



**HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS**

15470 FLIGHT PATH DR
BROOKSVILLE, FL 34604

PURCHASE ORDER NO.

25000081

PAGE NO. 1

localgov@thf.cpa

103956

THOMAS HOWELL FERGUSON PA
2615 CENTENNIAL BLVD STE 200
TALLAHASSEE FL 32308-0502

HERNANDO COUNTY EOC
18900 CORTEZ BLVD
BROOKSVILLE FL 34601

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ORDER DATE: 10/10/24			BUYER: JCRULL		REQ. NO.: 0		REQ. DATE:	
TERMS: NET 30 DAYS			F.O.B.: DESTINATION		DESC.: EPO DECL STATE OF EMERG			
ITEM#	QUANTITY	UOM	DESCRIPTION			UNIT PRICE	EXTENSION	
This Emergency Purchase is in accordance Hernando County Purchasing Policy 060F. The estimated dollar amount reflected is only a County estimate. The Contractor/Vendor shall provide final invoice to the County Project Manager detailing the actual costs involved for final invoicing amount. The Department will process a Change Order to the Purchase Order revising the amount of the emergency for processing and payment by Accounts Payable. County Terms and Conditions are identified this purchase order. Contract #23-TFG0218 TO#4 Contract Expires: 01/22/2026 The County Contact Person is: Erin Thomas, Phone Number: (352) 587-3030 The Contractor Contact is: Steve Stevens III, Phone Number: (850) 521-3149								
01	25000.00	JOB	EPO DECLARED STATE OF EMERGENCY MILTON-PLANNING AND GRANT PROGRAM MANAGEMENT			1.0000	25,000.00	
ITEM#	ACCOUNT		AMOUNT	PROJECT CODE	PAGE TOTAL \$ 25,000.00			
01	40011	5303401	25,000.00	MILTON24	TOTAL \$ 25,000.00			

SEE TERMS AND CONDITIONS ON REVERSE SIDE

APPROVED BY:

CHIEF PROCUREMENT OFFICER

HERNANDO COUNTY PURCHASE ORDER TERMS AND CONDITIONS

GENERAL

The condition of this order may not be changed by Vendor/Contractor. If order is not acceptable, return to Hernando County Purchasing and Contracts Department. Failure of a Vendor/Contractor to deliver according to this purchase order awarded to him or to comply with any of the terms and conditions therein may disqualify him from receiving future orders.

QUALITY

All material or services furnished on this order must be as specified and subject to County inspection and approval within a reasonable time after delivery at destination. Variations in materials or services from those specified in this order must not be made without written authority from the Chief Procurement Officer. Materials rejected will be returned at the Vendor/Contractor's risk and expense.

QUANTITY/PRICE

The quantity of materials ordered or the prices specified must not be exceeded without written authority being first obtained from the Chief Procurement Officer.

INDEMNITY AND INSURANCE

The Vendor/Contractor agrees to indemnify and hold harmless Hernando County, including its officers, agents and employees, from all claims, damages, losses and expenses, including reasonable attorneys' fees, and costs brought or incurred on account of injuries or damages sustained by any party due to the operations of the Vendor/Contractor under this contract. The Vendor/Contractor further agrees to provide workers' compensation for all employees, and to maintain such general and auto liability insurance as is deemed necessary by the County for the particular circumstances and operations of the Vendor/Contractor. The Vendor/Contractor further agrees to provide the County with Certificates of Insurance, indicating the amount of coverage in force, upon request.

PACKING

Packages must be plainly marked with shipper's name and purchase order number; charges are not allowed for boxing or crating unless previously agreed upon in writing.

DELIVERY

All materials must be shipped F. O. B. destination. The County will pay no freight or express charges, except by previous agreement. If specific purchase is negotiated on the basis of F.O.B. shipping point, VENDOR/CONTRACTOR ARE TO PREPAY SHIPPING CHARGES AND ADD TO INVOICE. Delivery must actually be affected within the time stated on purchase made between 8:00 AM and 5:00 PM Monday to Friday inclusive unless otherwise stated. In case of default by the Vendor/Contractor, Hernando County may procure the articles or services covered by this order from other sources and hold the Vendor/Contractor responsible for any excess occasioned thereby.

PAYMENT

Partial billing will be accepted only for items received within the specified delivery period. Payments for items delivered after this specified delivery period will be made after the entire order is completed and accepted by Hernando County. Payment shall be made in accordance with Florida Statute 218, Florida Prompt Payment Act. Payment for accepted equipment/supplies/services will be accomplished by submission of an invoice, in duplicate; to the Ship To Address on the front of the purchase order unless otherwise indicated.

MATERIAL SAFETY DATA SHEET

The Vendor/Contractor agrees to furnish Hernando County with a current Material Safety Data Sheet (MSDS) on or before delivery of each and every hazardous chemical or substance purchased which is classified as toxic under Florida Statute 442. Appropriate labels and MSDSs shall be provided for all shipments. Send MSDSs and other pertinent data to: Hernando County Purchasing and Contracts Department, 20 North Main Street, Room 365, Brooksville, FL 34601-2828.

OSHA REQUIREMENT

The Vendor/Contractor or contractor hereby guarantees Hernando County that all materials, supplies and equipment as listed on the purchase order meet the requirements, specifications and standards as provided for under the Federal Occupations Safety and Health Administration Act of 1970, as from time to time amended and in force at the date thereof.

LEGALLY AUTHORIZED WORKFORCE

VENDOR/CONTRACTOR represents and warrants that VENDOR/CONTRACTOR is in compliance with all applicable federal, state and local laws, including, but not limited to, the laws related to the requirement of an employer to verify an employee's eligibility to work in the United States. VENDOR/CONTRACTOR is encouraged (but not required) to incorporate the IMAGE best practices into its business and, when practicable, incorporate verification requirements into its agreements with subcontractors. The IMAGE Best Practices can be found on the COUNTY'S website at www.hernandocounty.us/pur/.

INSURANCE

The Contractor shall maintain in effect at all times during the performance of the services insurance coverage according to the Contract between Contractor and COUNTY. All waiver of subrogation provisions of the Contract apply. In the absence of a current Contract, the Contractor shall, at its sole expense, maintain in effect at all times during the performance of the services insurance coverage with limits not less than those set forth below (unless the County agrees in writing to lower limits) and with insurers and under forms of policies satisfactory to COUNTY; Contractor shall endorse Hernando County as an additional insured on the commercial general liability (additional insured shall read "Hernando County Board of County Commissioners"); Contractor waives subrogation as to the General Liability policy unless a policy condition prohibits pre-loss waiver of subrogation, in which case Contractor shall request of the insurer that the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others unless such policy prohibits such an endorsement or voids coverage should VENDOR/CONTRACTOR enter into such an agreement on a pre-loss basis.

<u>Coverage</u>	<u>Minimum Amounts and Limits</u>
(a) Worker's Compensation Employer's Liability	Statutory requirements at location of work \$ 100,000 each accident \$ 100,000 by employee \$ 500,000 policy limit
(b) Commercial General Liability (Additional Insured & Wavier Of Subrogation)	\$ 2,000,000 General Aggregate \$ 2,000,000 Products-Comp. Ops Agg. \$ 1,000,000 Each Occurrence \$ 5,000 Medical Expense
(c) Automobile Liability Option of Split Limits: (1.) Bodily Injury	\$ 1,000,000 Combined Single Limit (owned, hired and non-owned) \$ 1,000,000 Per Person or \$1,000,000 Per Accident

HERNANDO COUNTY
NOTICE OF EMERGENCY PURCHASE ORDER

EPO#25000081

Instructions: Departments may make emergency purchases, but are required to complete this form. If the emergency occurs after normal duty hours, the emergency form and requisition shall be submitted to the Chief Procurement Officer the next business day.

Definitions:

Emergency: Any occurrence, or threat thereof, whether accidental, natural, or caused by man, in war or peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property (section 252.34(3), Florida Statutes).

County Ordinance and Purchasing Policy and Procedures 060D:

Emergency. Any occurrence or set of circumstances involving actual or imminent physical trauma or property damage which demands immediate action.

Emergency work. Any work performed for the purpose of preventing or alleviating the physical trauma or property damage threatened or caused by an emergency.

Emergency purchase means a procurement of goods and/or services made in response to a requirement when the delay incident to complying with all governing rules, regulations, and/or procedures would be detrimental to the health, safety and welfare of the county and/or its citizens.

Vendor Name: <u>Thomas Howard Ferguson, P.A.</u>		Vendor Number: <u>103956</u>
Address: <u>2615 Centennial Boulevard, Suite 200 Tallahassee, FL 32308</u>		
Vendor Contact: <u>Steve Stevens III</u>	Phone #: <u>850-521-3149</u>	Email: <u>sstevens@thf-cpa.com</u>
Department Contact: <u>Erin Thomas</u>	Phone #: _____	
Department #: <u>40011</u>	Account #: <u>5303401</u>	Project Code: <u>Milton24</u>
Approval Group: AG <u>130</u>	Ship To Number/Code: <u>02431-2</u>	Contract #: <u>23-TFG0218 TO#4</u> Expires: <u>1/22/2026</u>

DATE OF DECLARED EMERGENCY : 10/6/2024 **ESTIMATED COST:** \$ 25,000.00

BRIEF DESCRIPTION OF THE EMERGENCY:

Declared State of Emergency Milton24. Planning and Grant Program Management.

EMERGENCY PURCHASE JUSTIFICATION : (Please check below all that applies to this purchase and attach supporting documentation). Email form and supporting documentation to Procurement.

1. An immediate danger to the public (check all that applies:) ☐ health, ☐ safety, ☐ welfare, or ☒ other substantial loss to Hernando County, requires emergency action.
2. Describe the circumstances giving rise to the emergency action (additional documentation may be attached to this request if necessary): Declared State of Emergency for Milton24
3. Describe the efforts to obtain pricing information from at least three vendors, or describe the increased immediate danger that would result from such efforts (additional documentation may be attached to this request if necessary): Contract

We recommend that competitive procurement be waived and that the service or material on the attached requisition be purchased as a sole source commodity. I certify that the information contained in this justification is accurate and complete.

Employee Requesting: See email attached Date: _____

Department Director/Manager: See email attached Date: _____

Procurement Approver: Carle Ross - Date Date: 10/10/2024