acts of nature to SBSC on a "first priority" basis tree service. SBSC will pay the Contractor a fair and reasonable price for any service, not included in this contract, but requested, in event of a disaster, emergency or hurricane.

## **10. REPAIR SERVICES**

During the life of an equipment, the equipment may require repairs including diagnostic services, SBSC Project Manager will contact the Contractor when services are necessary. Contractor shall respond within twenty-four (24) business hours of SBSC notification. If required, Contractor shall diagnose the device and provide a cost estimate of the work required to return the device to full operational service. Contractor shall include in its cost estimates the following, but not limited to:

- 1) Type, brand, model and/or serial number of the elevator,
- 2) Name of technician,
- 3) A unique proposal/estimate number (assigned by Contractor),
- 4) Date inspected,
- 5) Date cost estimate was prepared,
- 6) Diagnosis,
- 7) Parts required, and direct costs (excluding sales taxes) plus the Contractor's overhead and profit,
- 8) Labor (time required to perform work multiplied by appropriate contract labor rate),
- 9) Timeframe for completion of repairs, and
- 10) Total price.

Contractor shall perform all work within the timeframe specified within the cost estimate.

If parts and materials from manufacturer other than the original manufacturer is necessary, Contractor shall obtain prior written approval from SCPS Project Manager.

## **11. MINOR REPAIRS**

Contractor may proceed with repairs that cost \$250 or less. If the repairs are estimated to exceed \$250, then Contractor shall submit a cost estimate to SBSC for approval. If Contractor provides a verbal quote, a written quote shall be submitted to the SBSC Project Manager within four (4) hours of the verbal quote. Contractor shall not perform any work without prior written approval from SBSC. Upon completion of any authorized work, Contractor shall provide a report that includes, but not be limited to, the following information:

- 1) Name of Contractor, contact person, and phone number,
- 2) Type, brand, model and/or serial number of the equipment,
- 3) Proposal and authorization number that authorized the repair work,
- 4) Summary of repair work,
- 5) The name(s) of technician that performed the work and the associated date(s) and time(s) that the work was performed, and
- 6) Parts and materials used.

Note: SBSC shall not be responsible for Contractor's labor, or any parts or materials ordered, and/or installed on SBSC equipment due to the Contractor misdiagnosis of the repair problem.

## **12. EQUIPMENT WARRANTIES**

Contractor shall warrant parts and labor on all repairs for a minimum of one (1) year. If repairs are necessary, Contractor shall inform SBSC Project Manager or approved designee, if the repairs are eligible for claim against manufacture or vendor's warranty. Contractor shall verify the "Warranty Period" for each unit prior to submitting quotes to the SBSC Project Manager or approved designee. Any repairs eligible for manufacturer's warranty shall be performed at no cost to SBSC. If the Contractor is not able to perform the warranty work, Contractor shall assist SBSC in facilitating the repairs with the manufacturer.

## **13. SITE CONTROL**

- A. Contractor's employees shall sign-in and out at the main office of the facility where work is to be performed. Contractor and its employees shall, always, wear shirts and ID badges. Company's T-shirts with company's name and/or logo are permitted; however, company's uniforms are recommended by SBSC.
- B. At all times, Contractor shall not interfere with ingress or egress of the building or normal operations of SBSC employees or vehicles and must barricade and/or post signs to maintain a safe distance to avoid creating hazardous condition for pedestrians, property, and vehicles.
- C. Contractor shall be responsible for the professional appearance (clean and appropriately dressed) of all its employees assigned to the project(s) and comply with SBSC's rules.
- D. Contractor shall be responsible for the protection of all personnel against hazards and/or injuries due to the work being performed on site.
- E. Contractor shall be responsible for any damage caused by its materials, equipment, workers, or agents.
- F. Contractor shall make every effort to maintain a clean, quiet, and orderly work area throughout the term of the project. Contractor shall not leave materials or equipment on the work site unsupervised. SBSC will not provide onsite storage. Contractor shall remove all waste from the site upon completion of work.
- G. Contractor shall be responsible for any equipment or tools left on project site. SBSC will not be responsible for the theft or vandalism to Contractor's equipment left unsupervised on SBSC's property.
- H. Contractor shall properly secure rooms (floors/walls/windows), as needed, with visqueen (plastic sheeting) or necessary material to protect the surrounding environment and prevent dust and debris.
- I. Contractor shall take every possible precaution necessary to prevent fire. Contractor shall remove daily any flammable materials/waste from the work site.
- J. Upon completion of the work, Contractor shall remove all temporary protections and leave the area clean and in order.

## **14. ENVIRONMENTAL PROTECTION**

- A. Contractor shall comply with Environmental Protection Agency (EPA) used oil rule Title 40 of the Code of Federal Regulations (CFR) Part 279.
- B. Contractor shall comply with all local, state, and federal laws, statutes, ordinances, rules, and regulations applicable to the Federal Endangered Species Act of 1973, as amended, 16 U.S.C. §1531 et seq., and the Florida Administration Code R. 68A-27.0001 (Rules Relating to Endangered or Threatened Species).
- C. In the event the Contractor violates any provisions of this section while performing services for SBSC, Contractor shall explain or justify its action to the local, state, and federal agencies responsible for the protection and enforcement of the environment. If SBSC receives a citation from any of the environmental agencies, Contractor shall

automatically become a party-respondent under said citation. SBSC will immediately notify the Contractor and provide a copy of said citation. Contractor shall comply with the requirements of the citation and correct the offending condition(s) within the time stated in said citation and be responsible for all fines and/or penalties.

15. **HOURS OF OPERATION**

- A. **NORMAL HOURS OF OPERATION.** Unless otherwise requested by the SBSC's Project Manager, all work shall be performed between the hours of 7:00 AM and 3:30 PM, Monday through Friday. Contractor shall not perform work on Saturdays, Sundays, or the following Holidays:
  - 1) New Year's Day
  - 2) Marlin Luther King, Jr. Day
  - 3) Presidents' Day
  - 4) Memorial Day
  - 5) Independence Day
  - 6) Labor Day
  - 7) Thanksgiving Day
  - 8) Day after Thanksgiving
  - 9) Christmas Day
- B. **AFTER HOURS WORK.** "After Hours" are any emergency services as described herein that were directed by the SBSC's Project Manager and performed outside the hours and days stated under Section 15. *Normal Hours of Operation* will be considered "After Hours" and shall be billed in accordance with the "After Hours" prices in the Price Schedule.

16. **RESPONSE AND COMPLETION TIME**

- A. Contractor shall respond to non-emergency service calls within twenty-four (24) hours from the time of notification.
  - B. Contractor shall provide seven (7) days by twenty-hour (24) hour emergency number to SBSC. Emergency calls made from a representative of the Department of Facilities Services outside of business hours will be followed by an email on the following business day.
  - C. Contractor shall invoice emergency service and repairs available on a 24-hour basis at the standard time or after-hours in accordance the Price Schedule.
  - D. Contractor shall provide to the SBSC's designated contact person a work schedule that includes the estimated commencement and completion dates.
  - E. If the Contractor does not perform work within the scheduled time and day, then SBSC reserves the right to call another Contractor to perform the required work.
17. **CORRECTION OF WORK.** Contractor shall promptly correct all work rejected by SBSC as a result of unsatisfactory or lack of conformance to the contract documents. Contractor shall be responsible for all costs for correcting rejected work, including compensation to SBSC for additional services necessary to correct the deficiency.

18. **CHANGES IN WORK**

- A. Contractor shall not perform any additional work or other changes covered by the Scope of Work for a project without an executed Change Order. SBSC assumes no responsibility for any additional costs for work not specifically authorized by an executed Change Order.
- B. Change Orders will not be issued for incidental items or tasks that should have been reasonably part of the work by the Contractor.



**19. RENTAL EQUIPMENT/SUBCONTRACTORS**

- A. In conjunction with Section 24. Assignment, Contractor shall not subcontract any part of their services to another company or individual without prior written approval from SBSC Facilities Services Project Manager. If applicable, Contractor shall submit a list of subcontractors with their submittal.
- B. If the Contractor must hire a subcontractor and/or rent equipment to complete the work, Contractor shall obtain prior written approval from the SBSC's Project Manager. Contractor shall itemize the cost of the subcontractor or rental equipment in their quote and invoice. Contractor may add as overhead and profit up to fifteen (15) percent to the actual cost of the subcontractor or equipment rental in their quote excluding any sales tax. Contractor shall provide a copy of the subcontractor or/and equipment rental's itemized invoice with their SBSC invoice. Under no circumstances shall subcontractor's and/or vendor's quote include sale tax in their quote and invoice.

**20. SAFETY**

- A. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Contractor shall comply with Occupational Safety and Health Administration (OSHA) requirements and any other industry, federal, state, or local government standards. Contractor and subcontractors of any tiers shall take all necessary safety precautions, and necessary protection to prevent damage, injury or loss to persons or property.
- B. Contractor shall ensure that all safety devices installed by the manufacturer on the equipment that are utilized by the Contractor and subcontractors of any tiers on the work site are always in proper working condition. Contractor and subcontractors of any tiers shall immediately repair or remove equipment from service until the deficiency is corrected to the satisfaction of the SBSC.
- C. SBSC may periodically monitor the work site for safety. Should there be safety or health issues, SBSC has the authority, but not the duty, to direct the Contractor or subcontractors of any tier to correct the violation in an expeditious manner. If there is any situation that is deemed unsafe by SBSC, the work shall be immediately suspended and not resume until the unsafe condition(s) has been remedy.
- D. Contractor and subcontractors of any tier shall erect and maintain, as required by existing conditions and contract performance, safeguards for safety and protection such as barricades, danger signs, a construction fence, and other warnings against hazardous conditions.
- E. Should the Contractor and subcontractors any tiers fail to maintain a clean and safe work site, SBSC may clean up the work site and deduct the cost from the Contractor's invoice. Upon final completion, the Contractor and subcontractors of any tier shall thoroughly clean all areas where work has been performed as mutually agreed with SBSC's Project Manager.
- F. Contractor and subcontractors of any tier shall maintain all equipment, materials, and operations to the work site and areas identified in the contract documents. Contractor and subcontractors of any tier shall assume all responsibility for any damage to any area resulting from the performance of work.
- G. Contractor and subcontractors of any tier shall notify SBSC of any hazardous materials used on the work site and provide SBSC a copy of the Safety Data Sheets. Contractor shall immediately report any spillage of hazardous chemicals or wastes by the Contractor and subcontractors of any tiers to the SBSC's Project Manager, and cleanup the spillage in accordance with all state and federal regulations. Contractor shall be responsible for the cost of cleanup of any spillage of hazardous chemicals or wastes caused by the Contractor and subcontractors of any tier. Contractor shall provide a copy of the complete report showing compliance with local, state, and federal agencies to SBSC's Project Manager. Contractor shall be responsible to immediately notify SBSC of the location and

description of any hazardous chemicals or conditions discovered during the normal operation.

**21. PROTECTION OF EXISTING STRUCTURES UTILITIES WORK AND VEGETATION**

- A. Contractor shall repair or replace, at Contractor's expense, property damaged as a result of Contractor or subcontractor of any tiers' operations, such as but not limited to, buildings, sidewalks, seating, curbs, pipes, drains, water mains, pavement, mailboxes, turf, SBSC sign, building contents, or other property owned by the SBSC or private landowner, in a manner prescribed by and at the sole satisfaction of the SBSC's Project Manager or authorized representative. Contractor shall be responsible for any claims submitted to the SBSC, such as but not limited to, from utility companies or landowners, as a result of damage caused by the Contractor or subcontractor any tiers. SBSC reserves the right to deduct from the Contractor's invoice payment made to settle claims as a result of damages caused by Contractor or subcontractor of any tiers. Contractor shall complete and submit to SBSC charges for repairs, or receipt of repairs, prior to submitting invoice to SBSC. If the repairs performed by the Contractor is not in accordance with SBSC standards, SBSC will perform the repairs and deduct the associated cost from the amount due the Contractor.
- B. Contractor shall notify SBSC immediately of any complaints. Contractor shall address all complaints within two (2) business days and submit a written report to SBSC's Project Manager outlining actions taken to resolve the complaint.
- C. If there is an accident involving the public while completing the work, Contractor shall immediately inform SBSC's Project Manager of the incident. Contractor shall submit a written report of the incident to SBSC within two (2) business days. Contractor shall provide a copy of any report file with law enforcement to SBSC's Project Manager.

**22. CLEAN UP/SURPLUS MATERIAL REMOVAL & DISPOSAL**

- A. At no cost to SBSC, Contractor and subcontractor of any tiers shall be responsible for the removal of all unwanted surplus material and debris from the project site at the end of each workday Contractor shall include all costs associated with clean-up and debris removal in the lump sum price. Contractor shall always maintain the project site clean and neat during performance of work. Contractor shall clean the work area before leaving the project site for the day. Contractor's work shall not interfere with the regular operating hours of SBSC. Upon final completion of the project, Contractor shall thoroughly clean-up the work area to SBSC's Project Manager's satisfaction.
- B. Contractor shall disposal and handle all materials associated with clean-up in accordance with local, state, and federal regulations. Contractor shall include in their proposal the actual cost of disposal fees without markup. Contractor may invoice the cost of labor associated with the disposal and handling of all materials at the standard and after-hours rates.

**23. INVOICES**

- A. Contractor shall submit their invoice(s) to: [AP\\_Epay@scps.k12.fl.us](mailto:AP_Epay@scps.k12.fl.us), [facilities\\_payrequest@scps.k12.fl.us](mailto:facilities_payrequest@scps.k12.fl.us), and [facilities\\_payrequest@scps.k12.fl.us](mailto:facilities_payrequest@scps.k12.fl.us), after service(s) has been completed. Additionally, the general invoice requirements as set forth below shall state in detail the work that was performed by the Contractor, if required, include a copy of the quote/proposal and itemization of costs/fees in accordance with the Price Schedule. Contractor shall submit their invoice(s) no later than thirty (30) calendar days after completing services or delivery/acceptance of goods. Under no circumstances shall Contractor submit invoice(s) in advance to SBSC for work that has not completed, or goods not delivered and accepted by SBSC.

- B. Contractor shall state in their invoice the MSRP/List Price, MSRP/List Price percent discount, and provide a copy of the MSRP/List Price. Failure to submit invoices in the prescribed manner may delay payment. Payments to Contractor shall be in accordance with Local Government Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. All invoices shall include:

- 1) Company name, address, and contact information,
- 2) Name of SBSC requestor,
- 3) SBSC contract number,
- 4) SBSC work order and/or Purchase Order number,
- 5) Date of service,
- 6) Site of delivery or service,
- 7) Equipment info (make, model, serial number),
- 8) Detail summary of work performed,
- 9) List of products and materials used,
- 10) MSRP or List Price on used products,
- 11) Percentage discount off MSRP or List Price, and
- 12) Total amount due.

24. **SUBMISSION OF PROPOSALS.** All proposals **must be received and accepted in the Vendorlink portal, [www.myvendorlink.com](http://www.myvendorlink.com) before the ITB Closing Date and Time to be considered.**

**SUBMITTALS.** Proposers shall submit one (1) digital original of their signed Bid Solicitation in pdf and/or Excel format.

1. Submit Proposals electronically through [VendorLink](http://VendorLink) at [www.myvendorlink.com](http://www.myvendorlink.com).
2. Upload files only in Excel (.xls or .xlsx) and Adobe Portable Document Format (.pdf).
3. Enable printing on files submitted.
4. Ensure the Invitation to Bid and Proposer's Acknowledgement is part of the submission.
5. Separate and identify each part of the submission (i.e. document type, form type, content type) with a divider/separation page.
6. Contact VendorLink technical support at [support@evendorlink.com](mailto:support@evendorlink.com), if technical difficulties arise during proposal submission.
7. Follow all instructions outlined in this solicitation and provide all requested information.

***SCPS may ask the selected Bidder to supply one hard copy set with original, written signatures and original compliance forms, prior to the contract execution only if instructed to by the Purchasing Department.***

25. **DELIVERY OF PROPOSALS.** Prior to contract execution only if instructed to by the Purchasing Department. Bidders shall deliver one (1) original and (1) copy of their signed Bid solicitation in portable document format (pdf.) and/or Excel format on a flash drive in a sealed envelope to:

The School Board of Seminole County, Florida  
Purchasing and Distribution Services  
400 East Lake Mary Boulevard  
Sanford, Florida 32773

Please see Attachment "K" for mailing label.

## II. SPECIFICATIONS / SCOPE OF WORK

1. Contractor shall, to SBSC' satisfaction, provide labor, materials, equipment, supervision, and all other items necessary to properly and completely provide the inspection and servicing of Fire Extinguishing Systems to Seminole County Public Schools, in accordance with Exhibit A, attached hereto.

## III. SUBMITTAL REQUIREMENTS. The Bidder shall include the following documents with their submittal:

1. Invitation to Bid and Bidder's Acknowledgment (on Page 1) - Signed by an authorized representative of the Bidder.
2. Exhibit B, Price Schedule - Signed by the Bidder.
3. Attachment "A," Drug-Free Workplace Certification
4. Attachment "B," Reference Document (minimum of three (3) references.)
5. Attachment "C," Certification Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions
6. Attachment "D," Disclosure of any Conflict of Interest
7. Attachment "E," Scrutinized Company Certification
8. Attachment "F," Byrd Anti-Lobbying Amendment Certification **(To be submitted if bid exceeds \$100,000)**
9. Attachment "G," Emergency / Storm Related Catastrophe Agreement
10. Attachment "H," Bidder's Statement of Principal Place of Business
11. Attachment "I," Confidential Materials, Bond, Audited Financial Statements, and Litigation Information – intentionally omitted
12. Attachment "J," Draft Services Agreement - Intentionally omitted
13. Addenda, if applicable - Signed by the Bidder.
14. If a Florida Corporation, a screenshot of the company's "ACTIVE" business entity registration through sunbiz.org.
15. If a Non-Florida Corporation (Foreign), a screenshot of the company's "ACTIVE" business entity registration.

**\*\*MAKE SURE ALL DOCUMENTATION IS SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE BIDDER. FAILURE TO COMPLY MAY RESULT IN DISQUALIFICATION ON THE GROUNDS OF NON-RESPONSIVENESS TO THE REQUIREMENTS OF THE BID.**

**ATTACHMENT "A"**  
**DRUG FREE WORKPLACE**

Preference shall be given to businesses with drug-free workplace programs. Whenever two (2) or more Bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on or require 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.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

**Bidder's Signature:** \_\_\_\_\_ **Printed Name/Title:** \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**ATTACHMENT "B"**  
**REFERENCE FORM**



**The School Board of Seminole County, Florida**  
Purchasing and Distribution Services Department  
400 East Lake Mary Boulevard  
Sanford, Florida 32773

**The Next Line to Be Completed by the Firm Being Referenced:**

*Firm:* \_\_\_\_\_

*School Board ITB Number and Title: ITB 22230015B-AS – Fire Extinguishing System Inspections and Servicing*

The School Board of Seminole County is currently evaluating qualifications of various firms to provide the above professional contract services and the indicated firm has listed you as a reference, having performed similar services for your organization. Please take a few moments to complete the following survey and return to firm requesting reference. Your assistance in providing this information is appreciated. **\*Reference forms shall be included in your bid submittal.**

**This Section to Be Completed by the Reference Provider:**

What specific services did this firm provide?  
\_\_\_\_\_

Was the firm responsive to your needs and requests? ☐ Yes ☐ No

Was there good communication between the client and the firm? ☐ Yes ☐ No

Was the firm proactive in resolving problems and disputes? ☐ Yes ☐ No

Was the staff professional and knowledgeable? ☐ Yes ☐ No

Were the services completed on time and within budget? ☐ Yes ☐ No

Has this firm ever been awarded a repeat contract by your Organization for similar services? ☐ Yes ☐ No

Would you award a contract to this firm again for similar services? ☐ Yes ☐ No

How would you rate the overall performance of the firm?

☐ Excellent ☐ Very Good ☐ Satisfactory ☐ Unsatisfactory

Comments: \_\_\_\_\_

\_\_\_\_\_

Name of Person Providing Information:

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Signature

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Company/Agency: \_\_\_\_\_ Date: \_\_\_\_\_



**ATTACHMENT "C"**

***Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion AD-1048  
Lower Tier Covered Transactions***

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal, civil, fraud, privacy, and other statutes may be applicable to the information provided.

***(Read instructions on page two before completing certification.)***

- A. The prospective lower tier participant certifies, by submission of this proposal, 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;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE(S)	DATE

*In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.*

*Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.*

*To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint \(https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer\)](https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.*

**ATTACHMENT "C"**  
**Instructions for Certification**

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**ATTACHMENT "D"**  
**CONFLICT OF INTEREST**

I HEREBY CERTIFY that

1. I (*printed name*) \_\_\_\_\_ am the (*title*) \_\_\_\_\_  
and the duly authorized representative of the firm of (*Firm Name*) \_\_\_\_\_  
whose address is \_\_\_\_\_, and that I possess the legal  
authority to make this affidavit on behalf of myself and the firm for which I am acting; and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,
3. The business nor any authorized representative or significant stakeholder of the business has been determined by judicial or administrative board action to be in noncompliance with or in violation of any provision/contract of the School Board of Seminole County, nor has any outstanding past due debt to the School Board of Seminole County, Florida; and
4. The School Board of Seminole County reserves the right to disqualify ITB's upon evidence of collusion with intent to defraud, or other illegal practices to include circumventing or manipulating the ITB process as required by law, upon the part of the Respondent(s), the School Board Professional Consultant(s) or any School Board employee(s) who may, or may not, be involved in developing ITB specifications and/or firm ITB schedules. Multiple ITB's from an individual, partnership, corporation, association (formal or informal); firm under the same or different names shall not be considered. Reasonable grounds for believing that a Respondent has interest in multiple proposals for the same work shall be cause for rejection of all proposals in which such Respondent is believed to have an interest in. Any and/or all proposals shall be rejected if there is any reason to believe that collusion exists among one or more of the Respondents, the School Board Professional Consultant(s) or School Board employees. Contractors involved in developing an ITB specification or Contractors with knowledge of ITB specifications prior to the advertisement shall be disqualified from participating in the ITB process.

EXCEPTIONS (List)

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

COUNTY OF \_\_\_\_\_ STATE OF \_\_\_\_\_

Sworn to and subscribed before me, by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC – STATE OF \_\_\_\_\_

Type or print name: \_\_\_\_\_

Commission No.: \_\_\_\_\_

Commission Expires \_\_\_\_\_ (Seal)

**ATTACHMENT "E"**  
**SCRUTINIZED COMPANY CERTIFICATION**

I hereby swear or affirm that as of the date below this company is not listed on a Scrutinized Companies list created pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes I further affirm that:

1. This company is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.
2. This Company does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
  - a. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
  - b. Have a material business relationship involving the supply of military equipment, or
  - c. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
  - d. Have been complicit in the genocidal campaign in Darfur.
3. This Company does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
  - a. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
  - b. Have made material investments with the effect of significantly enhancing Iran 's petroleum sector.
4. This Company is not engaged in business operations in Cuba or Syria.

VENDOR/COMPANY NAME:

\_\_\_\_\_

SIGNATURE and DATE:

\_\_\_\_\_

NAME AND TITLE:

\_\_\_\_\_

The scrutinized company list is maintained by the State Board of Administration and available at <http://www.sbafla.com/>

**ATTACHMENT "F"**  
**BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION**  
**(To be submitted with each bid or offer exceeding \$100,000)**

The undersigned company certifies to the best of his or her knowledge 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 Form to Report Lobbying," 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

The undersigned company certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

---

Company Name

---

Signature of Company's Authorized Official

---

Printed Name and Title of Company's Authorized Official

---

Date

**ATTACHMENT "G"**  
**EMERGENCY / STORM RELATED CATASTROPHE AGREEMENT**

Due to Acts of God, Acts of Terrorism or War, any vendors working with the School Board shall acknowledge and agree to the following terms and conditions. This will allow the School Board to obtain Federal funding if available.

**CONDITIONS FOR EMERGENCY / HURRICANE OR DISASTER**

It is hereby made a part of this Invitation to Bid that before, during and after a public emergency, disaster, hurricane, flood or acts of God that the municipal government, through the School Board, 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 School Board. Vendor/Contractor agrees to rent/sell/lease all goods and services to the School Board of Seminole County or other government entity as opposed to a private citizen, on a first priority basis. The School Board expects to pay a fair and reasonable price for all products in the event of a disaster, emergency or hurricane. Vendor/Contractor shall furnish a "24-hour" phone number in the event of such an emergency.

I hereby understand and agree to the above statement:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Company's Authorized Official

\_\_\_\_\_  
Printed Name and Title of Company's Authorized Official

\_\_\_\_\_  
Date

Emergency Telephone Number: \_\_\_\_\_

Home Telephone Number: \_\_\_\_\_

Cellular Phone Number: \_\_\_\_\_



**ATTACHMENT "H"**  
**BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS**  
*(Must be completed & submitted with each competitive solicitation)*

Name of Bidder: \_\_\_\_\_

Identify the state in which the Bidder has its principal place of business: \_\_\_\_\_

**Proceed as follow: IF your principal place of business above is located within the State of Florida, the Bidder must sign below and attach to your solicitation. No further action is required. IF your principal place of business is outside of the State of Florida the following must be completed by an attorney and returned with your solicitation. Failure to comply shall be considered to be non-responsive to this solicitation.**

**OPINION OF OUT-OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES**

*(To be completed by the Attorney for an Out-of-State Bidder)*

**NOTICE:** Section 287.084(2), Fla. Stat., provides that "a vendor whose principal place of business is outside this state must accompany any written Bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state [or political subdivision thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts." See also: Section 287.084(1), Fla. Stat.

**LEGAL OPINION ABOUT STATE BIDDING PREFERENCES**

*(Please Select One)*

\_\_\_\_\_ The Bidder's principal place of business is in the State of \_\_\_\_\_ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

\_\_\_\_\_ The Bidder's principal place of business is in the State of \_\_\_\_\_ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state: [Please describe applicable preference(s) and identify applicable state law(s)]:  
\_\_\_\_\_  
\_\_\_\_\_

**LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES**

*(Please Select One)*

\_\_\_\_\_ The Bidder's principal place of business is in the political subdivision of \_\_\_\_\_ and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.

\_\_\_\_\_ The Bidder's principal place of business is in the political subdivision of \_\_\_\_\_ and the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]:  
\_\_\_\_\_  
\_\_\_\_\_

Signature of out-of-state Bidder's attorney: \_\_\_\_\_

Printed name of out-of-state Bidder's attorney: \_\_\_\_\_

Address of out-of-state bidder's attorney: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number of out-of-state bidder's attorney: (\_\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

Email address of out-of-state bidder's attorney: \_\_\_\_\_

Attorney's states of bar admission: \_\_\_\_\_

Bidder's Printed Name: \_\_\_\_\_ Signature \_\_\_\_\_

**ATTACHMENT "I"**  
**CONFIDENTIAL MATERIALS, PERFORMANCE ND PAYMENT BOND, AUDITED FINANCIAL  
STATEMENTS, AND LITIGATION INFORMATION**

Confidential materials shall be submitted in this section – any materials that Respondent asserts as “trade secrets” shall be segregated, clearly labeled and accompanied by an executed Non-Disclosure Agreement for Confidential Materials (Attachment “I”) and provided in a separate envelope and/or flash drive.

- A. Financial Stability.** Each Respondent is required to submit documentation to demonstrate that their business is fiscally and operationally sound, with sufficient human and financial resources necessary to (1) fulfill the implicit and explicit contractual obligations identified in this solicitation and (2) provide the level of services required by the specifications that result from the solicitation process. **Respondent shall submit the following documentation with their submittal to avoid disqualification.**

**Respondents are required to submit the following checked items (if both 1 and 2 are checked then Respondent may submit either 1 or 2):**

☐ **1. Preferred Documentation:** Respondent shall provide a commitment letter from their surety with their submittal. Commitment letter shall:

- a. be written by a surety that (1) holds a certificate of authority authorizing it to write surety bonds in Florida with a minimum A.M. Best's Rating of "A-" (or industry equivalent),
- b. be on the surety's letterhead,
- c. be countersigned by a licensed Florida agent appointed by the surety, and
- d. state that the surety will provide a fidelity bond. The actual amount of the fidelity bond will be established during the negotiation phase.

The surety shall also maintain a current certificate of authority as an acceptable surety on Federal bonds in accordance with U.S. Department of Treasury Circular 570, current revision. If the amount of the bond exceeds the underwriting limitations set forth in Circular 570, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in Circular 570 and the surety shall provide evidence satisfactory to the Board that the amount in excess of the net retention is protected by co-insurance, reinsurance, or other methods in accordance with Treasury Circular 297, Revised September 1, 1978 (31 CFR Section 223.10, Section 223.11).

**IMPORTANT: The required value of the bond may increase or decrease during the negotiation phase and/or contract term if the contract value changes. SBSC shall determine the actual amount of the bond, based upon the final specifications agreed in the award.** Surety will be required to provide fidelity bond through a licensed Florida agent within ten (10) days after the Board's approval of the final agreement.

☐ **2. Substitute Documentation:** Audited Financial Statements

- a. Submit the Respondent's two (2) most recent fiscal years' complete, audited Financial Statements, including income statement, balance sheet, statement of owner's equity, statement of cash flows, management analysis and discussion, and financial notes sections.
- b. Provide the name, title, address and phone number of the financial officer of the Respondent responsible for providing this information.
- c. The Respondent's audited financial statements will be evaluated by the District's Chief Financial Officer(s) and/or designee(s) to determine the Respondent's ability to meet the implicit and explicit contractual obligations identified in this solicitation and provide the level of services required by the specifications that result from the solicitation process.

☒ **3. No Financial Documentation Required.**

- B. Pending Litigation Disclosure.** Each respondent is required to provide disclosure of any current or pending litigation on the Respondent's letterhead. Respondent shall disclose any material changes in the business operations of the Respondent, including without limitation any pending bankruptcy proceedings, bankruptcies, receiverships, mergers, acquisitions, stock acquisitions or spin-offs which have occurred within the last three (3) years and any material pending or threatened litigation. If appropriate, discuss the impact of these changes on the Respondent's financial or managerial ability to perform the noted tasks under this Contract.

**EXHIBIT "A"**  
**SCOPE OF WORK**

**Attached hereto.**

**PURPOSE**

The purpose of this solicitations is to establish licensed Contractor(s), who have been in business for a minimum of five (5) consecutive years, for the inspection and servicing of Fire Extinguishing Systems for the School Board of Seminole County (SBSC). Contractor shall furnish / supply all labor, materials, supplies, test equipment, and supervision as stated herein. Pricing shall be submitted on the pricing schedule attached to this document and shall be in the form of bid line-item prices, standard, and after-hours hourly rates.

This is an indefinite quantity contract with no guarantee of a volume of services that may be required. The SBSC will issue purchase orders on an as "needed" basis and does not guarantee a minimum or maximum dollar amount to be expended on any contract resulting from this procurement item. SBSC reserves the right to make awards on a lowest price basis by individual item, group of items, all or none, or a combination; with one or more Contractors; to reject all offers or waive any minor irregularity or technicality in bids received.

1. **INSPECTIONS** - All services performed under the terms of this agreement shall comply with the regulations of the State Fire Marshal and the Department of Education, State of Florida, as they pertain to fire extinguishers & chemical extinguishing systems. Guidelines established by the NFPA shall be followed during the inspection. Automatic extinguisher systems shall be inspected and/or serviced on a 6-month schedule. Fusible links shall be replaced semiannually. The links must bear a current date.
2. **PERFORMANCE** - Contractor will complete all inspections during the year. Contractor shall not sub-contract to another firm or individual without prior written authorization from SBSC Facilities Services Fire Inspector.
3. **MANPOWER, EQUIPEMENT & SUPPLIES** – Contractor shall furnish labor, equipment, and materials needed to inspect and perform required service, including maintenance, recharging, and repairs, when needed on all fire extinguishers and chemical extinguishing systems within the district. SBSC Maintenance Department will supply a list, monthly, of facilities needing fire extinguisher and chemical extinguishing system services.
4. **REMOVAL OF EXTINGUISHER** – A working extinguisher with a current inspection tag must be furnished, at no cost, in the event any unit is removed for servicing from a facility. A list of removed extinguishers shall be given to the facility Supervisor or Principal showing the serial number and model number of each unit removed.
5. **MATERIALS** – Material quality is expected to be commercial grade. All materials used shall be billed at Contractors net cost plus the percentage amount as bid.
6. **HOURLY LABOR RATE** – Labor shall include full labor compensation and only apply to parts not listed on the Price Schedule.
7. **REPAIR TIME** – 36 hours (thirty-six hours exclusive of weekends) shall be allowed for repairing and recharging an extinguisher after notification that a unit needs attention.
8. **SERVICE TIME** – Contractor shall respond to all non-annual service requests within 24 hours.
9. **SERVICE REPORTING** – Contractor shall submit a list weekly of any service performed for that week. This list shall include the location and date of service completed. Contractor shall list each fire extinguisher and room number on the field report at the time of extinguisher recertification and provide copy of field report with invoice.
10. **TAGGING AND LABELING** – Contractor shall ensure that all fire extinguishers are of the proper rating and that these are properly installed and marked as per the NFPA & Florida Administrative Code 69A-21.
11. **RECORD OF SERVICE** – Contractor shall maintain records, which identify fire extinguishers recharged, or pressure tested, during the period of this agreement. It shall be the responsibility of the Contractor to make follow up calls as often as necessary to perform the required service. Any costs regarding the Fire Marshal's permanent record shall be included in the proposal price.
12. **QUANTITIES** – The quantities shown in the Price Schedule are estimates only. The actual quantities may fluctuate.
13. **SIGN IN/SIGN OUT**- The Awarded bidder's personnel shall be required to sing-in and sign-out at each district office/school office upon arrival. Contact information will be provided after award.

**EXHIBIT "B"**  
**PRICE SCHEDULE**

**Attached hereto.**

Price schedule will be uploaded as a separate document.

All pricing shall be quoted FOB inside delivery to Seminole County Florida unless otherwise indicated and all items shall meet or exceed the Specifications/Scope of Work under Section III of this solicitation. Please refer to Section I, subsection 30, if bidding alternatives.

Bidder's Signature: \_\_\_\_\_ Printed Name/Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

**EXHIBIT "C"**  
**REPORT OF UNSATISFACTORY MATERIALS AND/OR SERVICE**

**SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA**  
**PURCHASING AND DISTRIBUTION SERVICES DEPARTMENT**  
400 East Lake Mary Boulevard  
Sanford, Florida 32773  
**REPORT OF UNSATISFACTORY**  
**MATERIALS AND/OR SERVICE**

Purchase Order No.	Bid No.:
Vendor Name:	User School/Dept.:
Address:	Prepared by:
City, State, Zip:	Date:
Telephone No.:	Principal/Dept. Head Signature:

STATEMENT OF PROBLEM: (Specifics of Unsatisfactory Materials or Service)
<i>Attach supporting documentation</i>

*Use reverse side or attachments if necessary*

Vendor's Response to Complaint
--------------------------------

**To Above Referenced Vendor:** The above complaint has been submitted by a Seminole County school and/or department. In the space below (or via attachment), kindly respond within 10 days. Failure to respond, or an unsatisfactory response, could result in withholding payment on your invoice, termination of contract, or could be cause for disqualification from future bidding with the School Board of Seminole County.

Response:

Vendor Representative:	Signature:
	Date:
Title:	Telephone No:

**ATTACHMENT "K"**

**DELIVERY OF BIDS**

When instructed proposals shall be sealed and delivered or mailed to:

The School Board of Seminole County, Florida  
Purchasing and Distribution Services  
400 East Lake Mary Boulevard  
Sanford, Florida 32773

Please cut out below and place on outermost packaging of bid proposal.

<b>* DO NOT OPEN * SEALED BID * DO NOT OPEN *</b>	
COMPANY NAME: _____	
CONTACT NAME: _____	
ADDRESS: _____	
EMAIL: _____	PHONE: _____
SEALED BID NUMBER: <b>ITB 22230015B-AS</b>	
BID TITLE:	<b>Fire Extinguishing Systems Inspections and Servicing</b>
BID DUE ON:	<b>October 13, 2022, at 3:00 P.M. EST</b>
Deliver to:	The School Board of Seminole County, Florida Purchasing and Distribution Services 400 East Lake Mary Boulevard Sanford, Florida 32773
<b>* DO NOT OPEN * SEALED PROPOSAL * DO NOT OPEN *</b>	

**Note:** SCPS may ask the selected Bidder to supply one hard copy set with original, written signatures and original compliance forms, prior to the contract execution only if instructed to by the Purchasing Department. All proposals must be received and accepted in the Vendorlink portal, [www.myvendorlink.com](http://www.myvendorlink.com) before the ITB Closing Date and Time to be considered.





**SEMINOLE COUNTY  
PUBLIC SCHOOLS**

SERITA D. BEAMON  
*Superintendent*

**Educational Support Center**  
400 East Lake Mary Boulevard  
Sanford, Florida 32773-7127  
Phone: (407) 320-0000  
Fax: (407) 320-0281

*Gregory Long, MBA, C.P.M.,  
CPM, CPPO  
Director*  
Purchasing & Distribution  
Services Department  
Phone: 407.320.0243  
Fax: 407.320.0474



Visit Our Web Site  
[www.scps.us](http://www.scps.us)

November 17, 2022

Sent Via Email: [daniel@allfloridafire.com](mailto:daniel@allfloridafire.com)

Daniel Beauchense  
All Florida Fire Equipment  
3200 62<sup>nd</sup> Avenue N.  
St. Petersburg, FL 33702

SUBJECT: Bid Award - # 22230015B-AS – Fire Extinguishing Systems Inspections  
& Servicing

Dear Mr. Beauchense

Congratulations, we are pleased to notify you that the School Board at its meeting of November 15, 2022, confirmed the recommendation of the Evaluation Committee and awarded the above-mentioned bid to your company as outlined on the attached tabulation sheet. The term of the agreement is from November 15, 2022, to November 14, 2025, with a one (1) two-year renewal contingent upon agreement by all parties and approval of the Director of Purchasing and Distribution Services. Purchase orders will be issued under the terms of the bid for individual products and/or services as needed during the term of this agreement.

Pursuant to the general terms and conditions section regarding Contractor's Employee's Background Check, your employees and contractors must be cleared prior to commencement of work. The District has created a Steps to become a Vendor/Contractor/Sub-Contractor packet (attached) that includes the Vendor Application and instructions for the fingerprinting process. If you are a new Vendor it is important that you complete the Vendor Application Form as soon as possible, so you can be added to the District's financial system. This information can also be found on the Purchasing Department website at the following link:

<https://www.scps.k12.fl.us/district/departments/purchasing/vendor-info/>

The Steps to become a Vendor/Contractor/Sub-Contractor can be downloaded from the following link:

<https://www.scps.k12.fl.us/core/fileparse.php/1410/urlt/Fingerprinting-Procedures-for-New-Vendors-Contractors-and-Sub-Contractors.pdf>.

You are also required to maintain insurance as specified in the agreement. **Please forward a current certificate of insurance prior to commencement of work to [riskmgmt@scps.k12.fl.us](mailto:riskmgmt@scps.k12.fl.us).**

We look forward to doing business together. Alfonso Segura, Procurement Agent II will be your point of contact and can be reached at 407.320.0240 or email [seguraaz@scps.k12.fl.us](mailto:seguraaz@scps.k12.fl.us)

Sincerely,

Gregory Long  
Director, Purchasing & Distribution Services

Attachments:  
Board Recommendation, Tabulation, and  
Steps to become a Vendor/Contractor/Sub-Contractor packet



**ACTION ITEM -- BID AWARD: 22230015B-AS - FIRE EXTINGUISHING  
SYSTEMS INSPECTIONS AND SERVICING**

**1. Superintendent's Recommendation:**

That the School Board of Seminole County approve the recommendation of the evaluation committee to award Invitation to Bid #22230015B-AS for Fire Extinguishing Systems Inspections and Servicing to All Florida Fire Equipment.

**2. Background/Analysis:**

This Invitation to Bid is for a three-year price agreement, with an optional two-year extension, to provide fire extinguishing systems inspections and servicing throughout the District. This includes all fire extinguishers at facilities throughout the district, as well as the hood extinguishing systems located in our commercial kitchens. Three responses were received for this solicitation. The evaluation committee examined these responses and recommends award to the lowest responsive and responsible proposer, All Florida Fire Equipment.

**Term:** November 15, 2022 through November 14, 2025 with an optional two-year extension

**Evaluation Committee:** Chris Breese, Kim Dove, Alfonso Segura

**Supplier:** All Florida Fire Equipment, St. Petersburg, Florida

**Reference:** FAC 6A-1.012(9)

**Cost Center Contact:** Director of Facilities Services, Kim Dove, 407-320-7495

**Posted:** October 24, 2022 - Notice of Intent to Award

**3. Fiscal Impact:**

General Fund - 150,000/year estimated

**4. Prepared by:**

Gregory Long, Director of Purchasing & Distribution

**5. Board Meeting Date 11/15/2022**

**ATTACHMENTS:**

- NOI+Award Summary-Tab - 22230015B-AS (PDF)

<b>RESULT:</b>	<b>APPROVED BY CONSENT VOTE [UNANIMOUS]</b>
<b>MOVER:</b>	Karen Almond, Board Member
<b>SECONDER:</b>	Tina Calderone, Board Member
<b>AYES:</b>	Pennock, Sanchez, Almond, Calderone, Kraus



SERITA D. BEAMON  
*Superintendent*

**Educational Support Center**  
400 East Lake Mary Boulevard  
Sanford, Florida 32773-7127  
Phone: (407) 320-0000  
Fax: (407) 320-0281

*Gregory A. Long, MBA, CPPO,  
C.P.M.,  
Director*  
Purchasing & Distribution  
Services Department  
Phone: 407.320.0243  
Fax: 407.320.0474

October 24, 2022

**NOTICE OF INTENDED DECISION  
22230015B-AS  
Fire Extinguishing Systems Inspections and Servicing**

The Purchasing and Distribution Services Department hereby notifies all firms of an intended decision regarding the award of the above mentioned solicitation as outlined below or attached.

Failure to file a protest within 72 hours of posting, 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 proceedings under chapter 120, Florida Statutes.

Please contact Alfonso Segura, Procurement Agent II at 407-320-0240 or by email at [seguraaz@scps.k12.fl.us](mailto:seguraaz@scps.k12.fl.us) if you should have any questions. Thank you for your continued interest in the School District of Seminole County, Florida.


Sincerely,


Gregory A. Long  
Director, Purchasing & Distribution Services

Attachment:  
22230015B-AS - Award Summary and Tabulation Sheet



Visit Our Web Site  
[www.scps.us](http://www.scps.us)

<div>  <div> <b>TABSHEET</b>  <b>ITB 22230015B-AS</b>  <b>Fire Extinguishing Systems Inspections &amp; Servicing</b>  <b>October 13, 2022 at 3:00 PM</b>  <b>Opened by: Alfonso Segura - Witnessed by: Johnathan Morales</b>  <b>This is the tabsheet showing award recommendation</b>  <b>pending Board Approval on November 15, 2022</b> </div> </div>			Advanced Fire Equipment of Central Florida 115 S. Laurel Avenue Sanford, FL 32771 Katie Noland (407) 324-8303 afe@fire@aol.com		All Florida Fire Equipment 3200 62nd Avenue N St. Petersburg, FL 33702 Daniel Beauchesne (727) 525-5950 Daniel@allfloridafire.com		DynaFire, LLC 109 B. Concord Drive Casselberry, FL 32707 Sean Joyce sean.joyce@dynafire.com			
Item #	Description	Est. Qty.	Price Each	Extended	Price Each	Extended	Price Each	Extended		
1	Annual Inspection of portable Fire Extinguishers	6000	\$ 6.00	\$ 36,000.00	\$ 12.00	\$ 72,000.00	\$ 2.50	\$ 15,000.00		
2	Recharge ABC and K Fire Extinguishers									
a	2 1/2 #	50	\$0.00 (Included)		\$0.00 (Included)		NB			
b	4#	25	\$0.00 (Included)		\$0.00 (Included)		NB			
c	5-6#	50	\$ 16.00	\$ 800.00	\$0.00 (Included)		NB			
d	10#	25	\$ 18.00	\$ 450.00	\$0.00 (Included)		NB			
e	20#	25	\$ 18.00	\$ 450.00	\$0.00 (Included)		NB			
3	Recharge BC Fire Extinguishers includes tag & seal									
a	4-6#	20	\$0.00 (Included)		\$0.00 (Included)		NB			
b	10#	20	\$0.00 (Included)		\$0.00 (Included)		NB			
c	20#	50	\$0.00 (Included)		\$0.00 (Included)		NB			
4	Recharge CO2 Fire Extinguisher includes tag & seal									
a	5#	10	\$ 20.00	\$ 200.00	\$0.00 (Included)		NB			
b	10#	10	\$ 25.00	\$ 250.00	\$0.00 (Included)		NB			
c	15#	25	\$ 30.00	\$ 750.00	\$0.00 (Included)		NB			
d	20#	25	\$ 35.00	\$ 875.00	\$0.00 (Included)		NB			
5	Six year maintenance on ABC and BC Fire Extinguishers									
a	2.5#	25	\$0.00 (Included)		\$0.00 (Included)	\$ 70.00	\$ 1,750.00			
b	5-6#	100	\$ 16.00	\$ 1,600.00	\$0.00 (Included)	\$ 85.00	\$ 8,500.00			
c	10#	900	\$ 18.00	\$ 16,200.00	\$0.00 (Included)	\$ 100.00	\$ 90,000.00			
d	20#	100	\$ 18.00	\$ 1,800.00	\$0.00 (Included)	\$ 205.00	\$ 20,500.00			
6	Hydro test of ABC and BC Fire Extinguishers									
a	2.5#	10	\$0.00 (Included)		\$0.00 (Included)	\$ 70.00	\$ 700.00			
b	5-6#	50	\$ 25.00	\$ 1,250.00	\$0.00 (Included)	\$ 85.00	\$ 4,250.00			
c	10#	500	\$ 25.00	\$ 12,500.00	\$0.00 (Included)	\$ 100.00	\$ 50,000.00			
d	20#	50	\$ 25.00	\$ 1,250.00	\$0.00 (Included)	\$ 205.00	\$ 10,250.00			
7	Hydro test of Class K Fire Extinguishers									
a	2.5#	10	\$0.00 (Included)		\$0.00 (Included)	\$ 100.00	\$ 1,000.00			
b	5#	10	\$0.00 (Included)		\$0.00 (Included)	\$ 150.00	\$ 1,500.00			
c	10#	10	\$ 95.00	\$ 950.00	\$0.00 (Included)	\$ 185.00	\$ 1,850.00			
d	20#	10	\$0.00 (Included)		\$0.00 (Included)	\$ 295.00	\$ 2,950.00			
8	Parts & Equipment									
a	Hoses	25	\$ 2.00	\$ 50.00	\$0.00 (Included)	\$ 45.00	\$ 1,125.00			
b	Gauges, ABC	25	\$ 2.00	\$ 50.00	\$0.00 (Included)	\$ 19.00	\$ 475.00			
c	Gauges, Halon	25	\$0.00 (Included)		\$0.00 (Included)	\$ 21.00	\$ 525.00			
d	Nozzles, ABC	10	\$0.00 (Included)		\$0.00 (Included)	\$ 35.00	\$ 350.00			
e	Nozzles, Halon	10	\$0.00 (Included)		\$0.00 (Included)	\$ 75.00	\$ 750.00			
f	Pull pin	100	\$ 2.00	\$ 200.00	\$0.00 (Included)	\$ 3.50	\$ 350.00			
g	Horn	10	\$ 2.00	\$ 20.00	\$0.00 (Included)	\$ 65.00	\$ 650.00			
l	Handle	10	\$0.00 (Included)		\$0.00 (Included)	\$ 35.00	\$ 350.00			
m	Valve stem	125	\$ 2.00	\$ 250.00	\$0.00 (Included)	\$ 15.25	\$ 1,906.25			
n	Wall bracket	50	\$ 3.00	\$ 150.00	\$0.00 (Included)	\$ 9.00	\$ 450.00			
<b>Total Upper Section</b>				\$ 76,045.00		\$ 72,000.00		\$ 215,181.25		

<div><div><b>TABSHEET</b> <b>ITB 22230015B-AS</b> <b>Fire Extinguishing Systems Inspections &amp; Servicing</b> <b>October 13, 2022 at 3:00 PM</b> <b>Opened by: Alfonso Segura - Witnessed by: Johnathan Morales</b> <b>This is the tabsheet showing award recommendation</b> <b>pending Board Approval on November 15, 2022</b></div></div>			Advanced Fire Equipment of Central Florida 115 S. Laurel Avenue Sanford, FL 32771 Katie Noland (407) 324-8303 afe@fire@aol.com		All Florida Fire Equipment 3200 62nd Avenue N St. Petersburg, FL 33702 Daniel Beauchesne (727) 525-5950 Daniel@allfloridafire.com		DynaFire, LLC 109 B. Concord Drive Casselberry, FL 32707 Sean Joyce sean.joyce@dynafire.com				
					Reccommended Award						
9	Wet chemical system repair parts										
a	Storage tank - 1 1/2 gallons	5	\$ 220.00	\$ 1,100.00	\$ 220.00	\$ 1,100.00	NB				
b	Storage tank - 3 gallon	5	\$ 295.00	\$ 1,475.00	\$ 300.00	\$ 1,500.00	NB				
c	Nozzle blow off caps - rubber	300	\$ 2.00	\$ 600.00	\$0.00 (Included)	\$ 12.00	\$ 3,600.00				
d	Nozzle blow off caps - metal	10	\$ 3.00	\$ 30.00	\$0.00 (Included)	\$ 19.00	\$ 190.00				
e	Detectors	1	\$0.00 (Included)		\$0.00 (Included)	\$0.00 (Included)					
f	Cartridges - Ansul	10	\$ 180.00	\$ 1,800.00	\$ 300.00	\$ 3,000.00	\$ 240.00	\$ 2,400.00			
g	Fusible links	200	\$ 14.00	\$ 2,800.00	\$0.00 (Included)	\$ 22.00	\$ 4,400.00				
h	Corner elbows	10	\$ 10.00	\$ 100.00	\$0.00 (Included)	\$ 25.00	\$ 250.00				
10	Additional equipment										
a	Remote manual pull station	1	\$ 80.00	\$ 80.00	\$ 150.00	\$ 150.00	\$ 155.00	\$ 155.00			
b	Mechanical gas valve	1	\$ 280.00	\$ 280.00	\$ 400.00	\$ 400.00	\$ 935.00	\$ 935.00			
c	Electrical gas valve	1	\$ 175.00	\$ 175.00	\$ 600.00	\$ 600.00	\$ 895.00	\$ 895.00			
d	Pressure switch	1	\$0.00 (Included)		\$0.00 (Included)		NB				
e	Electrical switch for automatic equipment	1	\$ 50.00	\$ 50.00	\$ 20.00	\$ 20.00	NB				
f	Gas line shut off	1	\$0.00 (Included)		\$0.00 (Included)		NB				
11	New Fire Extinguishers										
a	ABC 2.5#	10	\$ 37.00	\$ 370.00	\$ 30.00	\$ 300.00	\$ 70.00	\$ 700.00			
b	ABC 4#	10	\$0.00 (Included)		\$ 45.00	\$ 450.00	\$ 90.00	\$ 900.00			
c	ABC 5-6#	10	\$ 59.00	\$ 590.00	\$ 45.00	\$ 450.00	\$ 90.00	\$ 900.00			
d	ABC 10#	10	\$ 94.00	\$ 940.00	\$ 60.00	\$ 600.00	\$ 100.00	\$ 1,000.00			
e	ABC 20#	10	\$ 170.00	\$ 1,700.00	\$ 120.00	\$ 1,200.00	\$ 205.00	\$ 2,050.00			
f	BC 4#	10	\$0.00 (Included)		\$ 40.00	\$ 400.00	\$ 60.00	\$ 600.00			
g	BC 5#	10	\$0.00 (Included)		\$ 40.00	\$ 400.00	\$ 70.00	\$ 700.00			
h	BC 10#	10	\$0.00 (Included)		\$ 60.00	\$ 600.00	\$ 230.00	\$ 2,300.00			
i	BC 20#	10	\$0.00 (Included)		\$ 120.00	\$ 1,200.00	\$ 350.00	\$ 3,500.00			
j	CO2 4#	10	\$0.00 (Included)		\$0.00 (Included)		\$ 160.00	\$ 1,600.00			
k	CO2 5#	10	\$ 260.00	\$ 2,600.00	\$ 150.00	\$ 1,500.00	\$ 160.00	\$ 1,600.00			
l	CO2 10#	10	\$ 380.00	\$ 3,800.00	\$ 200.00	\$ 2,000.00	\$ 240.00	\$ 2,400.00			
m	CO2 20#	10	\$ 520.00	\$ 5,200.00	\$ 280.00	\$ 2,800.00	\$ 310.00	\$ 3,100.00			
n	Class K - 2.5#	10	\$ 190.00	\$ 1,900.00	\$ 230.00	\$ 2,300.00	\$ 325.00	\$ 3,250.00			
12	Fire System Inspection and Certification		63	\$ 150.00	\$ 9,450.00	\$ 300.00	\$ 18,900.00	\$ 250.00	\$ 15,750.00		
13	System Cylinder Hydro Test										
a	Ansul R102	36	\$ 150.00	\$ 5,400.00	\$0.00 (Included)	\$ 125.00	\$ 4,500.00				
b	Kidde 25 & 50		\$0.00 (Included)		\$0.00 (Included)	\$ 125.00	\$ -				
c	Pyro Chem	22	\$ 50.00	\$ 1,100.00	\$0.00 (Included)	\$ 145.00	\$ 3,190.00				
d	Range Guard		\$0.00 (Included)		\$0.00 (Included)	\$ 155.00	\$ -				
14	Recharge System Cylinder										
a	Ansul 1.5		\$ 150.00	\$ -	\$ 300.00	\$ -	\$ 455.00	\$ -			
b	Ansul 3.0		\$ 150.00	\$ -	\$ 500.00	\$ -	\$ 515.00	\$ -			
c	Kidde 25 & 50		\$0.00 (Included)		\$0.00 (Included)	\$ 625.00	\$ -				
d	Pyro Chem		\$ 150.00	\$ -	\$ 500.00	\$ -	\$ 385.00	\$ -			
e	Range Guard		\$0.00 (Included)		\$ 500.00	\$ -	\$ 445.00	\$ -			
Normal Business Hours (7:00 AM to 3:30 PM Repair Cost		Per Hour	\$ 75.00		\$ 90.00		\$ 125.00				
After Business Hours (3:30 PM to 7:00 AM Repair Cost		Per Hour	\$ 95.00		\$ 120.00		\$ 150.00				
Parts Markup		Percent	40%		30%		10%				
Total Lower Section			\$ 41,540.00		\$ 39,870.00		\$ 60,865.00				
Total All Sections			\$ 117,585.00		\$ 111,870.00		\$ 276,046.25				
Bid Tabulation, Recommendation and Protest: Bid tabulations with award recommendations are posted to the third party provider links located on the SCPS Purchasing & Distribution Services website at "https://www.scps.k12.fl.us/district/departments/purchasing/comp-solicitations-contracts/index.shtml". Failure to file a protest within the time prescribed in Section 120.57(3) Florida Statutes will constitute a waiver of proceedings under Chapter 120 Florida Statutes and School Board Rules. Bid tabulations or recommendations will be distributed through established bid distribution services and posted to the district's Purchasing website. Notices will not be automatically mailed. I hereby certify that the prices and bidders reflected herein are valid, and have been received in compliance to Seminole County School Board Rules and Florida Law. I hereby certify that the prices and bidders reflected herein are valid, and have been received in compliance to Seminole County School Board Rules and Florida Law. Gregory Long Director of Purchasing											



## DEPARTMENT OF PURCHASING AND CONTRACTS

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

HERNANDO COUNTY, has a desire to enter into a Cooperative Purchase Agreement (Piggyback) for your company to provide Fire Extinguisher and Range Hood Fire Suppression System Inspection, Repair and Certification in Hernando County. Under the same terms and conditions as the Agreement between Seminole County Public School, Florida, 400 East Lake Mary Boulevard, Sanford, FL and All Florida Fire Equipment., 3200 62<sup>nd</sup> Ave N., St Petersburg, FL 33702 dated November 15, 2022 with a Contract period of thirty-six (36) months from date of award and renewal clause of one (1) additional two (2) year period, which contract resulted from a competitive Bid. Hernando County Purchasing and Contracts, has reviewed the Contract and Bid results and agrees to the terms and conditions and further agrees that proposed pricing is fair and reasonable. All Florida Fire Equipment hereby agrees to provide such services and prices to Hernando County under the same price(s), terms and conditions as the referenced Contract between All Florida Fire Equipment and Seminole County Public School, Florida. All references in the Contract between All Florida Fire Equipment and Seminole County Public School, Florida, shall be assumed to pertain to, and are binding upon All Florida Fire Equipment and Hernando County.

Estimated Annual Spend: \$32,160.00  
Hernando County File No: 23-P00087  
Originating Contract No: 22230015B-AS

Agreed, accepted, and consented to this, the last date hereunder.

All Florida Fire Equipment

HERNANDO COUNTY:

  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

Name: Daniel A Beauchense

Name: Toni Brady

Title: Director of Operations

Title: Chief Procurement Officer

Date: 04/17/2023

Date: \_\_\_\_\_



ATTEST:  \_\_\_\_\_

ATTEST: \_\_\_\_\_



## Board of County Commissioners

### AGENDA ITEM

Meeting: 05/09/2023  
Department: Procurement Department  
Prepared By: Fran Hallet  
Initiator: Toni Brady  
DOC ID: 12153  
Legal Request Number:  
Bid/Contract Number: 23-P00012F

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#### TITLE

Utilization of Sourcewell Contract With Rain Drop Products, LLC, for Purchase of Splash Park Equipment at Anderson Snow Park (Contract No. 23-P000012F; Amount: \$450,580.33)

#### BRIEF OVERVIEW

On April 6, 2023, Hernando County Parks and Recreation requested piggyback of Sourcewell Contract 010521 RDP, to provide equipment, products, and services with a contract expiration of February 17, 2025, the Contract provides for one (1) additional one (1) year renewal period.

Hernando County Parks and Recreation currently has no equipment, products, and services contract and requests piggyback approval to utilize Sourcewell Contract 010521 RDP with Rain Drop Products for purchase Splash Park equipment for Hernando County Parks and Recreation.

Hernando County Procurement Department has assigned No. 23-P00012F to this Contract for tracking purposes.

The Chief Procurement Officer has reviewed this requirement for conformance to Procurement Ordinance and Purchasing Policies and Procedures.

#### FINANCIAL IMPACT

Funding is available in Hernando County Parks and Recreation. Purchase will only be made against available department budgets. Funds are budgeted in Account No. 3342-04542-5303101 and Account No. 3344-04544-5303101.

#### LEGAL NOTE

The Board has the authority to take the recommended action on this item pursuant to Chapter 125, Florida Statutes.

#### RECOMMENDATION

It is recommended the Board approve the utilization of Sourcewell Contract 010521 RDP with Rain Drop Products for this one-time purchase, in the estimated spend amount of \$450,580.33. It is further recommended the Board approve the Chief Procurement Officer (CPO) to approve change orders as they become necessary and required up to annual budgeted amounts.

#### REVIEW PROCESS

Christopher Linsbeck	Approved	04/17/2023 2:50 PM
Carla Rossiter-Smith	Approved	04/22/2023 7:22 AM
Toni Brady	Approved	04/25/2023 10:45 AM
Pamela Hare	Approved	04/25/2023 1:02 PM
Victoria Anderson	Approved	04/25/2023 5:05 PM

Heidi Kurppe	Approved	04/26/2023	4:19 PM
Scott Herring	Approved	04/26/2023	5:13 PM
Jeffrey Rogers	Approved	04/28/2023	3:32 PM
Colleen Conko	Approved	05/01/2023	10:10 AM



## Board of County Commissioners

Meeting: 01/29/19 09:00 AM  
Department: Purchasing & Contracts  
Prepared By: Diane Kafrissen

### AGENDA ITEM

Initiator: James Wunderle

DOC ID: 15271

Legal Request Number:

Bid/Contract Number:

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#### TITLE

Utilization of Contracts and Agreements With Sourcewell Previously Known as National Joint Powers Alliance

#### BRIEF OVERVIEW

On September 19, 2017 Purchasing and Contracts Department obtained Board use approval to piggy-back nationally awarded contracts of National Joint Powers Alliance (NJPA), Doc. Id. No. 13525.

On May 15, 2018 the NJPA Board of Directors voted to approve changing the organization's name from: National Joint Powers Alliance (NJPA) to Sourcewell. Sourcewell recognized the Memberships, Contracts and Agreements entered into with NJPA as valid and on-going.

Hernando County Purchasing and Contracts would like authorization from the Board of County Commissioners on-going use approval of the Sourcewell Contracts and Agreements annually. Multiple departments will be utilizing these contracts and agreements.

#### FINANCIAL IMPACT

Funds will be available from various Hernando County Departments as FY funding is budgeted and not to exceed budgeted line item amounts. Department purchases can only be performed with available department budgets.

#### LEGAL NOTE

In accordance with Part II, Chapter 2, Article V of the Hernando County Code of Ordinances.

#### RECOMMENDATION

Staff recommends use approval for Hernando County Purchasing and Contracts Department for all current and future Sourcewell Contracts and Agreements for County-wide department use. Use approval will be on-going until terminated.

It is understood that purchases under \$35,000.00 (the Advertised Bid Requirement-ABR) will be performed by the Chief Procurement Officer. Any County department purchase request that exceeds the ABR, will be brought to the Board as an Agenda

Item for Purchase Approval against the Sourcewell Contact.

## REVIEW PROCESS

James Wunderle	Completed	01/16/2019 3:44 PM
Michelle Bishop	Completed	01/18/2019 10:28 AM
George Zoettlein	Completed	01/18/2019 11:12 AM
Sue Bishop	Completed	01/22/2019 3:24 PM
Maureen Sikora	Completed	01/22/2019 3:34 PM
Jenine Wimer	Completed	01/24/2019 8:56 AM
Leonard Sossamon	Completed	01/24/2019 10:31 AM
Tina Duenninger	Completed	01/24/2019 2:55 PM
Board of County Commissioners	Completed	01/29/2019 9:00 AM

**RESULT:**       **ADOPTED BY CONSENT VOTE [UNANIMOUS]**

**MOVER:**       Steve Champion, Commissioner

**SECONDER:** Wayne Dukes, Commissioner

**AYES:**       Holcomb, Mitten, Allocco, Champion, Dukes

**Solicitation Number: RFP #010521****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Rain Drop Products LLC, 2121 Cottage Street, Ashland, OH 44805 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Playground and Water Play Equipment with Related Accessories and Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires February 17, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.



All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

## **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their



respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

## **11. LIABILITY**

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

## **12. GOVERNMENT DATA PRACTICES**

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

## **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
  - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
  - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
  - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

## 15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

## 16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government.



The following list only applies when a Participating Entity accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be 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. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award 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). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have 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. Vendors must 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. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

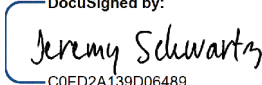
K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors 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 C.F.R. § 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.

## 22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

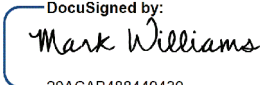
Sourcewell

DocuSigned by:  
  
C0FD2A139D06489...

By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Director of Operations &  
Procurement/CPO

Date: 2/15/2021 | 10:30 PM CST


Rain Drop Products LLC

DocuSigned by:  
  
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By: \_\_\_\_\_  
Mark Williams  
Title: President/CEO

Date: 2/18/2021 | 9:49 AM CST

Approved:

DocuSigned by:  
  
7E42B8F817A64CC...

By: \_\_\_\_\_  
Chad Coauette  
Title: Executive Director/CEO

Date: 2/18/2021 | 9:50 AM CST

# RFP 010521 - Playground and Water Play Equipment with Related Accessories and Services

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## Vendor Details

Company Name: Raindrop Products LLC  
Address: 2121 Cottage Street  
Ashland, Ohio 44805  
Contact: Greg Holt  
Email: gholt@rain-drop.com  
Phone: 419-207-1229 22  
HST#: 34-1904609

## Submission Details

Created On: Wednesday November 11, 2020 13:22:58  
Submitted On: Tuesday January 05, 2021 12:46:52  
Submitted By: Greg Holt  
Email: gholt@rain-drop.com  
Transaction #: e52e0409-2098-47c6-bbbe-62139e3f7e94  
Submitter's IP Address: 24.154.167.39

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Rain Drop Products LLC	*
2	Proposer Address:	2121 Cottage Street Ashland, Ohio 44805	*
3	Proposer website address:	www.rain-drop.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Mark Williams, President / CEO, 2121 Cottage Street, Ashland, Ohio 44805, mwilliams@rain-drop.com, 419-207-1229 ext. 10 - mobile 614-506-1221	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Greg Holt, National Sales Manager, 2121 Cottage Street, Ashland, Ohio 44805, gholt@rain-drop.com, 419-207-1229 ext. 22	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jody Radcliffe, Inside Sales Manager, 2121 Cottage Street, Ashland, Ohio 44805, jradcliffe@rain-drop.com, 419-207-1229 ext. 52	

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *	
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>40 Years ago, Gary Zuercher founded Rain Drop Products with the introduction of the Rain Drop Fountain (or "Mushroom" as it is commonly known). Mr. Zuercher is widely regarded as the "father of children's aquatic play" and because of his many innovations in this industry was honored as one of the first inductees into the World Waterpark Hall of Fame. To this day, Mr. Zuercher remains a friend and advisor of the company. Today, Rain Drop Products is the largest United States based manufacturer of splash pads, spray parks, slides, zero depth play features, water play structures and decorative fountains. In our 40-year history, we have installed thousands of projects in all corners of the world. While we are very proud of our history, we are more gratified with our on-going efforts to transform the traditional children's aquatic play experience. Guided by a company mantra of "Maximizing the sensory and cognitive experience for children of ALL abilities" Rain Drop is focused on introducing products that offer more than just fun aquatic play value. We encourage every customer to contemplate the addition of products that can stimulate ALL children including those with special needs. We are concentrated in developing both inclusive &amp; interactive products with sensory packages like LED Lights, Sound, Vibration, Tactile feel so that ALL children including the autistic, deaf, blind &amp; physically challenged can engage and enjoy. Throughout our history Rain Drop has pushed this industry's evolution by constantly introducing new innovative ideas and features. Raindrop has transformed the industry from making simple "sprinkler parks" to the imaginative interactive thematic, &amp; inclusive aquatic play projects that exists today. We believe both the project and product design should maximize the concepts of ACTION / REACTION &amp; CAUSE / EFFECT and COGNITIVE DEVELOPMENT creating a truly interactive environment that promotes learning and has play value for ALL. Raindrop strives to go beyond the mandates of ACCESSIBILITY or UNIVERSAL DESIGN and create truly inclusive and interactive community gathering places. The link below is a short 3 minute video that succinctly visually articulates our mission. <a href="https://youtu.be/Fq3LPloyaY4">https://youtu.be/Fq3LPloyaY4</a></p> <p>While our core business is serving the children's aquatic play needs of cities, towns, and municipalities all over the world, we are also proud to have partnered with some of the most respected names in the industry. See attached link to our Partner Projects <a href="https://spark.adobe.com/page/6kF4EriALQ8o7/">https://spark.adobe.com/page/6kF4EriALQ8o7/</a></p> <p>Our SHADE products offered will be from USA Shade. USA SHADE is the pioneer, innovator and proven industry leader in shade structure design and technology. For more than 28 years, they have led the industry through an unyielding commitment to innovation and excellence. Since thier founding in the early 1990s, USA SHADE structures have grown to be popular alternatives to conventional shade applications and equipment for architects, builders, and designers. As a vertically integrated business, they offer thier clients extensive resources, versatile application options and innovative shade solutions. At USA SHADE, outstanding quality of our products are critical to the success of thier clients' projects and business. All of the fabric and structural components are fabricated using the most advanced technology, materials and processes available in our IAS-certified, 173,020+ square-foot fabrication facility. The safety surfacing product we are offering is from LIFEFLOR. In the last 15 years LIFEFLOR has successfully provided safety surfacing for over 2000 projects globally. In that time they have quickly become the go-to aquatic safety surfacing for municipalities, cruise lines, resorts, waterparks, and aquatic recreation facilities around the globe. They are the ONLY Aquatic Safety Surfacing with NSF/ANSI/CAN Standard 50 Certification which is the standard referenced in 38 State Pool Codes as the basis of design. They also offer the best and longest warranty for aquatic surfacing in the industry. The products are made in South Dakota from raw and recycled ingredients and have the manufacturing capacity to service more than 1000 projects per year in the US with ability to add 5x capacity within 6 months. The product is produced in a ISO-9001 certified facility providing top quality assurance and best practices for manufacturing. LIFEFLOR has a National Installation Partnership with Inside Edge Safety Surfacing with Coverage by service providers in all the top 40 MSAs.</p>
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8	What are your company's expectations in the event of an award?	As we experienced with our first Sourcewell contract, the acceptance and adoption of nationwide competitively bid cooperative purchasing contracts is steadily on the rise. As we (and others) introduce and educate potential members of the advantages of purchasing from a contract that has already been competitively bid and fulfills all of the applicable purchasing bid requirements, we have found greater acceptance of cooperative purchasing. Our Sourcewell related orders have increased significantly in each of the 3-1/2 year's we have held the contract. We expect the significant year over year increase to continue. We have already demonstrated our ability to out sell the prior contract holder Fountain People / Water Odyssey 022113-FPI who sold \$2,156,852 during the almost seven years they held the contract 07/2010-04/2017 (this information as obtained directly from NJPA-Sourcewell after a public records request). In only 3-1/2 years as a contract holder we have sold \$5.2 million dollars of projects through our Sourcewell contract (Some of these projects have yet to be reported to Sourcewell as they are currently in Process – Not completed). We expect that Purchase Orders coming from new and/or existing Sourcewell members will become our largest source of order gestation. One of Rain Drop's most competitive advantages and market distinguisher's is our ability to make custom / organic / thematic features. These custom features are often mascots, brands, identities of the city / town / municipality where the project is located. We find that many of our customers are looking for both a way to ensure a competitive price, yet somehow mandate the use of Raindrop's custom / organic features all the while complying with their respective purchasing regulations. Without access to an approved purchasing corporative our customers are forced to put these projects out for public bid and then sort out the "OR EQUAL" issues in regards to features proposed by others that may or may not actually be truly "EQUAL". If we have access to a well-respected nationwide purchasing cooperative like Sourcewell, we have proven that many of our customers would welcome the chance to become members and purchase through this program. In sum, if awarded this contract we expect to continue to grow our Sourcewell related revenue tremendously.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Rain Drop Products, LLC is a privately held company with the majority of shares held in a series of Trusts. The beneficiaries of these trusts are all the descendants of Jack Hire whom is now deceased. Jack Hire was a serial entrepreneur who started and/or purchased many companies including various manufacturing entities, hotels, Radio/TV stations, security firms as well as investing in many other private equity investing opportunities. A family office called Red Diamond, Ltd. was created by the Hire family with the sole purpose of monitoring and assisting the family with their various financial needs. The Rain Drop Board of Directors reports directly to Red Diamond, Ltd. Red Diamond and the Hire family are very private and selective about sharing any details of their various investments and holdings. Due to the public nature of this RFP process we are unable to share Rain Drop Products financials. We have, however, included a letter of reference from our bank Huntington National as well as a Certificate of Liability Insurance with Sourcewell named as the Certificate Holder. Additionally, we would note that during the 3-1/2 years we have held a Sourcewell contract ALL quarterly administrative fee payments due have been made in a timely manner. The SHADE product that we plan to distribute is from USA SHADE. USA SHADE is a financially sound and stable business with a \$25,000,000 bonding capacity, AM Best Financial Strength Rating of A (Excellent), and AM Best Financial Size Category of Class X (\$500m~\$750m).	*
10	What is your US market share for the solutions that you are proposing?	Rain Drop's US Market Share of the total Children's Aquatic Recreation market is estimated at 40%(this estimate is based upon the children's aquatic recreation market in US cities, towns & municipalities ONLY and specifically excludes the Privately Held Water Park industry) For the Surfacing product that we will distribute through this contract LIFEFLOOR Market Share is 25% and for the Shade product we will distribute through this contract USA SHADE is estimated at 35%	*
11	What is your Canadian market share for the solutions that you are proposing?	Canadian Market Share of the total Children's Aquatic Recreation market is estimated at 5% While Rain Drop has partner sales channels in Canada and consequently has completed many projects in the country, due to the fact that 3 of Rain Drop's main competitors are Canadian based companies with greater proximity and presence in the region, we have strategically concentrated our efforts in areas with greater chances of success while still supporting our partners in Canada. For the Surfacing product that we will distribute through this contract LIFEFLOOR Market Share is 25% and for the Shade product we will distribute through this contract USA SHADE is estimated at 35%	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No. In the 38 year history of Rain Drop Products, LLC we have never filed for bankruptcy protection in any form. Additionally, we have never defaulted on any commercial lending instrument.	*

13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Rain Drop is best described as a United States based Manufacturer AND Service provider. With very few exceptions (ie. Pumps, Controllers, Filters) Rain Drop manufactures ALL of the Children's Aquatic Recreation Products offered in the RFP in the United States in Ashland, Ohio. Our sales network uses a combination of internal employees (Inside Sales Staff, Sales Director, Animators, CAD, etc) and external Regional Sales Director's employees located throughout the United States. In addition, we strategically partner with independent sales organizations all over the US and Canada who have the contacts, relationships, &amp; trust of the decision makers at the local level. These independent sales organizations are compensated on a commission basis upon a successful sale.</p> <p>In relation to SHADE and SURFACING offered by Rain Drop within this RFP we act as an independent authorized distributor. Our sales network uses a combination of internal employees (Inside Sales Staff, Sales Director, etc) and external Regional Sales Director's employees located throughout the United States. In addition, we strategically partner with independent sales organizations who have the contacts, relationships, &amp; trust of the decision makers at the local level. These independent sales organizations are compensated on a commission basis upon a successful sale.</p>
14	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Certificate of Origin: Made in the USA</p> <p>Rain Drop Products ensures its subcontractors, construction and professional partners, and itself conform to all applicable licensure and registration laws. Our product offerings bridge many disciplines of engineering, architecture, and construction trades. All construction projects require these services and are governed by the individual states in the USA, and individual provinces in Canada. These services require registration or licensure to design and build an aquatic facility and the individual license or registration can be provided on individual project request. These services are as follows:</p> <ol style="list-style-type: none"> <li>1. Professional Engineer (PE)       <ol style="list-style-type: none"> <li>a. Mechanical</li> <li>b. Civil</li> <li>c. Electrical</li> </ol> </li> <li>2. Registered Architect</li> <li>3. General Contractor</li> <li>4. Plumbing</li> <li>5. Electrical</li> </ol> <p>Rain Drop Products, LLC certifies that it designs and manufactures all of its products in accordance to all applicable ASTM Standards. Rain Drop Products is a committed leader to providing safe equipment for the aquatic play industry. We are members of ASTM, belong to the F24 and F15 committees and participate on several aquatic task groups; the Group on Drains for Aquatic attractions, the Group on Waterslides, and the Group on Interactive Aquatic Play. We are in compliance with the ASTM F1487 where referenced and all external references made by the ASTM F24.70 and ASTM F2461-09 standards.</p> <p>The products, materials and designs that are furnished by Rain Drop Products are compliant in accordance to their respective ASTM standards, other standards and governing bodies that set forth best practices. These organizations or governing bodies are as follows but not limited to; Consumer Product Safety Commission (CPSP) 15 U.S.C. §§ 8001-8008, National Electric Code (NEC) Section 680.26(B), Americans with Disabilities Act Accessibilities Guidelines (ADAAG) Section 15.6, International Swimming Pool and Spa Code (ISPSC), the Association of Pool and Spa Professionals (APSP), American National Standards Institute (ANSI), Underwriters Laboratories Inc. (UL) International Association of Plumbing and Mechanical Officials (IAPMO), and all state and local health codes.</p> <p>ASTM Standards        ASTM F24 on Amusement Rides and Devices        ASTM F24.70 Water Related Amusement Rides and Devices        ASTM F2461-09 Standard Practice for Manufacture, Construction, Operation, and Maintenance of Aquatic Play Equipment        ASTM F2376-08 Standard Practice for Classification, Design, Manufacture, Construction, and Operation of Water Slide Systems        ASTM F2291-16 Standard Practice for Design of Amusement Rides and Devices        ASTM F15.29 Playground Equipment for Public Use        ASTM F1487-11 Standard Consumer Safety Performance Specification for Playground Equipment for Public Use        ASTM F2387-04(2012) Standard Specification for Manufactured Safety Vacuum Release Systems (SVRS)for Swimming Pools, Spas and Hot Tubs        ASTM F2707-10 Standard Safety Performance Specification for Safe Design and Installation of Field Fabricated Suction-Limiting Vent Systems for Suction Entrapment Prevention in Swimming Pools, Spas, Hot Tubs, and Wading Pools        ASTM F1193 Practice for Amusement Ride and Device Manufacturer Quality</p>

Assurance Program and Manufacturing Requirements  
 ASTM F1159-03a-Standard Practice for Design and Manufacture of Patron Directed, Artificial Climbing Walls, Dry Slide, Coin Operated and Purposeful Water Immersion Amusement rides and devices and air supported structures  
 ASTM D20 Committee on Plastics  
 D2343-09 Standard Test Method for Tensile Properties of Glass Fiber Strands, Yarns, and Rovings Used in  
 D2562-94 Standard Practice for Classifying Visual Defects in Parts Molded from Reinforced Thermosetting Plastics  
 D2563-08(2015) Standard Practice for Classifying Visual Defects in Glass-Reinforced Plastic Laminate Parts  
 ASTM F01 Committee on Electronics  
 ASTM C09 Committee on Concrete and Concrete Aggregates ASTM C27 Committee on Precast Concrete Products

NSF/ANSI Standard 50: This is the American National Standard for swimming pool equipment, spas, hot tubs and other recreational facilities including filters and filter media, pumps, valves, water circulation devices, hose, piping, fittings, pool alarms, pool covers, chemical generation and feeding systems, and advanced water treatment and oxidation technologies, such as ozone and ultraviolet (UV) systems. Most state and local pool codes for commercial, waterparks, splash pads, municipal, hotel, motel, apartment, and condominium require compliance with NSF/ANSI Standards. This is an essential health standard to prevent adverse effects to human health.

NSF/ANSI Standard 61: This standard of drinking water system components is to establish minimum requirements for the control of potential adverse human health effects from products that contact drinking water. NSF/ANSI Standard 61 includes criteria for testing and evaluating products to ensure they do not leach contaminants into the water that would be a health concern. These contaminants include those regulated by the United States Environmental Protection Agency (USEPA) and Health Canada, as well as any other non-regulated compounds that may be of concern.

LEAD FREE COMPLIANCE CERTIFICATION: California's Low-Lead plumbing law (California Health & Safety Code Section 116875; commonly referred to as AB1953) and Vermont Lead in Consumer Products law (Act 193); effective January 1, 2010, prohibits the sale of any plumbing products intended to convey water for human consumption through drinking or cooking that contain lead in excess of a 0.25% weighted average. NSF International has developed a recognized evaluation protocol, NSF-61 Annex G, which serves as independent 3rd party certification of product compliance to California and Vermont low-lead plumbing laws.

Underwriters Laboratories Inc. (UL) - UL helps companies demonstrate safety, confirm compliance, enhance sustainability, and deliver quality and performance. This certification establishes trust with the user that the design, manufacture, and use of the product conforms with best industry standards in the United States of America.

Underwriters Laboratories Inc. (cUL) - UL approval for Canada – Underwriters Laboratories of Canada is an independent product safety testing, certification and inspection organization. UL helps companies demonstrate safety, confirm compliance, enhance sustainability, and deliver quality and performance. This certification establishes trust with the user that the design, manufacture, and use of the product conforms with best industry standards in Canada.

Canadian Standards Association. (CSA) Combined logo - CSA approval for Canada and the USA CSA Group delivers confidence and peace of mind to manufacturers, retailers, code authorities and consumers around the world. With the experience and knowledge of thousands of volunteer members, more than 1,600 in-house technical experts and nearly a century of experience in standards development and product certification, we offer you the solutions you need to operate and live in today's world, and the guidance to drive you towards success tomorrow.

Intertek ETL Listed - Approval for the USA – Intertek is one of the world's largest Testing, Inspection and Certification companies. The following is a list of Standards Intertek test to for the North American; ASME, ASTM, ANSI, CSA, NFPA, NOM, NSF, UL / ULC

Intertek ETL Listed - Approval for Canada – Intertek is a Certification Body by the Standards Council of Canada.

ISO9001: The ISO9001 standard is the most recognized international quality system standard. This quality system controls the total process of incoming materials, process control, testing and final inspection

American Water Works Association Standards  
 C901 Polyethylene (PE) Pressure Pipe, Tubing and Fittings, 12-Inch Through 3-Inch, for Water.

		<p>Plastics Pipe Institute Report PPI-TR 9 Recommended Design Factors and Design Coefficients for Thermoplastic Pressure Pipe NSF Standards.</p> <p>NSF/ANSI Standard No. 61 for Drinking Water Systems Components--Health Effects Standard 50 for swimming pool equipment, spas, hot tubs and other recreational facilities including filters and filter media, pumps, valves, water circulation devices, hose, piping, fittings, pool alarms, pool covers, chemical generation and feeding systems, and advanced water treatment and oxidation technologies.</p> <p>Uni-Bell PVC Pipe Association Uni-Bell Handbook of PVC Pipe , Chapter VIII, Table 8.7.</p>	
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None in the past 38 year history of the Rain Drop Products, LLC	*

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>World Waterpark Association 2020 Leading Edge Award Soaky Mountain Waterpark</p> <p>National Parks and Recreation Association-2019 Best Booth Runner Up 2019 NRPA Conference</p> <p>World Waterpark Association-2019 Best Booth 2019 WWA Conference</p> <p>Article in the July/August 2019 edition of World Waterpark Magazine featuring Rain Drop Products</p> <p>Article in the Spring 2019 edition of Colorado Byline Magazine featuring Rain Drop Products</p> <p>2018 Project of the Year - Ohio Concrete Association - Mansfield YMCA</p>	*
17	What percentage of your sales are to the governmental sector in the past three years	Greater than 95% of our total sales are to the governmental sector specifically cities, towns and municipalities	*
18	What percentage of your sales are to the education sector in the past three years	Less than 5% of our total sales are to the education sector	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Prior to receiving the Sourcwell contract #030117-RDP Rain Drop held a cooperative purchasing contract with HGAC - Parks & Recreation Equipment Contract No.: PR11-16. Immediately upon being awarded the Sourcwell contract we abandoned the HGAC in favor of solely relying on Sourcwell as our primary cooperative purchasing program. Additionally, we have been approached by many of the larger nationwide cooperative purchasing organizations who have encouraged us to participate in solicitations. We have declined those request in an effort to focus our education, training, sales efforts solely on Sourcwell. Under the Sourcwell contract we currently have held for 3-1/2 years we have generated ~\$5,200,00 of revenue or approximately ~\$1.5 per year.	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	None	*



**Table 4: References/Testimonials**

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
NonProfit - Mansfield Area YMCA Testimonial included in the documents section zip file "Upload Additional Documents"	Cristen Gilbert	419-522-3511 x224	*
City of Newberry Parks and Recreation estimonial included in the documents section zip file "Upload Additional Documents"	Scott Sawyer	803-321-3681	*
City of Pontiac estimonial included in the documents section zip file "Upload Additional Documents"	Taylor Baxter	815-844-6818	*

**Table 5: Top Five Government or Education Customers**

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Indianapolis Parks & Recreation	Government	Indiana - IN	Multiple Splash Pad Projects located throughout the City of Indianapolis	3 Transactions with average value of \$275,000	\$825,748	*
Union City Parks & Recreation	Government	New Jersey - NJ	Multiple Splash Pad Projects located throughout Union City	8 Transactions with Average value of \$95,000	\$754,783	*
District of Columbia Department of Parks & Recreation	Government	District of Columbia - DC	Multiple Splash Pad Projects located throughout the District of Columbia	8 Transactions with Average value of \$82,000	\$654,229	*
Union County Parks & Recreation NOTE: Union County Parks and Recreation is separate entity completely distinct from Union City Parks and Recreation	Government	New Jersey - NJ	Multiple Splash Pad Projects located throughout Union County	4 Transactions with Average value of \$143,000	\$570,531	*
Edinburg Parks & Recreation	Government	Texas - TX	Multiple Splash Pad Projects located throughout Edinburg	4 Transactions with Average value of \$104,000	\$417,878	*

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
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23	Sales force.	<p>Sales Force - Rain Drop employs an internal sales support staff comprised of a National Sales Manager, Inside sales personnel, Administrative Support, 3D Animators, Project Designers, Product Designers, Engineers, &amp; Marketing Specialists. These direct Rain Drop employees' primary responsibility is to ensure projects move from the "Lead" status to "Opportunity Pipeline" and then into an actual Purchase Order. The Sales Force is incentivized and compensated based upon the success of the company to move opportunities from the "Pipeline" into "Purchase Orders." We also employ Regional Sales Directors who cover the United States and Canada and maintain external corporate offices near the center of their respective sales territory. Each Sales Director is a direct employee of Rain Drop and receives a base salary directly from the company. In addition, they receive commissions based upon the volume of Revenue derived from within their territory. The regional Sales directors do NOT attempt to sell directly to the end user. Rather their core responsibility is to foster, maintain and grow a network of partner sales channels from within their territory. see Attached territory map see territory map in Documents upload</p>	*
24	Dealer network or other distribution methods.	<p>External Sales – Partner Sales Channels Rain Drop Products maintains a diverse and varied team of external sales channels. These partners include strategic sales organizations that cover the entire US and Canada. They typically represent a variety of recreation and aquatic products. These strategic partnerships are success based relationships where a commission is paid upon sale. They are independently owned success based third party dealers. These dealers are knowledgeable and trained to sell the complete line of Rain Drop. Our independent sales representatives, dealers, and service providers always work with a Rain Drop employee to ensure the proper solution is being administered. Our independent sales representatives and dealers provide complete and overlapping coverage of the continental United States and Canada. Each sales representative and dealer is provided sales tools, sales presentation materials, and factory training and support. see territory map in Documents upload</p>	*
25	Service force.	<p>Internal Service Rain Drop's, Project Management, Engineering, Manufacturing, and Technical Service departments are all engaged in the sales/service process through the entire product lifecycle. Our internal technical service team provide telephone support and on-site service when needed. Our service department handles everything from pre-construction analysis to post operation service and warranty issues. Our typical site services consist of pre-construction analysis, inspections during construction, pre-pour concrete inspection, installation support, product and system calibration and staff training, preventive maintenance, product and system service and emergency service. There are no boundaries in regards to how far we travel and for the duration in which we will stay.</p> <p>External Sales and Service Providers Rain Drop certifies independent contractors and service providers to install, new equipment startup, seasonal startup, facility operations and maintenance staff training, seasonal shutdown, winterization, and factory authorized field repairs. These partner contractors have been educated in the best practices of installing and maintaining Rain Drop equipment. These companies are located throughout the United States and Canada and assist us with Turn-Key installations and are qualified to service our products and systems. Rain Drop internal service department handles most of our site and service work; however, we have the capability to service dozens of projects simultaneously with the resources of our certified service network. We offer an annual two-day training and "what's new" meeting for these companies to keep them current with our latest developments in technologies, installation and service related to our products and systems. see territory map in Documents upload</p>	*

26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	The core of our customer service program is our strict adherence to a CRM, "Customer Relationship Management system, and use of an electronic paperless documentation system. The CRM is the tool that we use to document every aspect of a customer request. Whether the issue is in regards to sales or service, every email, phone call or external notation is documented and retrievable in the CRM. The main benefit of this system is that no matter which Rain Drop employee is involved in assisting a customer, they can easily find any/all information / communications that has lead up to the current status. Having a central point of information is vital to quickly and efficiently assisting our customers. In addition, Rain Drop maintains a "paperless office" and keeps all electronic documentation in a cloud based server. Every paper document is scanned and OCR'd (Optical Character Recognition) and then uploaded to the client's project folder or service case file in the cloud. Since every document has been OCR'd, that allows us to retrieve documents via electronic search based upon any word that document may contain. Our electronic database goes back over 19 years and provides our customer service department with instant search access to project specific drawings, job notes, items purchased, etc, within the last 19 years. When a customer calls, the technical support line, the call rings a series of employee's phone depending on which members of the technical support department are in the office or currently on the line. We use a VOIP phone system so the technical support members can also have support calls routed directly to their mobile phones if they are out of the office. After a technical support call gets routed through the support tree and remains unanswered, the caller is asked to leave a message. The voice mail message is immediately sent to the email address of our company's CEO. Our CEO then determines the appropriate person to handle the call and directs that person to respond. Our service team is highly motivated not to allow a call to be sent to the CEO. This happens during the day, night and on weekends. Rain Drop understands the issues that arise when a Project is inoperable and will do everything in our power to assist a customer in getting back up and running. This includes a commitment to responding on weekends and outside of business hours when needed and involves the entire company personnel.	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Many of the same justifications that make purchasing through a respected nationwide cooperative purchasing contract an attractive option for cities, towns, municipalities apply to a Sourcewell contract Vendor. As a Vendor, participation in the typical public bid process can be time consuming, costly, duplicative and exhaustive of limited personnel resources. Additionally, given our ability to create unique custom, thematic, organic one-of-a-kind products, often times projects get can get side-tracked as purchasers and engineers grapple with what is or is not an "OR EQUAL" product. The ability to avoid these costs justifies the discounted pricing model we present. If awarded this contract, promoting purchases be made using the Sourcewell would REMAIN our number one priority for all potential members across the United States and Canada. Proximity to our potential customers is a non-Issue. We sell our products AND provide service to our customers all over the world and have done so for 40 years.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Our ability and willingness to provide products in Canada is easily demonstrated by the many successful projects we have been involved with in many Canadian provinces. We have a dealer partner which is one of the largest pool designer / contractor's in the country, that does projects in all Canadian Provinces. Acapulco Pools has over 150 employees and is considered the largest pool contractor in the country. Also see above response to question 27	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	None	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None	*

**Table 7: Marketing Plan**

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your	Due to the great success we have had with our current Sourcewell contract we plan to continue with many of the marketing efforts that were implemented over the last three years as well as trying some new approaches. The secret to successfully marketing this contract

marketing materials (if applicable) in the document upload section of your response.

opportunity is EDUCATION of both potential Sourcewell members and air entire sales team (both internal and external partners). The education begins with a simple review of all the materials that have been created by Sourcewell for Contract Vendors. Sourcewell has created many tools, videos, PowerPoints and pdfs that cover all aspects of successfully selling off a competitively purchased contract. The responsibility falls on the Vendor to use those tools to empower their sales / service partners. An example of our education efforts can be found with a series of ZOOM meetings we conducted during the "stay-at-home" orders that most of the country was under this Spring. Each of our Regional Sales Directors was charged with holding ZOOM meetings with each of our sales partners. A key component of these meetings was instruction on how to sell using this contract. Many of the Sourcewell vendor tools were used during these meetings. Not only did we educate on how to introduce this contract to potential new Sourcewell members but WHY it is important for both Rain Drop and the potential customer the reap the cost savings inherent with a Direct Purchase-Sourcewell purchase. The Zoom meetings were so successful and cost effective we have initiated monthly sales partner ZOOM meetings to discuss all things related to successfully selling Rain Drop.

#### Website

- Continue to Prominently Display the Sourcewell Purchasing Option on the HOME page of our website
- Continue to expand upon the current page labeled "Cooperative Purchasing" under the resources tab on our website. Currently listed is a trackable web presentation highlighting Sourcewell and Rain Drop Products along with the most recent presentation provided by Sourcewell. We plan to add several more pieces of information to this section including a "Success with Sourcewell" presentation featuring past projects and customers that have used Sourcewell when purchasing from Rain Drop.

#### Trade Shows and Conferences

- Continue to Prominently Display the Sourcewell Purchasing Option at ALL trades shows. Rain Drop attends both Large National Tradeshow as well as smaller state specific trades shows and the Sourcewell Contract will be displayed prominently in all our booths. In 2019, we won several awards for our innovative booth. We made sure that Sourcewell was prominently displayed on the booth and will continue to do so moving forward.

#### Printed Materials

- Rain Drop Products offers a variety of product-line based brochures. These brochures are printed in house on a digital press and are perpetually showing off our latest and greatest offerings. The materials are being distributed across the US through our Regional Sales Directors, Sales Representative Groups, and Corporate Headquarters. Furthermore, PDF versions of all catalogs are available for download on our website. All these brochures will be branded with the Sourcewell logo and have pages dedicated to Sourcewell.

They are as follows:

- 1) Imagination Guide
- 2) Inclusive Aquatic Play
- 3) Creature Features
- 4) Structures
- 5) Slides

#### Email

- Adoption & Promotion of the Sourcewell "Awarded Contract Logo" on ALL email footers.

#### Press Releases

- Using our website along with many of the various Press Release engines Rain Drop has and will continue to post press releases regarding Sourcewell and our success with the program.

#### Video Intro/Outro and Renderings

- Adoption of the Sourcewell "Awarded Contract Logo" on the intro / outro of all the Video Animations that we create during the Early Stage Pre-Design stage of a project
- Adoption of the Sourcewell "Awarded Contract Logo" on the Renderings that we create during the Early Stage Pre-Design stage of a project

#### Trade Publications

Rain Drop Products periodically and strategically advertises in several industry trade publications. When running an ad, we make sure the content of the publication will be of interest to our client base. When advertising, all ads will show our Sourcewell awarded contract number along with the Sourcewell logo.

#### Mail Campaigns

We receive information requests through several different outlets including trade show leads, website information requests, and publication surveys. We add these leads to a database and send out two large mail campaigns a year. Each mail campaign does and will include information on Sourcewell.

33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Google Analytics – We have recently created a presentation tool that is tightly intergrated with Google Analytics. Each Customer/Project specific presentation is encoded with a Google Analytics Tracking Code. Using the tracking code in conjunction with Google Analytics we can easily track how long the presentation was viewed, from what location the presentation was viewed, and how many times has it been viewed. This information is vital to gauging the level of interest a potential customer has in our project offering. An example of this tool in application is with the Sourcewell presentation tab on the Homepage of our website <a href="http://www.rain-drop.com">www.rain-drop.com</a></p> <p>If a potential customer visits our website and then further clicks the “take a closer look” on the Sourcewell tab on the front page we can view within Google analytics how long they watched the presentation and their IP address location. Using the IP information it is quite easy to discover the potential city, town or municipality that is thinking about a potential purchase. With this information we then contact the decision makers and introduce our product offerings.</p> <p>Dropbox – Rain Drop is essentially a paperless office. All project information about a potential Opportunity is electronically stored in the Cloud using Dropbox for business. Any actual documentation received is scanned and stored electronically. All files are OCR'd for Optical Character Recognition which allows for the ability to search via a word contained in the document. All quotes, proposals, submittal packages, renderings, etc. are shared with a potential customer via shared dropbox links. These links are viewable to anyone who we send a link to as well as anyone the potential customer sends the link to. All shared links within dropbox can be tracked for traffic and insights data. Specifically, we can see who viewed the file(s), if they downloaded the file, When (if) they accessed the file, and the device they used to access the file.</p> <p>Youtube Analytics - Through the use of 3D animations Rain Drop has created best in class assistance to our clients to create very effective marketing campaigns. We employ a full-time 3D Animator who provides 3D video of each option for every project we quote. These 3D videos are uploaded to our YouTube channel are then forwarded to the customer for review. (<a href="https://www.youtube.com/user/RainDropProducts/videos">https://www.youtube.com/user/RainDropProducts/videos</a>). Our channel contains over 3,000 videos. These videos contain splashing sounds, laughing &amp; screaming kids as well as much of the projects actual surrounding area. Our goal is to show the decision makers a real-life version of what the project could look like. Often these videos become the backbone of the clients marketing campaign to fund a project and/or generate public support. If awarded this contract, we plan to include a Sourcewell cooperative purchasing contract “splash screen” in the intro and outro sections of each video we create. We also use Google Analytics to track viewing time, number of views and location of these Animation Video's</p> <p>Metatag Data – Rain Drop uses Flickr as our company wide photo repository for internal uses as well as our website. All photos on our website are driven by the use of metatags which pull the image(s) the corresponding place on the website.</p> <p>WEBBOTS – Automated Progromatic Web search - Rain Drop actively subscribes to numerous web based automated search engines to programmatically search the internet for key words that are indicative of a potential customer in the early stage of considering an aquatic project. We take the results and effectuate a marketing campaign targeted at the decision makers in these areas. In this marketing campaign we deploy the use of Zoom Meetings, emails, webinars, phone calls and personal presentations to introduce these decision makers to the options presented by Sourcewell membership. This is the most appropriate time to introduce the Sourcewell contract as typically at this early stage of an aquatic project process the client is often looking at much of the big picture challenges of a project i.e. How much do these things cost overall? Can you provide installation? Can you provide Shade? Can you provide Surfacing? Can I get everything necessary for a Splash pad from ONE vendor?</p>
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34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Sourcewell Role -</p> <p>Sourcewell has played a major role in the success we have experienced with our first contract and we would expect that they would continue to provide and update as necessary the Resources and Tools which have already been created.</p> <p>Sourcewell H2O show. – This training session / “mini vacation” not only provided excellent educational topics but also an invaluable interaction between other contract holders. We learned how others used the contract and exchanged many ideas on ways that we were finding success. We attended the show in 2019 and were signed up for the 2020 show but it was unfortunately cancelled due to Covid. If awarded a contract we would expect to attend in 2021.</p> <p>Sourcewell Universities – Get to Know Us – These regional seminars allowed our Regional Sales Directors and Partner Sales organizations the ability to learn first hand about the contract advantages and how to sell to member organizations without having to travel out of their respective territories. If awarded a contract we would expect to attend these educational sessions that were in proximity to our Sales Partners and Sales Directors.</p> <p>Compliance Information Tool – This tool proved invaluable as we assisted interested potential NEW member's with the state specific regulatory guidance they need to get buy in from those unfamiliar with the cooperative purchasing / competitive process. We would expect this tool to be updated as necessary.</p> <p>State Specific Talking Tactics webinars available via youtube. We have had each of our sales partners watch these Tactics webinars and advised them when new webinars were released.</p> <p>Our current Sourcewell contract is fully integrated into our Sale Process and this would continue if we were awarded this contract. We will continue to educate our sales force as necessary on how to sell using the Contract and incentivize our sales force to use the contract whenever possible.</p>
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Although it represents less than 5% of our total revenue, replacement part orders can be placed simply by emailing Rain Drop Products from the Contact Us tab on our website. Currently requests for quotation and purchase orders of replacement parts are often made by existing customer's via email. A confirmation email is replied to the customer and the order is entered into our ERP system. The remaining 95% of our revenue is derived from new project or new product orders. As such, the products involved in a new project order are not well suited for e-procurement due to the many factors involved in the procurement process. Factors such as Pump capacity, gallons per minute, maximum overall project total flow, sequenced project intended flow, individual product minimum and maximum flow all influence the various configuration of the products involved in a new project order. Engineering analysis is needed to ensure the new project is configured in the most safe manner possible. An e-procurement system is not a desirable option in the new project ordering process in the children's aquatic play industry.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
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36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>All our products and systems come with extensive written operation and maintenance instructions. We provide both instructions for the overall park along with instructions for each individual feature. All our feature manuals incorporate 3D renderings from our engineering software. This makes installation easier, cutting down on wording and bringing visualization to the feature.</p> <p>We have many installations, start up, shut down and operation training videos available at no cost to our customers. We also offer web-based operation and maintenance training at no additional cost. Furthermore, our iSplash controller is available with web-based troubleshooting and programming.</p> <p>All onsite maintenance and operation training are available for a nominal charge. This charge is based on location and per diem basis. A proposal will be sent to the customer and the amount agreed upon prior to the service. maintenance and system operation</p> <p>Rain Drop Products, LLC's engineering and service teams are comprised of the industry's most experienced professional technicians who provide onsite and remote startup services and training for all equipment and devices we manufacture and sell. We service the entire product lifecycle from startup, calibration, verification, equipment updates and replacements, winterization or technical advice. Our service team provide startup services including device configurations, control parameter settings, and site acceptance testing. The factory startup technicians minimize startup issues by ensuring your devices will work correctly in accordance with product and system design. We calibrate chemical controls, flow rates, pressure, and any sensor-controlled devices complete with acceptance and certified documentation. We also record the training for the customer to keep as reference.</p> <p>Seasonal shut down and winterization training Rain Drop Products, LLC provides seasonal shutdown and winterization services and training. Proper system shutdown and winterization is paramount to continuous operation, system longevity, and maintenance cost control. Our experienced service providers train the maintenance staff how to secure the water features, evacuate all water and fluids from the systems to prevent freezing or growth of unwanted organisms. Closing the facility properly will save a lot of work when it comes time to re-open.</p> <p>Sourcewell Training Program Rain Drop has also developed a Sourcewell training program for our Regional Sales Directors, internal sales support staff and our nationwide network of partner sales organizations.</p>
37	Describe any technological advances that your proposed products or services offer.	<p>INDUSTRY BEST PAINT / COATING WARRANTY against the harmful effects of UltraViolet sunlight and contamination from a chlorinated environment. The number one warranty issue in the children's aquatic play industry is fading, peeling, cracking of painted surfaces due to a combination of the harmful effects from year-round exposure to Ultra Violet Sunlight Rays and the chlorinated water to which they are subjected. The industry standard shared by most of the major players in the children's aquatic play industry is a TWO year warranty on the product Coating / Paints. New for 2021 Rain Drop has partnered with PPG (Fortune 500 company) to introduce a revolutionary new coating system which provides 2-1/2 times (up to 3-1/2 times with the optional enhanced system) of warrantied protection. This warranty would cover 95% of the products we sell.</p> <p>Paint and Coating warranty: Peeling or delamination of the topcoat and/or other layers of paint, excessive loss of color and gloss caused by UV, cracking, checking, and hazing.</p> <ul style="list-style-type: none"> <li>· Standard Paint System = 5 years</li> <li>· Enhanced Paint System = 7 years</li> <li>· All Power Coated Products = 2 Years</li> </ul> <p>Robot – 5 axis CNC Router – Rain Drop's invested nearly \$1,000,000 in a "robot" that we use to cost effectively manufacture our molds. Using this Robot we can provide the Sourcewell member with an aquatic facility that meets any theme or product they can dream up. Starting from a customer's dreams or visions we electronically create a 3D drawing to replicate what we ultimately will produce. Once a customer signs off on the electronic 3D model we feed this information into the router and it begins the process of creating our molds. This router has been an integral part of our significant revenue growth and has already created hundreds of new products never before seen in the aquatics industry.</p> <p>DMX - IOT Connected Controller - Using the same communication protocol that is in use in LED Light Shows, Concerts, Stage Shows our aquatic projects have access to the ability to control LED, Lights, Sound, Vibration, Bubbles, etc. This controller can be connected to the internet so that the customer can access in real time usage reports, error messages, maintenance needs. It can also be connected to Web based inputs like Lighting detection which could shut down, start up the project in the event of dangerous conditions.</p>



38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Design Principals -Sustainability is a guiding principal in Rain Drop Product's product and project design goals. Every decision made during the design phase considers the impact on the environment. Our goal is to produce the most environmentally sustainable products &amp; projects. We attempt to use the valuable resources involved in our projects in the most responsible way possible. The overall project goal of creating an exciting interactive and fun aquatic project must co-exist with a desire to minimize the environmental and economic impact on future generations. We address these concerns in all phases of a project. Rain Drop utilizes high efficiency nozzles and prides itself on our ability to create exciting products that minimize the amount of water used. Our state of the art control technology provides maximum flexibility to manipulate and minimize the amount of water used during a cycle. Our use of Variable Frequency Drives also provides the most energy efficient method of activating the water features. Depending on the health codes in a particular area, many creative options exist in regards to RE-PURPOSING the water used on a project, including percolation, irrigation, and aquifer replenishment. Rain Drop educates our end users of all available options during the project design phase allowing the end user the flexibility to create the most sustainable project possible.</p> <p>Leadership in Energy and Environmental Design Accreditation Points</p> <p>A properly designed children's aquatic play area has the capacity to earn LEED credits and offers enhanced life-cycle cost savings. Potential LEED credits can be attained in the following categories: Sustainable Sites, Water Efficiency, Energy and Atmosphere, and Materials and Resources. The benefits of designing a project to maximize its LEED accreditation points are not only a "greener" more sustainable project but the savings can be seen in total cost of ownership, operation, maintenance, water usage, staffing and overall durability.</p> <p>Green Initiative – INTERACTIVE Initiative</p> <p>Most ALL splash pads operate in a similar fashion. When occupied, a child activates some form of activator (bollard, touch sensor, etc.), which starts a pre-programmed series of choreographed sequences. Effectively the controller turns on / off features during an activated cycle. The issue with this archaic technology is that it is pre-programmed and runs the same on a cloudy morning when the pad may only have one child on it as it does on a sunny weekend day when the pad is fully occupied. Rain Drop wants to change the industry standard and replace the pre-programmed sequences by making all projects 100% interactive, putting the children in control of what turns on and when. Using our state of the art controller (iSplash) we can put individual control at the child's fingertips allowing them to turn on / off the feature they want to interact with. The benefit of this is a dramatic reduction of water usage and energy but ALSO an increased amount of Interactivity. The simple on/off exercise provides the child with Action/Reaction – Cause/Effect – Cognitive development never before introduced to the industry. This ON DEMAND option is the most sustainable initiative in children's aquatics, eliminating any water wasted by an unattended feature while increasing the interactive element of the project as a whole. Rain Drop introduces this new concept on ALL projects and encourages our end users to assist us in changing the industry standards.</p> <p>Fiberglass is "greener" than Stainless Steel</p> <p>Fiber Reinforced plastic "FRP" or Glass Reinforced Plastic "GRP" are terms often used to describe composite based products. These products have many advantages over their steel, stainless steel, and aluminum counterparts that contribute to the totality of its lack of environmental impact. In other words, composite products are the greenest solution due to their low embodied energy. Embodied energy is the sum energy expended to produce a component from the lowest raw elements to completion. This includes the energy required to extract, refine, convert to usable intermediates, transport, manufacture parts, and haul finished parts. In fact, some of the composite resins and fiber reinforcement are made from renewable, sustainable, biomass organic materials that reduce the carbon that is released into the environment from the production of the alternative materials as they grow. The lifecycle assessment of composite parts is generally 50 years to 99+ years dependent on the specific product. This means multiple replacements of environmentally damaging metal based products will occur during the lifespan of the composite product. The composite part will not corrode from the inside out and is not subject to electrochemical process corrosion. The composite end of life processing is far less impactful to environment than the other stated materials. Composite piping is noncorrosive and will not erode to failure from the interior out. Metal pipe often fail from interior erosion or stripping. Eventual total or catastrophic failure will occur with metal pipe systems dependent the pH, buffer intensity, alkalinity, and concentrations of calcium, magnesium, phosphates, and silicates in the water. When the pH level remains below 7.2, the water is considered corrosive and means etching of metals in equipment and piping will occur and will shorten the service life of the aquatic equipment. Composite aquatic equipment and piping are not harmed by corrosive water and disinfection oxidizing chemicals.</p>
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	None

40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Rain Drop Products qualifies as an Ohio Small Business Entity and used that qualification to obtain a low interest loan through the Ohio SBA 166 program which enabled it to purchase our 5-axis CNC router. Rain Drop Products has been deemed a Small Business Entity by the Ohio Statewide Development Corporation during its qualification for low interest financing reserved for Ohio Small Business Entities. Rain Drop Products qualifies as a Small Business per the standards set forth by the United States Small Business Administration. Federal Financing packages backed by the United States Small Business Administration have been offered to Rain Drop Products.	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Hybrid Manufacturing Medium - The manufacturers who make up the children's aquatic play industry can typically be separated into two groups: Those who use Stainless Steel as their primary manufacturing medium, and those who use Fiberglass as their primary medium. Arguably, both mediums have many strengths as well as weaknesses. Consequently, Rain Drop has adopted a hybrid approach to choosing our manufacturing medium dependent on the specific product. For products that we have Organic / Thematic shapes, Fiberglass is clearly the best manufacturing medium. Conversely, for products that are comprised of artistically bent pipe, stainless steel is the most economical solution. By adopting this Hybrid manufacturing approach, Rain Drop has much more flexibility to cost effectively manufacture a wider variety of product than our competition thus providing Sourcewell members the most options for a aquatic play project.  Inclusive and Interactive Play elements – Rain Drop's focus on inclusion and interactivity is transforming the children's aquatic play industry. Our development on products that stimulate ALL the senses including Tactile, Audible, Proprioceptive, and Vestibular is transforming the landscape in aquatic play. Our development of products that use ACTION/RE-ACTION and CAUSE/EFFECT functionality is allowing us to create the most INTERACTIVE products our industry has ever seen. This unique approach to product development will provide Sourcewell customers the most innovated aquatic play features in the industry today.  Complete Turnkey Solution By combining every conceivable product category in the children's aquatic play industry with the ancillary products and services typically found on a project allows a Sourcewell member to issue a single purchase order for all the Aquatic Play Products, Shade, Surfacing, Engineering services, Installation services and training. The ability to be a one-stop shop will undoubtedly provide a unique cost savings opportunity for Sourcewell members.	*

**Table 9: Warranty**

**Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.**

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	Yes.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	While the warranty does have some stated limitations, these are common in the industry and does not adversely affect coverage	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	There is NO Geographic region of the United States or Canada for which we cannot provide a certified technician to perform warranty repairs. An example of our willingness to quickly respond to warranty needs in difficult to reach locations is the time a customer in Managua, Nicaragua had a defective yet under warranty part. This very small but critical part to their project (input output board) was preventing the highly publicized opening day which was scheduled for 24 hours later. We had the replacement part in stock but were unable to secure a source to overnight the part in time for the opening. Our solution was to purchase a plane ticket and fly an employee from our Ashland, Ohio office to Managua to deliver the part and turn around and fly home.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Rain Drop Products warrants the products DIRECTLY for each product category, including those products we simply distribute. We adopt the same warranty language including length, terms and conditions as well as exclusions. Privity for any warranty claim is between the Sourcewell member and Rain Drop Products. It would be Rain Drop's responsibility (not the Sourcewell member) to file a warranty claim with the original manufacture for any products where a warranty claim has been filed with Rain Drop directly.	*

47	What are your proposed exchange and return programs and policies?	<p><b>RETURN AND EXCHANGE POLICY</b></p> <p>We stand behind our products 100%. If you're not completely satisfied with your purchase, or you have a non-conforming product, we will work hard to resolve the issue. Most often we are able to resolve the issue with a field technician or an inhouse repair of damaged or nonconforming products. If the product is damaged in transit, a freight claim will be made on behalf of the customer. If the product is nonconforming, Rain Drop Products will pay for return freight and negotiated costs incurred or send a field technician to make necessary repairs.</p> <p>An exchange may be necessary as a last resort and is at the sole discretion of Rain Drop Products. An exchanged product may not be exact and is equal or of equal value. Exchanges are made only when the product defect cannot be repair with 3 attempts by a factory authorized or factory technician. Equal exchanges are not permitted as a result equipotential bonding issues and will be resolved by case. Most of our products are made to customers specified options and paint schemes. These products that are made to order have a 50% restocking fee, plus freight if applicable. This fee is the cost incurred to alter the product for resale. One of a kind products that are produced for a specific customer or have customer specific logos or mascots are not returnable or refundable. Off the shelf products and commodity based products have a 30% restocking fee from the OEM (original equipment manufacturer). If an order is canceled for any reason after we have received a purchase order from the customer, no fees or penalties will be implemented as long as the product has not been shipped or production of the item has not commenced. If the product is shipped, it must be returned at the customers expense in an unused and resaleable condition and are subject to restocking fees. If production on the product has begun, Rain Drop will negotiate with the customer for the incurred costs up to 100% of the selling cost of the product dependent of progress and product type. Our refund policy does not cover products damaged due to neglect, improper usage or application, wind damage or other acts of nature. Our products refund / return policy only covers products installed and used as intended.</p>	*
48	Describe any service contract options for the items included in your proposal.	<p>Rain Drop Products offers service contract options to assist the customer with construction site inspections at various intervals, advisory assistance during construction, commissioning of a new park, operation and maintenance training, seasonal startups, shutdowns, and winterization. These services ensure proper procedures are followed to help prevent damage to equipment and promote safe operation conditions. These services are offered as a one time visit or can be customized for an extended period depending on the customer needs.</p> <p>Construction Site inspections ensure the installation of infrastructure components and water features are correct and to industry standards and Rain Drop Product instruction.</p> <p>Construction advisor assist the contractor or installer to ensure products are installed correctly for safe reliable use.</p> <p>Commissioning of a new park ensures that all the supplied equipment is installed properly prior to energizing electrical components and pipe connections are correct. Through this process the equipment is adjusted and calibrated to optimal and intended performance. Startup training is available to train maintenance and operating personnel how to keep the system functioning in safe and reliable manner. Seasonal shutdown / winterization is to assist the maintenance personnel to shutdown the park to help prevent damage to equipment and pipe systems. Seasonal Startup assists maintenance personnel to get the park operational again and ensuring everything is adjusted and calibrated for safe operation.</p>	*

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Our normal Payment terms are 35% deposit / 65% balance prior to shipment for most customers. In addition to our stated pricing discount, we waive our standard terms and offer all Sourcewell members who purchase under this contract Payment Terms of Net 30	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	As the COVID-19 vaccines are slowly released and our country begins to come out of this 100 year pandemic, Rain Drop's core customer base will be reeling from the year long loss of income from sales tax, income tax, etc. Cities, Towns, Municipalities make up 95% of Rain Drop's revenue stream. From a financial perspective this customer base has been hit hard as it was forced to spend un-budgeted funds on Covid-19 related expenses at a time when they are also facing unprecedented revenue loss. Unlike the Federal Government, these entities must work within a balanced budget. As things get back to normal, very difficult decisions will have to be made regarding budget cuts in all areas from essential services to Parks and Recreation. Unfortunately, it's possible that a children's aquatic play project may take a back seat to keeping fireman and police employed. At the same time, however, this virus has emphasized the importance of providing local recreational alternatives for everyone. For these reasons Rain Drop has partnered with fellow Sourcewell contract holder NCL Government Capital (Sourcewell Contract #011620-NCL) to provide financing alternatives to Sourcewell members to a complete suite of finance solutions. NCL and is an industry expert in municipal financing solutions. NCL will offer leasing terms from 12-120 months on transactions from \$5,000.00 and up. Traditional leasing and financing programs will be offered along with programs specifically designed for schools and governmental entities including Tax-Exempt Municipal Leases and a Purchase Order Only program.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	In order to ensure accountability and accuracy, as the contract holder, ALL communications, quotations, Purchase Order processing, and/or invoicing would go through Rain Drop. Our external dealer network would be copied on ALL communication between the Sourcewell member and Rain Drop. Our internal and external sales, support and service staff always has access to ALL project communication and documents via our CRM and/or use of cloud based shared project folders. The Accountability / Reportability of our Sales Order / Invoice process is described in detail in Table 13 Line Item 62.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We currently accept P-cards from all the major P Card companies for all payments with a 4% surcharge additional cost. As an additional incentive to use the Sourcewell contract w will WAIVE the surcharge for all Sourcewell members.	*

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	We offer line item pricing discount off listed price. See pricing spreadsheet which breaks down pricing by product category. NOTE: In our continuing effort to ensure that the Sourcewell members received the industry best pricing, in the 3-1/2 years we have held the Sourcewell contract we have NOT submitted a price and change request to Sourcewell despite numerous price changes that occurred within our core product line during this same time period.	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	10% discount of the the stated MSRP	*

55	Describe any quantity or volume discounts or rebate programs that you offer.	The Pricing provided to Sourcewell for this contract represents the best pricing offered to any Entity, GPO, cooperative procurement organization or state purchasing department. The pricing methodology was based upon the assumption that Rain Drop would receive "average" sized single purchase orders from multiple entities across the Sourcewell membership which justified the volume discount. However, If a single Sourcewell member was contemplating a commitment to multiple orders or a single large purchase order, we could provide an additional discount dependent on the overall size of the opportunity and/or number and kind of features selected.	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	While it is difficult to imagine a product or service that is not accounted for in this offering, if one were to present itself we would supply a quote for each request. If the Sourcewell member desired to purchase the product based on the quote we would submit a pricing item change addition information per the Sourcewell guidelines to get it on the Contract.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	No additional costs are anticipated for the purchaser beyond what is included in the pricing provided in this submittal. Rain Drop is offering a total turnkey solution including from everything from Early Stage design, Engineered Stamped drawings, installation services to start-up and training.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All of our products are individually wrapped in foam and secured in wooden crates. Shipping charges are additional and unfortunately there is no current formula to determine freight costs without knowing the products and shipping location. All proposals include freight charges that are determined once the products are chosen and a shipping location is provided. We then determine the best mode of transportation, in most cases either less than truck load common carriers such as FedEx Freight, UPS Freight, YRC, etc., or private trucking companies that specialize in larger shipments and have less handling. We currently have contracts with three 3rd party logistics companies, eight common carriers (FedEx Freight, UPS Freight, YRC, ABF, Old Dominion, Pitt-Ohio, Ward and Saia) and dozens of private trucking companies. We shop all our freight utilizing these resources for the best price and service. We would be happy to provide these quotes to your members to show full transparency so they know they are getting the most economical rate possible and are only being charged what Rain Drop is being charged. We also charge for the shipping crates and handling fees to securely package and crate the products. We are waiving these charges for all Sourcewell members and will only charge for the freight services provided by the companies listed above. Our shipping department coordinates the delivery with the Sourcewell member and the trucking company. Our shipping department monitors the shipment until it is delivered communicating updates to the Sourcewell member daily until the product is delivered.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We have experience shipping all over the world. We have shipped products to Canada, Hawaii, Puerto Rico, Central America, South America, Europe, Asia and Australia. We utilize the same process as above for Canadian shipments. We also use some of the third party logistics companies for shipments to Hawaii and Alaska. However, we also have contracts with many international logistics companies that often offer better rates and service to these locations. We will shop for the best rates and service and charge the Sourcewell members in the same manner as listed above. We will also waive any charges for crates, packaging materials and handling. We can clear customs in Canada with our broker, but in most cases the Canadian company we sell to uses their own broker to clear customs. We do provide all necessary documentation to clear customs, whether through our broker, or the customer's broker.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Our product usually ships in two phases. The first shipment contains all the below grade components that need to be installed prior to pouring concrete. The second shipment would include all above grade features and mechanical equipment. The shipments are typically split for construction purposes, as the features needed prior to pouring concrete are readily available and the above grade components and mechanical equipment take longer to produce and ship. These features are not required to start construction thus multiple shipments are offered. We also can utilize Flatbed and Step Deck transportation for larger features and ease of handling.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	



**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Upon receiving a LEAD for a product or project inquiry, the lead is entered into our Customer Relationship Management system (CRM). At that time, if the customer has stated an interest in using the Sourcewell contract it is flagged as a potential Sourcewell Contract customer. Once the LEAD has been QUALIFIED it is converted into a OPPORTUNITY within our CRM (and retains the Sourcewell flag attribute). At any subsequent time an OPPORTUNITY can be flagged as a Sourcewell project after we educate the customer about the available options. Once an OPPORTUNITY gets to the proposal / quoting stage it is entered into our Enterprise Resource Planning Accounting Software (ERP). In order to access the Sourcewell pricing table within the ERP the quotation must indicate it is a Sourcewell project. This pricing table is the same one that is submitted to Sourcewell. If for any reason pricing is changed then a new price list would need to be submitted to Sourcewell following the SOURCEWELL VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM procedures. Once a quotation is accepted and a SALES ORDER is received. The quote is converted to a Sales Order in the ERP system. At the time it is converted to a sales order the ERP system PROGRAMMATICALLY creates a payment liability to Sourcewell equal to 2% of the overall Total Cost. Rain Drop follows the Accrual method of bookkeeping for both financial statement and tax purposes therefore the ERP system would programmatically accrue a Balance sheet EXPENSE equal to the 2% administrative fee at the time of sale order conversion and would also create a corresponding Balance sheet liability of 2% payable to Sourcewell. Once the customer has been invoiced for the order and pays in total for the Order, the payment to Sourcewell would become DUE and payable as well as reportable on our Quarterly Sourcewell Reporting requirement. Once a check is cut to Sourcewell for all of the currently DUE payments our accounting system debits the amount of the check from our CASH account and also credits the same amount out of our balance sheet liability account. The ONLY way to allow our system to pull the Sourcewell pricing list is to flag it for Sourcewell pricing. Rain Drop Products strictly adheres to GAAP (Generally Accepted Accounting Principals) and as such it would be an unacceptable accounting irregularity to modify these accrual accounts AFTER an order has been placed. At any time, we have the ability to run reports that show the number / \$ value of Sourcewell projects in our CRM designated as Leads or Opportunities. In addition, at any time we have the ability to run reports within our ERP system which shows the name and value of any quotation that has been flagged for Sourcewell pricing. Finally, at any time we have the ability to run reports within our ERP system which shows the name and value of any converted Sales Orders that have been flagged for Sourcewell pricing and indicate if they are currently due and payable. As a redundant check to prevent accidental omission, each of the Regional Sales Directors is sent a monthly report which indicates the current status of Sourcewell quoted Opportunities and converted Sales Orders. Since the Regional Sales Directors have a financial incentive to use the Sourcewell contract they act as a secondary audit to ensure that no order is accidentally omitted.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	The proposed administrative fee calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, is two percent (2%).

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>A lesson learned in our first Sourcewell contract was that members who are interested in using the contract to purchase the aquatic play equipment demand that a COMPLETE package be offered. They have educated us that it makes little sense to purchase the aquatic play equipment directly using the Sourcewell contract only having to publicly bid all of the remaining products and services necessary for the project. Rain Drop is offering a COMPLETE package for all of the equipment / services related to the design, engineering, installation, training, service and maintenance of a children's aquatic play project regardless of size. A Sourcewell member could potentially issue a single PO and receive all things required in an aquatic play project. Our proposed offering goes beyond the core aquatic play toys/structures/slides and equipment and provides a solution for the many other things that are necessary and typically commonly found in an aquatic play project. Examples of the diverse PRODUCTS we are offering can be found in both the SHADE and SURFACING products that are included. Examples of the diverse SERVICES we are offering can be found in the Engineering Stamp Services and Installation services we are offering. A complete breakdown of the many various subcategories and descriptions can be found in Table 14A- Line item 65</p>
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Product MAIN Categories - Inclusive Play- Children's Aquatic Recreation – Sprayground – Splash pads - Zero Depth Entry pools – Waterparks – Spray pad – Installation Services – Training – Maintenance</p> <p>Product Sub-Categories</p> <p>Surface Spray Features – Water play features embedded in the concrete which spray water in many different configurations directly out of the surface. With and without LED LIGHTS</p> <p>Above Ground Features – Water play features affixed to the surface that spray water in many different configuration's, shapes, sizes, &amp; heights.</p> <p>Custom Features / Creature Features – Water play features affixed to the surface that spray water in many different configuration's, shapes, sizes, &amp; heights. These features are organic and thematic and can be customized for each customer to meet their specific needs.</p> <p>Slides - Water play features which allow the user to slide down in many different configurations, shapes, sizes and heights including Children theme slides, Children double racer slides, Childrens single open speed slide, Childrens tube slide polyethylene , Childrens open flume slide polyethylene , Childrens tube slide slide fiberglass, Childrens open flume slide fiberglass, Teen to adult open flume slides 36" fiberglass , Teen to adult tube Slides 32" fiberglass, Tower slides with multiple tube and open slide configurations</p> <p>Play Structures – Complete line of multilevel structures with slides, dumping buckets and various other interactives including both Stainless Steel &amp; Fiberglass Structures, Pocket Pools Structures, Pool Structures, Splash Pad Structures</p> <p>Water Management – Complete line of Manifolds, Pumps, Sand Filters, etc. including</p> <p>Automation controls and devices – PLC and DMX based controllers, DMX show controllers , Custom Show Programming, Automation Controller, Water Chemistry Controls, Sound Controls</p> <p>Sensors for interactivity including Capacitive, Inductive, Proximity, Through beam, Infrared, Load Cells, Pressure, Temperature, Flow, Vision , Touch buttons, Interactive buttons with lights and vibration</p> <p>VFD (Variable frequency drives)</p> <p>Filtration including Sand Filters, Cartridge Filters, Screen Filters</p> <p>Manifolds / PVC water distribution manifolds and Stainless Steel water distribution manifolds</p> <p>Underground water distribution / Tanks / Fiberglass reservoir tanks-potable water / Precast concrete tanks-potable water / Chemical storage tanks</p> <p>Decorative Fountains – including LED lights, DMX controlled sounds and music, Automated fountain nozzles, Fountain Nozzles, Fountain Controls, Fountain Filtration, DMX controls pumps</p> <p>Service – Onsite Installation Supervision, Onsite Training, Onsite Troubleshooting &amp; Repair - Turnkey Installation Service</p> <p>Engineering Services – Pre-Sale Project Design, Stamped Project Drawings, Custom</p>

		<p>Product development</p> <p>Automation controls and devices – PLC and DMX based controllers, sensors, VFD (Variable frequency drives)</p> <p>SHADE with the most trusted brand USA SHADE</p> <ul style="list-style-type: none"> <li>· Square Shade and Rectangle structures are the most common workhorse shade structure.</li> <li>· Multi-Sided structures provide the fun circus tent and carnival umbrella feel while providing large shade area affordably</li> <li>· Sail shade structures offered is 3 point, 4 point, and 5 point provide a modern innovative look while providing excellent shade</li> <li>· Cantilever are great for use where posts are not welcome in the play space</li> <li>· Single Post designs have a wide variety shade structures that are simple to complex in shape and post placement</li> <li>· Specialty shades structures that resemble flowers and butterflies</li> <li>· Custom shades are design and built to your taste and need</li> </ul> <p>Surfacing with the most awarded and safest surfacing option on the market</p> <p>Life Floor foam-rubber flooring tile safety surfacing over hard rough concrete</p> <p>Decorative theme tiles with many color choices Surfacing tile shapes come in square, triangle, hexagon, inlay, and custom shapes</p> <p>Surfacing tiles come in 3/16", 3/8", and 7/8" thicknesses, and can be layered for additional fall attenuation</p> <p>Surfacing tiles for play structures platforms to add safety and a splash of color</p> <p>Extremely customized and theme slide landing pads</p> <p>Slip resistant and hygienically formulated</p> <p>Does not interfere with mechanical systems or clog drains, filtration systems, or spray nozzles</p> <p>The only play surfacing specifically designed for wet play applications</p> <p>Award winning surfacing that meet or exceed industry standards, and in some cases the only one that does</p> <p>Ultra Tuff Coat Concrete coatings</p> <p>Nonslip coatings to provide a budgetary option for a splash of color and theme</p>
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**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
66	Playground equipment, site furnishings, site amenities, and accessories.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Site Furnishings & Site Amenities and accessories via Distribution of USA SHADE and LIFE FLOOR surfacing	*
67	Water play and aquatic recreational structures and equipment.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Complete product line of ALL products involved in the children's aquatic play industry.	*
68	Playground surfacing and fall protection, and water play and aquatic recreational surfacing.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Surfacing and Fall protection and water play and aquatic recreation surfacing provided via distribution of LIFE FLOOR surfacing products.	*
69	Services related to the solutions above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Installation, Training, Maintenance and repair services for all product categories offered in our complete turnkey installation proposal.	*

**Table 15: Industry Specific Questions**

Line Item	Question	Response *
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70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>As we did with our first Sourcewell contract, we plan to make a public records request for sales information from all of the vendors who sold children's aquatic play products under the Contract number #030117 Indoor &amp; Outdoor Recreation &amp; Playground Equipment. In addition, we will make a similar public records request for all other nationwide competitively bid cooperative purchasing organizations like US Communities / Omnia Partners, HGAC, etc. Using this information, we can gauge our past performance against other vendors in our product category and use it to set future sales goals. A required field in our CRM system for every sales opportunity is "Purchase Method". The options for this field are Public Bid-Sole Source, Public Bid-Basis of Design, Public Bid-"Or Equal", Direct purchase, Direct purchase-Sourcewell. We can view the quantity of these various purchase methods in a series of dashboards within the CRM. We will be able to measure our current / past performance over any period of time. Due to the higher costs and labor demands associated with public bids we encourage and incentivize our sales force to get Direct purchase and/or Direct Purchase-Sourcewell.</p>
71	Describe how your offering addresses the needs of user's safety, well-being, and range or level of accessibility?	<p>Rain Drop believes that the principals of Universal Design, ADA compliance &amp; Accessibility are the MINIMUM standards for which every project should meet. ADA compliance is the law and compliance is mandatory. Guided by a company mantra of "Maximizing the sensory and cognitive experience for children of ALL abilities" we strive to go far beyond Accessibility to create fully INCLUSIVE and INTERACTIVE projects. In our product design process we constantly integrate elements that stimulate ALL of the senses – Visual, Tactile, Audible, Proprioceptive, &amp; Vestibular. A short three minute video emphasizing our commitment to Inclusion can be found here.  <a href="https://youtu.be/Fq3LPloyaY4">https://youtu.be/Fq3LPloyaY4</a></p> <p>Rain Drop has become a "thought leader" on the subject of Inclusive Aquatic Play and has been asked to present at numerous educational forums across the country on this subject. A quick Google search of the "Inclusive Aquatic Play" yields many top results that refer to presentations, videos, articles that reference Rain Drop's mission to make children's aquatic play more inclusive. Additionally many industry articles have been written about the idea of inclusive aquatic play and have featured Rain Drop as leader in this arena.</p> <p>The American Society for Testing and Materials (ASTM) creates standards which are used all over the world to improve product quality, enhance health and safety, and to let customers know they can count on products. One such standard relates to the aquatic surfacing company we plan to distribute under this contract. NSF/ANSI 50 Certification</p> <p>Life Floor is the ONLY surfacing product certified to NSF/ANSI-50 in relation to "interactive water venues". This standard outlines the performance characteristics of a safety surface around "interactive water venues" such as splash pads and other children's aquatic play venues. Surfacing products are tested for: slip resistance, impact cushioning, chemical resistance, UV resistance, cleanability, and impermeability. 37 states currently reference NSF/ANSI 50 and an additional 4 states have counties that reference NSF/ANSI-50. The Model Aquatic Health Code as set out by the CDC has adopted NSF/ANSI 50 standards; ISPC also references NSF/ANSI-50. The mere presence of a safety surfacing standard provides additional protection for customers as it is always in a facility's best interest to adhere to NSF standards in terms of both operational excellence and risk mitigation. Meeting NSF standards for sanitation, health and safety provide facilities additional protection from potential lawsuits. The NSF/ANSI 50 standard reduces the chance of injuries. However, should an injury occur, operators are able to confirm they were operating under the best and safest practices in the industry. On a product level, using NSF/ANSI 50 certified products takes the guesswork out of finding safe, high-performing products and services for aquatic operators. Independent testing ensures that a product with NSF certification can be trusted to serve public health.</p>

72	Describe how your offering addresses the user's desire to customize the offering (e.g. themes, etc.).	<p>One of Rain Drop's core strengths and key distinguishing factors in this industry is our ability to provide our customers with the most thematic, organic, custom offerings in the industry today. A cursory review of the websites of the major players in the children's aquatic play industry will reveal the significant distinction in the amount of custom thematic products when compared to our competition. A key selling technique for our sales team is to try and find a unique aspect of the particular product location and then create a custom feature specific for the area. These custom features are often mascots, brands, identities of the city / town / municipality where the project is located. Not only does this give the customer a uniqueness to the project but also prevents our competitors from being able to "steal" the job. Rain Drop owns and operates state-of-the-art CNC machining centers to transform 3D digital information into the most creative sculptures, tooling, custom pieces, and finished products. By employing the latest technologies, a project or idea that might once have taken months to execute, can now be completed in days or weeks. The time savings gives us an incredible advantage in the marketplace. The concept renderings presented to the customer are the same digital file used to cut their unique and exciting product. Speed, accuracy, and repeatability are of the utmost importance in mold and pattern making, and we can affordably bring dreams to reality for the imagination of millions. Our 5 axis CNC router combined with our primary manufacturing medium Fiberglass provides us the ability to quickly and cost effectively create new custom features regardless of the particular theme. Rain Drop can even create products that meet the high demands of intellectual property owners. For instance, we recently completed a project for the Cartoon Network hotel featuring a "Power Puff Girls" splash park. Another example can be found in the "Bob the Builder" splash pad we created for Splash Down Beach waterpark.</p>
73	Identify any certification(s) that your business or the products included in your proposal have attained or received.	<p>Rain Drop Products offering listed in this proposal are certified where applicable with the organization listed in this section. The individual product documentation provide certification information or upon request. The products listed in this proposal have certifications or declarations that conform with but not limited to the following standards organization and laboratories:</p> <p>ASTM F24 Standards: This is world's largest international standards developing organizations. This committee currently has jurisdiction of 24 standards, published in the Annual Book of ASTM Standards, Volume 15.07. These standards play a preeminent role in all aspects important to amusement rides and devices.</p> <p>ASTM F15 STANDARDS: This committee has jurisdiction over 100 standards for consumer products. This ASTM committee has jurisdiction of commercial playground equipment and pool safety.</p> <p>NSF/ANSI Standard 50: This is the American National Standard for swimming pool equipment, spas, hot tubs and other recreational facilities including filters and filter media, pumps, valves, water circulation devices, hose, piping, fittings, pool alarms, pool covers, chemical generation and feeding systems, and advanced water treatment and oxidation technologies, such as ozone and ultraviolet (UV) systems. Most state and local pool codes for commercial, waterparks, splash pads, municipal, hotel, motel, apartment, and condominium require compliance with NSF/ANSI Standards. This is an essential health standard to prevent adverse effects to human health.</p> <p>NSF/ANSI Standard 61: This standard of drinking water system components is to establish minimum requirements for the control of potential adverse human health effects from products that contact drinking water. NSF/ANSI Standard 61 includes criteria for testing and evaluating products to ensure they do not leach contaminants into the water that would be a health concern. These contaminants include those regulated by the United States Environmental Protection Agency (USEPA) and Health Canada, as well as any other non-regulated compounds that may be of concern.</p> <p>LEAD FREE COMPLIANCE CERTIFICATION: California's Low-Lead plumbing law (California Health &amp; Safety Code Section 116875; commonly referred to as AB1953) and Vermont Lead in Consumer Products law (Act 193); effective January 1, 2010, prohibits the sale of any plumbing products intended to convey water for human consumption through drinking or cooking that contain lead in excess of a 0.25% weighted average. NSF International has developed a recognized evaluation protocol, NSF-61 Annex G, which serves as independent 3rd party certification of product compliance to California and Vermont low-lead plumbing laws.</p> <p>Underwriters Laboratories Inc. (UL) - UL helps companies demonstrate safety, confirm compliance, enhance sustainability, and deliver quality and performance. This certification establishes trust with the user that the design, manufacture, and use of the product conforms with best industry standards in the United States of America.</p> <p>Underwriters Laboratories Inc. (cUL) - UL approval for Canada – Underwriters Laboratories of Canada is an independent product safety testing, certification and inspection organization. UL helps companies demonstrate safety, confirm compliance, enhance sustainability, and deliver quality and performance. This certification establishes trust with the user that the design, manufacture, and use of the product</p>

		<p>conforms with best industry standards in Canada.</p> <p>Canadian Standards Association. (CSA) Combined logo - CSA approval for Canada and the USA CSA Group delivers confidence and peace of mind to manufacturers, retailers, code authorities and consumers around the world. With the experience and knowledge of thousands of volunteer members, more than 1,600 in-house technical experts and nearly a century of experience in standards development and product certification, we offer you the solutions you need to operate and live in today's world, and the guidance to drive you towards success tomorrow.</p> <p>Intertek ETL Listed - Approval for the USA – Intertek is one of the world's largest Testing, Inspection and Certification companies. The following is a list of Standards Intertek test to for the North American; ASME, ASTM, ANSI, CSA, NFPA, NOM, NSF, UL / ULC</p> <p>Intertek ETL Listed - Approval for Canada – Intertek is a Certification Body by the Standards Council of Canada.</p> <p>ISO9001: The ISO9001 standard is the most recognized international quality system standard. This quality system controls the total process of incoming materials, process control, testing and final inspection</p> <p>American Water Works Association Standards C901 Polyethylene (PE) Pressure Pipe, Tubing and Fittings, 12-Inch Through 3-Inch, for Water.</p> <p>Plastics Pipe Institute Report PPI-TR 9 Recommended Design Factors and Design Coefficients for Thermoplastic Pressure Pipe NSF Standards.</p> <p>NSF/ANSI Standard No. 61 for Drinking Water Systems Components--Health Effects Standard 50 for swimming pool equipment, spas, hot tubs and other recreational facilities including filters and filter media, pumps, valves, water circulation devices, hose, piping, fittings, pool alarms, pool covers, chemical generation and feeding systems, and advanced water treatment and oxidation technologies.</p> <p>Uni-Bell PVC Pipe Association Uni-Bell Handbook of PVC Pipe , Chapter VIII, Table 8.7.</p>
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Table 16: Exceptions to Terms, Conditions, or Specifications Form

**Line Item 74. NOTICE:** To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
None	None	None



**Proposer's Affidavit****PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcwell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcwell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  - c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Mark Williams, President / CEO, Rain Drop Products

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum 6_Playground_Water_Play_Equipment_RFP_010521</b> Tue December 22 2020 03:29 PM	<input checked="" type="checkbox"/>	1
<b>Addendum 5_Playground_Water_Play_Equipment_RFP_010521</b> Fri December 18 2020 04:15 PM	<input checked="" type="checkbox"/>	1
<b>Addendum 4_Playground_Water_Play_Equipment_RFP_010521</b> Mon December 7 2020 07:55 AM	<input checked="" type="checkbox"/>	1
<b>Addendum 3_Playground_Water_Play_Equipment_RFP_010521</b> Thu November 19 2020 08:52 AM	<input checked="" type="checkbox"/>	1
<b>Addendum 2_Playground_Water_Play_Equipment_RFP_010521</b> Fri November 13 2020 09:09 AM	<input checked="" type="checkbox"/>	2
<b>Addendum 1_Playground_Water_Play_Equipment_RFP_010521</b> Thu November 12 2020 10:53 AM	<input checked="" type="checkbox"/>	2

**AMENDMENT #1  
TO  
CONTRACT #010521-RDP**

THIS AMENDMENT is by and between **Sourcewell** and **Rain Drop Products LLC** (Vendor).

Sourcewell awarded a contract to Vendor to provide Playground and Water Play Equipment with Related Accessories and Services to Sourcewell and its Participating Entities, effective February 18, 2021, through February 17, 2025 (Original Agreement).

The parties wish to amend the following terms within the Contract.

1. This Amendment is effective upon the date of the last signature below.
2. Section 18. Insurance, Subsection A. Requirements, Item 5. Professional/Technical Errors and Omissions of the Original Agreement is deleted in its entirety.
3. Section 18. Insurance, Subsection A. Requirements, Item 4 Umbrella Insurance of the Original Agreement is modified to reduce the minimum limits required to \$1,000,000 per occurrence and annual aggregate.

Except as amended by this Amendment, the Original Agreement remains in full force and effect.

**Sourcewell**

DocuSigned by:  
By: Jeremy Schwartz  
Jeremy Schwartz C0FD2A139D06489...

Title: Director of Operations & Procurement/CPO

Date: 5/24/2021 | 2:57 PM CDT

**Rain Drop Products LLC**

DocuSigned by:  
By: Mark Williams  
Mark Williams 20ACAB488449430...

Title: President / CEO

Date: 5/24/2021 | 12:25 PM PDT

**Sourcewell-APPROVED:**

DocuSigned by:  
By: Chad Coquette  
Chad Coquette 7E42B8F817A64CC...

Title: Executive Director/CEO

Date: 5/24/2021 | 3:00 PM CDT

## **Rain Drop Products, LLC #010521-RDP**

Pricing for contract #010521-RDP is provided at 10% off MSRP to Sourcewell participating agencies.

If a single Sourcewell participating agency was contemplating a commitment to multiple orders or a single large purchase order, Rain Drop Products would be willing to provide an additional discount, dependent on the overall side of the opportunity and/or number and kind of features selected.

## SALES ORDER

ORDER NUMBER: **1824051**

ORDER DATE: 12/6/2022

## CHANGE ORDER

QUOTE DATE: 7/7/2022

April 28, 2023

SALESPERSON: EZEL

9:09 am

CUSTOMER NUMBER: HERNAND

PURCHASER: HERNANDO COUNTY PARKS AND REC  
 BILLING ADDRESS: ATTN: ROB TALMAGE  
 PARKS AND REC ADMINISTRATOR  
 16161 FLIGHT PATH DRIVE  
 Brooksville, FL 34604  
 PHONE:  
 FAX:  
 ATTN:  
 CUSTOMER PO:  
 PROJECT: ANDERSON SNOW PARK

SHIPPING ADDRESS:  
 ANDERSON SNOW PARK  
 1360 ANDERSON SNOW RD  
 Spring Hill, FL 34609

ITEM #	DESCRIPTION	GPM	ORDERED	SHIPPED	BACK ORDER	PRICE	AMOUNT
<b>ABOVE GROUND FEATURES</b>							
/CVDB-001-OM-SS	CURVY DUMP BUCKET-OM-SS	90.00	1.00	0.00	0.00	54,450.00	54,450.00
TARS-004-OM	TRIPLE ARCH RAINSTORM-OM	55.80	1.00	0.00	0.00	19,794.50	19,794.50
<b>REQUIRES 3 OMNIPODS</b>							
DLPT-001	FEATURE ORNAMENT-DOLPHIN		1.00	0.00	0.00	5,857.50	5,857.50
TRCH-001-OM	TREASURE CHEST-OM	15.00	1.00	0.00	0.00	9,872.50	9,872.50
CFSC-001-OM	CROCODILE STEVE-OM	15.00	1.00	0.00	0.00	4,845.50	4,845.50
CFSK-001-OM	AQUA SHARK-OM	16.80	1.00	0.00	0.00	4,845.50	4,845.50
LKBN-006-OM	LEAKIN BEACON 3-OM	56.10	1.00	0.00	0.00	34,842.50	34,842.50
BLSJ-005-OM	BELLE SPRAY JET-OM	30.00	1.00	0.00	0.00	3,025.00	3,025.00
/PFPC-001-INC-OM	PIPE FALLS PLAY CENTER 3- 6V-O	66.10	1.00	0.00	0.00	16,967.50	16,967.50
KSPL-001-OM-SS	PRISMATIC PALM TREE-OM-SS	11.40	1.00	0.00	0.00	11,962.50	11,962.50
SPSF-001-OM	SPINNING STARFISH-OM	1.70	1.00	0.00	0.00	6,594.50	6,594.50
CFSR-001-OM	SAMMY THE STINGRAY-OM	15.20	1.00	0.00	0.00	4,845.50	4,845.50
MNSH-001-OM	MINI PIRATE SHIP SLIDE-OM	98.50	1.00	0.00	0.00	75,625.00	75,625.00
PAD-6X8	PAD-6X8 SLIDE EXIT PAD		1.00	0.00	0.00	4,141.50	4,141.50
WFCN-009-OM	WATER FUN BARREL CANNON-OM	11.40	1.00	0.00	0.00	6,594.50	6,594.50
HCWF-002-OM	WATER FUN ACCESSIBLE PIRATE CA	11.40	1.00	0.00	0.00	8,195.00	8,195.00
/BCHSPN-001-INC-OM	BEACH BALL ELEVATED SPINNER, I	24.40	1.00	0.00	0.00	13,068.00	13,068.00
TRTW-001-OM-SS	TORNADO TWISTER-OM-SS	22.90	1.00	0.00	0.00	7,012.50	7,012.50
WAVE-001-OM	BIG KAHUNA WAVE-OM	90.00	1.00	0.00	0.00	9,553.50	9,553.50
/SHIP-004-OM	I SIDED SPRAYING BOAT OMNI	30.00	1.00	0.00	0.00	32,670.00	32,670.00
PRSL-001-OM	PIRATE SLOOP-OM	37.90	1.00	0.00	0.00	13,612.50	13,612.50
WFCN-010-OM	WATER FUN PIRATE CANNON-OM	5.10	1.00	0.00	0.00	5,720.00	5,720.00
SHPR-003-OM	SHIP BOW W/CANNONS-OMNI	22.90	1.00	0.00	0.00	21,994.50	21,994.50
DSDV-001-OM-XL	DEEP SEA DIVER-OM	11.10	1.00	0.00	0.00	7,617.50	7,617.50
CASK-001-OM	WINE CASK 5-OM	33.70	1.00	0.00	0.00	12,391.50	12,391.50
<b>SURFACE SPRAYS</b>							
MPKJ-002-OM	MINI POPKORN JET-OM	11.40	2.00	0.00	0.00	632.50	1,265.00
<b>LOOP 2</b>							
/SHFS-001-OM	SHADOW SHAPE FISH	11.80	4.00	0.00	0.00	825.00	3,300.00

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 ANDERSON SNOW PARK  
 1360 ANDERSON SNOW RD  
 Spring Hill, FL 34609

**LOOP 2 & 2**

FMGS-003	FOAM GEYSER	32.00	1.00	0.00	0.00	2,750.00	2,750.00
TNLP-001-OM	TINY TOOLIP SPRAY-OM	10.60	2.00	0.00	0.00	632.50	1,265.00

**LOOP 2**

PPJT-003	POPJETS 4	32.10	2.00	0.00	0.00	511.50	1,023.00
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**LOOP 2**

WTJT-001-OM	WATER TIARA-OM	11.40	2.00	0.00	0.00	632.50	1,265.00
GSJT-001-OM	GUSHER JET-OM	15.20	2.00	0.00	0.00	632.50	1,265.00

**LOOP 2**

CIRT-012	CIRCLE TIME 12	20.20	1.00	0.00	0.00	4,411.00	4,411.00
/SHMR-001-OM	SHADOW SHAPE MANTA RAY, UPSTRE	11.80	3.00	0.00	0.00	825.00	2,475.00

**LOOP 3**

TFJT-001-OM	TRIPLE FAN JET-OM	11.40	2.00	0.00	0.00	632.50	1,265.00
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**LOOP 2****MOUNTING SYSTEM**

POD-A001	OMNIPOD TEMPLATE	38.00	0.00	0.00	0.00	0.00	-
POD-A002	OMNIPOD TEMPLATE 3	2.00	0.00	0.00	0.00	0.00	-

**CONTROL SYSTEM**

BOL-005	BOLLARD ACTIVATOR- TOUCH	3.00	0.00	0.00	0.00	3,055.00	9,165.00
/MFD6-14293240	MANIFOLD 6", 4-1", 9-2", 2-3",	1.00	0.00	0.00	0.00	3,215.30	3,215.30
/MFD6-11021230	MANIFOLD 6", 10-1", 12-2", 0-3	1.00	0.00	0.00	0.00	4,040.30	4,040.30
40							
SOL-MFD-ISOS-UN	2" SOLENOID VALVE ASSEMBLY, T	17.00	0.00	0.00	0.00	330.00	5,610.00
N-2-DC							
SOL-MFD-ISOS-UN	1" SOLENOID VALVE ASSEMBLY, T	11.00	0.00	0.00	0.00	220.00	2,420.00
N-1-DC							
BFV-MFD-3	3" BUTTERFLY VALVE ASSY FOR MA	2.00	0.00	0.00	0.00	302.50	605.00
BLV-MFD-UNN-1	1" BALL VALVE ASSEMBLY-TRUE U	3.00	0.00	0.00	0.00	148.50	445.50
BLV-MFD-UNN-2	2" BALL VALVE ASSEMBLY-TRUE U	4.00	0.00	0.00	0.00	181.50	726.00
RNMK-VFD-040	RAIN MAKER FOR VFD-40 OUTLET	1.00	0.00	0.00	0.00	8,800.00	8,800.00
ZPP-BFV6-EPM6-24	BUTTERFLY VALVE-6"-ELECTRONIC	4.00	0.00	0.00	0.00	4,228.40	16,913.60

AC

**FOR UV BYPASS**



# SALES ORDER



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Brooksville, FL 34604

PHONE:

FAX:

ATTN:

CUSTOMER PO:

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SHIPPING ADDRESS:

ANDERSON SNOW PARK

1360 ANDERSON SNOW RD

Spring Hill, FL 34609

ZAW-BVPS-004	POWER SUPPLY - DEVERTER 4 VALV	1.00	0.00	0.00	2,475.00	2,475.00
VFD-103460	VFD FOR 10 HP 3PH 460V PUMP	2.00	0.00	0.00	1,475.00	2,950.00
VFD-153460	VFD FOR 15 HP 3PH 460V PUMP	2.00	0.00	0.00	2,395.00	4,790.00
<b>DRAINS</b>						
DRN12-002	DRAIN-12x12x12-FIBERGLASS-6" N	10.00	0.00	0.00	544.50	5,445.00

*A compatible VFD to the Rain Maker controller is needed for the installer to purchase from Rain Drop*

Payment Terms:

35% Dep, 65% prior shipment

Net Order: 483,983.70

Less Discount: 48,398.37

Freight: 14,995.00

Sales Tax: 0.00

**Order Total: 450,580.33**

Less Deposit: 0.00

Order Balance: 450,580.33



## Board of County Commissioners

Meeting: 05/09/2023  
Department: Business Development  
Prepared By: Jessica Wright  
Initiator: Valerie Pianta  
DOC ID: 12220  
Legal Request Number:  
Bid/Contract Number:

### AGENDA ITEM

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#### TITLE

Acceptance of Hold Harmless and Indemnification Agreement With Cabot Citrus OPCO, LLC, for Cabot Citrus Farms

#### BRIEF OVERVIEW

The Hernando County Board of County Commissioners approved Resolution No. 2022-216 on November 8, 2022, establishing a Master Plan for Cabot Citrus OPCO, LLC. The applicant has requested the County issue building permits in order to construct resort-residential villas on the property prior to approval of the final plat. In conjunction with this agreement, the property owner must provide the attached Property Owner's Affidavit that stipulates the restrictions and requirements associated with the issuance of building permits prior to formal platting.

The County Administrator and Economic Development Director designated this project to be eligible for the Expedited Permitting, Inspections & Certification (EPIC) program due to the significant financial investment and jobs created from this project.

#### FINANCIAL IMPACT

There is no monetary impact from this amendment.

#### LEGAL NOTE

The Board has the authority to act on this matter pursuant to Chapter 125, Florida Statutes.

#### RECOMMENDATION

It is recommended that the Board approve and authorize the Chairman's signature on the attached Hold Harmless and Indemnification Agreement for Cabot Citrus Farms.

#### REVIEW PROCESS

Valerie Pianta	Approved	05/01/2023 3:47 PM
Aaron Pool	Approved	05/01/2023 3:51 PM
Pamela Hare	Approved	05/01/2023 4:05 PM
Kyle Benda	Approved	05/01/2023 4:07 PM
Heidi Kurppe	Approved	05/02/2023 10:50 AM
Scott Herring	Approved	05/02/2023 11:00 AM
Jeffrey Rogers	Approved	05/03/2023 10:40 AM
Colleen Conko	Approved	05/03/2023 10:52 AM

Return to:  
Hernando County Attorney's Office  
20 N. Main Street, Room 462  
Brooksville, FL 34601

**HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**  
**CABOT CITRUS FARMS**

This Hold Harmless and Indemnification Agreement (the "Agreement") is made by and between CABOT CITRUS OPCO, LLC, whose mailing address is 150 Bloor Street West, Suite 310, Toronto, Ontario M5S2X9 (the "Applicant"), and HERNANDO COUNTY, a political subdivision of the State of Florida, whose mailing address is 15470 Flight Path Drive, Brooksville, Florida 34604 (the "County").

**WITNESSETH:**

**WHEREAS**, the Applicant holds fee simple title to property located in the Cabot Citrus Farms development, which property is more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Property"); and

**WHEREAS**, the Applicant has requested that the County issue building permits in order to construct resort-residential villas on the Property (the "Project"); and

**WHEREAS**, the Applicant understands and agrees that constructing the Project upon the Property before the plat is formally approved by the County and recorded is being done solely at the Applicant's risk and may place such Project at risk of having to be substantially modified or completely removed, if necessary, by the Applicant in order for the County to formally approve the plat and, in spite of these risks, desires to commence construction of the Project upon the Property.

**NOW, THEREFORE**, in consideration of these premises, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Applicant and the County hereby agree as follows:

1. **RECITALS.** The above recitals are true and correct and are hereby incorporated as a material part of this Agreement by this reference.

2. **ACKNOWLEDGEMENTS.** The Applicant acknowledges that:

- a. The Applicant is requesting, at its sole risk, that the County issue building permits prior to approval and recording of a plat;
- b. Regardless of the Applicant's request, the Applicant has a continuing obligation to have a plat for the Project approved and recorded; and
- c. The Applicant understands and agrees that under no circumstance will the County issue a temporary or permanent certificate of occupancy until a plat is approved and recorded for the Project.



3. **HOLD HARMLESS AND INDEMNIFICATION.**

a. The Applicant hereby assumes sole and entire responsibility for any and all costs associated with the need to modify or remove, if necessary, any structure, easement, dedication, or other improvement(s) constructed or placed upon the Property that may arise during the County's review of the plat.

b. The Applicant and its successors, assigns, heirs, grantees, representatives, invitees, and permittees hereby agree to release, indemnify, defend (with legal counsel acceptable to the County), and hold the County, its Board members, officers, employees, contractors, agents, and elected and appointed officials, harmless from and against any and all claims, suits, judgments, demands, liabilities, damages, costs, and expenses (including but not limited to attorneys' fees, paralegals' fees, consultants' fees and costs at all administrative, pretrial, trial, and appellate levels) of any kind or nature whatsoever, including without limitation damage to property, arising out of or related in any way to the issuance of building permit(s) for the Project until such time as the plat for the Property has been approved and recorded.

4. **COVENANTS RUNNING WITH THE LAND.** This Agreement shall run with the Property and shall be binding on all parties having any right, title, or interest in the Property described herein or any portion thereof, their heirs, representatives, successors, and assigns until such time as the Agreement automatically terminates pursuant to Section 5 below.

5. **AMENDMENT/TERMINATION.** This Agreement may be amended or terminated only by express written instrument approved by the County and the Applicant. The foregoing notwithstanding, this Agreement shall automatically terminate upon recordation of the plat; provided, however, that the Applicant's assumption of responsibility and agreement to release, indemnify, defend, and hold harmless the County, as more fully set forth in paragraph 3 hereof, shall survive such automatic termination with respect to any event related to the issuance of the building permit(s) prior to approval and recording of the plat which may occur prior to the recording of the plat.

6. **APPLICABLE LAW.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue for any action related to this Agreement shall be in Hernando County, Florida.

7. **RECORDATION.** An executed original of this Agreement shall be recorded, at the Applicant's expense, in the Official Records of Hernando County, Florida. An executed original of such termination as may be necessary or desirable to reflect the termination of this Agreement pursuant to Section 5 above shall be recorded, at the Applicant's expense, concurrently with the recording of the plat.

8. **EFFECTIVE DATE.** This Agreement shall become effective on the date of execution by the County or the date of execution by the Applicant, whichever is later.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be duly executed by their respective duly authorized representatives on the dates set forth below.

HERNANDO COUNTY, FLORIDA

By: \_\_\_\_\_  
John Allocco  
Chairman

CABOT CITRUS OPCO, LLC, a  
Delaware Limited Liability Company

By: \_\_\_\_\_  
Daniel Knight  
~~Managing Director~~ **VICE PRESIDENT**

STATE OF FLORIDA  
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 3 day of MAY, 2023 by DANIEL KNIGHT who is personally known to me or produced DL as identification.



DEBRA JANE MACDONALD  
Notary Public  
State of Florida  
Comm# HH334379  
Expires 11/21/2026

Debra Jane MacDonald  
Notary Public

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

K. L. B. B.  
County Attorney's Office





**EXHIBIT "A" - LEGAL DESCRIPTION**

**Parcel I**

The Southwest 1/4 and the West 1/2 of the Northwest 1/4 of Section 2, Township 21 South, Range 18 East, Hernando County, Florida.

AND

The East 1/2 of the NW 1/4 of Section 2, Township 21 South, Range 18 East, Hernando County, Florida.

AND

All of the NE 1/4 of Section 2, Township 21 South, Range 18 East, Hernando County, Florida.

AND

The SW 1/4 of the SW 1/4 of the SE 1/4 of Section 2, Township 21 South, Range 18 East, Hernando County, Florida.

AND

The North 1/2 of the NW 1/4 of SE 1/4 of Section 2, Township 21 South, Range 18 East, Hernando County, Florida.

AND

The SE 1/4 of the NW 1/4 of the SE 1/4 of Section 2, Township 21 South, Range 18 East, Hernando County, Florida.

AND

The E 1/2 of the SW 1/4 of the SE 1/4 of Section 2, Township 21 South, Range 18 East, Hernando County, Florida.

AND

The NE 1/4 of the NE 1/4 of the SE 1/4 of Section 2, Township 21 South, Range 18 East, Hernando County, Florida.

AND

The NW 1/4 of SW 1/4 of SE 1/4 of Section 2, Township 21 South, Range 18 East, Hernando County, Florida.

AND

The SE 1/4 of Southeast 1/4 and the South 1/2 of Northeast 1/4 of Southeast 1/4, of Section 2, Township 21 South, Range 18 East, Hernando County, Florida.

AND

The NE 1/4 of the NW 1/4 and all that part of the West 1/2 of the NW 1/4 lying North and East of U.S. Highway No. 98, Section 11, Township 21 South, Range 18 East, Hernando County, Florida.

AND

A portion of Sugarmill Woods, Palm Village as per the map or plat thereof recorded in Plat Book 14, pages 1 through 102 inclusive of the Public Records of Hernando County, Florida, lying in Section 3 and 10, Township 21 South, Range 18 East, Hernando County, Florida, being more particularly described as follows:

For a Point of Beginning commence at the Northeast corner of said Section 3; thence S 00°04'38" E along the East boundary of said Section 3, 2659.27 feet; thence continue S 0°04'19" E along said East boundary 2658.69 feet to the Northeast corner of said Section 10; thence S 00°23'22" W along the East boundary of said Section 10, 1069.93 feet to the Southeast corner of said Sugarmill Woods, Palm Village; thence N 47°56'31"W, along the Southwesterly boundary of said Sugarmill Woods, Palm Village, 2144.37 feet; thence N 42°03'29" E along the Easterly right of way line of Palm Boulevard South as shown on said Plat, 48.00 feet; thence S 56°22'17" E along the Southwesterly boundary of Lot 1, Block B-522 of said Plat, 117.51 feet; thence N 33°37'43" E along the Southeasterly boundary of said Lot 1, 120.00 feet; thence N 33°37'43" E perpendicular to the centerline of Owatonna Drive as shown on said Plat, 30.00 feet; thence N 56°22'17" W along said centerline 7.33 feet; thence N 33°37'43" E perpendicular to said centerline, 30.00 feet; thence N 66°35'41" E along the Southeasterly boundary of Lot 26, Blocks B-524, 143.03 feet; thence the following seven (7) courses along the rear lot lines of Blocks B-524 and B-525 of said Plat: (1) N 38°54'35" W, 40.00 feet; (2) Northerly 382.15 feet along the arc of a curve to the left, said curve having a radius of 1088.79 feet, a central angle of 20°06'36", and a chord bearing and distance of



**Exhibit "A" continued**

N 15°01'01" E, 380.19 feet; (3) N 04°57'44" E, 110.00 feet; (4) Northerly 283.23 feet along the arc of a curve to the right, said curve having a radius of 513.80 feet, a central angle of 31°35'04", and a chord bearing and distance of N 20°45'16" E, 279.66 feet; (5) N 36°32'43" E, 25.56 feet; (6) N 36°32'44" E, 90.56 feet; (7) N 83°45'28" E, 61.40 feet; thence N 10°03'54" E, along the East boundary of Lot 1, Block B-525 of said Plat, 126.49 feet; thence N 28°30'00" E perpendicular to the centerline of Hupa Road as shown on said Plat, 30.00 feet; thence N 61°30'00" W along said centerline, 48.70 feet; thence N 28°30'00" E perpendicular to said centerline, 30.00 feet; thence the following five (5) courses along the rear lot lines of Lot 19 of Block B-525 and Lot 1 of Block B-526 of said Plat: (1) N 28°30'00" E, 85.00 feet; (2) N 79°10'35" E, 55.23 feet; (3) Northerly 100.10 feet along the arc of a curve to the left, said curve having a radius of 1321.78 feet, a central angle of 04°20'20", and a chord bearing and distance of N 19°48'52" E, 100.07 feet; (4) N 40°31'00" W, 56.42 feet; (5) N 11°07'43" E, 85.00 feet; thence N 11°07'44" E perpendicular to the centerline of Shawnigan Circle as shown on said Plat, 30.00 feet; thence S 78°52'16" E along said centerline, 52.43 feet; thence N 11°07'44" E perpendicular to said centerline 30.00 feet; thence the following seven (7) courses along the rear lot lines of Lots 1 through 7 of Block B-527 of said Plat: (1) N 11°07'43" E, 80.00 feet; (2) N 37°28'35" E, 44.64 feet; (3) N 39°57'21" W, 40.00 feet; (4) Northerly 143.49 feet along the arc of a curve to the left, said curve having a radius of 1321.78 feet, a central angle of 06°13'11", and a chord bearing and distance of N 00°24'19" E, 143.42 feet; (5) N 02°42'17" W, 334.29 feet; (6) N 39°27'48" E, 50.00 feet; (7) N 24°24'28" W, 130.00 feet; thence N 01°47'17" W perpendicular to the centerline of Shawnigan Circle, 30.00 feet; thence N 88°12'43" E along said centerline, 10.00 feet; thence N 01°47'17" W perpendicular to said centerline, 30.00 feet; thence the following six (6) courses along the rear lot lines of Lots 19 through 22 of Block B-526 and Lot 1 of Block B-528 of said Plat: (1) N 16°38'49" E, 126.49 feet; (2) N 31°01'04" W 40.00 feet; (3) Northerly 130.79 feet along the arc of a curve to the right, said curve having a radius of 1056.83 feet, a central angle of 07°05'26", and a chord bearing and distance of N 11°50'00" E, 130.70 feet; (4) N 15°22'43" E, 70.24 feet; (5) S 87°57'59" E, 40.00 feet; (6) N 08°33'36" W, 170.12 feet; thence N 16°02'43" E perpendicular to the centerline of Pontiac Court as shown on said Plat 30.00 feet; thence S 73°57'17" E along said centerline, 25.00 feet; thence N 16°02'43" E perpendicular to said centerline, 30.00 feet; thence the following five (5) courses along the rear lot lines of Lots 10 through 12 of Block B-528 and Lot 1 of Block B-529 of said Plat: (1) N 30°04'44" E, 153.36 feet; (2) N 31°31'19" W, 40.00 feet (3) Northerly 134.54 feet along the arc of a curve to the right, said curve having a radius of 9321.56 feet, a central angle of 00°49'37" and a chord bearing and distance of N 17°43'25" E, 134.54 feet; (4) N 66°51'19" E, 50.00 feet; (5) N 03°52'05" E, 133.74 feet; thence N 27°12'43" E perpendicular to the centerline of Ingalik Road as shown on said Plat 30.00 feet; thence along said centerline Northwesterly 83.81 feet along the arc of a curve to the left, said curve having a radius of 654.36 feet, a central angle of 07°20'19", and a chord bearing and distance of N 66°27'26" W, 83.75 feet; thence N 19°52'24" E perpendicular to said centerline, 30.00 feet; thence the following six (6) courses along the rear lot lines of Lots 12 through 15 of Block B-529 and Lot 1 of Block B-530 of said Plat: (1) N 59°05'03" E, 147.84 feet; (2) N 05°42'15" W, 40.00 feet; (3) N 20°12'44" E, 229.10 feet; (4) N 62°18'17" E, 54.92 feet; (5) N 08°20'24" W, 67.10 feet; (6) N 20°12'43" E, 60.00 feet; thence N 20°12'43" E perpendicular to the centerline of Puma Road as shown on said Plat, 30.00 feet; thence N 69°47'17" W along said centerline, 40.10 feet; thence N 20°12'43" E perpendicular to said centerline, 30.00 feet; thence the following five (5) courses along the rear lot lines of Lots 6 through 13 of Block B-530 of said Plat: (1) N 20°12'43" E, 75.00 feet; (2) N 70°24'28" E, 71.19 feet; (3) N 11°45'25" W, 49.98 feet; (4) Northerly 586.83 feet along the arc of a curve to the left, said curve having a radius of 2174.11 feet, a central angle of 15°27'54", and a chord bearing and distance of N 07°50'13" E, 585.05 feet; (5) N 00°06'16" E, 130.28 feet; thence S 89°46'17" E along the North boundary of said Section 3, 134.77 feet to the Point of Beginning.

LESS AND EXCEPT:

That portion of the above described lying within the right of way of U.S Highway No. 98 as shown on Florida State Road Department right of way map, section no. 0808-101, dated 3/16/50.

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ALTA Commitment (6-17-06)





**Exhibit "A" continued**

**PARCEL II**

The South 1/2 of Section 1, Township 21 South, Range 18 East, Hernando County, Florida, LESS AND EXCEPT the right of way for State Road 491;  
LESS that part thereof described as begin 630 feet North of the Southeast corner of Section 1 and run thence West 210 feet, North 420 feet, East 210 feet, and South 420 feet to the Point of Beginning.  
LESS that part conveyed in Special Warranty Deed recorded in Official Records Book 1241, page 972, Public Records of Hernando County, Florida;  
LESS that part conveyed in Quit Claim Deed recorded in Official Records Book 1925, page 317, Public Records of Hernando County, Florida.

**PARCEL III**

That part of the South 3/4 of the West 1/2 of the NE 1/4 of Section 11, Township 21 South, Range 18 East, Hernando County, Florida, lying West of graded road, being more particularly described as follows:

For a point of reference commence at the Northwest corner of the NE 1/4 of said Section 11; thence S 00°10'18" W along the West boundary of said NE 1/4 667.89 feet for a Point of Beginning; thence continue S 00°10'18" W, along the West boundary of said NE 1/4 667.89 feet; thence S 00°01'05" E along said West boundary, 1233.61 feet; thence the following two (2) courses along the Northwestern right of way line of Hebron Church Road, a graded roadway as presently (5/17/91) occupied: (1) N 26°40'24" E, 1625.22 feet; (2) N 27°22'09" E, 503.17 feet; thence N 89°51'29" W along the North boundary of the South 3/4 of the West 1/2 of the NE 1/4 of said Section 11, 959.27 feet to the Point of Beginning.

**PARCEL IV**

That part of the NE 1/4 of Section 11, Township 21 South, Range 18 East, lying East of a graded County Road known as Hebron Church Road, and the North 1/2 of the NE 1/4 of the SE 1/4 of Section 11, Township 21 South, Range 18 East, Hernando County, Florida.

**PARCEL V**

The North 1/2 of the NW 1/4 of NE 1/4 of Section 11, Township 21 South, Range 18 East, Hernando County, Florida, lying West of the graded road and being more particularly described as follows:

For a Point of Beginning commence at the Northwest corner of the NE 1/4 of said Section 11; thence S 89°45'45" E along the North boundary of said Section 11, 1320.99 feet; thence S 00°15'15" E along the East boundary of the NW 1/4 of the NE 1/4 of said Section 11, 72.15 feet to a point on the Westerly right of way line of Hebron Church Road, a graded roadway as presently (5/17/91) occupied; thence the following two (2) courses along said Westerly right of way line; (1) S 38°41'55" W, 258.77 feet; (2) S 27°22'09" W, 439.92 feet; thence N 89°51'29" W along the South boundary of the North 1/2 of the NW 1/4 of the NE 1/4 of said Section 11, 959.27 feet; thence N 00°10'18" E, along the West boundary of the NE 1/4 of said Section 11 667.89 feet to the Point of Beginning.

AND

That part of the NE 1/4 of the NE 1/4 of Section 11, Township 21 South, Range 18 East, Hernando County, Florida lying West of Hebron Church Road as presently 5/17/91) occupied, and being more particularly described as follows:

For a point of reference commence at the Northwest corner of the NE 1/4 of said Section 11; thence S 89°45'45" E along the North boundary of said Section 11, 1320.99 feet to the Northwest corner of the NE 1/4 of the NE 1/4 of said Section 11 for a Point of Beginning; thence S00°15'15" E along the West boundary of the NE 1/4 of the NE 1/4 of said Section 11, 72.15 feet to a point on

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ALTA Commitment (6-17-06)





**Exhibit "A" continued**

the Westerly right of way line of Hebron Church Road, a graded roadway as presently (5/17/91) occupied; thence N 38°41'55" E along said Westerly right of way line, 33.66 feet; thence N 24°58'03" W along said Westerly right of way line 50.61 feet to the Point of Beginning.

**PARCEL VI**

That part of the NW 1/4 lying North (or Northeasterly) of U.S. Highway 98; the North 1/2 of NE 1/4; and the NE 1/4 of SW 1/4 of NE 1/4, Section 13, Township 21 South, Range 18 East, Hernando County, Florida.

LESS AND EXCEPT that portion conveyed in Deed recorded in Official Records Book 1241, page 972, Public Records of Hernando County, Florida.

**PARCEL VII**

That part of the South 1/2 of SE 1/4 of SE 1/4 lying North (or Northeasterly) of U.S. Highway 98, Section 11, Township 21 South, Range 18 East, Hernando County, Florida.

**PARCEL VIII**

That part of the NE 1/4 of NE 1/4 of Section 14, Township 21 South, Range 18 East lying North (or Northeasterly) of U.S. Highway 98, Hernando County, Florida.

LESS AND EXCEPT that portion conveyed in Deed recorded in Official Records Book 1241, page 975, Public Records of Hernando County, Florida.

**PARCEL IX**

The West 1/2; the NE 1/4 less the right of way for State Road 491; the West 3/4 of the North 1/2 of the SE 1/4 of Southwest 1/4 of SW 1/4 of SE 1/4; and the South 1/2 of SE 1/4 of SE 1/4, Section 12, Township 21 South, Range 18 East, Hernando County, Florida.

**LESS AND EXCEPT**

A portion of the SE 1/4 of Section 12, Township 21 South, Range 18 East, Hernando County, Florida, being more particularly described as follows:

For a point of reference commence at the South 1/4 corner of said Section 12; thence N 00°13'23" W along the West boundary of said SE 1/4 660.14 feet; thence continue along said West boundary N 00°19'03" E, 676.53 feet to the Southwest corner of the North 1/2 of the SE 1/4 of Section 12 for a Point of Beginning; thence S 89°37'32" E along the South boundary of the North 1/2 1990.22 feet to the Southeast corner of the West 3/4 of said North 1/2 thence N 89°09'16" W along a line presently occupied as the South boundary of the said North 1/2 1990.31 feet; thence S 00°19'03" W, 16.37 feet to the Point of Beginning.

**LESS AND EXCEPT**

That portion conveyed in Deed recorded in Official Records Book 1241, page 972, Public Records of Hernando County, Florida.

**LESS AND EXCEPT**

That portion conveyed in Deed recorded in Official Records Book 1925, page 314, Public Records of Hernando County, Florida.

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ALTA Commitment (6-17-06)



**Property Owner's Affidavit**

I, \_\_\_\_\_ of \_\_\_\_\_ do hereby stipulate that I understand and agree with the following restrictions and requirements associated with the issuance of a building permit prior to formal platting. This request and accompanying documents are made part of this statement.

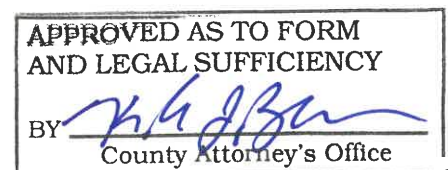
1. We shall utilize a preliminary final plat with the proposed street name, \_\_\_\_\_, which has been approved by the Zoning Division for the issuance of a permanent street address and agree to pay the appropriate fees as required for the issuance of said address.
2. We certify to the Hernando County Zoning Division that the applicant is the sole owner of all property contiguous to and fronting on the street in the preliminary final plat.
3. A scaled site plan, which we have provided, illustrates that there are no other property owners other than the applicant that are affected by the change.
4. We acknowledge any permitting is at the risk and expense of the applicant/developer if changes are made with the respect to the final recorded plat; and that no Certificate of Occupancy will be issued until an amended building permit is purchased, providing a permanent address, with the appropriate fee required.
5. We acknowledge that no Certificate of Occupancy shall be issued until a Certificate of Completion is issued for the subdivision; and all construction and permitting is at the risk and expense of the applicant/developer.

\_\_\_\_\_  
Property Owner's Signature

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, via \_\_\_\_\_ online notarization \_\_\_\_\_ in-person notarization, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did take an oath. \_\_\_\_\_

\_\_\_\_\_  
Notary Stamp: Notary Public Signature





## AGENDA ITEM

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### TITLE

Local Agency Program Agreement With State Department of Transportation for Construction and Construction Engineering Inspection Activities of West Landover Boulevard Sidewalk Project From Northcliffe Boulevard to Elgin Boulevard and Associated Resolutions

### BRIEF OVERVIEW

A Local Agency Program (LAP) Grant Agreement between the Florida Department of Transportation (FDOT) and Hernando County has been received for funding the construction and construction engineering inspection (CEI) activities associated with the West Landover Boulevard from Northcliffe Boulevard to Elgin Boulevard Sidewalk LAP project.

The project includes the construction and CEI activities of the West Landover Boulevard from Northcliffe Boulevard to Elgin Boulevard Sidewalk LAP project. The project entails the construction of a five-foot (5') sidewalk on the west side of West Landover Boulevard between Northcliffe Boulevard and Elgin Boulevard, approximately 1.2 miles (6,510 linear feet). The project will serve as an important north-south connection in the central part of Spring Hill.

FDOT will provide \$682,147.00 towards construction and construction engineering inspection (CEI) activities. FDOT has sequenced these funds as \$609,060.00 for contractual construction activities, \$59,483.00 for contractual construction engineering inspection (CEI) activities and \$13,604.00 for Department of Public Works Engineering Staff oversight of the project. Funds cannot be reallocated between sequencing and any costs above these amounts will be the responsibility of Hernando County.

An associated grant signature resolution and budget resolution are attached to this item for the Boards consideration and approval.

### FINANCIAL IMPACT

The grant will provide the County reimbursement by FDOT up to \$682,147.00 for construction and construction engineering inspection (CEI) activities. Funding will be budgeted in the following accounts if the agreement and budget resolution are approved:

- Account No.1013-34603-3314901 Const Gas Tax Fund, DPW-LAP Landover Con, Fed GRT-LAP 20.205
- Account No.1013-34603-5616371 Const Gas Tax Fund, DPW-LAP Landover Con, Improv-Sidewalks.

The grant does not have a funding match requirement, although any expenses incurred over the amount in the agreement will be the responsibility of Hernando County.

### LEGAL NOTE

The Board is authorized to take action on this matter pursuant to Section 125.01, Florida

Statutes.

## RECOMMENDATION

It is recommended that the Board approve and authorize the Chairman's signature on the attached Local Agency Program Agreement and associated resolutions for the construction and construction engineering inspection activities associated with the West Landover Boulevard from Northcliffe Boulevard to Elgin Boulevard sidewalk project, for a total amount of \$682,147.00.

## REVIEW PROCESS

Lillian Hoyt	Approved	04/14/2023 9:54 AM
Elaine Singer	Approved	04/18/2023 7:41 AM
Todd Crosby	Approved	04/19/2023 7:50 AM
Toni Brady	Disapprove	04/25/2023 10:23 AM
Helen Gornes	Approved	04/25/2023 2:03 PM
Shaun Kusnierczak - FYI	Notified - FYI	04/25/2023 2:03 PM
Toni Brady	Approved	04/25/2023 2:40 PM
Pamela Hare	Approved	04/25/2023 5:13 PM
Jon Jouben	Escalated	04/27/2023 5:21 PM
Pamela Hare	Approved	04/28/2023 9:12 AM
Jon Jouben	Approved	04/28/2023 12:59 PM
Heidi Kurppe	Approved	05/02/2023 10:42 AM
Scott Herring	Approved	05/02/2023 11:02 AM
Jeffrey Rogers	Approved	05/03/2023 10:29 AM
Colleen Conko	Approved	05/03/2023 10:46 AM





### Legend

- Proposed Sidewalk
- - - Existing Sidewalks

## Landover Blvd Proposed Sidewalk Transportation Alternative Application

Scale - Not To Scale  
Mapped By - Dept. of Public Works Engineering Div.  
Map Date - 4/23/2021

Hernando County Geographic Information Systems (GIS)  
Standard Legal Disclaimer

"The information in this database or as represented upon a digital or hard copy thereof is compiled and/or generated for internal County purposes, is not necessarily official, and may or may not reflect the most recent changes. Accordingly, use of this information is at the user's own risk, and Hernando County hereby disclaims any liability for claims, damages, injury or any kind based upon use of, or reliance upon, the information herein for any purpose."





# EXHIBIT 1

## STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM AGREEMENT

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FPN: 437484 1 58 01	FPN: 437484 1 68 01	FPN: 437484 1 68 02
Federal No (FAIN): D723 018 B	Federal No (FAIN): D723 018 B	Federal No (FAIN): D723 018 B
Federal Award Date: _____	Federal Award Date: _____	Federal Award Date: _____
Fund: TALL/TALT	Fund: TALT	Fund: TALT
Org Code: _____	Org Code: _____	Org Code: _____
FLAIR Approp: _____	FLAIR Approp: _____	FLAIR Approp: _____
FLAIR Obj: _____	FLAIR Obj: _____	FLAIR Obj: _____

County No: Hernando (08) Contract No: \_\_\_\_\_  
Recipient Vendor No: F591155275004 Recipient Unique Entity ID SAM No: MWKBKNTZ9SW7

Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on \_\_\_\_\_, by and between the State of Florida Department of Transportation, an agency of the State of Florida ("Department"), and Hernando County ("Recipient").

(This date to be entered by DOT only)

**NOW, THEREFORE**, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.
2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the construction and construction engineering inspection (CEI) of the W. Landover Blvd. from Northcliffe Blvd. to Elgin Blvd. sidewalk project, as further described in **Exhibit "A"**, Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
3. **Term of Agreement:** The Recipient agrees to complete the Project on or before 9/15/2024. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.
4. **Project Cost:**
  - a. The estimated cost of the Project is \$ 682,147.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.
  - b. The Department agrees to participate in the Project cost up to the maximum amount of \$682,147.00 and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.
  - c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:



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- i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
- ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;
- iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

**5. Requisitions and Payments**

- a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.
- b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, Contract Payment Requirements.
- e. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.
- f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

☐ If this box is selected, advance payment is authorized for this Agreement and **Exhibit "H"**, Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the



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Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

- g. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to an Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.
- j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- m. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated;



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"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

**6. Department Payment Obligations:**

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

- a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;
- c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or
- e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

**7. General Requirements:**

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

- a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:
  - i. Administers inherently governmental project activities, including those dealing with cost, time,



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- adherence to contract requirements, construction quality and scope of Federal-aid projects;
- ii. Maintains familiarity of day to day Project operations, including Project safety issues;
  - iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
  - iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
  - v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
  - vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;
  - vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.
- b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.
- c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I"**, State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.
- d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.
- e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.
- f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.
- g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount



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claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

- h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

#### **8. Audit Reports:**

The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer ("CFO"), or State of Florida Auditor General.
- b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:
  - i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "E"** to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
  - ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.



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- iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Recipient's resources obtained from other than federal entities).
- iv. The Recipient must electronically submit to the Federal Audit Clearinghouse ("FAC") at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
  - 1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
  - 2. Disallow (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 federal award;
  - 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
  - 5. Withhold further federal awards for the Project or program;
  - 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0450  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

**9. Termination or Suspension of Project:**



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The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
- d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

**10. Contracts of the Recipient:**

- a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G"**, FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.
- d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient. If lane or road closures are required by the LA to ensure the life, health, and safety of the travelling public, the LA must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally delivered projects. Defect management and supervision of LAP project structures components must be



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proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in LAP project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The LA shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

**11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:**

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

**12. Compliance with Conditions and Laws:**

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

**13. Performance Evaluations:**

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

- a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.
- b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

**14. Restrictions, Prohibitions, Controls, and Labor Provisions:**

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

- a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C"**, Title VI Assurances in all contracts



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with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

- b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.
- c. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime 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 any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide 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 any public entity; and may not transact business with any public entity.
- e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

- g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

**15. Indemnification and Insurance:**

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.



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- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

**16. Maintenance Obligations:** In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☐ shall

☐ shall not

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this



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Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

**17. Miscellaneous Provisions:**

- a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance 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).
- b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.
- h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.
- j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal 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



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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. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph 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. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

- k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.
- l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.
- m. The Recipient shall:
  - i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and
  - ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
- p. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

**18. Exhibits:**

- a. Exhibits "A", "B", "C", "D", "E" and "F" are attached to and incorporated into this Agreement.
- b. ☒ If this Project includes Phase 58 (construction) activities, then **Exhibit "G"**, FHWA FORM 1273, is attached and incorporated into this Agreement.
- c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d. ☐ State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.
- e. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

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- f. ☐ This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L"**, Landscape Maintenance, is attached and incorporated into this Agreement.
- g. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M"**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.
- h. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N"**, Traffic Signal Maintenance is attached and incorporated into this Agreement.
- i. ☐ A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.
- j. ☐ The following Exhibit(s) are attached and incorporated into this Agreement: \_\_\_\_\_

**k. Exhibit and Attachment List**

Exhibit A: Project Description and Responsibilities  
Exhibit B: Schedule of Financial Assistance  
Exhibit C: Title VI Assurances  
Exhibit D: Recipient Resolution  
Exhibit E: Federal Financial Assistance (Single Audit Act)  
Exhibit F: Contract Payment Requirements  
\* Exhibit G: FHWA Form 1273  
\* Exhibit H: Alternative Advance Payment Financial Provisions  
\* Exhibit I: State Funds Addendum  
\* Exhibit J: State Financial Assistance (Florida Single Audit Act)  
\* Exhibit K: Advance Project Reimbursement  
\* Exhibit L: Landscape Maintenance  
\* Exhibit M: Roadway Lighting Maintenance  
\* Exhibit N: Traffic Signal Maintenance  
\* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

\* Additional Exhibit(s):

\* Indicates that the Exhibit is only attached and incorporated if applicable box is selected.



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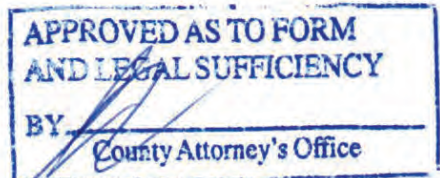
IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

RECIPIENT Hernando County

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Name: John Allocco  
Title: Chairman, BOCC

By: \_\_\_\_\_  
Name: Justin Hall  
Title: Director of Transportation Development



Legal Review:

\_\_\_\_\_

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**EXHIBIT "A"**

**PROJECT DESCRIPTION AND RESPONSIBILITIES**

FPN: 437484 1 58 01; 68 01/02

This exhibit forms an integral part of the Local Agency Program Agreement between the State of Florida, Department of Transportation and

Hernando County (the Recipient)

**PROJECT LOCATION:**

- ☐ The project is on the National Highway System.
- ☐ The project is on the State Highway System.

**PROJECT LENGTH AND MILE POST LIMITS:** Project Length: 1.233 MI - MP 0.000 to MP 1.233

**PROJECT DESCRIPTION:** This project entails the construction and construction engineering inspection (CEI) activities of the W. Landover Blvd. from Northcliffe Blvd. to Elgin Blvd. LAP project. The project consists of constructing a 5' sidewalk on the west side of W. Landover Blvd between the limits listed. The project will serve as an important north-south connection in the central part of the City of Spring Hill.

**SPECIAL CONSIDERATIONS BY RECIPIENT:**

For projects off the State Highway System (Class D), the Agency will submit design plans for review and approval at 60%, 100% and final. For projects on the State Highway System (Class A and B), and Class C projects, the Agency will submit design plans for all project phases.

For projects on the State Highway System (Class A and B), and Class C projects, the agency must contact the Department's District Permits Engineer, Reebie Simms, to coordinate construction permit requirements. She can be reached at reebie.simms@dot.state.fl.us or (813)975-6000.

The Agency will not begin the construction phase until the Department has reviewed, approved plans and issued a Notice to Proceed. Construction related activities, including project advertisement, conducted prior to Notice to Proceed will not be reimbursed and may render the entire project ineligible for federal funding.

The Agency will submit to the Department the project Bid Package to include Specifications, updated construction estimate, draft construction contract, completed LAP Construction Checklist for Construction Contracts (Form No: 525-010-44) and the Agency's Certification Clear Package as specified in the Department approved project schedule but not later than the Final plans submittal. All above items must be reviewed, approved and a Notice to Proceed must be issued by the Department prior to any construction related activities, including project advertisement. The Certification Clear Package must include the following items completed and signed by the authorized Agency representative:

- 1.Type 1 Categorical Exclusion (CE) Checklist
- 2.Contamination Clearance Form
- 3.Right of Way Certification Form
- 4.Rail Clear Letter
- 5.Permits Clear Letter and SWFWMD approval letter if applicable
- 6.Utilities Clear/Coordinated Letter

The Agency shall implement the project using all applicable criteria and standards for the type of project classification as



## **EXHIBIT "A"**

### **PROJECT DESCRIPTION AND RESPONSIBILITIES**

defined in the Local Programs Manual, Chapter 17 – Preliminary Engineering and Design.

The Agency will be responsible for documenting to the Department that the project, as designed, qualifies as one of the types of Type 1 CE project per FDOT's PD&E Manual. This documentation must be approved by the Department prior to any construction related activity, including advertisement.

The Agency shall submit the FDOT Vendor Eligibility Check Prior to Contract Award form (Form No. 375-030-91) for consultants/contractors and their subs to comply with the terms of the LAP agreement.

The Agency will submit to the Department the bid and award intent for review and concurrence prior to award of the contract. The Agency will upload a copy of the Construction Contract into the Grant Application Program (GAP) upon execution of the document.

If federally funded, CEI and material testing that will be implemented by a consultant: The Agency will submit and comply with the requirements of the LAP Checklist for Federally Funded Professional Services Contract (Form No. 525-010-49). The Department must review and concur with the process prior to award of the CEI contract or Task Work Order. Upon execution of the contract, the agency will upload a copy of the signed document into the Grant Application Program (GAP).

Grant Application Program (GAP): GAP is a repository for all LAP project documents. Upon receipt of the Notice to Proceed on a project phase, the Local Agency will be responsible for uploading the appropriate project documents into GAP before an invoice can be paid. The efficient management of Local Agency contracts is important to GAP's main goal of improving communication between the Local Agency and FDOT.

The Agency will provide progress billing invoices with appropriate back-up documentation to the Department on a quarterly basis or sooner as of the execution date of the agreement. A progress report will be required each quarter, even if there is no activity for a reporting period. Invoice payments will be made on a pro-rata basis as a percentage of the federal funding amount compared to the total project cost.

For projects that have participating and non-participating items, the local agency must submit invoices clearly depicting and differentiating the participating and non-participating items of expenditures that are federal or locally funded. Pay item plan sheets must also separate and distinguish between participating and non-participating items. Non-participating costs are the responsibility of the Agency.

The Agency will ensure compliance of the Contractor's proposed staging/storage area with the Endangered Species Act, Section 4(f) and Section 106 of the Code of Federal Regulations. Required Sections 7-1.4 and 7-1.8 of FDOT's Division I Standard Specification are included in FDOT's Division 1 specification package for Local Agencies.

The Agency shall be responsible for identification and remediation, including all associated costs, of any hazardous materials and contamination encountered while implementing the project.

The Agency will notify the Department of any Change Orders whether or not the Department is participating in them. Change orders will not be implemented until the Department has granted approval.

The Agency will process a Project Closeout Package at project completion in accordance with the Local Agency Program Manual for Federal Aid Projects (Department Procedure: 525-010-300). The package must include the project final invoice, the Agency's written notice of final acceptance to the contractor, the approved Final Inspection and Acceptance form, the LAP Record of Final Plans and Documentation form (52501047), and Materials Certification. Final as-built plans should be provided if applicable per the LAP Manual. If applicable, a Project Commitments Record (DOT form 700-011-35) must be provided showing all project commitments have been met. The local agency will coordinate with District Environmental Management Office to generate the form. Appropriate District 7 Documents Spreadsheet must be submitted confirming all required documents have been uploaded to GAP. This process must be completed and accepted by the Department prior to payment of the project Final Invoice.



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**EXHIBIT "A"**

**PROJECT DESCRIPTION AND RESPONSIBILITIES**

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Design to be complete and submitted to the Department by 4/19/2023
- b) Right-of-Way requirements identified and provided to the Department by 3/27/2023
- c) Right-of-Way to be certified and approved by the Department by 4/19/2023.
- d) Construction contract to be let by 7/18/2023.
- f) Construction to be completed by 5/18/2024.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

**SPECIAL CONSIDERATIONS BY DEPARTMENT:** The Department will issue Notice to Proceed to the Agency after final design plans and the project Bid Package to include Specifications, updated construction estimate, draft construction contract, completed Construction checklist and the Agency's Certification Clear Package have been reviewed and approved.

Upon receipt of an invoice, the Department will have twenty (20) working days to review and approve the goods and services submitted for payment.

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**LOCAL AGENCY PROGRAM AGREEMENT**

**EXHIBIT B  
SCHEDULE OF FINANCIAL ASSISTANCE**

<b>RECIPIENT NAME &amp; BILLING ADDRESS:</b> Hernando County 1525 E. Jefferson Street Brooksville, FL 34601	<b>FINANCIAL PROJECT NUMBER:</b> 437484 1 58 01; 68 01/02
--	--

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
<b>Design- Phase 38</b>				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Design Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Right-of-Way- Phase 48</b>				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Right-of-Way Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Construction- Phase 58</b>				
FY: 2023 (Local Agency Program)	\$ 609,060.00	\$ _____	\$ _____	\$ 609,060.00
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Construction Cost	\$ 609,060.00	\$ 0.00	\$ 0.00	\$ 609,060.00
<b>Construction Engineering and Inspection (CEI)- Phase 68</b>				
FY: 2023 (Sequence 01)	\$ 59,483.00	\$ _____	\$ _____	\$ 59,483.00
FY: 2023 (Sequence 02)	\$ 13,604.00	\$ _____	\$ _____	\$ 13,604.00
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total CEI Cost	\$ 73,087.00	\$ 0.00	\$ 0.00	\$ 73,087.00
<b>(Insert Phase)</b>				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Phase Costs	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>TOTAL COST OF THE PROJECT</b>	\$ 682,147.00	\$ 0.00	\$ 0.00	\$ 682,147.00

**COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:**

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Sara Clark \_\_\_\_\_  
District Grant Manager Name

\_\_\_\_\_  
Signature Date



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT****EXHIBIT C****TITLE VI ASSURANCES**

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

- (1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") **Title 49, Code of Federal Regulations, Part 21**, as they may be amended from time to time, (hereinafter referred to as the **REGULATIONS**), which are herein incorporated by reference and made a part of this contract.
- (2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by **Section 21.5** of the **REGULATIONS**, including employment practices when the contract covers a program set forth in **Appendix B** of the **REGULATIONS**.
- (3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the **REGULATIONS** relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) **Information and Reports:** The contractor shall provide all information and reports required by the **REGULATIONS** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such **REGULATIONS**, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation*, or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or



Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the **REGULATIONS**, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, or *Federal Motor Carrier Safety Administration* 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 sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

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**EXHIBIT D**

**RECIPIENT RESOLUTION**

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
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**EXHIBIT E****FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)****FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

CFDA No.: 20.205  
 CFDA Title: Highway Planning and Construction  
 Federal-Aid Highway Program, Federal Lands Highway Program  
 CFDA Program Site: [https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfd&is\\_active=true&page=1](https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfd&is_active=true&page=1)  
 Award Amount: \$682,147.00  
 Awarding Agency: Florida Department of Transportation  
 Award is for R&D: No  
 Indirect Cost Rate: N/A

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:**

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards

<http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1>

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:**

Title 23 – Highways, United States Code

<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code

<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58, also known as the "Bipartisan Infrastructure Law")

<https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf>

Federal Highway Administration – Florida Division

<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)

<https://www.fsrs.gov/>



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT****EXHIBIT F****CONTRACT PAYMENT REQUIREMENTS****Florida Department of Financial Services, Reference Guide for State Expenditures  
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

**Salaries:** Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

**Fringe benefits:** Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

**Travel:** Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

**Other direct costs:** Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

**Indirect costs:** If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

**Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.**

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

**EXHIBIT G**

**FHWA FORM 1273  
FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – COMPLIANCE  
WITH FHWA 1273.**

The FHWA-1273 version dated May 1, 2012 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department's website at the following URL address:  
<http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.



**RESOLUTION NO. 2023-\_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA, APPROVING A LOCAL AGENCY PROGRAM (LAP) AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR CONSTRUCTION AND CONSTRUCTION ENGINEERING INSPECTION (CEI) ACTIVITIES FOR A 5-FOOT SIDEWALK ON THE WEST SIDE OF W. LANDOVER BLVD. FROM NORTHCLIFFE BLVD. TO ELGIN BLVD.; AUTHORIZING THE CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA, TO EXECUTE THE LOCAL AGENCY PROGRAM (LAP) AGREEMENT ON BEHALF OF HERNANDO COUNTY.**

**WHEREAS**, Hernando County has proposed a Project, described as construction and construction engineering inspection (CEI) services for a 5-foot sidewalk on the west side of W. Landover Blvd. from Northcliffe Blvd. to Elgin Blvd.; and

**WHEREAS**, the State of Florida Department of Transportation has proposed participating in funding for the Project through a Local Agency Program (LAP) Agreement with Hernando County; and

**WHEREAS**, the State of Florida Department of Transportation has agreed to provide financial assistance to Hernando County for the Project in the amount of \$682,147.00, through FPN(s) 437484-1-58-01, 437484-1-68-01, and 437484-1-68-02, subject to execution of a Local Agency Program (LAP) Agreement; and

**WHEREAS**, the Board of County Commissioners of Hernando County, Florida, desires to enter into such Local Agency Program (LAP) Agreement with the State of Florida Department of Transportation for the Project.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA:**

**SECTION 1.** The Local Agency Program (LAP) Agreement between the State of Florida Department of Transportation and Hernando County for the Project, described as construction and construction engineering inspection (CEI) services for a 5-foot sidewalk on the west side of W. Landover Blvd. from Northcliffe Blvd. to Elgin Blvd., a copy of which is attached hereto as **EXHIBIT 1**, is hereby approved.

**SECTION 2.** The Chairman of the Board of County Commissioners of Hernando County, Florida, is hereby authorized to execute the Local Agency Program (LAP) Agreement approved herein, on behalf of Hernando County.

**SECTION 3.** This Resolution shall become effective immediately upon adoption.

**ADOPTED IN REGULAR SESSION THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.**


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

Attest: \_\_\_\_\_  
**Douglas A. Chorvat, Jr.**  
**Clerk of Circuit Court & Comptroller**

By: \_\_\_\_\_  
**John Allocco**  
**Chairman**

(SEAL)

Approved as to Form and  
Legal Sufficiency

By:  \_\_\_\_\_

**RESOLUTION NO.: 2023-\_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY AMENDING THE BUDGET TO REFLECT INCREASED FUNDS OR REVENUES NOT ANTICIPATED IN THE 2023 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 2023 Fiscal Year was adopted; and,**

**WHEREAS, pursuant to §129.06 of the Florida Statutes, the budget for Fiscal Year 2023 must be amended to account for these unanticipated increased revenues; and,**

**WHEREAS, the total 2023 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**

<u>Account Number</u>	<u>Account Name</u>	<u>Present Budget</u>	<u>Increase/Decrease</u>	<u>Amended Budget</u>
1013-34603-3314901	FED GRT-LAP 20.205 CON	0.00	682,147.00	\$682,147.00
				0.00
				0.00
				0.00
		\$0.00	\$682,147.00	\$682,147.00

**EXPENSES**

<u>Account Number</u>	<u>Account Name</u>	<u>Present Budget</u>	<u>Increase/Decrease</u>	<u>Amended Budget</u>
1013-34603-5616371	IMPROV-SIDEWALKS	0.00	682,147.00	\$682,147.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
		\$0.00	\$682,147.00	\$682,147.00

**ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.**

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

Attest: \_\_\_\_\_  
**DOUGLAS A. CHORVAT, JR.**  
**Clerk of Circuit Court & Comptroller**

By: \_\_\_\_\_  
**JOHN ALLOCCO**  
**Chairman**

**\*\* Reference: Legistar # / Mtg Date. #12068/05-09-2023**

Office of Management and Budget use only:

Fund Number: 1013      Department No. 34603      Approved by: HG      Date: 4/25/2023      BR2023-029

Revised 9/20/22





## Board of County Commissioners

### AGENDA ITEM

Meeting: 05/09/2023  
Department: Planning  
Prepared By: Robin Reinhart  
Initiator: Aaron Pool  
DOC ID: 12128  
Legal Request Number: 2023-205-01  
Bid/Contract Number:

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#### TITLE

Rezoning Petition Submitted by Aaron Tam on Behalf of Fanta Land Corp (H2272)

#### BRIEF OVERVIEW

##### Request:

Rezoning from R-1C (Residential) to PDP(GC)/Planned Development Project (General Commercial) with deviations

##### General Location:

East of Commercial Way (US Hwy 19), approximately 500' south of Yellow Hammer Road

##### P&Z Action:

On April 10, 2023, the Planning and Zoning Commission voted 4-1 to recommend the Board of County Commissioners adopt a resolution approving the petitioner's request for a rezoning from R-1C (Residential) to PDP(GC)/Planned Development Project (General Commercial) with unmodified performance conditions. Commissioner Kathryn Birren was the dissenting vote.

##### Hearing Detail:

The following members were present at the April 10, 2023, Planning and Zoning Commission meeting: Chairman Jonathan McDonald; Vice Chairman W. Steve Hickey; Kathryn Birren, Nicholas Holmes, Donald Whiting, and Gregory Arflack (an alternate member present in a non-voting capacity).

#### FINANCIAL IMPACT

A matter of policy. No financial impact.

#### LEGAL NOTE

The Board has the authority to make the requested rezoning decision pursuant to Chapters 125 and 163 Florida Statutes. The Applicable Criteria for a Zoning District Amendment are contained in Appendix A, (Zoning Code) Article VI. The Applicable Criteria for a PDP are found in Appendix A, (Zoning Code) Article VIII. The Zoning District Amendment to the Planned Development District and applicable PDP master plan must be consistent with the Comprehensive Plan.

Appendix A, Article VI, Section 2 provides that the governing body may convert a conventional zoning amendment to a planned development district.

#### RECOMMENDATION

It is recommended the Board adopt a resolution approving the petitioner's request for a rezoning from R-1C (Residential) to PDP(GC)/Planned Development Project (General Commercial) with unmodified performance conditions. It is further recommended that the Board approve and authorize the Chairmans signature on the attached associated resolution.

**REVIEW PROCESS**

Omar DePablo	Escalated	04/14/2023	5:18 PM
Michelle Miller	Delegated	04/17/2023	2:42 PM
Omar DePablo	Escalated	04/19/2023	5:20 PM
Michelle Miller	Escalated	04/21/2023	5:19 PM
Aaron Pool	Approved	04/24/2023	12:54 PM
Michelle Miller	Approved	04/25/2023	7:39 PM
Toni Brady	Approved	04/28/2023	9:27 AM
Pamela Hare	Approved	04/28/2023	10:24 AM
Kyle Benda	Approved	04/28/2023	11:31 AM
Heidi Kurppe	Approved	04/28/2023	11:48 AM
Scott Herring	Approved	04/28/2023	12:30 PM
Jeffrey Rogers	Approved	04/28/2023	2:36 PM
Colleen Conko	Approved	04/28/2023	2:50 PM

**P&Z RECOMMENDATION:**

On April 10, 2023, the Planning and Zoning Commission voted 4-1 to recommend the Board of County Commissioners adopt a resolution approving the petitioner's request for a rezoning from R-1C (Residential) to PDP(GC)/Planned Development Project (General Commercial) with Deviations subject to the following unmodified performance conditions:

1. The petitioner must obtain all permits from Hernando County and other applicable agencies and meet all applicable land development regulations, for either construction or use of the property, and complete all applicable development review processes.
2. The petitioner shall meet the minimum commercial buffer requirements of the County's LDRs.
3. Minimum Building Setbacks:
  - Front: 75' (deviation from 125')
  - Side: 20'
  - Rear: 35'
4. At the time of development, the petitioner shall coordinate with the County Engineer on potentially updating Necklace Warbler Avenue to Frontage Road standards.
5. All lighting shall be full cut off fixtures to prevent any light spillage into neighboring parcels.
6. Traffic Access Analysis may be required once the land use is identified for the new buildings; this will be determined at the time of site development.
7. The petitioner shall obtain Health Department approval of an appropriate Onsite Sewage Treatment and Disposal System.

## STAFF REPORT

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**HEARINGS:** Planning & Zoning Commission: April 10, 2023  
Board of County Commissioners: May 9, 2023

**APPLICANT:** Aaron Tam

**FILE NUMBER:** H-22-72

**REQUEST:** Rezoning from R-1C (Residential) to PDP(GC)/Planned Development Project (General Commercial) with Deviations

**GENERAL LOCATION:** East of Commercial Way (US Hwy 19), approximately 450' south of Yellow Hammer Road

**PARCEL KEY NUMBERS:** 676272, 676325, 554509

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### APPLICANT'S REQUEST:

The petitioner is requesting a rezoning from R-1C (Residential) to PDP(GC)/Planned Development Project (General Commercial) with Deviations for three (3) parcels (Lot 4, 7, 8) totaling 1.5 acres. The petitioner desires to rezone the subject parcels and construct 5,000 to 7,000 square foot buildings on each to lease the buildings to local businesses.

Due to the potential of Necklace Warbler Avenue being considered a reverse frontage road, a deviation from the required 125' to 75' along Commercial Way (US Hwy 19) is being requested.

### SITE CHARACTERISTICS:

**Site Size:** 1.5 acres total

**Surrounding Zoning;  
Land Uses:** North: R-1A; Undeveloped  
South: R-1A; Undeveloped  
East: R-1A; Necklace Warbler, Single Family  
West: R-1A; Commercial Way, Undeveloped

**Current Zoning:** R-1C/(Residential)

**Future Land Use  
Map Designation:**

Commercial

**Flood Zone:**

C; small portion along the west of Lot 8

**ENVIRONMENTAL REVIEW:**

**Soil Type:** Candler Fine Sand, Basinger Fine Sand

**Hydrologic**

**Features:** The subject property contains no wetlands or Special Protection Areas (SPA), according to County data resources.

**Protection**

**Features:** The site contains no Well Head Protection Areas (WHPA) according to County data resources.

**Habitat:**

Candler Fine and Basinger Fine sand provides a habitat suitable for gopher tortoises. Given the presence of the candler fine soils, gopher tortoise habitat and several commensal species have a moderate potential for occurring on the project site including eastern indigo snake, Florida mouse, Florida pine snake, and gopher frog. Since there is the potential for this listed Species of Special Concern to be present, the site should be inspected prior to construction, and a Florida Fish and Wildlife Conservation Commission permit may be required prior to site alterations.

**Comment:** Candler and Basinger Fine sands provide habitat suitable for gopher tortoises and commensal species. A wildlife survey shall be conducted to identify listed species prior to site development.

**UTILITIES REVIEW:**

The Hernando County Utilities Department (HCUD) has indicated they do not currently supply water or sewer service to these parcels. Water and sewer service are not available to this parcel. HCUD has no objection to the requested rezoning subject to Health Department approval of an appropriate Onsite Sewage Treatment and Disposal System.

**ENGINEERING REVIEW:**

The subject property is located east of Commercial Way (US Hwy 19), approximately 450' south of Yellow Hammer Road. The petitioner has not indicated potential access drives at this time.

The County Engineer has reviewed the request and indicated the following:

- Development on the site must conform to the stormwater design requirements of Hernando County Facility Design Guideline and Southwest Florida Water Management District Environmental Resource Permit process.
- This parcel abuts along Commercial Way; a Frontage Road is required along the entire frontage along Commercial Way.
  - Necklace Warbler Avenue can be designated as a Reverse Frontage Road. This project will need to pave Necklace Warbler Avenue from the Southern Property line to Yellow Hammer Road to Frontage Road standards. Refer to Hernando County Facility Design Guidelines Sheet IV-04.
- The Parking and Layout shall meet Hernando County Standards.
- Parcels along U.S.19/Commercial Way require FDOT Access and Drainage permits.
- Traffic Access Analysis may be required, depending on business trip generation. This will be determined at the time of site plan review.

**LAND USE REVIEW:****Building Setbacks**

Minimum Building Setbacks:

Front 75' (deviation from 125')

Side: 20'

Rear: 35'

**Buffers**

The petitioner shall provide the minimum required commercial buffers for the proposed parcels.

**Parking**

The petitioner has indicated 5,000 to 7,000 square foot buildings per parcel. Parking may vary based on the final use of each building. The minimum parking requirements for retail is 4 spaces per 1,000 square feet. If approved, the parking will be required to provide parking in compliance with the County's LDRs.



**Lighting**

The petitioner has not indicated any provisions for lighting of the subject property. If approved, the petitioner must provide full cutoff fixtures for all new lighting, in order to retain all light onsite and prevent any light spillage onto neighboring residential uses.

**COMPREHENSIVE PLAN REVIEW:**

The subject properties are located within the Commercial land use classification on the adopted Future Land Use Map. The area is characterized by commercial zoning along Commercia Way (north and south) and residential to the east.

**Commercial Category**

**Objective 1.04G:** The Commercial Category allows primarily retail, office, and commercial service uses with an overall average gross floor area ratio of 0.35 but also includes limited industrial, recreational and institutional uses. Residential and mixed uses may be allowed subject to locational criteria and performance standards.

**Strategy 1.04G(1):** Commercial development as envisioned on the Future Land Use Map is intended primarily for locations at major intersections and along major corridors where service to local and regional markets are enhanced by transportation patterns. New commercial zoning is directed to these mapped areas. Commercial areas that are not mapped but are allowed under this Future Land Use Category include neighborhood commercial and specialty commercial uses as described in this Plan, commercial approved as part of mixed use developments, commercial designated by planned development districts, the infill development of existing commercial areas, commercial areas extending from designated commercial nodes, and pre-existing commercially developed and designated areas. Frontage roads and cross-access between commercial uses is required where needed in accordance with the provisions of this Plan and adopted land development regulations.

**Transportation Element**

**Road Network – Frontage Roads**

**Objective 5.01B:** Maintain and expand a system of frontage roads and cross-access easements parallel to County arterial and collector

roads. The frontage road network is designed to enable the creation of shared drives, shared easements, and alternative routes. Frontage road configuration is intended to optimize corridor and roadway network function, maintain capacity on the functionally classified network, and provide aesthetic, safe and convenient access to multiple properties and business sites.

**Strategy 5.01B(1):** The frontage road network protects the function and levels of service of major arterial corridors through the planning horizon by controlling access, reducing traffic volumes, and providing additional capacity.

**Strategy 5.01B(2):** The provision of frontage roads shall be required as a condition of development adjacent to the arterial network by requiring new development to comply with the County's Frontage Road Ordinance and adopted Facilities Design Guidelines.

**Strategy 5.01B(3):** The County should require cross-access easements, shared drives, shared access and other techniques that optimize the function of the roadway network where frontage roads are not required.

**Strategy 5.01B(4):** The County should encourage land use patterns that optimize the function of frontage roads and similar access management strategies through:

- a. clustering of development to enhance the establishment of viable frontage road links;
- b. application of site-specific standards and techniques at Centers and Corridors outlined in the Future Land Use Element of this Plan.

**Comments:** Hernando County Facility Design Guidelines require that a frontage road be constructed along US Hwy 19. The County Engineer as indicated that Necklace Warbler Avenue could be utilized as a reverse frontage road. At the time of development, the petitioner shall coordinate with the County Engineer on potentially updating Necklace Warbler Avenue to Frontage Road standards.

**FINDINGS OF FACT:**

Rezoning from R-1C (Residential) to PDP(GC)/Planned Development Project (General Commercial) with Deviations is appropriate based on the following:

1. The request for a deviation along Commercial Way (US Hwy 19) is justified and is dependent upon final determination from the County Engineer on whether Necklace Warbler Avenue can be utilized as a frontage road.
2. The request is consistent with the County's adopted Comprehensive Plan and is compatible with the surrounding land uses subject to compliance with all performance conditions.

**NOTICE OF APPLICANT RESPONSIBILITY:**

*The rezoning process is a land use determination and does not constitute a permit for either construction on, or use of, the property, or a Certificate of Concurrency. Prior to use of, or construction on, the property, the petitioner must receive approval from the appropriate County department(s) for the proposed use.*

*The granting of this land use determination does not protect the owner from civil liability for recorded deed restrictions which may exceed any county land use ordinances. Homeowners associations or architectural review committees require submission of plans for review and approval. The applicant for this land use request should contact the local association or the Public Records for all restrictions applicable to this property.*

**STAFF RECOMMENDATIONS:**

It is recommended that the Planning and Zoning Commission recommend the Board of County Commissioners adopt a resolution approving the petitioner's request for a rezoning from R-1C (Residential) to PDP(GC)/Planned Development Project (General Commercial) with Deviations subject to the following performance conditions:

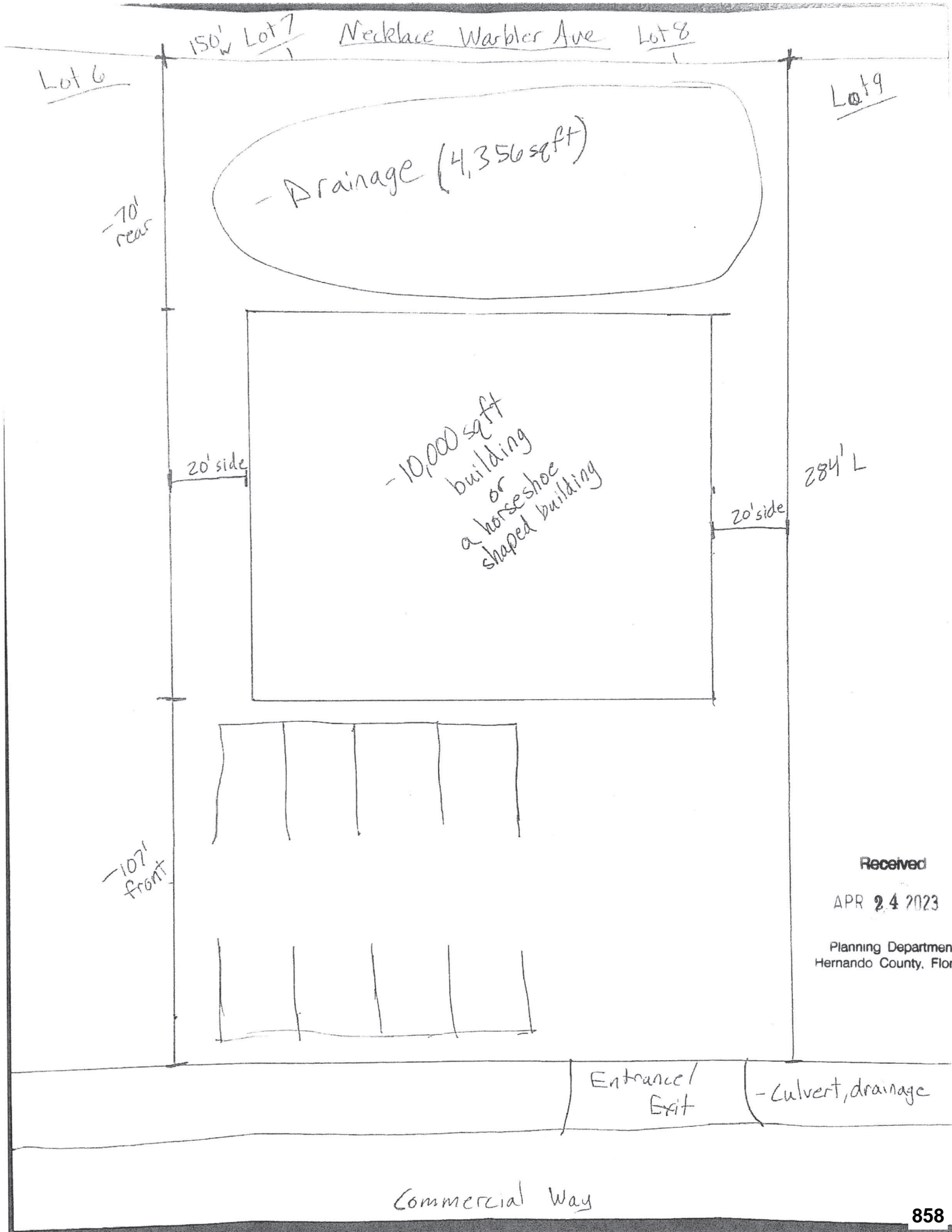
1. The petitioner must obtain all permits from Hernando County and other applicable agencies and meet all applicable land development regulations, for either construction or use of the property, and complete all applicable development review processes.
2. The petitioner shall meet the minimum commercial buffer requirements of the County's LDRs.

3. Minimum Building Setbacks:
  - Front: 75' (deviation from 125')
  - Side: 20'
  - Rear: 35'
4. At the time of development, the petitioner shall coordinate with the County Engineer on potentially updating Necklace Warbler Avenue to Frontage Road standards.
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6. Traffic Access Analysis may be required once the land use is identified for the new buildings; this will be determined at the time of site development.
7. The petitioner shall obtain Health Department approval of an appropriate Onsite Sewage Treatment and Disposal System.

**P&Z RECOMMENDATION:**

On April 10, 2023, the Planning and Zoning Commission voted 4-1 to recommend the Board of County Commissioners adopt a resolution approving the petitioner's request for a rezoning from R-1C (Residential) to PDP(GC)/Planned Development Project (General Commercial) with Deviations subject to the following unmodified performance conditions:

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7. The petitioner shall obtain Health Department approval of an appropriate Onsite Sewage Treatment and Disposal System.



Lot 6

150' w Lot 7

Necklace Warbler Ave

Lot 8

Lot 9

-70' rear

- Drainage (4,356 sq ft)

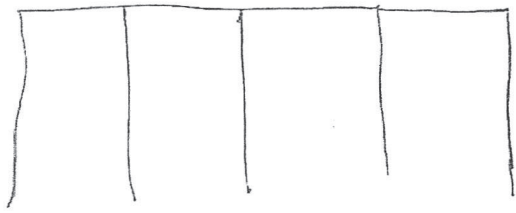
20' side

- 10,000 sq ft building or a horseshoe shaped building

20' side

284' L

-107' front



Entrance/Exit

- Culvert, drainage

Commercial Way

Received

APR 24 2023

Planning Department  
Hernando County, Florida



Lot 7  
1

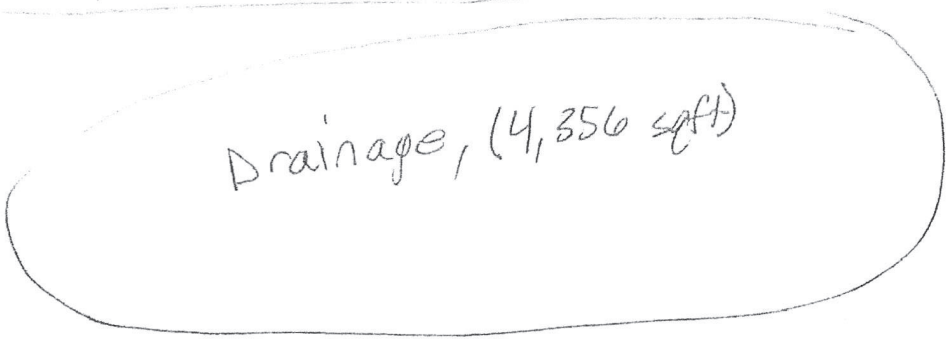
Necklace Warbler Ave  
150' W

Lot 8  
1

Lot 9

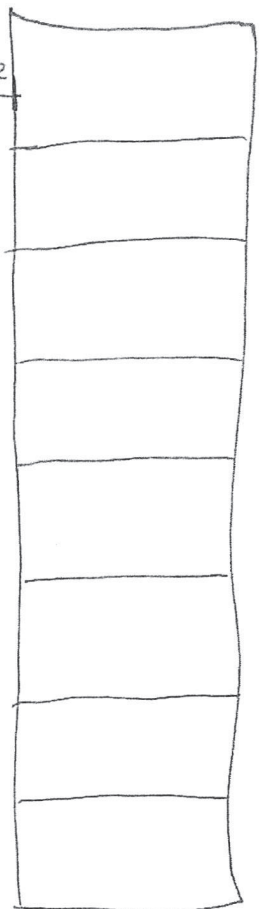
Lot 6

- 10' rear



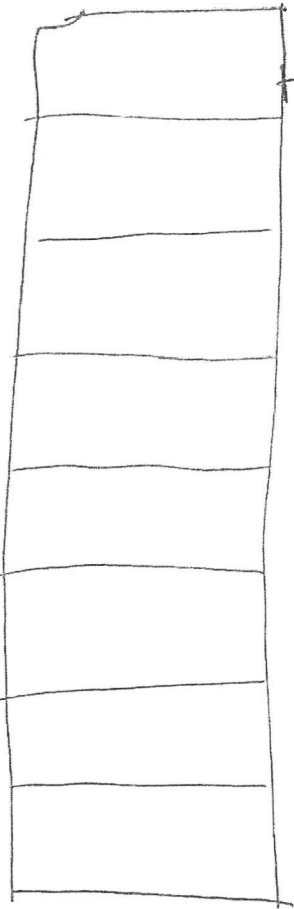
Drainage, (4,356 sqft)

20' side



- RV storage w/  
covered spaces  
(awning)

20' side



284' L

- 75' front

Received

APR 24 2023

Planning Department  
Hernando County, Florida

Entrance/  
Exit

- culvert, drainage

Commercial Way

78'w Necklace Warbler Ave Lot 4

Lot 3

-35' rear

- Drainage (2070 sqft)

Lot 5

20' side

-5,000 sq ft building

20' side

276' L

-138' front

Received

APR 24 2023

Planning Department  
Hernando County, Florida

Entrance/  
Exit

-culvert, drainage

Commercial Way

75'W Necklace Warbler Ave Lot 4

Lot 3

Lot 5

-35'  
rear

-20'  
side

- Drainage (20' x 10' x 10' x 10')

- Self washing  
car wash, covered  
but open spaces

276' L

-75'  
front

Received

APR 24 2023

Planning Department  
Hernando County, Florida

Entrance/Exit (- culvert, drainage)

Commercial Way



# H-22-72

Photo date: 2020

This map was prepared by this office to be used as an aid in land parcel location and identification only. All land locations, right-of-way widths, acreages, and utility locations are subject to field survey or other appropriate verification.





# H-22-72

This map was prepared by this office to be used as an aid in land parcel location and identification only. All land locations, right-of-way widths, acreages, and utility locations are subject to field survey or other appropriate verification.



**Zoning:**

AC	PDP(HC)
AG	PDP(HHC)
AR	PDP(HID)
AR1	PDP(IND)
AR2	PDP(LI)
C1	PDP(MF)
C2	PDP(MH)
C3	PDP(NG)
C4	PDP(OP)
CITY	PDP(P8F)
CM1	PDP(REC)
CM2	PDP(RR)
CPDP	PDP(RUR)
CV	PDP(SF)
I1	PDP(SU)
I2	R1A
M	R1B
OP	R1C
PDP(AF)	R1MH
PDP(CM)	R2
PDP(CP)	R2.5
PDP(GC)	R3
PDP(GHC)	RC
	RM

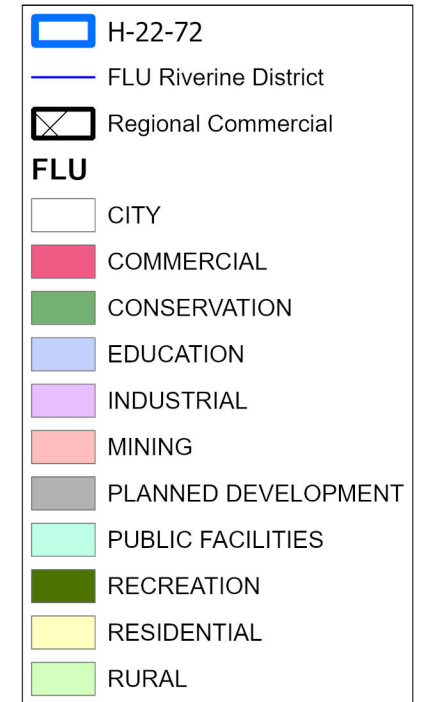
City Zoning Pending



# Hernando County Comprehensive Plan Map

Existing Future Land Use: H-22-72

Version Date: 07/14/2022



## Future Land Use Map

PLEASE REFER TO THE TEXT PORTION OF THE COMPREHENSIVE PLAN IN CONJUNCTION WITH THE USE OF THE FUTURE LAND USE MAP SERIES.

NOTE: THE RIVERINE DISTRICT IS SHOWN AS A LINE SETBACK PARALLEL TO THE WEEKI WACHEE, MUD AND WITHLACOOCHEE RIVERS.





# H-22-72

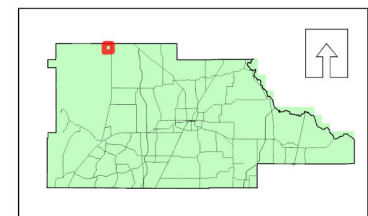
This map was prepared by this office to be used as an aid in land parcel location and identification only. All land locations, right-of-way widths, acreages, and utility locations are subject to field survey or other appropriate verification.



**Zoning:**

AC	PDP(HC)
AG	PDP(HHC)
AR	PDP(HID)
AR1	PDP(IND)
AR2	PDP(LI)
C1	PDP(MF)
C2	PDP(MH)
C3	PDP(NC)
C4	PDP(OP)
CITY	PDP(PSF)
CM1	PDP(REC)
CM2	PDP(RR)
CPDP	PDP(RUR)
CV	PDP(SF)
I1	PDP(SU)
I2	R1A
M	R1B
OP	R1C
PDP(AF)	R1MH
PDP(CM)	R2
PDP(CP)	R2.5
PDP(GC)	R3
PDP(GHC)	RC
	RM

City Zoning Pending



# HERNANDO COUNTY ZONING AMENDMENT PETITION



## Application to Change a Zoning Classification

### Application request (check one):

- Rezoning ☒ Standard ☐ PDP  
Master Plan ☐ New ☐ Revised  
PSFOD ☐ Communication Tower ☐ Other  
**PRINT OR TYPE ALL INFORMATION**

Date: 2/1/23

File No. 42212 Official Date Stamp:

Received  
FEB 27  
Planning Department  
Hernando County, Florida

**APPLICANT NAME:** Aaron Tam

Address: 30082 Merilee Place

City: Wesley Chapel

Phone: 727-365-7827

Email: fantalandcorp@gmail.com

State: FL

Zip: 33545

Property owner's name: (if not the applicant)

**REPRESENTATIVE/CONTACT NAME:**

Company Name: Fanta Land Corp

Address: 30082 Merilee Place

City: Wesley Chapel

Phone: 727-365-7827

Email: fantalandcorp@gmail.com

State: FL

Zip: 33545

**HOME OWNERS ASSOCIATION:** ☐ Yes ☒ No (if applicable provide name)

Contact Name:

Address:

City:

State:

Zip:

**PROPERTY INFORMATION:**

1. PARCEL(S) **KEY** NUMBER(S): 676272, 676325, 554509
2. SECTION 01, TOWNSHIP 21, RANGE 17
3. Current zoning classification: R-1C
4. Desired zoning classification: C-1
5. Size of area covered by application: 1.5 Acres
6. Highway and street boundaries: Commercial Way, Necklace Warbler Ave
7. Has a public hearing been held on this property within the past twelve months? ☐ Yes ☒ No
8. Will expert witness(es) be utilized during the public hearings? ☐ Yes ☒ No (If yes, identify on an attached list.)
9. Will additional time be required during the public hearing(s) and how much? ☐ Yes ☒ No (Time needed: )

### PROPERTY OWNER AFFIDIVAT

I, Aaron Tam, have thoroughly examined the instructions for filing this application and state and affirm that all information submitted within this petition are true and correct to the best of my knowledge and belief and are a matter of public record, and that (check one):

☒ I am the owner of the property and am making this application OR

☐ I am the owner of the property and am authorizing (applicant):

and (representative, if applicable):

to submit an application for the described property.

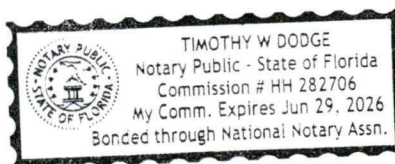
*Aaron Tam*

Signature of Property Owner

STATE OF FLORIDA  
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 20th day of February, 2023, by Aaron Tam who is personally known to me or produced FDL as identification. Physically present.

*[Signature]*  
Signature of Notary Public



Effective Date: 11/8/16 Last Revision: 11/8/16

Notary Seal/Stamp

**REZONING AND PUBLIC SERVICE FACILITY REVIEWS:**

ATTENTION: ACREAGE AND/OR FEE SHALL NOT BE ROUNDED OFF.

PLEASE PROVIDE EXACT CALCULATIONS

**Rezoning**

- A. Planning Base Fee  
 B. Number of Acres .57 X \$10 =  
 C. Public Notification Fee (See Rates Below)  
     for Applications < 10 acres = \$120  
     for Applications 10 - 100 acres = \$250  
     for Applications > 100 acres = \$350

A. \$500.00  
 B. \$5.70  
 C. \$120.00  
 D. Subtotal \$625.70

- E. Engineering Base Fee  
 F. Number of Acres .57 X \$2 =

E. \$250.00  
 F. \$1.14  
 G. Subtotal \$251.14  
 Total Fee (D + G) \$876.84

**Rezoning to Planned Development Project (PDP)**

- A. Planning Base Fee  
 B. Number of Acres \_\_\_\_\_ X \$10 =  
 C. Public Notification Fee (See Rates Below)  
     for Applications < 10 acres = \$120  
     for Applications 10 - 100 acres = \$250  
     for Applications > 100 acres = \$350

A. \$1,000.00  
 B. \_\_\_\_\_  
 C. \_\_\_\_\_  
 D. Subtotal \_\_\_\_\_

- E. Engineering Base Fee  
 F. Number of Acres \_\_\_\_\_ X \$2 =

E. \$250.00  
 F. \_\_\_\_\_  
 G. Subtotal \_\_\_\_\_  
 Total Fee (D + G) \_\_\_\_\_

**Rezoning to Master Plan Revision - Major**

- A. Planning Base Fee  
 B. Number of Acres \_\_\_\_\_ X \$5 =  
 C. Public Notification Fee (See Rates Below)  
     for Applications < 10 acres = \$120  
     for Applications 10 - 100 acres = \$250  
     for Applications > 100 acres = \$350

A. \$500.00  
 B. \_\_\_\_\_  
 C. \_\_\_\_\_  
 D. Subtotal \_\_\_\_\_

- E. Engineering Base Fee  
 F. Number of Acres \_\_\_\_\_ X \$2 =

E. \$250.00  
 F. \_\_\_\_\_  
 G. Subtotal \_\_\_\_\_  
 Total Fee (D + G) \_\_\_\_\_

**Master Plan Revision - Minor**

\$200.00

Administrative Review of ACTIVE Master Plan Only - contact Planning Department for verification)

**Public Service Facility Overlay District (Except Communication Towers)**

- A. Planning Base Fee  
 B. Number of Acres \_\_\_\_\_ X \$10 =  
 C. Public Notification Fee (See Rates Below)  
     for Applications < 10 acres = \$120  
     for Applications 10 - 100 acres = \$250  
     for Applications > 100 acres = \$350

A. \$500.00  
 B. \_\_\_\_\_  
 C. \_\_\_\_\_  
 Total Fee (A+B+C) \_\_\_\_\_

**Public Service Facility Overlay District for Communication Towers**

- A. Planning Base Fee  
 B. Number of Acres \_\_\_\_\_ X \$2 =  
 C. Public Notification Fee (See Rates Below)  
     for Applications < 10 acres = \$120  
     for Applications 10 - 100 acres = \$250  
     for Applications > 100 acres = \$350

A. \$2,750.00  
 B. \_\_\_\_\_  
 C. \_\_\_\_\_  
 Total Fee (A+B+C) \_\_\_\_\_

- D. Professional Fee for RF Consultant (to be calculated during process)

Outstanding Fee: \_\_\_\_\_

SEE PAGE TWO FOR ADDITIONAL INFORMATION



## Narrative Description of the Request/Project

Key #: 676272, 676325, 554509

I am wanting to rezone my properties from R1C to C1. I am planning on building a 5,000-7,000 sqft commercial building in the future. My plan is to have small businesses come in and lease the space out to start/relocate their business. Businesses like "mom and pop" stores, office space, personal services, etc. I feel like it is a great opportunity for people to have their dreams of starting a business come to reality.

X

Aaron Tam  
Date: 02/20/23

Received

FEB 27 2023

Planning Department  
Hernando County, Florida

# COFFIN & McLEAN ASSOC., INC.

Professional Land Surveying  
3701 Commercial Way  
P.O. Box 5145  
Spring Hill, FL 34611-5145  
(352) 683-5993 FAX = (352) 683-9156

CERTIFIED TO THE FOLLOWING ONLY:

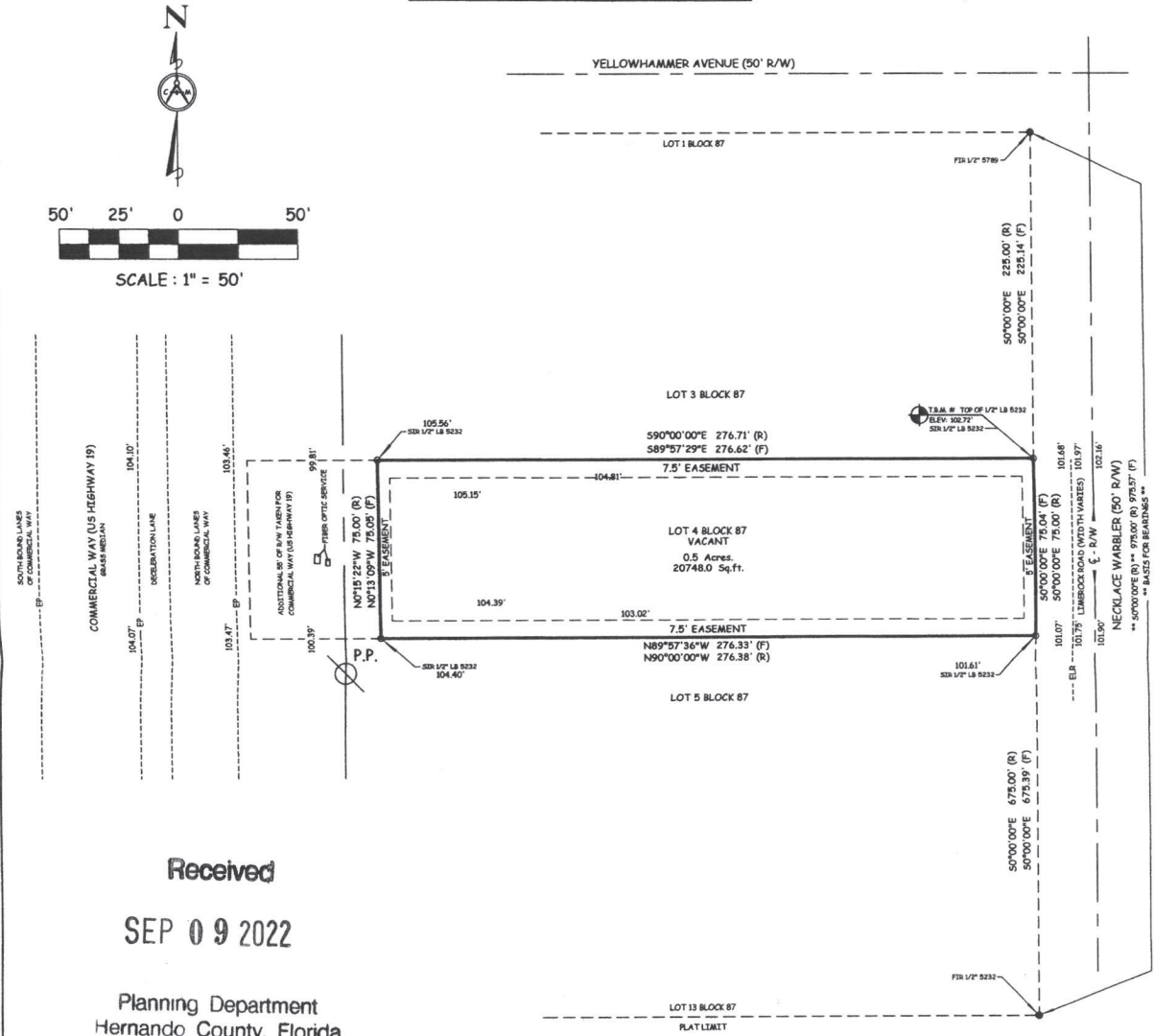
AARON TAM

DESCRIPTION: LOT 4, BLOCK 87, UNIT 1-B, ROYAL HIGHLANDS, according to the Plat thereof as recorded in Plat Book 11, Pages 82 - 91, inclusive of the Public Records of Hernando County, Florida.

Party Chief: J. PAYNTER  
Drawn By: D. WILLIAMS  
Checked By: J. COFFIN  
W.O. 22-387  
DATE: 8/16/2022  
F.B. 983 PG. 58 - 59

Physical Address: NECKLACE WARBLER AVENUE  
SECTION: 1 TOWNSHIP: 21 S. RANGE: 17 E. Parcel KEY#: 676272

## MAP OF SURVEY, BOUNDARY SURVEY



Received

SEP 09 2022

Planning Department  
Hernando County, Florida

### SURVEYOR NOTES:

- Survey based on the description furnished by the client and without benefit of a title search.
- Bearings shown hereon are assumed by this Surveyor and Mapper in accordance with the Record Plat or Deed and the location of the line used for the "BASIS FOR BEARINGS" is depicted by "x" next to the bearing.
- Underground utilities and improvements not located or shown.
- There are no visible encroachments unless shown hereon.
- The ownership of fences, if any, which exist on or near property lines is not known by this Surveyor and Mapper.
- Fences located near the property line are not to scale. The distances shown as ties to said fences are correct.
- The distances shown hereon as ties to existing occupation are at right angles to subject property line.
- Gutters, overhangs, underground foundations and irrigation systems are not located unless shown hereon.
- The property shown hereon may be subject to the Rules, Regulations, Ordinances and/or Jurisdictions of Local, State, and/or Federal Agencies. The requirements of said Rules, Regulations, Ordinances and/or the limits of said Jurisdictions are not shown hereon, unless stated otherwise.
- All assessments shown hereon are for drainage and/or utilities unless shown otherwise.
- The property shown hereon is subject to Reservations, Restrictions, and Easements of Record and not of Record.
- The Ties to Property Lines are Calculated from Field Measurement unless otherwise shown and are Perpendicular Ties.

THIS CERTIFIES THAT A SURVEY OF THE PROPERTY DESCRIBED HEREON, WAS MADE UNDER MY SUPERVISION AND THAT THE SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17 (formerly 61617-6) FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. AND, THAT THE MAP HEREON IS A TRUE AND ACCURATE REPRESENTATION THEREOF, TO THE BEST OF MY KNOWLEDGE AND BELIEF.  
SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

*James W. Coffin*  
JAMES W. COFFIN,  
Professional Surveyor & Mapper  
Florida Registration # 3882  
Coffin & McLean Assoc., Inc. LB #5232

8-30-22  
DATE OF  
LAST FIELD WORK

### CONTROL & CORNER LEGEND

○ SIR: Set 1/2" Iron Rod LB# 5232 □ Set 4" x 4" C.M. LS# 3882 △ Set Map Nail & Disk PL# 3882  
● Found Iron Rod ■ FCM: Found Concrete Monument ▲ Found Nail ⊕ Found Iron Pipe ⊗ Found X Cut

### ABBREVIATIONS LEGEND

AC Air Conditioner	DL Drop Inlet	FW Fence	R/R Right of Way
AG Above Ground Pool	D.S.A. Drainage Retention Area	GW Guy Wire	SEC Section
ASHS Aluminum Shed No Slab	D.O.W. Drainage Right-of-way	HWF Hay Wire Fence	SEOP Screened Enclosed Concrete Pool
BLSF Building	IS Boundary	INB In-Sight Interlocking	SLR Set Iron Rod
BWF Barbed Wire Fence	FC Found from Field Measurement	INW In-Sight Interlocking	SP Screen Porch
C Calculated from Record Information	FCM Found Concrete Monument	IP Iron Pipe	TBR Temporary Bench Mark
C Curve 81	F Field Note	LES Mitered End Section	TWP Township
CES Concrete Block Structure	F.C.P. Found Capped Iron Pipe	MAU North American Vertical Datum	WFS Wood Frame Shed No Slab
C Covered Entry	FCM Found Concrete Monument	NAD North American Vertical Datum	WFS Wood Frame Shed On Slab
CL Chain Link Fence	FF Finished Floor	NSP No Drill Fence	WO Work order
CM Concrete Block Wall	FF Found from Field Measurement	OR Official Record	WSP Wood Sill Fence
CM Concrete Block Wall	FF Found from Field Measurement	PF Power Pole	WY Water Valve
CM Concrete Block Wall	FF Found from Field Measurement	R Record in Plat or Deed	
CM Concrete Block Wall	FF Found from Field Measurement		

Elevations Shown Refer to: ☐ NGVD 1929 ☐ NAVD 1988 ☒ Assumed Datum.

OFFICE USE ONLY: C:\DRAWING\DWG\2022\22-300\22-387.DWG LAST PLOTTED: 9/2/2022

### Flood Plain Certification:

According to the F.I.R.M. Map,  
Community Panel: 2203C 0041E

Dated: 1/15/2021

This property appears to be in  
Flood Zone "X". Base Flood Elevation: N/A

Datum: NAVD 1988

FILE 22-387 CR5

REVISIONS	DATE
BOUNDARY SURVEY AND PLAT	
WITH ELEVATIONS	8/30/2022

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAT, OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND NOT VALID.

# COFFIN & McLEAN ASSOC., INC.

Professional Land Surveying  
3701 Commercial Way  
P.O. Box 5145  
Spring Hill, FL 34611-5145  
(352) 683-5993 FAX = (352) 683-9156

CERTIFIED TO THE FOLLOWING ONLY:

AARON TAM

DESCRIPTION: LOT 7, BLOCK 87, UNIT 1-B, ROYAL HIGHLANDS, according to the Plat thereof as recorded in Plat Book 11, Pages 82 - 91, inclusive of the Public Records of Hernando County, Florida.

Party Chief: J. PAYNTER W.O. 22-386  
Drawn By: D. WILLIAMS DATE: 8/16/2022  
Checked By: J. COFFIN F.B. 983 PG. 58 - 59

Physical Address: NECKLACE WARBLER AVENUE

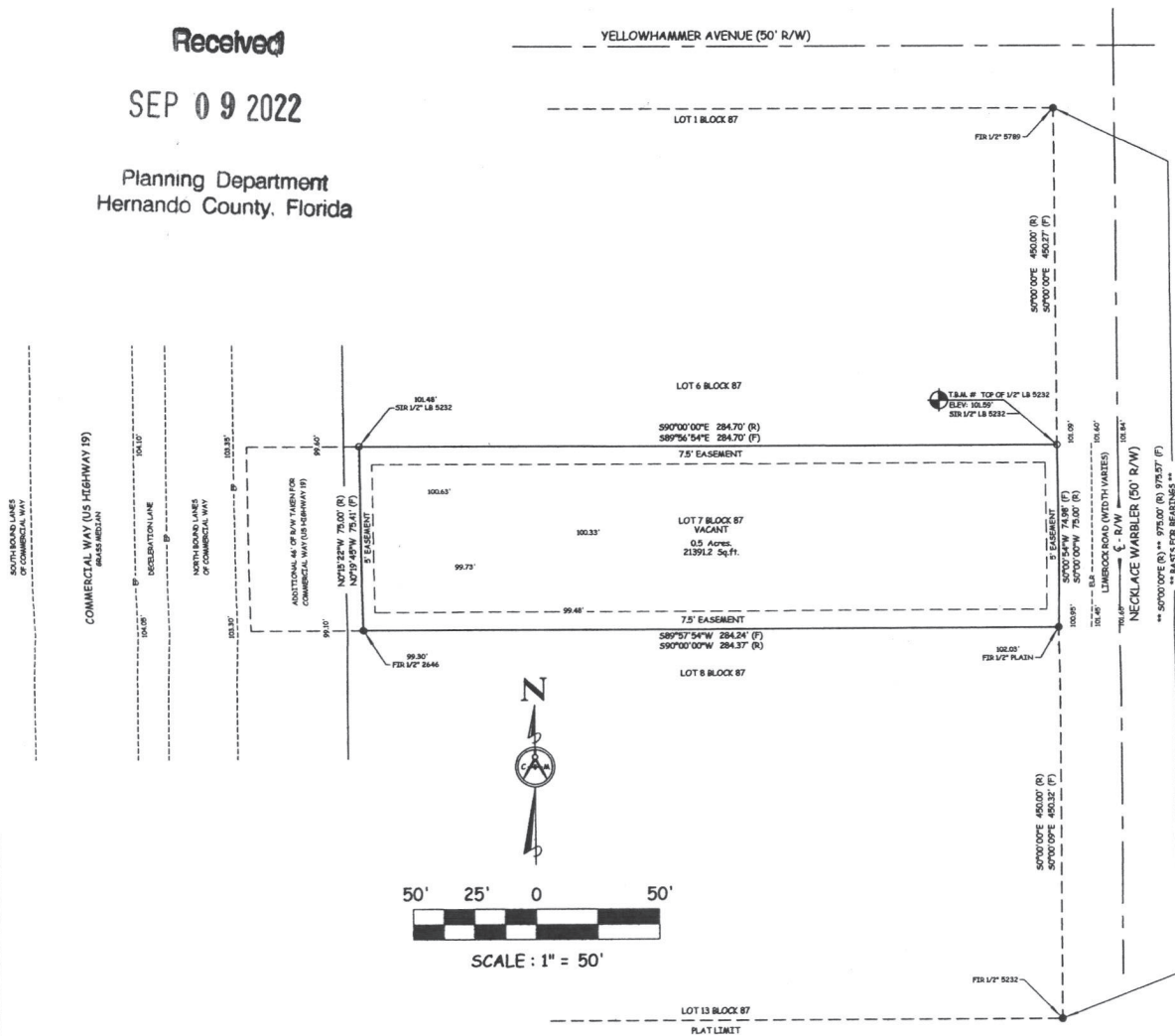
SECTION: 1 TOWNSHIP: 21 S. RANGE: 17 E. Parcel KEY#: 676325

## MAP OF SURVEY, BOUNDARY SURVEY

Received

SEP 09 2022

Planning Department  
Hernando County, Florida



### SURVEYOR NOTES:

1. Survey based on the description furnished by the client and without benefit of a title search.
2. Bearings shown hereon are assumed by this Surveyor and Mapper in accordance with the Record Plat or Deed and the location of the line used for the \*\*BASIS FOR BEARINGS is depicted by \*\* next to the bearing.
3. Underground utilities and improvements not located or shown.

4. There are no visible encroachments unless shown hereon.
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9. The property shown hereon may be subject to the Rules, Regulations, Ordinances and/or Jurisdictions of Local, State, and/or Federal Agencies. The requirements of said Rules, Regulations, Ordinances and/or the limits of said Jurisdictions are not shown hereon, unless stated otherwise.

10. All easements shown hereon are for drainage and/or utilities unless shown otherwise.
11. The property shown hereon is subject to Reservations, Restrictions, and Easements of Record and not of Record.
12. The Ties to Property Lines are Calculated from Field Measurement unless otherwise shown and are Perpendicular Ties.

THIS CERTIFIES THAT A SURVEY OF THE PROPERTY DESCRIBED HEREON, WAS MADE UNDER MY SUPERVISION AND THAT THE SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17 (formerly 61617-6) FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. AND, THAT THE MAP HEREON IS A TRUE AND ACCURATE REPRESENTATION THEREOF, TO THE BEST OF MY KNOWLEDGE AND BELIEF. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

*James W. Coffin*

JAMES W. COFFIN,  
Professional Surveyor & Mapper  
Florida Registration # 3882  
Coffin & McLean Assoc., Inc. LB #5232

8-30-22  
DATE OF  
LAST FIELD WORK

### CONTROL & CORNER LEGEND

○ SIR: Set 1/2" Iron Rod LB# 5232 □ Set 4" x 4" C.M. LS# 3882 △ Set Map Nail & Disk PLS# 3882  
● Found Iron Rod ■ FCM: Found Concrete Monument ▲ Found Nail ⊕ Found Iron Pipe ⊗ Found X Cut

### ABBREVIATIONS LEGEND

AC: Air Conditioner	DI: Drop Inlet	Frc: Fence	RCP: Reinforced Concrete Pipe
AGP: Above Ground Pool	D.S.A.: Drainage Retention Area	GW: Guy Wire	R/W: Right of Way
ASDUS: Aluminum Slab No Slab	D.S.C.W.: Drainage Right-of-way	IMWP: Iron Wire Fence	SEC: Section
BLDE: Building	EL: Elevation	INB: In Graded Nitrogen	SED: Screened Enclosed Concrete Pool
BWP: Barbed Wire Fence	EP: Edge of pavement	Reduction: Reducer	SIR: Set Iron Rod
C: Calculated from Record Information	F: Derived from Field Measurement	TNV: Invert	SP: Screen Patch
CI: Catch Basin	FB: Field Book	LP: Light Pole	TBM: Temporary Bench Mark
CS: Concrete Block Structure	F.C.P.P.: Found Capped Iron Pipe	MES: Merged End Section	TWP: Township
CE: Covered Entry	FCM: Found Concrete Monument	NAVD: North American Vertical Datum	WFSOS: Wood Frame Shed No Slab
CL: Chain Link Fence	FF: Finished Floor	NCF: No Chain Fence	WFSOS: Wood Frame Shed On Slab
CM: Corrugated Metal Pipe	PH: Fire Hydrant	OR: Official Record	WV: Water Meter
CONC: Concrete	PIP: Found Iron Pipe	PF: Power Pole	WV: Water Meter
CP: Concrete Powerpole	FR: Found Iron Rod	R: Record in Plat or Deed	WV: Water Valve
	FMND: Found Map Nail & Disk		

Elevations Shown Refer to: ☐ NGVD 1929 ☐ NAVD 1988 ☒ Assumed Datum.

OFFICE USE ONLY: C:\DRAWING\DWG\2022\22-300\22-386.DWG | LAST PLOTTED: 9/2/2022

Flood Plane Certification:

According to the F.I.R.M. Map,

Community Panel: J2053C.0041E

Dated: 1/15/2021

This property appears to be in

Flood Zone "X" Base Flood Elevation: N/A

Datum: NAVD 1988

FILE: 22-386.CB5

REVISIONS	DATE
BOUNDARY SURVEY AND PLAT	
WITH ELEVATIONS	8/30/2022

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAT, OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND NOT VALID.









# HERNANDO COUNTY, FLORIDA PROPERTY RECORD CARD

1.12

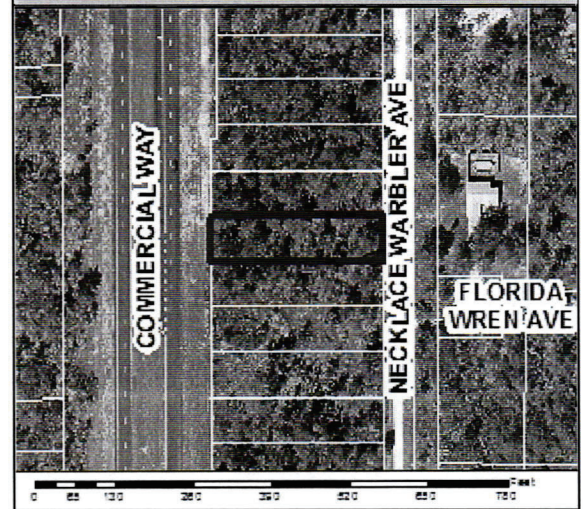
## 2022 FINAL TAX ROLL

KEY #	00676325	PRINTED	03/14/23	PAGE	1
PARCEL #	R01 221 17 3290 0087 0070	SITUS	NECKLACE WARBLER AVE		
OWNER(S)	FANTA LAND CORP	PARCEL DESCRIPTION	ROYAL HIGHLANDS UNIT 1-B		
MAILING ADDRESS	30082 MERILEE PL	UPDATED	BLK 87 LOT 7		
UPDATED	WESLEY CHAPEL FL 33545-4471	01/01/80			
07/22/22					

### MISCELLANEOUS PROPERTY INFORMATION

SQUARE FOOTAGE	24,790
ACRES	0.60
AERIAL MAP	28A
JURISDICTION	C COUNTY
LEVY CODE	CWES COUNTY WIDE EMS
NEIGHBORHOOD	C19N COMM WAY, N OF CORTEZ BLVD
SUBDIVISION	3290 ROYAL HIGHLANDS UNIT 1B
DOR LAND USE	00 VACANT RESIDENTIAL
NON-AD VALOREM DIST1	36 H.C. FIRE/RESCUE DISTRICT

### JANUARY 2020 GIS AERIAL



### 2022-02-00 PROPERTY VALUES

	COUNTY	SCHOOL	SWFWMD	MUNICIPALITY
LAND	12,891	12,891	12,891	
BUILDINGS +	0	0	0	
FEATURES AND OUT BUILDINGS +	0	0	0	
JUST/MARKET VALUE =	12,891	12,891	12,891	
VALUE PRIOR TO CAP	12,891	12,891	12,891	
ASSESSED VALUE	12,891	12,891	12,891	
EXEMPT VALUE -	0	0	0	
TAXABLE VALUE =	12,891	12,891	12,891	
CLASSIFIED USE LAND VALUE	0	AD VALOREM TAXES	202.19	NON-AD VALOREM TAXES 103.29

### LAND INFORMATION

CODE	DESCRIPTION	AG	LAST UPDT	CAP YEAR	EXC CAP	GRA DE	FRON TAGE	DEPTH	UNITS	MEASURE				ADJ RATE	VALUE
01	RESIDENTIAL/SQFT RA	N	2021		Y				24,790.00	SQFT				0.52	12,891

### BUSINESSES ON PROPERTY

KEY #	BUSINESS NAME	NAICS	BUSINESS TYPE
-------	---------------	-------	---------------

### ADDRESSES ON PROPERTY

SITUS
NECKLACE WARBLER AVE

### PROPERTY SALES

SALE DATE	NEW OWNER	CODE	DESCRIPTION	VAC?	INST	OR BOOK	OR PAGE	SALEGRP	VALUE
07/22/22	FANTA LAND CORP	D	DISQUALIFIED	Y	WD	4200	0450	0	100
02/25/21	RUSH 4 GOLD INVESTMENTS LLC	M	MULTIPLE PARC	Y	WD	3968	1984	0	25,000
09/27/19	SAFFELL JAMES T P A	Q	QUALIFIED	Y	WD	3757	1950	0	5,900
12/27/06	PATLAK HELENA M TTEE	D	DISQUALIFIED	Y	SW	2383	1936	0	100
01/01/80	PATLAK ERWIN M MD & HELENA	Q	QUALIFIED	Y	WD	0433	1123	0	6,500
01/01/80	ROYAL PALM BCH COLONY INC		INVALID CODE	N		0000	0000	0	0





# HERNANDO COUNTY, FLORIDA

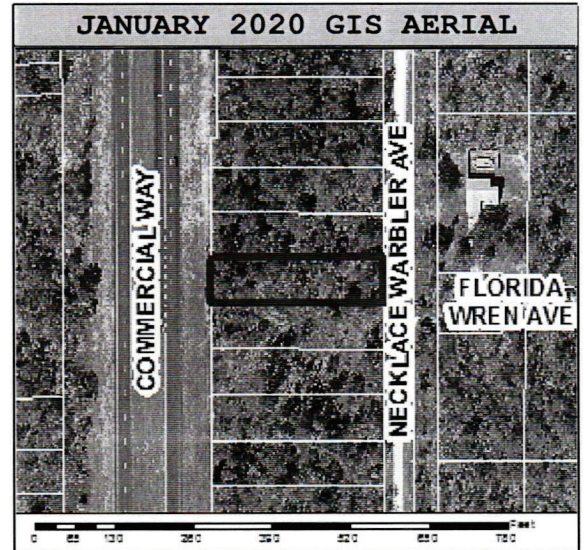
## PROPERTY RECORD CARD

### 2022 FINAL TAX ROLL

1.12

KEY #	00554509	PRINTED	03/14/23	PAGE	1
PARCEL #	R01 221 17 3290 0087 0080	SITUS	NECKLACE WARBLER AVE		
OWNER(S)	FANTA LAND CORP	PARCEL DESCRIPTION	ROYAL HIGHLANDS UNIT 1-B		
MAILING ADDRESS	30082 MERILEE PL	UPDATED	BLK 87 LOT 8		
UPDATED	WESLEY CHAPEL FL 33545-4471	01/01/80			
01/10/23					

MISCELLANEOUS PROPERTY INFORMATION		
SQUARE FOOTAGE	24,765	
ACRES	0.60	
AERIAL MAP	28A	
JURISDICTION	C	COUNTY
LEVY CODE	CWES	COUNTY WIDE EMS
NEIGHBORHOOD	C19N	COMM WAY, N OF CORTEZ BLVD
SUBDIVISION	3290	ROYAL HIGHLANDS UNIT 1B
DOR LAND USE	00	VACANT RESIDENTIAL
NON-AD VALOREM DIST1	36	H.C. FIRE/RESCUE DISTRICT



2022-02-00 PROPERTY VALUES				
	COUNTY	SCHOOL	SWFWMD	MUNICIPALITY
LAND	12,878	12,878	12,878	
BUILDINGS +	0	0	0	
FEATURES AND OUT BUILDINGS +	0	0	0	
JUST/MARKET VALUE =	12,878	12,878	12,878	
VALUE PRIOR TO CAP	12,878	12,878	12,878	
ASSESSED VALUE	8,718	12,878	8,718	
EXEMPT VALUE -	0	0	0	
TAXABLE VALUE =	8,718	12,878	8,718	
CLASSIFIED USE LAND VALUE	0	AD VALOREM TAXES	163.88	NON-AD VALOREM TAXES 103.29

LAND INFORMATION												
CODE	DESCRIPTION	AG	LAST UPDT	CAP YEAR	EXC CAP	GRA DE	FRON TAGE	DEPTH	UNITS	MEASURE	ADJ RATE	VALUE
01	RESIDENTIAL/SQFT RA	N	2021		Y				24,765.00	SQFT	0.52	12,878

BUSINESSES ON PROPERTY			
KEY #	BUSINESS NAME	NAICS	BUSINESS TYPE

ADDRESSES ON PROPERTY	
SITUS	NECKLACE WARBLER AVE

PROPERTY SALES									
SALE DATE	NEW OWNER	CODE	DESCRIPTION	VAC?	INST	OR BOOK	OR PAGE	SALEGRP	VALUE
01/10/23	FANTA LAND CORP	D	DISQUALIFIED	Y	QC	4262	0017	0	100
12/21/18	AMANDO HOLDINGS INC	D	DISQUALIFIED	Y	QC	3654	1392	0	100
03/28/16	KANOOR INVESTMENTS INC	U	UNQUALIFIED M	Y	WD	3346	1849	0	16,500
12/09/97	SODERBERG MILDRED L TR ESTATE	D	DISQUALIFIED	Y	WD	1169	1047	0	100
05/01/87	SODERBERG MILDRED	Q	QUALIFIED	Y	WD	0651	1923	0	16,000
01/01/80	SUKOFF RICHARD H	Q	QUALIFIED	Y	WD	0000	0692	0	6,500



# **REZONING AND PUBLIC SERVICE FACILITY REVIEWS:**

ATTENTION: ACREAGE AND/OR FEE SHALL NOT BE ROUNDED OFF.

PLEASE PROVIDE EXACT CALCULATIONS

## **Rezoning**

- A. Planning Base Fee  
 B. Number of Acres .57 X \$10 =  
 C. Public Notification Fee (See Rates Below)  
 for Applications < 10 acres = \$120  
 for Applications 10 - 100 acres = \$250  
 for Applications > 100 acres = \$350

A. \$500.00  
 B. \$5.70  
 C. \$120.00  
 D. Subtotal \$625.70

- E. Engineering Base Fee  
 F. Number of Acres .57 X \$2 =

E. \$250.00  
 F. \$1.14  
 G. Subtotal \$251.14  
 Total Fee (D + G) \$876.84

## **Rezoning to Planned Development Project (PDP)**

- A. Planning Base Fee  
 B. Number of Acres \_\_\_\_\_ X \$10 =  
 C. Public Notification Fee (See Rates Below)  
 for Applications < 10 acres = \$120  
 for Applications 10 - 100 acres = \$250  
 for Applications > 100 acres = \$350

A. \$1,000.00  
 B. \_\_\_\_\_  
 C. \_\_\_\_\_  
 D. Subtotal \_\_\_\_\_

- E. Engineering Base Fee  
 F. Number of Acres \_\_\_\_\_ X \$2 =

E. \$250.00  
 F. \_\_\_\_\_  
 G. Subtotal \_\_\_\_\_  
 Total Fee (D + G) \_\_\_\_\_

## **Rezoning to Master Plan Revision - Major**

- A. Planning Base Fee  
 B. Number of Acres \_\_\_\_\_ X \$5 =  
 C. Public Notification Fee (See Rates Below)  
 for Applications < 10 acres = \$120  
 for Applications 10 - 100 acres = \$250  
 for Applications > 100 acres = \$350

A. \$500.00  
 B. \_\_\_\_\_  
 C. \_\_\_\_\_  
 D. Subtotal \_\_\_\_\_

- E. Engineering Base Fee  
 F. Number of Acres \_\_\_\_\_ X \$2 =

E. \$250.00  
 F. \_\_\_\_\_  
 G. Subtotal \_\_\_\_\_  
 Total Fee (D + G) \_\_\_\_\_

## **Master Plan Revision - Minor**

\$200.00

Administrative Review of ACTIVE Master Plan Only - contact Planning Department for verification)

## **Public Service Facility Overlay District (Except Communication Towers)**

- A. Planning Base Fee  
 B. Number of Acres \_\_\_\_\_ X \$10 =  
 C. Public Notification Fee (See Rates Below)  
 for Applications < 10 acres = \$120  
 for Applications 10 - 100 acres = \$250  
 for Applications > 100 acres = \$350

A. \$500.00  
 B. \_\_\_\_\_  
 C. \_\_\_\_\_  
 Total Fee (A+B+C) \_\_\_\_\_

## **Public Service Facility Overlay District for Communication Towers**

- A. Planning Base Fee  
 B. Number of Acres \_\_\_\_\_ X \$2 =  
 C. Public Notification Fee (See Rates Below)  
 for Applications < 10 acres = \$120  
 for Applications 10 - 100 acres = \$250  
 for Applications > 100 acres = \$350

A. \$2,750.00  
 B. \_\_\_\_\_  
 C. \_\_\_\_\_  
 Total Fee (A+B+C) \_\_\_\_\_

- D. Professional Fee for RF Consultant (to be calculated during process)

Outstanding Fee: \_\_\_\_\_

SEE PAGE TWO FOR ADDITIONAL INFORMATION





# HERNANDO COUNTY, FLORIDA PROPERTY RECORD CARD

1.12

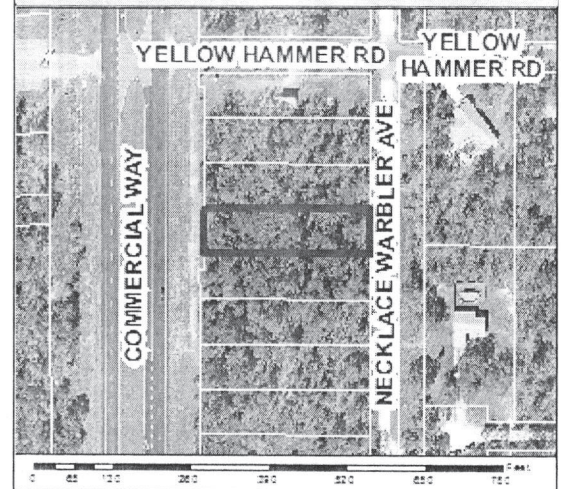
## 2022 FINAL TAX ROLL RECERTIFICATION AFTER V.A.B.

KEY #	00676272	PRINTED	03/22/23	PAGE	1
PARCEL #	R01 221 17 3290 0087 0040	SITUS	NECKLACE WARBLER AVE		
OWNER(S)	FANTA LAND CORP	PARCEL DESCRIPTION	ROYAL HIGHLANDS UNIT 1-B		
MAILING ADDRESS	30082 MERILEE PL	UPDATED	01/01/80		
UPDATED	WESLEY CHAPEL FL 33545-4471		BLK 87 LOT 4		
07/22/22					

### MISCELLANEOUS PROPERTY INFORMATION

SQUARE FOOTAGE	24,866	
ACRES	0.60	
AERIAL MAP	28A	
JURISDICTION	C	COUNTY
LEVY CODE	CWES	COUNTY WIDE EMS
NEIGHBORHOOD	C19N	COMM WAY, N OF CORTEZ BLVD
SUBDIVISION	3290	ROYAL HIGHLANDS UNIT 1B
DOR LAND USE	00	VACANT RESIDENTIAL
NON-AD VALOREM DIST1	36	H.C. FIRE/RESCUE DISTRICT

### JANUARY 2020 GIS AERIAL



### 2022-03-00 PROPERTY VALUES

	COUNTY	SCHOOL	SWFWMD	MUNICIPALITY
LAND	12,930	12,930	12,930	
BUILDINGS	+	0	0	
FEATURES AND OUT BUILDINGS	+	0	0	
JUST/MARKET VALUE	=	12,930	12,930	
VALUE PRIOR TO CAP		12,930	12,930	
ASSESSED VALUE		12,930	12,930	
EXEMPT VALUE	-	0	0	
TAXABLE VALUE	=	12,930	12,930	
CLASSIFIED USE LAND VALUE	0	AD VALOREM TAXES	202.81	NON-AD VALOREM TAXES 103.29

### LAND INFORMATION

CODE	DESCRIPTION	AG	LAST UPDT	CAP YEAR	EXC CAP	GRA DE	FRON TAGE	DEPTH	UNITS	MEASURE	ADJ RATE	VALUE
01	RESIDENTIAL/SQFT RA	N	2021		Y				24,866.00	SQFT	0.52	12,930

### BUSINESSES ON PROPERTY

KEY #	BUSINESS NAME	NAICS	BUSINESS TYPE
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### ADDRESSES ON PROPERTY

SITUS
NECKLACE WARBLER AVE

### PROPERTY SALES

SALE DATE	NEW OWNER	CODE	DESCRIPTION	VAC?	INST	OR BOOK	OR PAGE	SALEGRP	VALUE
07/22/22	FANTA LAND CORP	D	DISQUALIFIED	Y	WD	4200	0452	0	100
02/25/21	RUSH 4 GOLD INVESTMENTS LLC	M	MULTIPLE PARC	Y	WD	3968	1984	0	25,000
07/12/19	SAFFELL JAMES T	Q	QUALIFIED	Y	WD	3730	0657	0	6,500
01/01/80	MASON DONALD R	Q	QUALIFIED	Y	WD	0447	0614	0	6,500
01/01/80	ROYAL PALM BCH COLONY INC		INVALID CODE	N		0000	0000	0	0



# HERNANDO COUNTY, FLORIDA PROPERTY RECORD CARD

1.12

2022 FINAL TAX ROLL RECERTIFICATION AFTER V.A.B.

KEY #	00676272	PRINTED	03/22/23	PAGE	2
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PROPERTY APPRAISER INSPECTIONS				
INSP. DATE	ROLL	EMPL	CODE	REASON
04/15/20	2020	248	021	VACANT
12/17/15	2016	248	021	VACANT
09/05/11	2011	195	021	VACANT
01/15/02	2002	154	021	VACANT

PROPERTY APPRAISER NOTES	
JANUARY 01 1990	
COND DUE TO COMP PLAN	
RESTRICTIONS	



**RESOLUTION NO. 2023 - \_\_\_\_\_**

**WHEREAS**, Hernando County has adopted zoning regulations pursuant to Section 125.01(1) and Chapter 163, *Florida Statutes*, which authorize the County to regulate the use of land in the unincorporated areas of Hernando County, Florida, and take action on the request herein; and

**WHEREAS**, the Hernando County Board of County Commissioners (BOCC) conducted a duly advertised public hearing to consider the requested changes in zoning on the specified parcels in Hernando County, Florida, as more fully described below;

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

**APPLICANT:** Aaron Tam on behalf of Fanta Land Corp

**FILE NUMBER:** H-22-72

**GENERAL**

**LOCATION:** East of Commercial Way (US Hwy 19), approximately 450' south of Yellow Hammer Road

**PARCEL KEY**

**NUMBERS:** 676272, 676325, and 554509

**REQUEST:**

Rezoning from R-1C (Residential) to PDP(GC)/Planned Development Project (General Commercial) with Deviations, as enumerated in the BOCC Action, which is incorporated herein by reference and made a part hereof. The representations contained in the rezoning application are incorporated herein by reference and made a part hereof and are relied upon by the County to be true and correct. For purposes herein, it is presumed that all requisite notice and advertising requirements have been satisfied.

**FINDINGS**

**OF FACT:**

ALL of the facts and conditions presented to the BOCC in connection with the public hearing in this matter are incorporated herein by reference and made a material part of this Resolution as integral to the BOCC's Action. The BOCC finds that the testimony and record supporting **APPROVAL** of the request to be credible and to constitute competent substantial evidence. In further support thereof, the BOCC makes the following specific findings of fact:

1. The proposed request is consistent with the County's adopted Comprehensive Plan and is compatible with the surrounding land uses.

**CONCLUSIONS**

**OF LAW:**

The BOCC is authorized to act on this matter pursuant to Chapters 125 and 163, *Florida Statutes*, Appendix A, Article V, Section 3, Hernando County Code of Ordinances. Accordingly, after public hearing and testimony, being fully advised

1. The proposed request is consistent with the County's adopted Comprehensive Plan and is compatible with the surrounding land uses.

**ACTION:**

After notice and public hearing, based upon the record in this matter and all of the findings of fact and conclusions of law above, the BOCC hereby **APPROVES** the request for a rezoning from AG/Agricultural) to PDP(SF)/Planned Development Project (Single Family), as set forth in the BOCC Action, which is incorporated herein by reference and made a part hereof. Any requests, uses, variances or exceptions that were requested in connection with this rezoning application but not specifically approved herein are hereby deemed **DENIED**.

**ADOPTED IN REGULAR SESSION THE 9<sup>th</sup> DAY OF MAY 2023.**

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

Attest: \_\_\_\_\_

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

By: \_\_\_\_\_

**John Allocco**  
**Chairman**

(SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: \_\_\_\_\_

  
County Attorney's Office



THE HERNANDO SUN; Published Weekly

Brooksville Hernando County FLORIDA

PUBLISHER'S AFFIDAVIT OF PUBLICATION

STATE OF FLORIDA

COUNTY OF HERNANDO :

Before the undersigned authority personally appeared Julie B. Maglio, 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

PD-23-07 NOTICE OF PUBLIC HEARING HERNANDO COUNTY, FLORIDA

in the matter of

The Planning and Zoning Commission of Hernando County - FILE NUMBER:  
H-22-72

was published in said newspaper by print in the issue(s) of:  
March 31, 2023

and/or by publication on the newspaper's website, if authorized, on March 31, 2023

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 3rd day of April, 2023.

(Signature of Notary Public)

LISAM. MACNEIL

Commission # HH 254975

Expires April 19, 2026



(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known ☒ or

produced identification \_\_\_\_\_

Type of identification produced \_\_\_\_\_

PD-23-07

NOTICE OF PUBLIC HEARING  
HERNANDO COUNTY, FLORIDA

PLANNING AND ZONING COMMISSION

The Planning and Zoning Commission of Hernando County, Florida, will hold a Public Hearing in the John Law Ayers County Commission Chambers, Hernando County Government Center, 20 North Main Street, Room 160, Brooksville, Florida on April 10, 2023. **The meeting starts at 9:00 AM and the cases will be heard thereafter in the order established when the agenda is published.**

BOARD OF COUNTY COMMISSIONERS

The Board of County Commissioners of Hernando County, Florida, will hold a Public Hearing in the John Law Ayers County Commission Chambers, Hernando County Government Center, 20 North Main Street, Room 160, Brooksville, Florida, on May 09, 2023. **The meeting starts at 9:00 AM and the cases will be heard thereafter in the order established when the Board agenda is published.**

APPLICANT: Aaron Tam

FILE NUMBER: H-22-72

REQUEST: Rezoning from R-1C (Residential) to PDP(GC)/Planned Development Project (General Commercial) with Deviations

GENERAL LOCATION: East of Commercial Way (US Hwy 19), approximately 500' south of Yellow Hammer Road

PARCEL KEY NUMBER: 676272, 676325, 554509

APPLICANT: Barbara Van Winkle

FILE NUMBER: H-22-86

REQUEST: Rezoning from AG/Agricultural) to PDP(SF)/Planned Development Project (Single Family) with deviations

GENERAL LOCATION: East of the Suncoast Parkway, west of Cresap Street at the western terminus of Jernigan Street

PARCEL KEY NUMBER: 346227, 346165

Interested parties may appear at the meeting and be heard on these matters. You are further advised that if a person decides to appeal any quasi-judicial decision made by the Board, Agency or Commission with respect to any matter considered at such hearing or meeting, he or she will need a record of the proceeding, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based.

Documentation may be reviewed by the public at the Hernando County Planning Department, 1653 Blaise Drive, Brooksville, Florida 34601, between the hours of 8:00 AM - 5:00 PM, Monday through Friday, legal holidays excepted or may be viewed one week prior to the meeting via the County's website at [www.hernandocounty.us](http://www.hernandocounty.us) - follow the Board Agendas and Minutes link to the specified public hearing. Questions may also be directed to: The Planning Department at [planning@hernandocounty.us](mailto:planning@hernandocounty.us), 352-754-4057.

In accordance with the Americans with Disabilities Act, persons with disabilities needing a special accommodation to participate in this proceeding should contact Jessica Wright, County Administration Building, 15470 Flight Path Drive Brooksville, FL 34604, telephone 352-754-4002, no later than three (3) days prior to the proceedings. If hearing impaired, please call 1-800-676-3777 for assistance.

/s/ Michelle L. Miller  
Planning Administrator  
Hernando County Planning Division

REF: 4-2023 REZ.LGL

Publish: March 31, 2023

Published: March 31, 2023





## AGENDA ITEM

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### TITLE

Rezoning Petition Submitted by Barbara Van Winkle, Trustee of The Sunflower Land Trust  
U/T/D 8/15/2022 (H2286)

### BRIEF OVERVIEW

#### Request:

Rezoning from AG/Agricultural) to PDP(SF)/Planned Development Project (Single Family) with deviations

#### General Location:

East of the Suncoast Parkway, west of Cresap Street at the western terminus of Jernigan Street

#### P&Z Action:

On April 10, 2023, the Planning and Zoning Commission voted 5-0 to recommend the Board of County Commissioners adopt a resolution approving the petitioner's request for rezoning from AG(Agricultural) to PDP(SF)/Planned Development Project (Single Family) with modified performance conditions.

#### Hearing Detail:

The following members were present at the April 10, 2023, Planning and Zoning Commission meeting: Chairman Jonathan McDonald; Vice Chairman W. Steve Hickey; Kathryn Birren, Nicholas Holmes, Donald Whiting, and Gregory Arflack (an alternate member present in a non-voting capacity).

### FINANCIAL IMPACT

A matter of policy. No financial impact

### LEGAL NOTE

The Board has the authority to make the requested rezoning decision pursuant to Chapters 125 and 163 Florida Statutes. The Applicable Criteria for a Zoning District Amendment are contained in Appendix A, (Zoning Code) Article VI. The Applicable Criteria for a PDP are found in Appendix A, (Zoning Code) Article VIII. The Zoning District Amendment to the Planned Development District and applicable PDP master plan must be consistent with the Comprehensive Plan.

### RECOMMENDATION

It is recommended that the Board adopt a resolution approving the petitioner's request for rezoning from AG(Agricultural) to PDP(SF)/Planned Development Project (Single Family) with modified performance conditions. It is further recommended that the Board approve and authorize the Chairman's signature on the attached associated resolution.

**REVIEW PROCESS**

Michelle Miller	Approved	04/25/2023	7:39 PM
Aaron Pool	Approved	04/26/2023	3:10 PM
Toni Brady	Approved	04/28/2023	9:27 AM
Pamela Hare	Approved	04/28/2023	10:28 AM
Kyle Benda	Approved	04/28/2023	11:32 AM
Heidi Kurppe	Approved	04/28/2023	11:49 AM
Scott Herring	Approved	04/28/2023	12:32 PM
Jeffrey Rogers	Approved	04/28/2023	2:33 PM
Colleen Conko	Approved	04/28/2023	2:42 PM

**P&Z RECOMMENDATION:**

On April 10, 2023, the Planning and Zoning Commission voted 5-0 to recommend the Board of County Commissioners adopt a resolution approving the petitioner's request for rezoning from AG(Agricultural) to PDP(SF)/Planned Development Project (Single Family) with the following performance conditions:

1. The petitioner must obtain all permits from Hernando County and other applicable agencies and meet all applicable land development regulations, for either construction or use of the property, and complete all applicable development review processes.
2. A wildlife survey shall be prepared by a qualified professional. The petitioner is required to comply with all applicable FWC regulations and permitting.
3. The petitioner must meet the minimum requirements of Florida Friendly Landscaping™ publications and the Florida Yards and Neighborhoods Program for design techniques, principles, materials and plantings for required landscaping.
4. The Builder/Developer shall provide new property owners with Florida-Friendly Landscaping™ (FFL) Program information and include FFL language in the HOAs covenants and restrictions. Information on the County's Fertilizer Ordinance and fertilizer use is to be included. Educational information is available through Hernando County Utilities Department.
5. The petitioner must apply for and receive a Finding of School Capacity from the School District prior to the approval of the conditional plat or the functional equivalent. The County will only issue a certificate of concurrency for schools upon the School District's written determination that adequate school capacity will be in place or under actual construction within three (3) years after the issuance of subdivision approval or site plan approval (or functional equivalent) for each level of school without mitigation, or with the execution of a legally binding proportionate share mitigation agreement between the applicant, the School District, and the County.
6. Minimum Building Setbacks:
  - Front: 25'
  - Rear: 20'
  - Side: 10'
7. The petitioner shall provide a minimum 20' landscape buffer along the eastern western boundary against the Suncoast Parkway. The existing trees shall remain within the buffer area and supplemented as needed to achieve a minimum 80% opacity within three years of planting.
8. The petitioner shall preserve the minimum seven percent (7%) natural vegetation as required by the County's Land Development Regulations. The required natural vegetation may be included as part of the required open space.



9. The developer shall provide a utility capacity analysis and shall connect to the central water and ~~sewer systems~~ at time of vertical construction and obtain Health Department approval of appropriate Onsite Sewage Treatment and Disposal Systems.
10. The petitioner shall coordinate with the County to vacate the portion of the right-of-way that bisects the proposed development.
11. The petitioner shall provide a revised plan in compliance with all the performance conditions within 30 calendar days of BCC approval. Failure to submit the revised plan will result in no further development permits being issued.

## STAFF REPORT

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**HEARINGS:** Planning & Zoning Commission: April 10, 2023  
Board of County Commissioners: May 9, 2023

**APPLICANT:** Barbara Van Winkle, TTEE

**FILE NUMBER:** H-22-86

**REQUEST:** Rezoning from AG/Agricultural) to PDP(SF)/Planned Development Project (Single Family)

**GENERAL LOCATION:** East of the Suncoast Parkway, west of Cresap Street at the western terminus of Jernigan Street

**PARCEL KEY NUMBERS:** 346227, 346165

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### APPLICANT'S REQUEST

The petitioner is requesting a rezoning from AG/(Agricultural) to PDP(SF)/ Planned Development Project (Single Family) to develop a single-family subdivision with 39 units on the subject parcels. The development density will be approximately 1.36 dwelling units/acre. The petitioner is proposing typical lot sizes of 17,475 square feet (116.5'x150.0').

If the master plan is approved, the petitioner shall be required to submit a right-of-way vacation application for the County-owned Potterfield Garden Acre right of way (Key 1639490) prior to submission of the conditional plat application.

No deviations are being requested as part of the subject application.

### SITE CHARACTERISTICS

**Site Size:** 28.6 acres total

**Surrounding Zoning & Land Uses:** North: AG; Undeveloped  
South: AR2, AG; Undeveloped  
East: R-1C; Single Family Homes  
West: Suncoast Parkway

**Current Zoning:** AG (Agricultural)

**Future Land Use Map Designation:** Residential

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**ENVIRONMENTAL REVIEW**

<b>Soil Type:</b>	Candler Fine Sand
<b>Habitat:</b>	The habitat on the subject parcels is Sandhill identified as urban open forested according to FWC CLC mapping (Florida Cooperative Land Cover Classification System that combines Florida Land Use Cover and Classification System with fish and wildlife data).
<b>Comments:</b>	Candler Fine Sand provides habitat suitable for gopher tortoises (a listed species) and commensal species. A comprehensive floral (vegetation) and faunal (wildlife) survey shall be prepared by a qualified professional and submitted during the construction plans stage of development. The petitioner is required to comply with all applicable FWC regulations and permitting.
<b>Protection Features:</b>	There are no Wellhead Protection Areas (WPA) according to County data. (WHPA)
<b>Hydrologic Features:</b>	There are no Special Protection Areas (SPA) or wetlands according to County data.
<b>Water Quality:</b>	The proposed development is within the Weeki Wachee River Basin Management Action Plan (BMAP), the Weeki Wachee Primary Focus Area (PFA), and the and Weeki Wachee Outstanding Florida Springs (OFS) Group.
<b>Comments:</b>	<p>The petitioner must meet the minimum requirements of Florida Friendly Landscaping™ publications and the Florida Yards and Neighborhoods Program for required plantings and buffers, as applicable.</p> <p>The Builder/Developer shall provide new property owners with Florida-Friendly Landscaping™ Program information and encourage the use of the principles, techniques, and landscaping recommendations. Information on the County's Fertilizer Ordinance and fertilizer use is to be included. Educational information is available through Hernando County Utilities Department.</p>
<b>Flood Zone:</b>	X

**SCHOOL DISTRICT REVIEW**

The applicant must apply for and receive a Finding of School Capacity from the School District prior to the approval of the conditional plat or the functional equivalent. The County will only issue a certificate of concurrency for schools upon the School District's written determination that adequate school capacity will be in place or under actual construction within three (3) years after the issuance of subdivision approval or site plan approval (or functional equivalent) for each level of school without mitigation, or with the execution of a legally binding

proportionate share mitigation agreement between the applicant, the School District, and the County.

## HEALTH DEPARTMENT REVIEW:

According to the Department of Health in Hernando County, Chapter 381.0065(4)(b), Florida Statutes allows development of lots using a public water system to use septic tank systems for sewage disposal provided there are no more than 4 lots per acre. The subject property is located within PFA of Springs Protection and would be subject to nitrogen reducing systems if any individual lot is less than 43,560 square feet.

## UTILITIES REVIEW

The Hernando County Utilities Department (HCUD) does not currently supply water or sewer service to these parcels. Sewer service is not available to this parcel. There is an existing 8-inch water main that stubs out at the west end of Jernigan Street. HCUD has no objection to the request subject to a capacity analysis, connection to the central water system at time of vertical construction and Health Department approval of appropriate Onsite Sewage Treatment and Disposal Systems.

In planned development projects on a central water supply, the minimum lot size requirements per individual sewage disposal may be modified provided the overall density of the project does not exceed one (1) septic tank per twenty-one thousand five hundred (21,500) square feet and is subject to approval by the county planning and zoning commission.

**Comments:** The petitioner is requesting 39 units on 28.6 acres. The gross acreage calculation (31,994 sq. ft.) for individual sewage disposal exceeds the minimum 21,500 square foot lot requirement.

## ENGINEERING REVIEW

The subject site is located east of the Suncoast Parkway, west of Cresap Street at the western terminus of Jernigan Street. The petitioner has proposed a single entrance to Jernigan Street with a future stub-out to the north.

The County Engineer has reviewed the petitioner's request and has the following comments:

- These properties are located outside the 1% annual chance floodplain.
- It is recommended that the vacation of right-of-way between the parcels be completed prior to master plan approval.

## LAND USE REVIEW

### **Building Setbacks**

Proposed Building Setbacks:

- Front: 25'
- Rear: 20'
- Side: 10'

### **Buffers**

The petitioner has indicated a five foot vegetative buffer is proposed on both the north and south and a twenty foot buffer is proposed along the Suncoast Parkway.

The Suncoast Parkway is considered a scenic highway. As part of any new subdivision or commercial development along a designated scenic highway, a 20' landscape buffer shall be required. The purpose of this buffer is to shield the traveling public from signage, development and walls/fences and provide views of open space and natural areas on designated scenic highways. Furthermore, the buffer shall be planted in accordance with the requirements of the Community Appearance Ordinance for scenic highways.

**Comments:** The petitioner is proposing a drainage retention area along 75% of the western boundary, against the Suncoast Parkway, along with a 20' buffer. If approved, the petitioner must provide a minimum 20' landscape buffer along the western boundary against the Suncoast Parkway. The existing trees shall remain within the buffer area supplemented with plantings to provide a minimum 80% opacity. The remainder of the project shall meet the minimum buffer requirements.

### **Natural Vegetation**

Projects greater than twenty (20) acres shall designate an area of at least seven (7) percent of the total project area as preserved natural vegetation and no construction activity can occur in this area. Preserved natural vegetation areas must be a minimum of twenty thousand (20,000) square feet.

**Comments:** If approved, the petitioner must provide a minimum of seven (7) percent natural vegetation. Preserved natural vegetation and/or planted native vegetation may be used to meet all or part of the requirement for open space if it is a minimum of fifteen (15) feet in width.

## COMPREHENSIVE PLAN REVIEW

The subject property is located within the Residential land use classification on the adopted Future Land Use Map.



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**Future Land Use Map****Residential Category**

- Strategy 1.04A(3): The ***Residential Category*** accommodates residential growth clustered in and around urbanized areas and those areas that maximize the efficient use of infrastructure contained in long-range facilities plans of the County.
- Objective 1.04B: The Residential Category allows primarily single family, duplex, resort and multi-family housing and associated ancillary uses such as recreational and institutional. Office and certain commercial uses may be allowed subject to the locational criteria and performance standards of this Plan. Residential density shall not exceed 22 dwelling units per gross acre.
- Strategy 1.04B(1): Commercial and institutional uses within the Residential Category are generally associated with medium and high-density residential development and may include neighborhood commercial, office professional, recreational, schools, and hospitals. Minor public facilities that do not unduly disturb the peaceful enjoyment of residential uses may also be allowed.
- Strategy 1.04B(2): Future residential development will be planned to locate where the Residential Category predominates on the Future Land Use Map as determined by the availability of facilities and services, the need to accommodate future growth, the strategies to discourage the proliferation of urban sprawl, and the impacts to natural resources, including groundwater.
- Strategy 1.04B(3): The Residential Category will include zoning for single-family housing, generally averaging a density of 2.5 dwelling units per gross acre to 6.0 dwelling units per gross acre comprised of varying lot sizes and dwelling unit types such as senior housing, villa housing, single family detached housing, and zero lot line housing.

**FINDINGS OF FACT**

The request for rezoning from AG/Agricultural) to PDP(SF)/Planned Development Project (Single Family) is appropriate based on the following conclusions:

The request is consistent with the County's adopted Comprehensive Plan and is compatible with the surrounding land uses subject to compliance with all performance conditions.

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**NOTICE OF APPLICANT RESPONSIBILITY**

*The rezoning process is a land use determination and does not constitute a permit for either construction on, or use of, the property, or a Certificate of Concurrency. Prior to use of, or construction on, the property, the petitioner must receive approval from the appropriate County department(s) for the proposed use.*

*The granting of this land use determination does not protect the owner from civil liability for recorded deed restrictions which may exceed any county land use ordinances. Homeowner associations or architectural review committees require submission of plans for review and approval. The applicant for this land use request should contact the local association or the Public Records for all restrictions applicable to this property.*

**STAFF RECOMMENDATION**

It is recommended that the Planning and Zoning Commission recommend the Board of County Commissioners adopt a resolution approving the petitioner's request for rezoning from AG(Agricultural) to PDP(SF)/Planned Development Project (Single Family) with the following performance conditions:

1. The petitioner must obtain all permits from Hernando County and other applicable agencies and meet all applicable land development regulations, for either construction or use of the property, and complete all applicable development review processes.
2. A wildlife survey shall be prepared by a qualified professional. The petitioner is required to comply with all applicable FWC regulations and permitting.
3. The petitioner must meet the minimum requirements of Florida Friendly Landscaping™ publications and the Florida Yards and Neighborhoods Program for design techniques, principles, materials and plantings for required landscaping.
4. The Builder/Developer shall provide new property owners with Florida-Friendly Landscaping™ (FFL) Program information and include FFL language in the HOAs covenants and restrictions. Information on the County's Fertilizer Ordinance and fertilizer use is to be included. Educational information is available through Hernando County Utilities Department.
5. The petitioner must apply for and receive a Finding of School Capacity from the School District prior to the approval of the conditional plat or the functional equivalent. The County will only issue a certificate of concurrency for schools upon the School District's written determination that adequate school capacity will be in place or under actual construction within three (3) years after the issuance of subdivision approval or site plan approval (or functional equivalent) for each level of school without mitigation, or with the execution of a legally binding proportionate share mitigation agreement between the applicant, the School District, and the County.

6. Minimum Building Setbacks:
  - Front: 25'
  - Rear: 20'
  - Side: 10'
7. The petitioner shall provide a minimum 20' landscape buffer along the eastern boundary against the Suncoast Parkway. The existing trees shall remain within the buffer area and supplemented as needed to achieve a minimum 80% opacity within three years of planting.
8. The petitioner shall preserve the minimum seven percent (7%) natural vegetation as required by the County's Land Development Regulations. The required natural vegetation may be included as part of the required open space.
9. The developer shall provide a utility capacity analysis and shall connect to the central water and sewer systems at time of vertical construction and Health Department approval of appropriate Onsite Sewage Treatment and Disposal Systems.
10. The petitioner shall coordinate with the County to vacate the portion of the right-of-way that bisects the proposed development.
11. The petitioner shall provide a revised plan in compliance with all the performance conditions within 30 calendar days of BCC approval. Failure to submit the revised plan will result in no further development permits being issued.

**P&Z RECOMMENDATION:**

On April 10, 2023, the Planning and Zoning Commission voted 5-0 to recommend the Board of County Commissioners adopt a resolution approving the petitioner's request for rezoning from AG(Agricultural) to PDP(SF)/Planned Development Project (Single Family) with the following performance conditions:

1. The petitioner must obtain all permits from Hernando County and other applicable agencies and meet all applicable land development regulations, for either construction or use of the property, and complete all applicable development review processes.
2. A wildlife survey shall be prepared by a qualified professional. The petitioner is required to comply with all applicable FWC regulations and permitting.
3. The petitioner must meet the minimum requirements of Florida Friendly Landscaping™ publications and the Florida Yards and Neighborhoods Program for design techniques, principles, materials and plantings for required landscaping.
4. The Builder/Developer shall provide new property owners with Florida-Friendly Landscaping™ (FFL) Program information and include FFL language in the HOAs covenants and restrictions. Information on the County's Fertilizer Ordinance and fertilizer use is to be included. Educational information is available through Hernando County Utilities Department.
5. The petitioner must apply for and receive a Finding of School Capacity from the School District prior to the approval of the conditional plat or the functional equivalent. The County will only issue a certificate of concurrency for schools upon the School District's written determination that adequate school capacity will be in place or under actual construction within three (3) years after the issuance of subdivision approval or site plan approval (or functional equivalent) for each level of school without mitigation, or with the execution of a legally binding proportionate share mitigation agreement between the applicant, the School District, and the County.
6. Minimum Building Setbacks:
  - Front: 25'
  - Rear: 20'
  - Side: 10'
7. The petitioner shall provide a minimum 20' landscape buffer along the eastern western boundary against the Suncoast Parkway. The existing trees shall remain within the buffer area and supplemented as needed to achieve a minimum 80% opacity within three years of planting.
8. The petitioner shall preserve the minimum seven percent (7%) natural vegetation as required by the County's Land Development Regulations. The required natural vegetation may be included as part of the required open space.

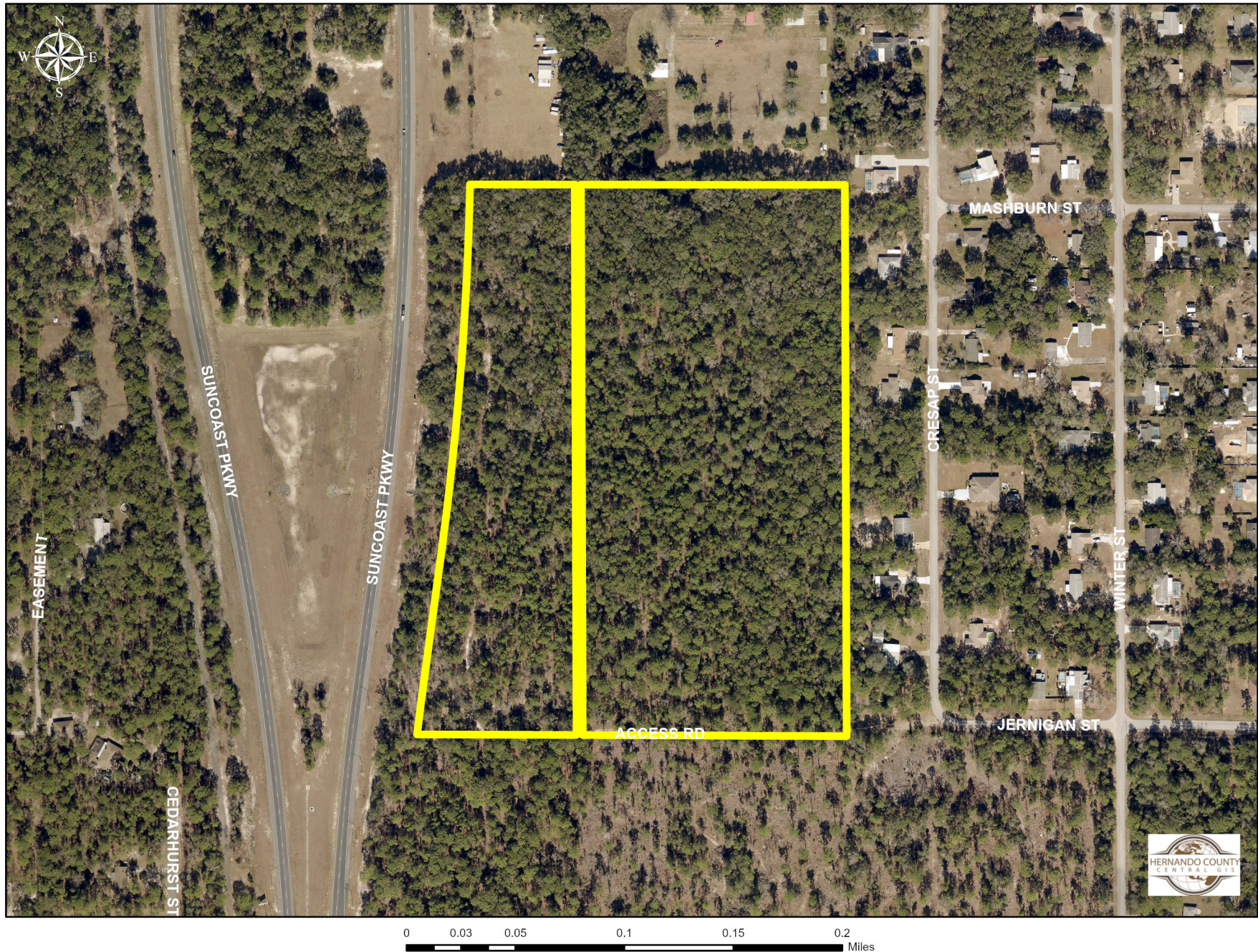
9. The developer shall provide a utility capacity analysis and shall connect to the central water and ~~sewer systems~~ at time of vertical construction and obtain Health Department approval of appropriate Onsite Sewage Treatment and Disposal Systems.
10. The petitioner shall coordinate with the County to vacate the portion of the right-of-way that bisects the proposed development.
11. The petitioner shall provide a revised plan in compliance with all the performance conditions within 30 calendar days of BCC approval. Failure to submit the revised plan will result in no further development permits being issued.



# H-22-86

Photo date: 2020

This map was prepared by this office to be used as an aid in land parcel location and identification only. All land locations, right-of-way widths, acreages, and utility locations are subject to field survey or other appropriate verification.





# H-22-86

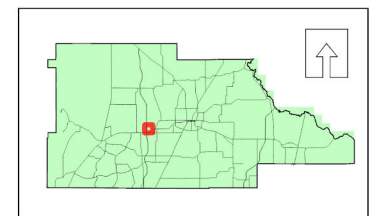
This map was prepared by this office to be used as an aid in land parcel location and identification only. All land locations, right-of-way widths, acreages, and utility locations are subject to field survey or other appropriate verification.



## Zoning:

AC	PDP(HC)
AG	PDP(HHC)
AR	PDP(HID)
AR1	PDP(IND)
AR2	PDP(LI)
C1	PDP(MF)
C2	PDP(MH)
C3	PDP(NC)
C4	PDP(OP)
CITY	PDP(PSF)
CM1	PDP(REC)
CM2	PDP(RR)
CPDP	PDP(RUR)
CV	PDP(SF)
I1	PDP(SU)
I2	R1A
M	R1B
OP	R1C
PDP(AF)	R1MH
PDP(CM)	R2
PDP(CP)	R2.5
PDP(GC)	R3
PDP(GHC)	RC
	RM

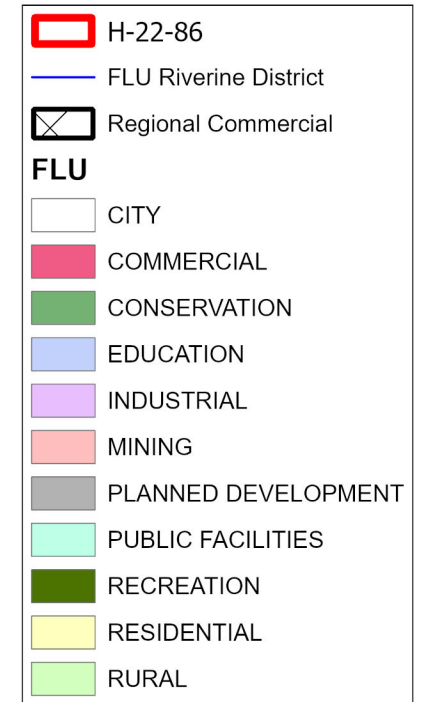
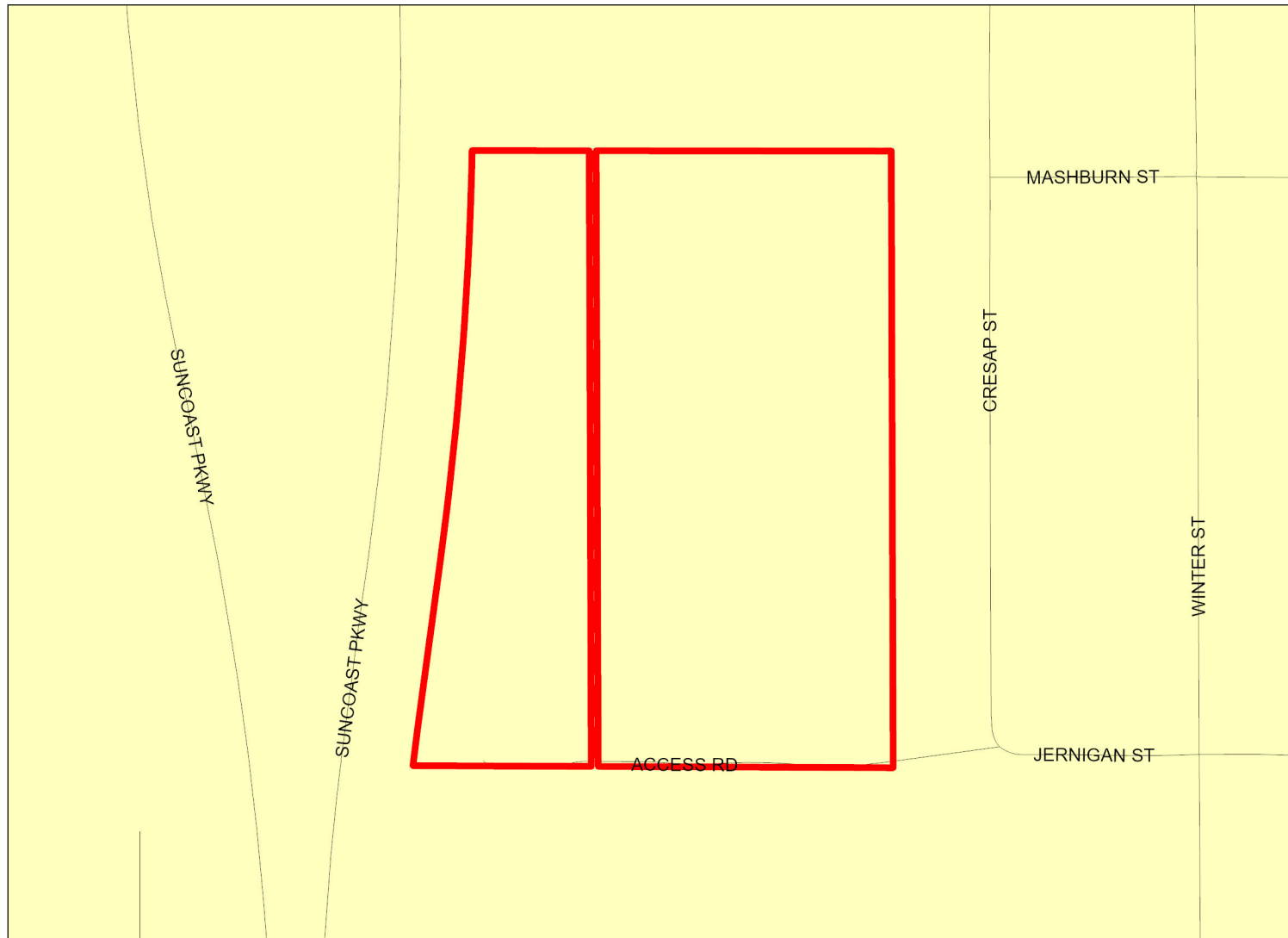
City Zoning Pending



# Hernando County Comprehensive Plan Map

Existing Future Land Use: H-22-86

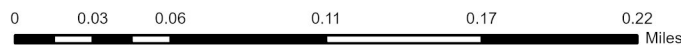
Version Date: 07/14/2022



## Future Land Use Map

PLEASE REFER TO THE TEXT PORTION OF THE COMPREHENSIVE PLAN IN CONJUNCTION WITH THE USE OF THE FUTURE LAND USE MAP SERIES.

NOTE: THE RIVERINE DISTRICT IS SHOWN AS A LINE SETBACK PARALLEL TO THE WEEKI WACHEE, MUD AND WITHLACOOCHEE RIVERS.



Date of mapping: 02/14/2023



# H-22-86

This map was prepared by this office to be used as an aid in land parcel location and identification only. All land locations, right-of-way widths, acreages, and utility locations are subject to field survey or other appropriate verification.



**Zoning:**

AC	PDP(HC)
AG	PDP(HHC)
AR	PDP(HID)
AR1	PDP(IND)
AR2	PDP(LI)
C1	PDP(MF)
C2	PDP(MH)
C3	PDP(MC)
C4	PDP(OP)
CITY	PDP(PSF)
CM1	PDP(REC)
CM2	PDP(RR)
CPDP	PDP(RUR)
CV	PDP(SF)
I1	PDP(SU)
I2	R1A
M	R1B
OP	R1C
PDP(AF)	R1MH
PDP(CM)	R2
PDP(CP)	R2.5
PDP(GC)	R3
PDP(GHC)	RC
	RM

City Zoning Pending





Planning Department  
Hernando County, Florida

DEC 07 2022

Received





# HERNANDO COUNTY ZONING AMENDMENT PETITION



## Application to Change a Zoning Classification

### Application request (check one):

- Rezoning ☐ Standard ☐ PDP  
Master Plan ☐ New ☐ Revised  
PSFOD ☐ Communication Tower ☐ Other  
**PRINT OR TYPE ALL INFORMATION**

Date: 12/7/2022

File No. H-22-86 Official Date Stamp:

Received

DEC 07 2022

Planning Department  
Hernando County, Florida

**APPLICANT NAME:** Barbara Van Winkle TTEE

Address: 18077 Benes Roush Road

City: Masaryktown

State: FL

Zip: 34604

Phone: 352-279-7050

Email: diamonddevelopment@gmail.com

Property owner's name: (if not the applicant)

**REPRESENTATIVE/CONTACT NAME:** Alan K. Garman

Company Name: ProCivil360, LLC

Address: 12 S. Main Street

City: Brooksville

State: FL

Zip: 34601

Phone: 352-593-4255

Email: permitting@procivil360.com

**HOME OWNERS ASSOCIATION:** ☐ Yes ☒ No (if applicable provide name)

Contact Name:

Address:

City:

State:

Zip:

### PROPERTY INFORMATION:

1. PARCEL(S) **KEY** NUMBER(S): 346227 and 346165
2. SECTION 26, TOWNSHIP 22, RANGE 18
3. Current zoning classification: AG
4. Desired zoning classification: PDP-Res
5. Size of area covered by application: 28.9 acres
6. Highway and street boundaries: Langworthy Drive and Jernigan Street
7. Has a public hearing been held on this property within the past twelve months? ☐ Yes ☒ No
8. Will expert witness(es) be utilized during the public hearings? ☐ Yes ☒ No (If yes, identify on an attached list.)
9. Will additional time be required during the public hearing(s) and how much? ☐ Yes ☒ No (Time needed: )

### PROPERTY OWNER AFFIDAVIT

I, Barbara Van Winkle TTEE for Sunflower Real Estate, have thoroughly examined the instructions for filing this application and state and affirm that all information submitted within this petition are true and correct to the best of my knowledge and belief and are a matter of public record, and that (check one):

☐ I am the owner of the property and am making this application OR

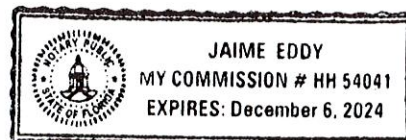
☒ I am the owner of the property and am authorizing (applicant): ProCivil360, LLC  
and (representative, if applicable): ProCivil360, LLC  
to submit an application for the described property.

Signature of Property Owner

STATE OF FLORIDA  
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 6 day of December, 20 22, by Barbara Van Winkle who is personally known to me or produced FL DL as identification.

Signature of Notary Public



Notary Seal/Stamp

Effective Date: 11/8/16 Last Revision: 11/8/16

**NARRATIVE**  
**FOR**  
**Diamond Estates**  
**Rezoning / Master Plan**  
December 2022

Received

DEC 07 2022

Planning Department

**Project Location:** The property in question is 28.6 acres. It is located east of the Suncoast Parkway, west of Winter Street, and north of SR 50 (Cortez). It is in Section 26, Township 22 South, Range 18 East Hernando County. It is known as Key numbers 346165 and 346227.

**Present Zoning:** The land is presently zoned AG.

**Present Land use:** The land is currently designated as Residential.

**Desired Zoning:** The applicant is desirous to rezone the property to PDP(SF) with the submitted master plan

**Summary of Request:** The applicant is desirous to rezone the property to PDP(SF) to develop thirty nine (39) lots for single family homes. The typical lot size is 0.4 acres. (116.50' x 150.00')

**Internal Setbacks:**  
Front: 25'  
Sides: 10'  
Rear: 20'

No deviations in setbacks are being requested.

**Buffers:** The proposed use will abut AG land to the south and north. A five foot existing vegetative buffer is proposed on both the north and south. For the residential lots protection, a twenty foot buffer is proposed along the Suncoast Parkway. The proposed lots to the east are separated from the existing residential lots adjacent and fronting on Crespa St., by an existing 15' RW apparently owned by Hernando County. These rights-of-way are random throughout the Potterfield Garden Acre subdivisions. This right-of-way may be vacated in the future, but is much too small to be utilized in present day situations. If approved, the Developer will attempt to vacate this r/w by contacting the aforementioned adjacent lots to the east. It can only be vacated through their cooperation.

**Access:** The site is accessed from Jernigan Street, a county-owned right-of-way. As previously talked about in the buffers, an existing county-owned r/w extends from Jernigan to the west. The proposed design utilizes this r/w and provides additional land to create a 60' r/w into the project. That portion of the r/w will be improved with the development to continue Jernigan St. into the development.

**Other Rights-of-Way (r/w):** An additional r/w only 15' in width exists north to south across proposed lots 14-23. The intent is to vacate this entire r/w prior to platting. If approved, this Developer will own both sides of this r/w and can complete the application process without reliance from the neighbors.

**Soils:** According to information found on the NRCS database, the existing soils are Candler fine sand. The soils are well drained soils, this is typical in this area.

**Streets:** Jernigan Street is an existing county r/w, but unimproved to the west of its terminus at this project's east boundary. All proposed streets will meet the County's Facilities Design Guidelines without any deviations. The streets and storm sewer system will be dedicated to Hernando County upon recording of the record plat.



NARRATIVE  
FOR  
Diamond Estates  
Rezoning / Master Plan  
December 2022

Received  
DEC 07 2022  
Planning Department  
Hernando County, Florida

**Sanitary Sewer:** The project will be served by septic tanks. The calculations indicate approximately 57 septic systems could be installed on this property with extension of the County's water system. We are only proposing 39.

**Potable Water:** If approved, the Developer will extend the County-owned water system into this project. We have received location maps from HCUD which show the closest lines to be an 8" on Jernigan at the intersection of Crespa. All costs of such expansion would be borne by the Developer. At time of record plat, these improvements would be dedicated to HCUD.

**Environmental:** The existing soils and vegetation support habitat for gopher tortoise. The Developer will, prior to any construction, conduct a wildlife assessment.

**Floodplain:** The project is located within the Wiscon Basin. The FEMA map indicates the entire project is located in Zone X. There are no flood plain nodes from the Wiscon study located within the Project boundary.

**Drainage:** If approved, the project will be reviewed for drainage improvements and its effect on neighboring lands by Hernando County and the Southwest Florida Water Management District (SWFWMD). The site will be required to meet the following, for the major system:

- Water quality capture and treatment
- 25 Year peak rates of flow attenuation
- 100 Year detention of runoff volume.

One large retention area is proposed against the Suncoast Parkway at the existing low areas. This area will be improved to the design calculation specifications. The system will recover through percolation of the existing soils.

**Traffic:** Based on the latest tables from the ITE manual, the proposed project may generate up to 39 Peak Hour PM Trips. This will be further addressed at the time of concurrency when a traffic study may be required.





## Robin Reinhart

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**From:** Tracey Lockett <tetlockett@hotmail.com>  
**Sent:** Monday, April 10, 2023 8:26 AM  
**To:** Robin Reinhart; Mom Taclik; Tracey Lockett  
**Subject:** RE: H-22-86

**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.

April 10, 2023

To Whom It May Concern  
RE: FILE NUMBER H=22-86

I have lived in Hernando County for 40 years and have seen many changes for growth.

I am very concerned about the rezoning from agricultural to planned development that is listed for Pottersfield Garden Acres off of Winter Street.

I have several lots that back up to this new proposed development. I am concerned there will be no buffer between the homes on Cresap and the new development. This will certainly impact the drainage, well water, and site for septic systems.

I hope the Board will consider seeking a review prior to any decisions made with regard to the new development.

Respectfully,

Magdalen Taclik

Sent from [Mail](#) for Windows



## Robin Reinhart

---

**From:** Barbara Gugliotti <bkgugliotti@gmail.com>  
**Sent:** Sunday, April 9, 2023 9:16 PM  
**To:** Robin Reinhart; Planning Resource Object  
**Subject:** Rezoning for Parcels 346165 and 346227

**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.

To the Hernando County Planning and Zoning Commissioners,

My husband and I live in the neighborhood that borders the proposed developments on Parcels 346165 and 346227 which are under consideration for rezoning at the April 10, 2023 Planning and Zoning Commission meeting. We are a diverse neighborhood in every aspect, but very a unified community when it comes to neighborhood safety, preserving the character of our neighborhood, and looking out for one another – the type of neighborhood community that I would think Hernando County wants to encourage. This is evidenced by the fact that within hours of receipt of the County's Notice of Public Hearing that was sent to a small fraction of the homeowners in our neighborhood late last week, most those homes that did not receive notice were aware.

Our neighborhood is not anti-development, but we do have some concerns and questions regarding the proposed development, the Planning and Zoning Staff Report, as well as some suggestions.

Concerns:

1. **Access:** Sole access to the development on Jernigan Street takes traffic through and will increase traffic through the south end of our neighborhood, as well as create potential health and safety issues for both our neighborhood and future residents of the new development. As an example, just this year we experienced an accident that blocked access into and out of our neighborhood, that could have proven tragic had there been a need for an ambulance or fire truck within our neighborhood.

**Question/Recommendation:** Why is Summer Street not being considered for access to the new development since its end abuts the proposed development? Additionally, Langworthy Drive, which is referenced in both the application package and the Staff Report, ends due north of the proposed development and could be connected to create the type of "grid network" that is common in most municipal codes, as well as provide access both north and south for the proposed development. While its may not be the developer's responsibility to complete the connection of Summer and Langworthy, the County could cost share this grid completion with the developer, as it will benefit the both parties.

2. **Traffic Congestion:** Traffic congestion at Winter Street and State Road 50 is currently quite heavy and there have been an increased number of accidents recently.

**Question/Request:** Will there be a formal traffic study conducted, and what plans are being considered to deal with the increased traffic, that the developer references using tables from the ITE manual? Our neighborhood would prefer that a study be performed and remedies for additional traffic and congestion be addressed PRIOR to the start of land clearing and construction.

3. **Density:** The application for rezoning suggests and the Public Notice states that the proposed development will be 39 single family homes on 0.4-acre lots.

**Request:** Our neighborhood consulted with professionals in the area of planning and zoning, and we were advised that it is not uncommon for applications for development to change after they are submitted. In an effort to maintain the character of our neighborhood we would like assurances that the 0.4-acre lots with single family homes will not increase in density or change from single family homes.

4. **Buffer:** The application for variance and Staff Report both indicate buffers along the Suncoast Parkway, and the along the north and south of the parcels, but no buffer along the east (despite the map included with the application denoting a buffer), where our neighborhood is located. Additionally, the application indicates that the only separation along the eastern boundary is a County 15-foot right-of-way, that the developer plans to pursue vacation of, leaving no separation between our neighborhood and the development.

**Question/Request:** Why is the County not requiring a buffer between our neighborhood and the proposed development, but agreeing to or requiring buffers on all other borders? Our neighborhood does not agree with the vacation of the County right-of-way behind the properties on Cresap Street (if it does indeed exist), and wants a buffer between our neighborhood and the proposed development.

5. **Stormwater Retention:** Currently the properties zoned as agricultural that border between our neighborhood and the Suncoast Parkway allow for the percolation of rainwater into the aquifer and absorption of stormwaters. Alteration of these parcels will decidedly have an impact on stormwater treatment. The application for rezoning states that “the project will be reviewed for drainage improvements and its effect on neighboring lands by Hernando County and the Southwest Florida Water Management District (SWFWMD).”

**Request:** Since this is not mentioned in the Staff Report, our neighborhood would like assurances from the County that SWFWMD will conduct a drainage review PRIOR to lot clearing and construction to ensure rainwater that that percolates through the soil will not contaminate the aquifer or cause flooding in our neighborhood. We would also like assurances that the proposed onsite retention pond will be adequate to protect our neighborhood, as well as the development and other surrounding properties from flooding.

6. **Wildlife Survey:** The Staff Report states that “A comprehensive floral (vegetative) and faunal (wildlife) survey shall be prepared by a qualified professional.” The application indicates that “The developer will conduct a wildlife assessment.”

**Request:** As there are numerous Gopher tortoise (a threatened species that is also identified as a crucial keystone species) that reside in the subject parcels; in addition to numerous other wildlife (deer, turkey, fox, bobcat, coyote, owls, numerous songbirds, etc.) that use the parcels for feeding, breeding, and passage to other areas, we would ask that the developer be required to conduct an assessment by a qualified professional BEFORE any lot clearing or construction begins. On that note we have reached out to locate a qualified professional and have a name of someone who does this for a living that we would like to submit.

7. **Septic Systems:** It is indicated that septic systems will be installed in the proposed development.

**Request:** Our neighborhood would like an assurance from the County that a SWFWMD review of the proposed septic systems’ impact to water quality in the area will be conducted, including the aquifer which feeds many of our wells.

8. **HOA:** The application states there will be no HOA, but the Staff Report references an HOA with covenants and restrictions in several places.

**Question:** Please clarify. Will there be an HOA for this development?

9. **Surrounding Zoning and Land Uses:** The Staff Report description of the Surrounding Zoning & Land Uses is INCORRECT. It references an area 6 miles south (per MapQuest) of the parcels proposed for rezoning.

**Request:** We would like to be assured that no elements of the Staff Report/Recommendations are reference another rezoning application and that they are appropriate for this application.

Respectfully submitted,

Barbara and James Gugliotti

**RESOLUTION NO. 2023 - \_\_\_\_\_**

**WHEREAS**, Hernando County has adopted zoning regulations pursuant to Section 125.01(1) and Chapter 163, *Florida Statutes*, which authorize the County to regulate the use of land in the unincorporated areas of Hernando County, Florida, and take action on the request herein; and

**WHEREAS**, the Hernando County Board of County Commissioners (BOCC) conducted a duly advertised public hearing to consider the requested changes in zoning on the specified parcels in Hernando County, Florida, as more fully described below;

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

**APPLICANT:** Barbara Van Winkle, Trustee of The Sunflower Land Trust U/T/D 8/15/2002

**FILE NUMBER:** H-22-86

**GENERAL**

**LOCATION:** East of the Suncoast Parkway, west of Cresap Street at the western terminus of Jernigan Street

**PARCEL KEY  
NUMBERS:**

346227 and 346165

**REQUEST:** Rezoning from AG/Agricultural) to PDP(SF)/Planned Development Project (Single Family), as enumerated in the BOCC Action, which is incorporated herein by reference and made a part hereof. The representations contained in the rezoning application are incorporated herein by reference and made a part hereof and are relied upon by the County to be true and correct. For purposes herein, it is presumed that all requisite notice and advertising requirements have been satisfied.

**FINDINGS  
OF FACT:**

ALL of the facts and conditions presented to the BOCC in connection with the public hearing in this matter are incorporated herein by reference and made a material part of this Resolution as integral to the BOCC's Action. The BOCC finds that the testimony and record supporting **APPROVAL** of the request to be credible and to constitute competent substantial evidence. In further support thereof, the BOCC makes the following specific findings of fact:

1. The proposed request is consistent with the County's adopted Comprehensive Plan and is compatible with the surrounding land uses.

**CONCLUSIONS  
OF LAW:**

The BOCC is authorized to act on this matter pursuant to Chapters 125 and 163, *Florida Statutes*, and Appendix A, Article V, Section 3, Hernando County Code of Ordinances. Accordingly, after public hearing and testimony, being fully advised in the record, and based upon competent substantial evidence, the BOCC makes the following specific conclusions of law:

1. The proposed request is consistent with the County's adopted Comprehensive Plan and is compatible with the surrounding land uses.

**ACTION:**

After notice and public hearing, based upon the record in this matter and all of the findings of fact and conclusions of law above, the BOCC hereby **APPROVES** the request for a rezoning from AG/Agricultural) to PDP(SF)/Planned Development Project (Single Family), as set forth in the BOCC Action, which is incorporated herein by reference and made a part hereof. Any requests, uses, variances or exceptions that were requested in connection with this rezoning application but not specifically approved herein are hereby deemed **DENIED**.

**ADOPTED IN REGULAR SESSION THE 9<sup>th</sup> DAY OF MAY 2023.**

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

Attest:

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

By:

\_\_\_\_\_  
**John Allocco**  
**Chairman**

(SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:

\_\_\_\_\_  
County Attorney's Office





THE HERNANDO SUN; Published Weekly

Brooksville Hernando County FLORIDA

PUBLISHER'S AFFIDAVIT OF PUBLICATION

STATE OF FLORIDA

COUNTY OF HERNANDO :

Before the undersigned authority personally appeared Julie B. Maglio, 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

PD-23-07 NOTICE OF PUBLIC HEARING HERNANDO COUNTY, FLORIDA

in the matter of

The Planning and Zoning Commission of Hernando County - FILE NUMBER:  
H-22-72

was published in said newspaper by print in the issue(s) of:  
March 31, 2023

and/or by publication on the newspaper's website, if authorized, on March 31, 2023

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 3rd day of April, 2023.

(Signature of Notary Public)

LISAM. MACNEIL

Commission # HH 254975

Expires April 19, 2026



(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known ☒ or

produced identification \_\_\_\_\_

Type of identification produced \_\_\_\_\_

PD-23-07

NOTICE OF PUBLIC HEARING  
HERNANDO COUNTY, FLORIDA

PLANNING AND ZONING COMMISSION

The Planning and Zoning Commission of Hernando County, Florida, will hold a Public Hearing in the John Law Ayers County Commission Chambers, Hernando County Government Center, 20 North Main Street, Room 160, Brooksville, Florida on April 10, 2023. **The meeting starts at 9:00 AM and the cases will be heard thereafter in the order established when the agenda is published.**

BOARD OF COUNTY COMMISSIONERS

The Board of County Commissioners of Hernando County, Florida, will hold a Public Hearing in the John Law Ayers County Commission Chambers, Hernando County Government Center, 20 North Main Street, Room 160, Brooksville, Florida, on May 09, 2023. **The meeting starts at 9:00 AM and the cases will be heard thereafter in the order established when the Board agenda is published.**

APPLICANT: Aaron Tam

FILE NUMBER: H-22-72

REQUEST: Rezoning from R-1C (Residential) to PDP(GC)/Planned Development Project (General Commercial) with Deviations

GENERAL LOCATION: East of Commercial Way (US Hwy 19), approximately 500' south of Yellow Hammer Road

PARCEL KEY NUMBER: 676272, 676325, 554509

APPLICANT: Barbara Van Winkle

FILE NUMBER: H-22-86

REQUEST: Rezoning from AG(Agricultural) to PDP(SF)/Planned Development Project (Single Family) with deviations

GENERAL LOCATION: East of the Suncoast Parkway, west of Cresap Street at the western terminus of Jernigan Street

PARCEL KEY NUMBER: 346227, 346165

Interested parties may appear at the meeting and be heard on these matters. You are further advised that if a person decides to appeal any quasi-judicial decision made by the Board, Agency or Commission with respect to any matter considered at such hearing or meeting, he or she will need a record of the proceeding, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based.

Documentation may be reviewed by the public at the Hernando County Planning Department, 1653 Blaise Drive, Brooksville, Florida 34601, between the hours of 8:00 AM - 5:00 PM, Monday through Friday, legal holidays excepted or may be viewed one week prior to the meeting via the County's website at [www.hernandocounty.us](http://www.hernandocounty.us) - follow the Board Agendas and Minutes link to the specified public hearing. Questions may also be directed to: The Planning Department at [planning@hernandocounty.us](mailto:planning@hernandocounty.us), 352-754-4057.

In accordance with the Americans with Disabilities Act, persons with disabilities needing a special accommodation to participate in this proceeding should contact Jessica Wright, County Administration Building, 15470 Flight Path Drive Brooksville, FL 34604, telephone 352-754-4002, no later than three (3) days prior to the proceedings. If hearing impaired, please call 1-800-676-3777 for assistance.

/s/ Michelle L. Miller  
Planning Administrator  
Hernando County Planning Division

REF: 4-2023 REZ.LGL

Publish: March 31, 2023

Published: March 31, 2023



## Board of County Commissioners

### AGENDA ITEM

Meeting: 05/09/2023  
Department: Zoning  
Prepared By: Jennifer Soch  
Initiator: Jennifer Soch  
DOC ID: 12118  
Legal Request Number: 2023-204  
Bid/Contract Number:

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#### TITLE

Petition Submitted by Mark Scott King to Vacate Utility and Drainage Easements Located in Royal Highlands

#### BRIEF OVERVIEW

Mark Scott King has submitted a petition to vacate the two internal 7.5' utility and drainage easements within Lots 3 and 4, Block 182, Royal Highlands Unit 4 as recorded in Plat Book 12, Pages 33 through 44, inclusive of the Public Records of Hernando County, Florida. The vacation is sought in order to build a home within the easement area. All affected utilities and County departments have indicated no objection to the request.

#### FINANCIAL IMPACT

There is no financial impact associated with the recommended action.

#### LEGAL NOTE

The Board has the authority to act on this matter pursuant to § 177.101, Florida Statutes and Board Policy No. 19-07.

#### RECOMMENDATION

It is recommended that the Board take public comment on the request, approve the vacation of the easements, and authorize the Chairman's signature on the related resolution after which it will be recorded in the Public Records of Hernando County, Florida.

#### REVIEW PROCESS

Michelle Miller	Approved	04/17/2023 2:36 PM
Aaron Pool	Approved	04/18/2023 8:13 AM
Toni Brady	Approved	04/18/2023 2:49 PM
Pamela Hare	Approved	04/19/2023 12:48 PM
Kyle Benda	Approved	04/19/2023 2:22 PM
Heidi Kurppe	Approved	04/19/2023 3:11 PM
Scott Herring	Approved	04/19/2023 3:53 PM
Jeffrey Rogers	Approved	04/23/2023 10:38 PM
Colleen Conko	Approved	04/24/2023 8:32 AM

**APPLICATION FOR PETITION TO VACATE, ABANDON, DISCONTINUE  
AND CLOSE, RIGHTS-OF-WAY, PLATS, EASEMENTS**

**This application must be submitted to the Zoning Department with all attachments and other items listed on the Instruction Sheet. Applications may not be reviewed until all required items are furnished. Please note that the vacation requested must be justified and the filing of the application or appearance at the public hearing does not assure approval of said application. The Petitioner or his/her representative is/are required to appear in person at the public hearing.**

1. Name of Petitioner: Mark Scott King  
Mailing Address: 1829 South Ridge Drive  
City Valrico State FL Zip 33594 Phone 614.284.6364  
Email Address: Mark@needsun.net

2. Name of Representative (if applicable): \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_  
Email Address: \_\_\_\_\_

\*Attach notarized letter of authorization from petitioner.

3. Location of area to be vacated: Both 7.5 Easements - internal  
Key Number of area to be vacated: R01.221.17-3330-0182.0030 Key# 694822  
Name of Subdivision: Royal Highlands Unit 4  
Street Address: Lots 3 and 4 Labrador Duck, Weeki Wachee  
FL 34614

4. Are any other applications pending?

Variance \_\_\_\_\_ Conditional Use \_\_\_\_\_ Special Exception \_\_\_\_\_  
Rezoning \_\_\_\_\_ Class I Subdivision \_\_\_\_\_ Other \_\_\_\_\_

5. Is the proposed vacation platted ☒ or an unrecorded subdivision \_\_\_\_\_?



6. What is the current zoning of the proposed vacation? Residential

7. Which companies provide the following?  
Water/Sewer: well septic Telephone: TBO

Electric: Wthlacoodhee Cable TV: Spectrum

8. Is there a Homeowner's Association? N/A

President's Name \_\_\_\_\_

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

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

9. In your own words, briefly explain why you are applying for the vacation, why you feel that the vacation should be approved, and what use, if any, is planned for the vacated property. (A detailed explanation is to be provided in the separate statement required item #3 on the instructions.)

Vacation of both 7.5 Easements  
to Build in the middle of lots 3 & 4,  
Block 182, Royal Highlands Unit 4  
Plat Book 12, Pages 33-44  
Hernando County, Florida

**The undersigned understands this Application and all other applicable items listed on the Instruction Sheet must be submitted completely and accurately before a hearing can be scheduled. The undersigned further understands that this process may take up to two (2) months to finalize. The County reserves the right to request additional information it may deem necessary in processing this application.**

Signature(s): Mark Scott King Date: 3.10.2023

Signature(s): \_\_\_\_\_ Date: \_\_\_\_\_

This application and documents submitted are public record pursuant to Ch119, F.S.

**PETITION TO VACATE, ABANDON, DISCONTINUE,  
AND CLOSE EASEMENT(S), RIGHTS-OF-WAY, AND PLATS**

The **Petitioner(s)** Mark Scott King  
who resides at 1829 South Ridge Drive Valrico FL 33594 and whose  
telephone number is 614-284-6364 makes this application to the  
Board of County Commissioners to vacate the County's interest in that certain easement,  
alley, right-of-way, or plat as described as follows:

**Legal description of the subject area to be vacated (or may insert "See Survey"):**

Survey Attached

**Petitioner** will show that he/she has complied with the provisions and requirements in  
accordance with the Board of County Commissioners Policy No. 19-07 and Sections  
177.101 and/or 336.10, Florida Statutes.

**Petitioner** would further show that the above described property is not situated within the  
incorporated city limits of any municipality within Hernando County, Florida, and that  
the vacation of said area will not affect the ownership or right of convenient access of  
persons in anyway whatsoever.

**Petitioner** has further indicated that he/she intends to post signs on the subject property  
described above giving notice of intent to petition the Board of County Commissioners to  
vacate the subject area in accordance with Florida Statutes, and the policies and  
procedures of the Board of County Commissioners.

**Wherefore, Petitioner** prays that the Board of County Commissioners of Hernando  
County accept the filing of this petition and set the same for a public hearing which will  
be advertised pursuant to the provisions of the Florida Statutes, at which time the Board  
may adopt a resolution vacating, abandoning, discontinuing and/or closing the subject  
area.

**Notice - This Petition is not deemed filed until receipt of applicable Petition  
fees upon notice by County of acceptance of a complete application.**

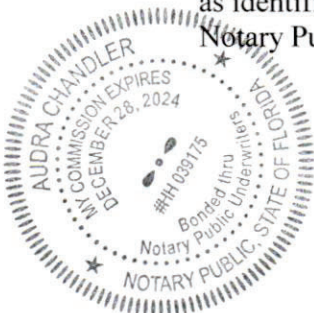
Petitioner Mark Scott King Petitioner \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF Hernando  
The foregoing instrument was  
acknowledged before me this 10  
day of March 2023,  
by Mark Scott King  
who is personally known to me  
or who has produced AS  
as identification.

Notary Public Jane K. Achander

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_  
The foregoing instrument was  
acknowledged before me this \_\_\_\_\_  
day of \_\_\_\_\_ 20\_\_\_\_,  
by \_\_\_\_\_  
who is personally known to me  
or who has produced \_\_\_\_\_  
as identification.

Notary Public \_\_\_\_\_





# Vacation Tax Clearance Form

Florida Statutes: Title XII

§177.101 Vacation and annulment of plats subdividing land.

*§177.101 (4) Persons making application for vacations of plats either whole or in part shall give notice of their intention to apply to the governing body of the county to vacate said plat by publishing legal notice in a newspaper of general circulation in the county in which the tract or parcel of land is located, in not less than two weekly issues of said paper, and must attach to the petition for vacation the proof of such publication, together with certificates showing that all state and county taxes have been paid.*

As a result of the above statute, you are required to provide this form signed by the Hernando County Tax Collector's Office certifying that the taxes on the property proposed to be vacated have been paid through the current tax year.

DATE: 03-10-2023

I, Tabatha Reagin, hereby certify that the property taxes on parcel key number lot 3 694822 lot 4 694859 have been paid through the current tax year.

Sally L. Daniel, CFC  
Hernando County Tax Collector  
Hernando County Government Center  
20 North Main Street, Room 112  
Brooksville, FL 34601  
(352) 754-4180

By: Tabatha Reagin  
Print Name: Tabatha Reagin  
Title: CSR

SEAL



8/15  
Prepared by and return to:

Audra Chandler  
Southern Security Title of the Nature Coast, Inc.  
1271 Kass Circle  
Spring Hill, FL 34606  
(352) 688-9771  
Actual Consideration paid is \$80,000.00  
File No 2023-01-3196

INSTR #2023013464 BK: 4274 PG: 76 Page 1 of 2  
FILED & RECORDED 3/10/2023 3:30 PM TP Deputy Clk  
Doug Chorvat, Jr., HERNANDO County Clerk of the Circuit Court  
Rec Fees: \$18.50 Deed Doc Stamp: \$560.00

Parcel Identification No: Property 1:  
R01 221 17 3330 0182 0030

18.50  
560.00  
578.50

[Space Above This Line For Recording Data]

## WARRANTY DEED

(STATUTORY FORM – SECTION 689.02, F.S.)

2  
This indenture made the 7<sup>th</sup> day of March, 2023 between  
Eric Peeler a/k/a Eric E. Peeler and Kimberley Peeler, husband and wife, whose post office address is  
12214 Ipswich Sparrow Road, Brooksville, FL 34614, of the County of Hernando, State of Florida, Grantors, to  
Mark Scott King, an unmarried man, whose post office address is 1829 South Ridge Drive, Valrico, FL 33594, of the County of  
Hillsborough, State of Florida, Grantee:

Witnesseth, that said Grantors, for and in consideration of the sum of TEN DOLLARS (U.S.\$10.00) and other good and  
valuable considerations to said Grantors in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted,  
bargained, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being  
in Hernando, Florida, to-wit:

Lots 3 and 4, Block 182, Royal Highlands, Unit No. 4, a subdivision according to the Plat thereof, recorded in Plat Book 12,  
Page(s) 33 through 44, of the Public Records of Hernando County, Florida.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

Subject to taxes not yet due and payable; covenants, restrictions, easements, reservations and limitations of record, if any.

TO HAVE AND TO HOLD the same in fee simple forever.

And Grantors hereby covenant with the Grantee that the Grantors are lawfully seized of said land in fee simple, that Grantors  
have good right and lawful authority to sell and convey said land and that the Grantors hereby fully warrant the title to said land and  
will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, Grantors have hereunto set Grantors' hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Kendra Thorpe

Print Name: Kendra Thorpe

Emily Lorentz

Print Name: Emily Lorentz

Eric Peeler

Eric Peeler a/k/a Eric E. Peeler

Kimberley Peeler

Kimberley Peeler

STATE OF FLORIDA  
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ( ) online notarization this 7 day of March, 2023, by Eric Peeler a/k/a Eric E. Peeler and Kimberley Peeler.

Kendra Thorpe

Signature of Notary Public

Print, Type/Stamp Name of Notary



KENDRA NICHOLE THORPE

Notary Public

State of Florida

Comm# HH301716

Expires 8/17/2026

Personally Known: ☒ OR Produced Identification: \_\_\_\_\_

Type of Identification

Produced: \_\_\_\_\_



# ROYAL HIGHLANDS, UNIT NO. 4

A SUBDIVISION OF A PORTION OF SECS. 4 & 5, T22S, R18E.  
HERNANDO COUNTY, FLORIDA

Approved Aug. 9, 1971  
L.E. Mammel, County Eng.

BEGINNING AT THE N.W. CORNER OF SECTION 4, TOWNSHIP 22 SOUTH, RANGE 18 EAST, HERNANDO COUNTY, FLORIDA, GO THENCE S88°26'25"E, ALONG THE NORTH LINE OF SAID SECTION 4, A DISTANCE OF 263.06'; THENCE S01°17'17"W, A DISTANCE OF 136.36'; THENCE S88°38'1"E, A DISTANCE OF 125.80'; THENCE S01°17'46"W, A DISTANCE OF 136.64'; THENCE N88°42'37"W, A DISTANCE OF 386.54' TO THE W. 1/4 CORNER OF SAID SECTION 4; THENCE S01°10'36"W, ALONG THE WEST LINE OF SAID SECTION 4, A DISTANCE OF 223.03' TO THE P.C. OF A CURVE HAVING A CENTRAL ANGLE OF 25°39'48", A RADIUS OF 225.00', A TANGENT DISTANCE OF 50.00', A CHORD BEARING AND DISTANCE OF S19°57'29"W, 99.50'; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 100.35'; THENCE S26°44'22"W, A DISTANCE OF 285.46'; THENCE N83°15'38"W, A DISTANCE OF 250.00'; THENCE S26°44'22"W, A DISTANCE OF 100.00'; THENCE N83°15'38"W, A DISTANCE OF 200.00'; THENCE S26°44'22"W, A DISTANCE OF 50.00'; THENCE N83°15'38"W, A DISTANCE OF 340.00'; THENCE S26°44'22"W, A DISTANCE OF 175.00'; THENCE N89°19'38"W, A DISTANCE OF 390.00'; THENCE S26°44'22"W, A DISTANCE OF 15.00'; THENCE N89°19'38"W, A DISTANCE OF 96.00' TO THE P.C. OF A CURVE HAVING A CENTRAL ANGLE OF 26°44'22", A RADIUS OF 50.00', A TANGENT DISTANCE OF 11.88', A CHORD BEARING AND DISTANCE OF N76°37'49"W, 231.2'; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 23.38'; THENCE DUE WEST, A DISTANCE OF 50.55' TO THE P.C. OF A CURVE HAVING A CENTRAL ANGLE OF 44°00'00", A RADIUS OF 225.00', A TANGENT DISTANCE OF 90.91', A CHORD BEARING AND DISTANCE OF N68°00'00"W, 168.57'; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 172.79'; THENCE N45°00'00"W, A DISTANCE OF 150.06' TO THE P.C. OF A CURVE HAVING A CENTRAL ANGLE OF 58°00'00", A RADIUS OF 100.00', A TANGENT DISTANCE OF 56.58', A CHORD BEARING AND DISTANCE OF N75°30'00"W, 98.48'; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 102.97'; THENCE S75°00'00"W, A DISTANCE OF 111.47'; THENCE N15°00'00"W, A DISTANCE OF 50.00'; THENCE S75°00'00"W, A DISTANCE OF 450.00'; THENCE N15°00'00"W, A DISTANCE OF 87.34'; THENCE S75°00'00"W, A DISTANCE OF 400.00'; THENCE N15°00'00"W, A DISTANCE OF 450.00'; THENCE S75°00'00"W, A DISTANCE OF 96.50'; THENCE S75°00'00"W, A DISTANCE OF 400.00'; THENCE N15°00'00"W, A DISTANCE OF 68.04'; THENCE S75°00'00"W, A DISTANCE OF 250.00'; THENCE N15°00'00"W, A DISTANCE OF 600.00'; THEN N48°00'00"W, A DISTANCE OF 154.44'; THENCE N42°00'00"E, A DISTANCE OF 108.45' TO THE P.C. OF A CURVE HAVING A CENTRAL ANGLE OF 33°00'00", A RADIUS OF 100.00', A TANGENT DISTANCE OF 29.62', A CHORD BEARING AND DISTANCE OF N58°30'00"E, 56.80'; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 57.60'; THENCE N75°00'00"E, A DISTANCE OF 140.39'; THENCE N15°00'00"W, A DISTANCE OF 145.00' TO THE P.C. OF A CURVE HAVING A CENTRAL ANGLE OF 15°00'00", A RADIUS OF 250.00', A TANGENT DISTANCE OF 32.91', A CHORD BEARING AND DISTANCE OF N07°30'00"W, 65.28'; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 65.45'; THENCE DUE NORTH, A DISTANCE OF 1423.39' TO THE P.C. OF A CURVE HAVING A CENTRAL ANGLE OF 14°02'10", A RADIUS OF 300.00', A TANGENT DISTANCE OF 36.93', A CHORD BEARING AND DISTANCE OF N07°01'08"E, 73.31'; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 73.49'; THENCE N14°02'10"E, A DISTANCE OF 116.34'; THENCE DUE WEST, A DISTANCE OF 217.27' TO THE WEST 1/4 CORNER OF SECTION 5, TOWNSHIP 22 SOUTH, RANGE 18 EAST; THENCE N01°17'45"E, ALONG THE WEST LINE OF SAID SECTION 5, A DISTANCE OF 1330.92'; THENCE S88°36'02"E, A DISTANCE OF 1325.93'; THENCE N01°21'38"E, A DISTANCE OF 1328.65' TO A POINT ON THE NORTH LINE OF SAID SECTION 5; THENCE S88°30'13"E, ALONG THE NORTH LINE OF SAID SECTION 5, A DISTANCE OF 1242.42'; THENCE S27°38'09"E, A DISTANCE OF 126.75'; THENCE DUE EAST, A DISTANCE OF 170.00'; THENCE DUE NORTH, A DISTANCE OF 77.14'; THENCE DUE EAST, A DISTANCE OF 500.00' THENCE DUE SOUTH, A DISTANCE OF 1000.00' THENCE DUE EAST, A DISTANCE OF 400.00'; THENCE DUE NORTH, A DISTANCE OF 50.90'; THENCE DUE EAST, A DISTANCE OF 281.86'; THENCE S07°25'53"W, A DISTANCE OF 1275.01'; THENCE S88°36'02"E, A DISTANCE OF 1328.16' TO A POINT ON THE WEST LINE OF AFORESAID SECTION 4; THENCE N01°26'15"E, ALONG THE SAID WEST LINE OF SECTION 4, A DISTANCE OF 1321.84' TO THE POINT OF BEGINNING, SAID LANDS LYING IN AND BEING PART OF SECTIONS 4 & 5, TOWNSHIP 22 SOUTH, RANGE 18 EAST, HERNANDO COUNTY, FLORIDA.

Access is through Royal Highlands, Unit No. 5, as tentatively approved by County Commission of Hernando County, Florida, July 19, 1971.

## DEDICATION

ROYAL PALM BEACH COLONY, INC., A CORPORATION UNDER THE LAWS OF THE STATE OF FLORIDA, THE OWNER OF THE LANDS HEREIN PLATTED, AS DEDICATOR, DOES HEREBY DEDICATE TO THE PUBLIC AND TO THE PURCHASERS OF ANY LANDS SHOWN ON THIS PLAT, ALL STREETS, CANALS, AND OTHER PUBLIC PLACES SHOWN ON THIS PLAT AND HEREBY REQUEST THAT THIS PLAT BE RECORDED IN THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA.

IN WITNESS WHEREOF, THE SAID DEDICATOR HAS CAUSED ITS NAME AND CORPORATE SEAL TO BE AFFIXED HERETO BY ITS PRESIDENT, ATTESTED BY ITS SECRETARY HERETOFORE AUTHORIZED BY ITS BOARD OF DIRECTORS ON THIS 4th DAY OF August, 1971.

ATTEST: Herbert L. Kaplan SECRETARY Herbert L. Kaplan PRESIDENT

## COUNTY OF HERNANDO STATE OF FLORIDA

BEFORE THE UNDERSIGNED, AN OFFICER DULY AUTHORIZED AND ACTING, PERSONALLY APPEARED HERBERT L. KAPLAN AND STEVEN GORDON TO ME KNOWN TO BE THE INDIVIDUALS WHO EXECUTED THE FOREGOING DEDICATION AS PRESIDENT AND SECRETARY, RESPECTIVELY, OF ROYAL PALM BEACH COLONY, INC., A CORPORATION UNDER THE LAWS OF THE STATE OF FLORIDA, AND THEY BEING DULY SWORN, ACKNOWLEDGED THEN AND THERE BEFORE ME THAT THEY EXECUTED THE SAME AS SUCH OFFICERS OF SUCH CORPORATION HERETOFORE DULY AUTHORIZED BY THE BOARD OF DIRECTORS OF SUCH CORPORATION AS THE ACT AND DEED OF SUCH CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS 4th DAY OF August, 1971.

MY COMMISSION EXPIRES March 15, 1974 Joe Goldstrick NOTARY PUBLIC

## SURVEYOR'S CERTIFICATE

I, NORMAN A. PAHL, HEREBY CERTIFY THAT I PREPARED THIS PLAT, THAT IT IS A CORRECT REPRESENTATION OF THE LANDS PLATTED, THAT THIS PLAT COMPLIES WITH ALL PROVISIONS OF CHAPTER 177, FLORIDA STATUTES, AND WITH ALL OF THE PLAT REQUIREMENTS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA, ON THE 17TH DAY OF OCTOBER 1960.

FOR GULF LAND SURVEYORS, INC.  
Norman A. Pahl  
FLORIDA REGISTERED LAND SURVEYOR NO. 1349

## PREPARED BY:

GULF LAND SURVEYORS, INC.  
1714 HOWELL AVENUE  
BROOKSVILLE, FLORIDA

DATE August 9, 1971

## ABSTRACTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ROYAL PALM BEACH COLONY, INC., IS THE APPARENT RECORD OWNER OF THE LANDS HEREBY PLATTED, THAT THERE ARE NO DELINQUENT TAXES ON SUCH LANDS, AND THAT RECORD TITLE TO ALL ACCESS ROADS IS HELD BY HERNANDO COUNTY OR THE STATE OF FLORIDA THIS 4th DAY OF August, 1971.

GULF COAST ABSTRACT COMPANY

BY: Col. E. J. Eppley MANAGER

## RESOLUTION

WHEREAS THIS PLAT WAS ON THE 4th DAY OF August, 1971, SUBMITTED TO THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA, FOR APPROVAL FOR RECORD, AND HAS BEEN APPROVED BY SAID BOARD, NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA, THAT SAID PLAT IS HEREBY APPROVED AND SHALL BE RECORDED IN THE PUBLIC RECORDS OF THIS COUNTY AND THAT THE DEDICATION OF ALL STREETS, CANALS, PARKS AND OTHER PUBLIC PLACES SHOWN THEREON IS HEREBY ACCEPTED BY SAID BOARD FOR HERNANDO COUNTY AND THE PUBLIC GENERALLY AND SHALL BE BINDING ON ALL PERSONS HEREAFTER.

BOARD OF COUNTY COMMISSIONERS OF HERNANDO  
COUNTY, FLORIDA.

ATTEST: Harold William Brown CLERK

BY: Murray B. Lumb CHAIRMAN

## CLERK'S CERTIFICATE

I, HAROLD WILLIAM BROWN, CLERK OF THE CIRCUIT COURT OF HERNANDO COUNTY, FLORIDA, HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT, THAT IT COMPLIES IN FORM WITH ALL OF THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES, THAT IT WAS FILED FOR RECORD ON THE 12th DAY OF August, 1971, FILE NO. 5936 AND RECORDED IN PLAT BOOK 12, PAGES 33 thru 44.

Harold William Brown  
CLERK OF CIRCUIT COURT, HERNANDO COUNTY, FLA.

## NOTE-EASEMENT

THERE EXISTS A 5.0' EASEMENT FOR DRAINAGE AND/OR UTILITIES ALONG EACH STREET R/W LINE; A 7.5' EASEMENT ON EITHER SIDE OF EACH SIDE LOT LINE AND A 7.5' EASEMENT ON EITHER SIDE OF EACH REAR LOT LINE EXCEPT WATERFRONT LOTS FOR DRAINAGE AND/OR UTILITIES.

SHEET 1 OF 12 SHEETS

38





**COFFIN & McLEAN ASSOC., INC.**

Professional Land Surveying

3701 Commercial Way

P.O. Box 5145

Spring Hill, FL 34611-5145

OFFICE (352) 683-5993, FAX (352) 683-9156

Party Chief: J. PAYNTER

W.O. 23-64

Drawn By: J. COFFIN

DATE: 01/27/23

Checked By: J. COFFIN

F.B. 991 PG. 03-04

SECTION: 5 TOWNSHIP: 22 S, RANGE: 18 E

**CERTIFIED TO THE FOLLOWING ONLY:**

JOSEPH W. MAZZUCO CONSTRUCTION

Parcel ID: KEY #'S 694822 &amp; 694859

Physical Address: LABRADOR DUCK ROAD

**DESCRIPTION:**

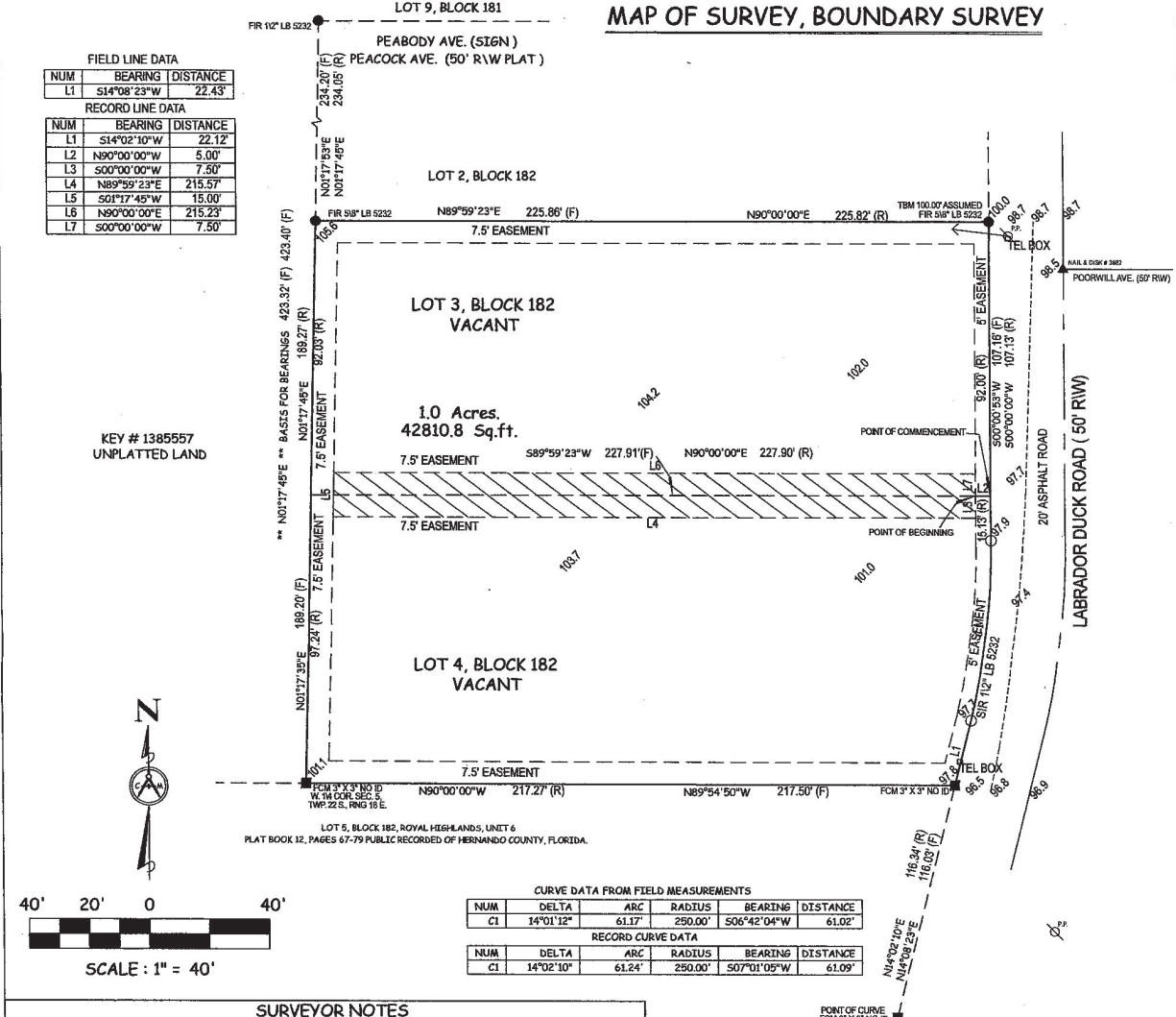
LOTS 3 &amp; 4, BLOCK 182, UNIT 4, ROYAL HIGHLANDS, according to the Plat thereof, as recorded in Plat Book 12, Pages 33 - 44, inclusive of the Public Records of Hernando County, Florida.

**DESCRIPTION FOR PORTION OF EASEMENT TO BE VACATED:**

A portion of LOTS 3 & 4, BLOCK 182, UNIT 4, ROYAL HIGHLANDS, according to the Plat thereof, as recorded in Plat Book 12, Pages 33 - 44, inclusive of the Public Records of Hernando County, Florida. Further described as follows:

Commence at the SE corner of said Lot 3, Block 182, thence N 90°00'00" W, a distance of 5.00 feet to the Point of Beginning; thence S 00°00'00" W, a distance of 7.50 feet; thence N 90°00'00" W, a distance of 215.57 feet; thence N 01°17'45" E, a distance of 15.00 feet; thence N 90°00'00" E, a distance of 215.23 feet; thence S 00°00'00" W, a distance of 7.50 feet to the Point of Beginning.

Containing 0.074 acre (3,231.00 square feet)

**MAP OF SURVEY, BOUNDARY SURVEY****SURVEYOR NOTES**

- Survey based on the description furnished by the client and without benefit of a title search.
- Bearings shown hereon are assumed by this Surveyor and Mapper in accordance with the Record Plat or Deed and the location of the line used for the BASIS FOR BEARINGS is depicted by \*\* next to the bearing.
- Underground utilities and improvements not located or shown.
- There are no visible encroachments unless shown hereon.
- The ownership of fences, if any, which exist on or near property lines is not known by this Surveyor and Mapper.
- Fences located near the property line are not to scale. The distances shown as ties to said fences are correct.
- The distances shown hereon as ties to existing occupation are at right angles to subject property line.
- Gutters, overhangs, underground foundations and irrigation systems are not located unless shown hereon.
- The property shown hereon may be subject to the Rules, Regulations, Ordinances and/or Jurisdictions of Local, State, and/or Federal Agencies. The requirements of said Rules, Regulations, Ordinances and/or the limits of said Jurisdictions are not shown hereon, unless stated otherwise.
- Prior to construction and/or reliance on Flood Zone Note, the County Building Department should be contacted for verification of Flood Zone.
- All easements shown hereon are for drainage and/or utilities unless shown otherwise.
- The property shown hereon is subject to Reservations, Restrictions, and Easements of Record and not of Record.
- The Ties to Property Lines are calculated from Field Measurement unless otherwise shown and are Perpendicular Ties.

THIS CERTIFIES THAT A SURVEY OF THE PROPERTY DESCRIBED HEREON, WAS MADE UNDER MY SUPERVISION AND THAT THE SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17 (formerly 61617-6) FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. AND, THAT THE MAP HEREON IS A TRUE AND ACCURATE REPRESENTATION THEREOF, TO THE BEST OF MY KNOWLEDGE AND BELIEF. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

*James W. Coffin*  
**JAMES W. COFFIN,**  
 Professional Surveyor & Mapper  
 Florida Registration # 3882  
 Coffin & McLean Assoc., Inc. LB #5232

02-20-23  
 DATE OF  
 LAST FIELD WORK

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAT, OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND NOT VALID.

**ABBREVIATIONS LEGEND**

AC Air Conditioner	FCM Found Concrete Monument	PPF Pool Pump & Filter
ADS Advanced Drainage System	FF Finished Floor	PRM Permanent Reference Monument
AGL Above Ground Level	FH Fire Hydrant	PT Point of Tangency
ALUM Aluminum	FIP Found Iron Pipe	PWT Pavement
ASNS Aluminum Shed No Slab	FIR Found Iron Road	R Record Plat or Deed
BLDG Building	FMND Found May Nail & Disk	RCP Reinforced Concrete Pipe
BM Benchmark	FND Found	RNG Range
BWF Barbed Wire Fence	FRND Found FR Nail & Disk	RZ Reduced Pressure Zone
C Calculated from Record Information	GP Guy Pole	R/W Right of Way
C1 Curve #1	GW Guy Wire	SEC Screened Enclosed Entry
CATV Cable Television Box	HMF Hog Wire Fence	SEC Section
C2 Catch Basin	IGV Irrigation Valve box	SEEP Screened Enclosed Concrete Pool
CBS Concrete Block Structure	INW Inlet	SES Screened Enclosed Slab
C Concrete Core	L-1 Line #1	SLK Set Iron Rod
C Concrete Core	L-2 Line #2	SLS Sewer in Street
C Concrete Core	LP Land Surveyor's Business	SP Screen Porch
C Concrete Core	LS Land Surveyor	TBM Temporary Bench Mark
C Concrete Core	MES Mineral End Section	TOB Top of Bank
C Concrete Core	MH Manhole	TOE Top of Slope
C Concrete Core	NAD North American Vertical Datum	TRANS Transformer
C Concrete Core	NAT North American Vertical Datum	TWP Township
C Concrete Core	NAT North American Vertical Datum	TYF Typical
C Concrete Core	NAT North American Vertical Datum	UGPS Underground Power Service
C Concrete Core	NAT North American Vertical Datum	WDF Wood Fence
C Concrete Core	NAT North American Vertical Datum	WFSNS Wood Frame Shed No Slab
C Concrete Core	NAT North American Vertical Datum	WFSNS Wood Frame Shed On Slab
C Concrete Core	NAT North American Vertical Datum	WIL Water Meter
C Concrete Core	NAT North American Vertical Datum	WOL Work order
C Concrete Core	NAT North American Vertical Datum	WRF Wood Rail Fence
C Concrete Core	NAT North American Vertical Datum	WV Water Valve
C Concrete Core	NAT North American Vertical Datum	YL Yard Lamp

**CONTROL & CORNER LEGEND**

<input type="radio"/> Set 1/2" Iron Rod LB# 5232	<input type="checkbox"/> Set 4" x 4" C.M. LB# 5232
Elevations Shown Refer to: <input type="checkbox"/> NGVD 1929 <input type="checkbox"/> NAVD 1988 <input checked="" type="checkbox"/> Assumed Datum.	
OFFICE USE ONLY: C:\Drawing\DWG\120323\23-00\23-64.DWG	LAST PLOTTED: 02/27/23
Flood Plane Certification: According to the F.I.R.M. Map, Community Panel: 12053C 0156 E	REVISIONS
Dated: 01-15-21	BOUNDARY SURVEY & VACATE EASEMENT
This property appears to be in Flood Zone: "X"	DATE 02/20/23
Base Flood Elevation: NONE	
Datum: N/A	
DISK: 23-64.CR5	PAGE 1 OF 1



# 1458030

Photo date: 2020

This map was prepared by this office to be used as an aid in land parcel location and identification only. All land locations, right-of-way widths, acreages, and utility locations are subject to field survey or other appropriate verification.





# 1458030

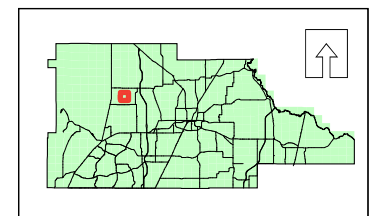
This map was prepared by this office to be used as an aid in land parcel location and identification only. All land locations, right-of-way widths, acreages, and utility locations are subject to field survey or other appropriate verification.



**Zoning:**

AC	PDP(HC)
AG	PDP(HHC)
AR	PDP(HID)
AR1	PDP(IND)
AR2	PDP(LI)
C1	PDP(MF)
C2	PDP(MH)
C3	PDP(NC)
C4	PDP(OP)
CITY	PDP(PSF)
CM1	PDP(REC)
CM2	PDP(RR)
CPDP	PDP(RUR)
CV	PDP(SF)
I1	PDP(SU)
I2	R1A
M	R1B
OP	R1C
PDP(AF)	R1MH
PDP(CM)	R2
PDP(CP)	R2.5
PDP(GC)	R3
PDP(GHC)	RC
	RM

City Zoning Pending



**RESOLUTION NO. 2023 - \_\_\_\_\_**

**WHEREAS, Mark Scott King** has petitioned the Hernando County Board of County Commissioners to vacate, abandon, renounce and disclaim any right of the County and public in and to the hereinafter described drainage and utility easements:

A PORTION OF LOTS 3 & 4, BLOCK 182, ROYAL HIGHLANDS, UNIT 4 ACCORDING TO THE PLAT THEROF, AS RECORDED IN PLAT BOOK 12, PAGES 33-44, INCLUSIVE OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA. FURTHER DESCRIBED AS FOLLOWS: COMMENCE AT THE SE CORNER OF SAID LOT 3, BLOCK 182, THENCE N 90°00'00" W, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING; THENCE S 00°00'00" W, A DISTANCE OF 7.50 FEET; THEN N 90°00'00" W, A DISTANCE OF 215.57 FEET; THENCE N 01°17'45" E, A DISTANCE OF 15.00 FEET; THENCE N 90°00'00" E, A DISTANCE OF 215.23 FEET, THENCE S 00°00'00" W, A DISTANCE OF 7.50 FEET TO THE POINT OF BEGINNING.  
CONTAINING 0.074 ACRE (3,231.00 SQUARE FEET)

**WHEREAS,** the Petitioner has shown that he has complied with the provisions and requirements in accordance with Hernando County Board of County Commissioners' Policy No. 19-07; and

**WHEREAS,** it appears that the Clerk of the Circuit Court has advertised a notice of proceeding to vacate, abandon, discontinue, renounce and disclaim any right of the County and public in and to the above-described easements pursuant to Section 177.101, *Florida Statutes*, as made and provided prior to the date set forth for hearing as to the vacating, abandoning, and discontinuing of said easements; and

**WHEREAS,** the above-described easements are not situated within the incorporated city limits of any municipality within Hernando County, Florida, and the vacation of the above-described easements will not affect the ownership or right of convenient access of persons owning other parts of the subdivision.

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

**SECTION 1.** The above-described easements are hereby vacated, abandoned, discontinued, and closed, and the Board of County Commissioners of Hernando County, Florida hereby renounces any right of the County and the public in and to the land embraced in and constituting said easements.

**ADOPTED IN REGULAR SESSION THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2023.**

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

Attest: \_\_\_\_\_  
**Douglas A. Chorvat, Jr.**  
**Clerk of Circuit Court & Comptroller**

By: \_\_\_\_\_  
**John Allocco**  
**Chairman**

(SEAL)

Approved as to Form and Legal Sufficiency

By: 