AGENDA

Hardee County Board of County Commissioners

REGULAR MEETING

April 16, 2026, at 8:30 AM

COMMISSION CHAMBERS
412 WEST ORANGE STREET,
ROOM 102, WAUCHULA, FL 33873

COMMISSIONERS

District I Timothy E. Wells
District II Noey A. Flores
District III E. Donald Chancey, Jr.
District IV Russell A. Melendy
District V Kenneth A. Miller

County Manager Terry Atchley
Clerk Victoria L. Rogers
County Attorney Sarah Allen
Assistant County Manager Doug Baber
Assistant County Manager Christopher Simpron
Administrative Services Manager Holly Smith
Executive Assistant Brandy Crawford
Deputy Clerk Laura Barker
Deputy Clerk Jessica Santibanez
Deputy Clerk Joley Pleger

1. INVOCATION, FOLLOWED BY THE PLEDGE OF ALLEGIANCE

2. CALL TO ORDER

3. APPROVAL OF THE AGENDA: ADDITIONS, DELETIONS, AND AMENDMENTS

4. MINUTES FOR APPROVAL

5. PUBLIC COMMENT FOR NON-AGENDA ITEMS

6. PROCLAMATIONS

A. **Wendy Carranco, Kiwanis Club of Wauchula** - Kiwanis International Day Proclamation

- Motion to approve the proclamation declaring Kiwanis International Day in Hardee County.

B. **Michelle McCreery, HCSO -** National Public Safety Telecommunicators Week Proclamation

- Motion to approve the proclamation declaring April 12-18, 2026, as National Public Safety Telecommunicators Week in Hardee County.

7. CONSENT AGENDA

Motion to approve Consent Agenda Items A & B as presented.

A. - Motion to approve Resolution 2026-21, A Resolution of the Board of County Commissioners of Hardee County, Florida, authorizing the submission of the fiscal year 2024-2025 Small Cities Community Development Block Grant application to Florida

Commerce; authorizing and designating the County Manager or Chair to execute any necessary documents in furtherance thereof; and providing an effective date.

B. - Motion to approve the budget amendments are presented.

8. PRESENTATIONS

A. **Terry Atchley, County Manager -** Path Forward

9. BUSINESS AGENDA - Quasi-Judicial Items:

10. BUSINESS AGENDA - Ordinances:

11. BUSINESS AGENDA - Action Items:

A. **John Eason, City of Wauchula** - Southwest Elevated Water Tower Project

- Motion to approve the water tower lease agreement between the County and the City of Wauchula in substantially the attached form, and authorization for the County Manager or Chair to sign any necessary documents in furtherance thereof.

B. **Joel Santana, Procurement Buyer** - Award RFP 26-004

- Motion to approve Resolution 2026-22, A Resolution of the Board of County Commissioners of Hardee County, Florida, approving the ranking of proposals submitted in response to request for proposals number 26-004 for landfill debris mulching services; authorizing the County Manager to execute a contract with the top ranked firm; providing for authorization; and providing for an effective date.

12. APPOINTMENTS

13. COUNTY MANAGER NON-CONSENT

14. COUNTY ATTORNEY

15. COMMENTS FROM COMMISSIONERS OR OTHER ELECTED OFFICIALS

16. REMINDERS

- April 21, 2026 - TDC Meeting at 8:30 a.m.
- April 28, 2026 - EDA Meeting at 8:30 a.m.
- May 7, 2026 - BOCC Meeting at 8:30 a.m.

17. ADJOURNMENT

AGENDA ITEM NO. 6.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE: April 16, 2026

SUBMITTED BY: Brandy Crawford, County Manager's Office

ITEM TYPE: Proclamation

AGENDA SECTION: **PROCLAMATIONS**

SUBJECT: **Wendy Carranco, Kiwanis Club of Wauchula** - Kiwanis International Day Proclamation

SUGGESTED ACTION:

- Motion to approve the proclamation declaring Kiwanis International Day in Hardee County.

ATTACHMENTS:

Proclamation - Kiwanis International Day.docx

Hardee County
FLORIDA

Kiwanis International Day
PROCLAMATION

WHEREAS, Kiwanis International is one of the largest service organizations in the world, with more than 430,000 members of all ages and abilities in more than 80 nations and geographic areas; and,

WHEREAS, the members of the Kiwanis Club of Wauchula are devoted to improving the world one child and one community at a time, by seeking to give primacy to the human and spiritual rather than the material values of life; and,

WHEREAS, in addition to improving the lives of children in Hardee County and in communities around the world, Kiwanis club members promote the development of community leaders, positive role models, intercultural understanding and cooperation, and opportunities for fellowship, personal growth, professional development and community service; and,

WHEREAS, the first Kiwanis club started its service in Detroit, Michigan, U.S., in 1915; and the Kiwanis Club of Wauchula was formed on March 2, 1926; and,

WHEREAS, the service provided by the Kiwanis Club of Wauchula will continue to have a positive impact on our community and citizens.

NOW, THEREFORE, the **BOARD OF COUNTY COMMISSIONERS of HARDEE COUNTY,** recognizes **"Kiwanis International Day"** and commends the Kiwanis Club of Wauchula for its 100 years of dedicated service to the community.

ADOPTED AND PASSED, this 16th day of April in the year 2026, by the Board of County Commissioners of Hardee County, Florida.

_____
Noey Flores, Chair

AGENDA ITEM NO. 6.B

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	April 16, 2026
SUBMITTED BY:	Brandy Crawford, Hardee County Sheriff's Office
ITEM TYPE:	Proclamation
AGENDA SECTION:	**PROCLAMATIONS**
SUBJECT:	**Michelle McCreery, HCSO -** National Public Safety Telecommunicators Week Proclamation
SUGGESTED ACTION:	- Motion to approve the proclamation declaring April 12-18, 2026, as National Public Safety Telecommunicators Week in Hardee County.

ATTACHMENTS:
Proclamation - National Public Safety Telecommunicators Week.docx

Hardee County
FLORIDA

National Public Safety Telecommunicators Week
PROCLAMATION

WHEREAS, emergencies can strike unexpectedly, requiring swift action from law enforcement, firefighters, and emergency medical services; and,

WHEREAS, the ability of our first responders to protect lives and preserve property is largely dependent on their ability to respond quickly and efficiently; and,

WHEREAS, the dedication of Public Safety Telecommunicators is a critical part of this response, ensuring that accurate and timely information is provided to those who need it most; and,

WHEREAS, these skilled professionals serve as the vital first point of contact, acting as the bridge between the community and emergency services during moments of crisis; and,

WHEREAS, the Public Safety Telecommunicators in Hardee County continually provide invaluable support to law enforcement, firefighters, and paramedics, enhancing their safety and effectiveness in the field; and

WHEREAS, the contributions of these men and women have been instrumental in helping to solve crimes, extinguish fires, and deliver lifesaving medical care; and

WHEREAS, each telecommunicator consistently exemplifies exceptional professionalism, empathy, and unwavering commitment in their roles.

NOW, THEREFORE, the **BOARD OF COUNTY COMMISSIONERS of HARDEE COUNTY,** do hereby proclaim the week of April 12-18, 2026, as **"National Public Safety Telecommunicators Week"** in Hardee County, in recognition of the tireless work, professionalism, and commitment to those whose efforts help keep our community safe.

ADOPTED AND PASSED, this 16th day of April in the year 2026, by the Board of County Commissioners of Hardee County, Florida.

_____
Noey Flores, Chair

AGENDA ITEM NO. 7.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE: April 16, 2026

SUBMITTED BY: Brandy Crawford, Grants Management Department

ITEM TYPE: Consent Agenda

AGENDA SECTION: **CONSENT AGENDA**

SUBJECT: - Motion to approve Resolution 2026-21, A Resolution of the Board of County Commissioners of Hardee County, Florida, authorizing the submission of the fiscal year 2024-2025 Small Cities Community Development Block Grant application to Florida Commerce; authorizing and designating the County Manager or Chair to execute any necessary documents in furtherance thereof; and providing an effective date.

SUGGESTED ACTION:

ATTACHMENTS:
Memo -CDBG.pdf
Resolution 2026-21 CDBG.docx

Hardee County FLORIDA

GRANTS MANAGEMENT

BOARD OF COUNTY COMMISSIONERS

NOEY FLORES
CHAIR, DISTRICT 2

TIM WELLS
VICE CHAIR, DISTRICT 1

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
DISTRICT 4

KENNY MILLER
DISTRICT 5

LORIE AYERS
GENERAL SERVICES DIRECTOR

MARTHA FELIX
GRANTS MANAGER

MAILING ADDRESS
412 West Orange Street
Suite 201
Wauchula, FL 33873

PHONE
863-773-6349

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

Through: Doug Baber, Assistant County Manager

From: Martha Felix, Grants Manager

Subject: FY2024-25 Small Cities CDBG Applications

Date: April 02, 2026

Florida Commerce has announced the FY2024-25 Small Cities Community Development Block Grant (CDBG) application cycle. Hardee County is eligible to apply for funding in an amount not to exceed $5,534,000.00 for Neighborhood Revitalization and Housing Rehabilitation Program areas.

These funds will be utilized for Housing Rehabilitation in the amount of $1,000,000.00 and Neighborhood Revitalization in the amount of $4,534,000.00.

The Neighborhood Revitalization activities will include the following:

- $350,000.00 for improvements to the Pioneer Park Playground and the 20% local match for development of the Local Road Safety Action Plan.
- $1,720,000.00 for full design and permitting for the Bostick Roadway Improvements and engineering for Regional Master Lift Station Phase 9.
- $1,864,000.00 for the 20% local match for the Bostick utility improvements.
- $500,000.00 for the Griffin Road bridge repair.
- $100,000.00 for the 33.33% local match for the Countywide Stormwater Master Plan project.

Resolution No. 2026-21 authorizes the submission of the Fiscal Year 2024–2025 Small Cities Community Development Block Grant (CDBG) application to Florida Commerce and designates the County Manager or Chairman of the Board to execute all necessary documents related to the application.

Staff recommends approval to submit the grant applications.

RESOLUTION NO. 2026-21

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA AUTHORIZING THE SUBMISSION OF THE FISCAL YEAR 2024-2025 SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION TO FLORIDA COMMERCE; AUTHORIZING AND DESIGNATING THE COUNTY MANAGER OR CHAR TO EXECUTE ANY NECESSARY DOCUMENTS IN FURTHERANCE THEREOF; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Hardee County is preparing to apply for the FY2024-25 Small Cities Community Development Block Grant (CDBG); and

WHEREAS it is necessary for the Commission to approve the submission of the Community Development Block Grant application; and

WHEREAS it is necessary to designate signature authority to the County Manger or Chairman of the board; and

WHEREAS it is necessary to establish an effective date.

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

Section 1. Recitals Adopted. The foregoing recitals are incorporated in this Resolution as if fully set forth herein and made a part hereof by reference.

Section 2. Ratification and Approval. That the BOCC hereby approves the submission of the FY 2024-2025 Small Cities CDBG application.

Section 3. Approval and Authorization. That the BOCC hereby approves and authorizes the County Manager or Chairman of the Board to sign the grant application, in a form approved by the County Attorney, and all additional necessary documents for acceptance of the grant.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

APPROVED AND ADOPTED this 16th day of April, 2026 at a regular meeting of The Board of County Commissioners of Hardee County, Florida.

THE BOARD OF COUNTY COMMISSIONERS OF
HARDEE COUNTY, FLORIDA

(SEAL)

_____
Noey Flores, Chair
Board of County Commissioners

ATTEST:

_____
Victoria L. Rogers, Ex-Officio Clerk to the
Board of County Commissioners

APPROVED AS TO FORM, CONTENT & LEGAL
SUFFICIENCY:

_____
Sarah Johnston, County Attorney

AGENDA ITEM NO. 7.B

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE: April 16, 2026

SUBMITTED BY: Brandy Crawford, Budget and Finance

ITEM TYPE: Consent Agenda

AGENDA SECTION: **CONSENT AGENDA**

SUBJECT: - Motion to approve the budget amendments are presented.

SUGGESTED ACTION:

ATTACHMENTS:
aaMemo amend cap 04.02.26.pdf
Cap Amend 4.2.26.pdf

Hardee County
FLORIDA

MANAGEMENT AND BUDGET

To: Terry Atchley, County Manager

Through: Douglas G. Baber, Assistant County Manager

From: Diane Moore, Budget Manager

Subject: Capital Amendments

Date: March 23, 2026

There are two amendments before you today. The first amendment is to add the FL Commerce Waterway Debris Removal Project to the FY26 budget. We are increasing the grant revenue by 1.9 million, increasing the related professional services line by $285,000, and increasing the infrastructure line by $1,615,000.

The second amendment is adding the CPTA Florida Department of Commerce Mass Casualty Incident Plan Grant to the FY26 budget. We are increasing the grant line and increasing the professional service line by $60,000.

Staff recommends approval of these amendments,

BOARD OF COUNTY COMMISSIONERS

TIM WELLS
VICE-CHAIR, DISTRICT 1

NOEY FLORES
CHAIR, DISTRICT 2

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
DISTRICT 4

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

MAILING ADDRESS
412 West Orange Street
Suite 201
Wauchula, FL 33873

PHONE
863-773-3199

WEBSITE
hardeecountyfl.gov

CAPITAL BUDGET AMENDMENTS
2025-2026

April 2, 2026

Account Number	Classification	Adopted Budget	Amended Budget	Increase	Decrease	Revised Budget	Notes
111-331-000-06	CDBG-DR Grant Peace River Restoration	$ -	$ -	1,900,000.00		$ 1,900,000.00	To add the FL Commerce Waterway Debris Removal Project Grant to the FY26 budget.
111-525-531-06	Milton CDBG-DR Prosfessional Svcs	$ -	$ -	285,000.00		$ 285,000.00	
111-525-563-06	Milton CDBG-DR Peace River Restoratio	$ -	$ -	1,615,000.00		$ 1,615,000.00	
135-334-500-03	CPTA FLDOC Mass Casualty Incident Plar	$ -	$ -	60,000.00		$ 60,000.00	To add the CPTA Mass Casualty Incident Reunification Plan Agreement P0544 to the FY26 budget
35-525-031-04	CPTA Mass Casualty Professional Svcs	$ -	$ -	60,000.00		$ 60,000.00	

AGENDA ITEM NO. 8.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	April 16, 2026
SUBMITTED BY:	Brandy Crawford, County Manager's Office
ITEM TYPE:	Presentation
AGENDA SECTION:	**PRESENTATIONS**
SUBJECT:	**Terry Atchley, County Manager -** Path Forward
SUGGESTED ACTION:	

AGENDA ITEM NO. 11.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	April 16, 2026
SUBMITTED BY:	Brandy Crawford, County Manager's Office
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	**John Eason, City of Wauchula** - Southwest Elevated Water Tower Project
SUGGESTED ACTION:	- Motion to approve the water tower lease agreement between the County and the City of Wauchula in substantially the attached form, and authorization for the County Manager or Chair to sign any necessary documents in furtherance thereof.

ATTACHMENTS:

Water Tower Lease Agreement - City of Wauchula_Hardee County (2.12.25)(65941902.2).docx

WATER TOWER LEASE AGREEMENT

THIS WATER TOWER LEASE AGREEMENT (this "**Agreement**" or "**Lease**") is made and entered into as of the ___ day of _____, 2026, by and between **HARDEE COUNTY**, a political subdivision of the State of Florida ("**Lessor**" or "**County**"), and the **CITY OF WAUCHULA**, a municipal corporation organized and existing under the laws of the State of Florida ("**Lessee**" or "**City**"), collectively referred to as the "Parties."

RECITALS:

WHEREAS, Lessor is the owner of certain real property located at the Hardee County Civic Center, 770 Rec Complex Drive, Wauchula, Florida 33873 (the "County's Property");

WHEREAS, Lessee has entered into a Standard Grant Agreement with the State of Florida Department of Environmental Protection for the project titled, Wauchula Southwest Area Elevated Water Tower with Transmission Lines, for the purpose of constructing drinking water infrastructure in the southwest quadrant of Wauchula (the "Project");

WHEREAS, Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, a portion of the County's Property as more particularly described in Exhibit "A" attached hereto (the "**Leased Premises**"), for the Project for the purpose of constructing, installing, operating, and maintaining an elevated water tower and associated transmission lines to supply potable water to residents, visitors, and future development within the City and County;

WHEREAS, Lessee's proposed use of Leased Premises will not interfere with public rights or the use of surrounding property; and

WHEREAS, the Parties deem it to be in the best interest of the health, safety, and welfare of City and County residents to enter into this long-term Lease for the construction, installation, operation, and maintenance of the water tower and associated infrastructure.

NOW, THEREFORE, in consideration of the forgoing recitals, the covenants and conditions set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Recitals**. The foregoing recitals are true and correct and are incorporated herein by reference.

2. **Leased Premises**. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Leased Premises described in Exhibit "A" attached hereto and incorporated herein by reference, subject to the terms and conditions contained in this Lease. The Lessee's leasehold interest includes the non-exclusive use of any and all easement rights for access and drainage that are appurtenant to and run with Lessor's fee interest in the Leased Premises.

3. **Term.** The initial term of this Lease (the "**Initial Term**") shall be twenty-five (25) years and shall commence on _____, 2026 (the "**Commencement**

Date"), and shall expire on 2051, unless sooner terminated as provided herein. Lessee shall have the irrevocable and exclusive right and option to extend the Initial Term of this Lease for two (2) additional twenty-five (25) year extension terms (each, an "**Extended Term**") on the same terms, conditions, and covenants set forth in this Lease unless otherwise provided herein. Any Extended Term shall be exercised only by written notice delivered to the Lessor at least sixty (60) days prior to the expiration of the Initial Term or the prior Extended Term, if applicable. All terms and conditions of this Lease shall remain in effect during any extension period unless modified in writing by mutual agreement of the Parties. For purposes of this Lease, the Initial Term and any Extended Term, if applicable, shall collectively be referred to as the "Term" in this Lease.

4. **Rent**. As consideration for this Lease and for the rights and privileges granted herein, Lessee shall pay to County the sum of Ten Dollars ($10.00) per year, payable on or before the anniversary of the Lease Commencement Date each year during the Initial Term and any Extended Term. The Parties acknowledge that the nominal rent set forth herein constitutes good and sufficient consideration under Florida law and further acknowledge that Lessee's construction and operation of the Water Tower Facilities provides substantial public benefit to Lessor and its residents. Lessee shall bear all other costs and expenses related to its use of the Leased Premises, including the cost of construction, operation, maintenance, and utilities.

5. **Taxes and Assessments**. To the extent permitted by law, Lessee shall be responsible for any taxes or special assessments levied or assessed directly against Lessee's property, improvements, or activities on the Leased Premises. Lessor shall not be responsible for any taxes or assessments resulting from Lessee's use.

6. **Use of Premises**. The Leased Premises shall be used solely for the purpose of constructing, operating, maintaining, repairing, and replacing a municipal water tower and related utility infrastructure, together with any appurtenant equipment, access drives, utility connections, fencing, and landscaping reasonably necessary to support such use (collectively, the "**Water Tower Facilities**"), in compliance with the requirements of the Lessee's Standard Grant Agreement with the Florida Department of Environmental Protection. Lessee shall not use or permit the use of the Leased Premises for any purpose inconsistent with this Lease or prohibited by law, ordinance, or regulation. Lessee shall, at its sole cost, obtain and maintain all permits, approvals, and authorizations required by applicable governmental authorities in connection with its use of the Leased Premises and operation of the Water Tower Facilities. Lessee's use of the Leased Premises shall be in a manner consistent with all applicable environmental, safety, and building codes and shall not unreasonably interfere with Lessor's use of adjacent property.

7. **Improvements and Ownership**. All structures, fixtures, and improvements constructed or placed on the Leased Premises by Lessee shall remain the property of Lessee unless otherwise agreed in writing.

8. **Assignment and Subletting**. Lessee shall not assign, sublease, transfer, or encumber this Lease or any interest therein without the prior written consent of Lessor, which consent shall not be unreasonably withheld if the assignee is another public entity or a utility authority providing similar public service. Any attempted assignment or sublease without such consent shall be void and shall constitute a material breach of this Lease.

9. **Maintenance and Repair**. Lessee shall, at its sole cost, maintain the Leased Premises and all improvements thereon in a clean, safe, and orderly condition and shall promptly repair any damage caused by its operations. Lessee shall keep the area free from trash, debris, and hazards. Lessee shall provide prompt written notice to Lessor of any significant damage, accident, or condition affecting the Leased Premises or the Water Tower Facilities.

10. **Inspection Rights**. Lessor, through its authorized representatives, may enter upon the Leased Premises at reasonable times to inspect for compliance with this Lease and to perform any lawful governmental function, provided such entry does not materially interfere with Lessee's operations.

11. **Liability; Indemnification; Sovereign Immunity**. Lessee shall, to the extent permitted by law, indemnify, defend, and hold Lessor harmless from any and all claims, damages, or liabilities arising out of Lessee's use or occupancy of the Leased Premises, except to the extent caused by Lessor's sole negligence. Nothing herein shall be construed as a waiver of either Party's sovereign immunity or the monetary limitations of liability contained in section 768.28, Florida Statutes, as amended. The obligations of this Section shall survive the termination or expiration of this Lease.

12. **Insurance**. Lessee, as a governmental entity subject to section 768.28, Florida Statutes, shall maintain liability protection in accordance with Florida law and shall provide written verification of such protection to Lessor prior to commencement of construction and upon request thereafter.

13. **Warranties**. Each Party represents and warrants that it has full authority to enter into this Lease and to perform its obligations hereunder. Lessor warrants that it has the right to grant the leasehold interests in the Leased Premises and that, to the best of its knowledge, no liens or encumbrances materially interfere with Lessee's use and enjoyment of the Water Tower Facilities. Lessee warrants that it will use, operate, and maintain the Leased Premises and Water Tower Facilities in compliance with all applicable laws, regulations, and permits and that its use will not create any hazard, nuisance, or undue risk.

14. **Default and Remedies, Termination**. An "Event of Default" by either Party shall occur if the other Party (i) fails to pay Rent or other amounts due under this Lease within thirty (30) days after written notice, (ii) fails to perform any other material obligation under this Lease within thirty (30) days after written notice, (iii) abandons the Leased Premises or ceases operations of the Water Tower Facilities for ninety (90) consecutive days without the other Party's prior

written consent, or (iv) assigns, subleases, or transfers this Lease or any interest therein without the other Party's prior written consent.

Upon the occurrence of an Event of Default, the non-breaching Party may, in addition to any other remedy available at law or in equity: terminate this Lease upon thirty (30) days' written notice, enter the Leased Premises to perform any obligation required of the defaulting Party (with the defaulting Party responsible for all costs incurred), or seek specific performance, injunctive relief, or any other remedies available under Florida law. The failure of either Party to enforce any provision of this Lease shall not constitute a waiver of any default or limit future enforcement. Lessee's rights under this section specifically protect the City's ability to operate, maintain, and access the Water Tower Facilities without interference from County, while County's rights ensure protection of its property and compliance with lease obligations.

15. During the Initial Term of 25 years and the first extension, this Lease may be terminated only upon an Event of Default. After the expiration of the Initial Term and first extension, this Lease may be terminated by either Party, without cause, upon two (2) years' prior written notice to the other Party, delivered in accordance with the Notices section of this Lease. Upon termination of this Lease for any reason, Lessee shall, at its sole cost and expense, restore the Leased Premises to its original condition, reasonable wear and tear excepted, unless the parties agree in writing, to leave the Water Tower Facilities and improvements in place.

16. **Force Majeure**. The period of time during which either Party is prevented or unavoidably delayed in the performance or the making of any improvement or repairs, or fulfilling any obligation required under this Lease, other than the payment of rent or additional rent, due to fire, catastrophe, strikes or labor troubles, civil commotion, Acts of God, or similar circumstances beyond such Party's reasonable control, shall be added to such Party's time for performance thereof, and such Party shall have no liability by reason thereof; provided, however, that if such performance could have been effectuated by, or any default thereof cured by, the payment of money with respect to any such obligation, then in no event shall the inability of that Party to make available sufficient funds be deemed to be a force majeure.

17. **Quiet Enjoyment**. Lessor covenants and agrees that Lessee, on performing the covenants contained herein, shall and may peaceably and quietly hold and enjoy the Leased Premises during the Term.

18. **Compliance with Laws**. Lessee shall at all times comply with all applicable laws, ordinances, codes, rules, and regulations governing the construction, operation, and maintenance of the Water Tower Facilities.

19. **Records and Public Access**. This Lease and all records generated pursuant to it are subject to public disclosure in accordance with Chapter 119, Florida Statutes (Public Records Law). The Parties shall maintain records in a manner consistent with Florida's public records retention requirements.

20. **Notices**. Any and all notices, demands, consents, approvals or other communication which is required or may be given under this Lease shall be in writing and shall be deemed to have been duly given if transmitted by hand-delivery with receipt thereof, by a nationally recognized overnight delivery service, or by certified mail posted prior to the expiration date for such notice, return receipt requested and first class postage prepaid, to the following addresses:

If to Lessee:	City of Wauchula Attn: City Manager 126 South 7th Avenue Wauchula, Florida 33873
With a copy to:	GrayRobinson, P.A. Attn: Kristie Hatcher-Bolin, City Attorney One Lake Morton Drive Lakeland, Florida 33801
If to Lessor:	Hardee County Board of County Commissioners Attn: County Manager 412 West Orange Street Wauchula, Florida 33873
With a copy to:	County Attorney Hardee County 412 West Orange Street Wauchula, Florida 33873

or to such other contact person or address as a Party may have specified in writing to the other Party using the procedures contained in this Section. Notices sent (i) via hand delivery shall be deemed delivered when received; (ii) via overnight delivery by a nationally recognized overnight delivery service shall be deemed delivered on the next business day after deposit with such service; and (iii) via certified mail shall be deemed delivered on the date of receipt.

21. **Severability**. If any one or more of the provisions of this Lease should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision shall be null and void and shall be deemed separate from the remaining provisions of this Lease, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the Parties contained herein are not materially prejudiced and the intentions of the Parties continue to be effective.

22. **Amendments**. This Lease may not be amended unless such amendment is in writing and duly executed by the Parties hereto.

23. **Entire Agreement**. This Lease contains the final and entire agreement between the Parties hereto with respect to the matters set forth herein and contains all of the terms and

conditions agreed upon with respect thereto, and no other agreements, oral or otherwise, regarding the subject matter of this Lease shall be deemed to exist or to bind the Parties hereto; it being the intent of the Parties that neither shall be bound by any term, condition, or representation not herein written.

24. **Headings**. Headings of the Sections in this Lease have been included for convenience and reference only, and the words contained therein shall in no way be held to explain, amplify, or aid in the interpretation, construction or meaning of the provisions of this Lease.

25. **Governing Law**. This Lease shall be governed by the laws of the State of Florida. Venue of any disputes relating to this Lease shall be solely in Hardee County, Florida.

26. **Multiple Counterparts**. This Lease may be executed in more than one counterpart, all of which taken together shall constitute one and the same original, and the execution of separate counterparts by the Parties shall bind the Parties as if they had each executed the same counterpart.

[**SIGNATURE PAGES FOLLOW**]

IN WITNESS WHEREOF, the Parties have executed this Water Tower Lease Agreement as of the day and year first above written.

BOARD OF COUNTY COMMISSIONERS HARDEE COUNTY, FLORIDA, a political subdivision of the State of Florida

(SEAL)

By:_____
Chair / Vice Chair

Date:_____

ATTEST:

_____
Clerk / Deputy Clerk of the Board

As authorized by the Board of County Commissioners at its meeting on:

_____

STATE OF FLORIDA
COUNTY OF HARDEE

The foregoing instrument was acknowledged before this by [ ] physical presence or [ ] online notarization this _____ day of _____, 2026, by _____, as _____ of Hardee County, Florida, a political subdivision of the State of Florida, on behalf thereof. He/She [ ] is personally known to me or [ ] has produced _____ as identification.

_____
Signatures of Notary Public

[NOTARY SEAL]

_____
Notary Name Typed, Printed or Stamped
My Commission No.:_____
My Commission Expires:_____

[REMAINING SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Water Tower Lease Agreement as of the day and year first above written.

CITY OF WAUCHULA, FLORIDA
a Florida municipal corporation

By:_____
Richard K. Nadaskay, Jr. Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF WAUCHULA, FLORIDA, ONLY

_____
Stephanie Camacho, City Clerk

_____
Kristie Hatcher-Bolin, City Attorney

STATE OF FLORIDA
COUNTY OF HARDEE

The foregoing instrument was acknowledged before this by [ ] physical presence or [ ] online notarization this _____ day of _____, 2025, by _____, as _____ of the City of Wauchula, Florida, a political subdivision of the State of Florida, on behalf thereof. He/She [ ] is personally known to me or [ ] has produced _____ as identification.

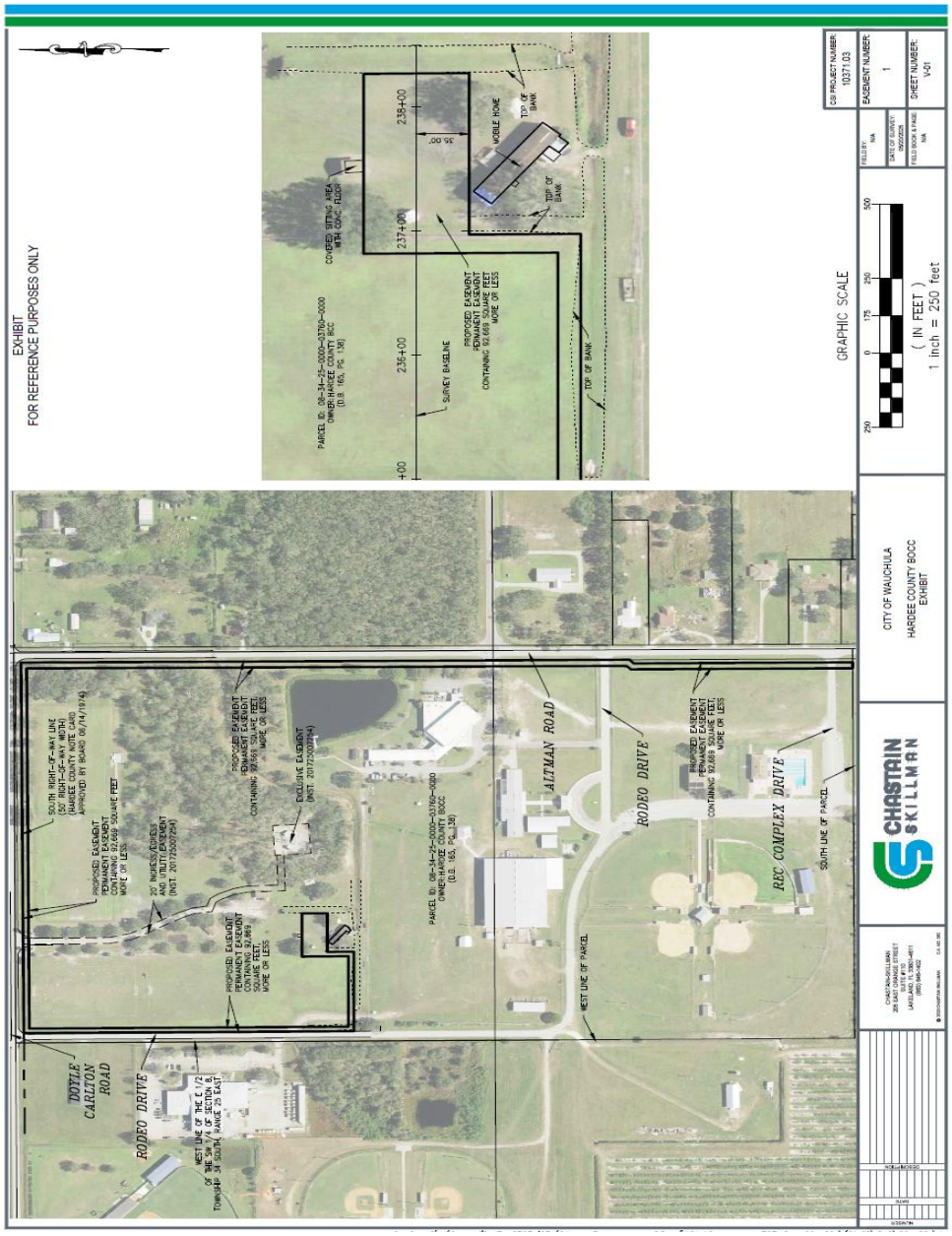
_____
Signatures of Notary Public

[NOTARY SEAL]

_____
Notary Name Typed, Printed or Stamped
My Commission No.:_____
My Commission Expires:_____

Exhibit “A”

Leased Premises



DESCRIPTION

A parcel of land being a portion of the East 1/2 of the Southwest 1/4 of Section 8, Township 34 South, Range 25 East, Hardee County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of the Southwest 1/4 of said Section 8; thence South 89°44'25" West along the North line of the East 1/2 of the Southwest 1/4 of said Section 8, a distance of 1310.87 feet to the Northwest corner of said East 1/2 of the Southwest 1/4; thence South 00°22'55" East along the West line of said East 1/2 of the Southwest 1/4, a distance of 933.94 feet; thence North 90°00'00" East, 33.00 feet to a line 33.00 feet East of and parallel to said West line of the East 1/2 of the Southwest 1/4 for the POINT OF BEGINNING; thence North 00°22'55" West along said parallel line, 911.28 feet to the intersection with the South right-of-way line of Doyle Carlton Road, being a 50.00 foot right-of-way per Hardee County Public Works Division's note card and approved June 14, 1974, defined as being 25.00 on either side of the centerline of Doyle Carlton Road; thence North 89°37'16" East along said South right-of-way line, 1245.13 feet to the intersection with the West right-of-way line of Altman Road, being a 50.00 foot right-of-way per Hardee County Public Works Division's note card approved June 14, 1974, defined as being 25.00 feet on either side of the centerline of Altman Road; thence South 00°17'21" East along said West right-of-way line, 641.90 feet; thence South 00°18'46" East, along said West right-of-way line, 1038.90 feet; thence departing said West right-of-way line, South 44°41'14" West, 16.97 feet to the intersection with a line being 12.00 feet West of and parallel to the West right-of-way line of said Altman Road; thence South 00°18'46" East, along said parallel line, 604.18 feet to the intersection with the South line of the North 3/4 of the Southeast 1/4 of the Southwest 1/4 of said Section 8; thence South 89°44'21" West, along said South line, 20.00 feet to the intersection with a line being 32.00 feet West of and parallel to said West right-of-way line of Altman Road; thence North 00°18'46" West, along said parallel line, 612.44 feet; thence North 44°41'14" East, 16.97 feet to the intersection with a line being 20.00 feet West of and parallel to said West right-of-way line of Altman Road; thence North 00°18'46" West, along said parallel line, 1030.62 feet; thence North 00°17'21" West, along said parallel line, 626.86 feet to the intersection with a line lying and being 15.00 feet South of and parallel to said South right-of-way line of Doyle Carlton Road; thence South 89°37'16" West, along said parallel line, 1210.11 feet to the intersection with a line being 48.00 feet East of and parallel with said West line of the East 1/2 of the Southwest 1/4; thence South 00°22'55" East, along said parallel line, 881.38 feet; thence North 90°00'00" East, 236.74 feet; thence North 00°22'55" West, 128.83 feet; thence North 90°00'00" East, 145.00 feet; thence South 00°22'55" East, 70.00 feet, thence North 90°00'00" West, 130.00 feet; thence South 00°22'55" East, 73.83 feet; thence North 90°00'00" West, 266.74 feet to the POINT OF BEGINNING.

Said parcel containing 92,669 square feet, more or less.

CERTIFICATION:

I hereby certify that this Description with Sketch was made under my direction and was made in accordance with Standards of Practice adopted by the State of Florida Department of Agriculture and Consumer Services, Board of Professional Surveyors and Mappers, Chapter 5J-17 of the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

JEFFREY P. AMMERMANN
License Number 7388
STATE OF FLORIDA
Professional Surveyor and Mapper

Jeffrey P Ammermann

Digitally signed by Jeffrey P Ammermann
Date: 2025.05.20 14:52:56 -04'00'

JEFFREY P. AMMERMANN, P.S.M.
FLORIDA REGISTRATION PSM 7388
JAMMERMANN@CHASTAINSKILLMAN.COM
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY THE ABOVE SURVEYOR ON THE DATE ADJACENT TO SEAL. ANY SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED VALID WITHOUT A RAISED SEAL.

SHEET 1 OF 3
SEE SHEET 2 AND 3 OF 3 FOR DESCRIPTION SKETCH, SURVEYOR'S NOTES, AND LEGEND.

PREPARED BY: CHASTAIN-SKILLMAN, INC. – 205 EAST ORANGE STREET SUITE #110 LAKELAND, FLORIDA 33801 – (863) 646-1402 – LB 262			10371.03
DRAWN BY: S. CHILDS	FIELD BOOK: N/A PAGE: N/A	DATE: 05/20/2025	SHEET NO. V-01

P:\10371\03\Civil\Survey\10371\03-LFS-2024-11-14-ESMT.dwg DWG-PE-LEGL May 20, 2025 2:51pm by jammermann

AGENDA ITEM NO. 11.B

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	April 16, 2026
SUBMITTED BY:	Brandy Crawford, Purchasing Department
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	**Joel Santana, Procurement Buyer** - Award RFP 26-004
SUGGESTED ACTION:	- Motion to approve Resolution 2026-22, A Resolution of the Board of County Commissioners of Hardee County, Florida, approving the ranking of proposals submitted in response to request for proposals number 26-004 for landfill debris mulching services; authorizing the County Manager to execute a contract with the top ranked firm; providing for authorization; and providing for an effective date.

ATTACHMENTS:

Memo - Landfill 26-004 Contract.pdf
DRAFT_Resolution Move forward with Contract.docx
Contract PSA_26-004.docx
26-004 Publication Affadavit.pdf
RFP 26-004 Bid Document.pdf
Final Ranking.pdf
Big Dog Express of South Florida_Bid Document.PDF

BOARD OF COUNTY COMMISSIONERS

NOEY FLORES
CHAIR, DISTRICT 2

TIM WELLS
VICE CHAIR, DISTRICT 1

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
DISTRICT 4

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

MAILING ADDRESS
412 West Orange Street
Suite 103
Wauchula, FL 33873

PHONE
863-773-9430

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

Through: Doug Baber, Assistant County Manager

Lorie Ayers, General Services Director

From: Colton English, Procurement Manager

Subject: RFP 26-004 Landfill Mulching

Date: March 24, 2026

On January 29, 2026, Hardee County issued Request for Proposals (RFP) No. 26-004 seeking qualified firms to provide landfill debris mulching and related services at the Hardee County Landfill.

The solicitation was publicly advertised and conducted in accordance with County procurement requirements to ensure open competition and transparency. The RFP included evaluation criteria consisting of:

- Firm qualifications
- Staff experience and qualifications
- Approach to the scope of work
- Price proposal

Proposals were received and reviewed for responsiveness and compliance with the RFP requirements. A duly appointed Evaluation Committee evaluated the proposals during a publicly noticed meeting held on March 13, 2026.
Based on the established evaluation criteria, the firms were ranked as follows:

1. **Big Dog Express of South Florida** (Top-Ranked)
2. **Consolidated Resource Recovery**

The Evaluation Committee determined that the top-ranked firm is the most qualified and responsive proposer, offering the best overall value to the County.

Staff Recommendation:

Approve the Evaluation Committee's ranking of proposals for RFP No. 26-004; and Authorize the County Manager to execute a contract with Big Dog Express of South Florida.

RESOLUTION NO. 2026-22

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA, APPROVING THE RANKING OF PROPOSALS SUBMITTED IN RESPONSE TO REQUEST FOR PROPOSALS NO. 26-004 FOR LANDFILL DEBRIS MULCHING SERVICES; AUTHORIZING THE COUNTY MANAGER TO EXECUTE A CONTRACT WITH THE TOP-RANKED FIRM; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on January 29, 2026, Hardee County (the "County") issued Request for Proposals No. 26-004 (the "RFP") seeking proposals from qualified firms to provide landfill debris mulching and related services at the Hardee County Landfill (the "Services"); and

WHEREAS, the RFP established evaluation criteria including firm qualifications, staff experience and qualifications, approach to scope of work, and price proposal, and provided that proposals would be evaluated and ranked by an Evaluation Committee based on such criteria; and

WHEREAS, proposals were received by the County in accordance with the RFP requirements and were reviewed for responsiveness and compliance with the minimum qualifications set forth in the RFP; and

WHEREAS, the County Manager appointed an Evaluation Committee to review, evaluate, and rank the responsive proposals in accordance with the RFP and applicable procurement requirements; and

WHEREAS, on March 13, 2026, the Evaluation Committee met in a duly noticed public meeting and evaluated the proposals using the established criteria and developed the following ranking of firms:

1. Big Dog Express of South Florida

2. Consolidated Resource Recovery

WHEREAS, the Evaluation Committee determined that the top-ranked firm is the most qualified and responsive proposer and that its proposal is the most advantageous to the County, taking into consideration all evaluation factors set forth in the RFP; and

WHEREAS, the Board of County Commissioners (the "Board") desires to approve the ranking of the proposals and authorize the County Manager to proceed with contract execution with the top-ranked firm without further negotiations; and

WHEREAS, the Board finds that the proposal submitted by the top-ranked firm provides pricing, terms, and conditions that are fair, competitive, and reasonable, and that further negotiations are not necessary; and

WHEREAS, the Board finds that approving the ranking and authorizing contract execution is in the best interest of the County.

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

Section 1. **Recitals Adopted.** The foregoing recitals are incorporated in this Resolution as if fully set forth herein and made a part hereof by reference.

Section 2. **Approval.** The Board hereby approves the ranking of proposals submitted in response to RFP No. 26-004 as follows:

1. Big Dog Express of South Florida

2. Consolidated Resource Recovery

Section 3. **Authorization.** The Board hereby authorizes the County Manager to execute a contract with the top-ranked firm for the Services, subject to final review and approval as to form and legal sufficiency by the County Attorney

Section 4. **Effective Date.** This Resolution shall take effect immediately upon adoption.

APPROVED AND ADOPTED this _____ day of **Month**, 2026 at a regular meeting of The Board of County Commissioners of Hardee County, Florida.

[SIGNATURE PAGE TO FOLLOW]

THE BOARD OF COUNTY COMMISSIONERS
OF HARDEE COUNTY, FLORIDA

Noey A. Flores
Board Chair

ATTEST:

Victoria L. Rogers
Ex-Officio Clerk to the Board of County Commissioners

APPROVED AS TO FORM, CONTENT & LEGAL
SUFFICIENCY:

BRYANT MILLER OLIVE, P.A.
COUNTY ATTORNEY

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT (this "Agreement") is made effective as of the ____ day of _____2026 (the "Effective Date"), by and between **HARDEE COUNTY, FLORIDA**, a political subdivision existing under the laws of Florida, (the "County"), and **BIG DOG EXPRESS OF SOUTH FL, INC.** (hereinafter, the "Contractor").

WHEREAS, on _____, the County awarded the Contractor a contract for Yard Waste and Stump Grinding Services (the "Services"), pursuant to Request for Proposals No. 26-004 attached as Composite Exhibit "A"; and

WHEREAS, on _____, the Board of County Commissioners approved and awarded RFP No. 26-004 to the Contractor, and

WHEREAS, the Contractor will perform the Services for the County, as outlined in Exhibit "A" and further described in Contractor's Response (the "Proposal") included as part of Composite Exhibit "A" and incorporated as if set forth herein; and

WHEREAS, the Contractor and County, through the RFP process, have agreed upon the fee/rate schedule set forth in Exhibit "B" (the "Fee/Rate Schedule") for the Services; and

WHEREAS, the County desires to engage the Contractor to perform the Services and provide the deliverables as specified herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Contractor and the County agree as follows:

1. Recitals Adopted. The above recitals are true and correct and are incorporated herein by this reference. All initially capitalized terms used but not otherwise defined herein shall have the meaning ascribed thereto in the Agreement.

2. Scope of Services.

2.1. Contractor shall provide the Services as set forth in Exhibit "A" in accordance with the Proposal incorporated herein by reference (the "Services").

2.2. Contractor shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables") to the County.

2.3. The Contractor shall abide by the terms and requirements of RFP No. 26-004 as though fully set forth herein.

3. Term/Commencement Date.

3.1. The term of this Agreement shall be from the Effective Date through three (3) years thereafter, unless earlier terminated in accordance with Subsection 9. Additionally, subject to prior written approval of the parties, this Agreement may be renewed for up to two (2) additional one (1) year terms on the same terms as set forth herein.

3.2. Contractor agrees that time is of the essence and Contractor shall complete the Services within the term of this Agreement, unless extended by the County Manager.

4. Compensation and Payment.

4.1. Compensation for Services provided by Contractor shall be in accordance with the Fee Schedule and in a total amount **not to exceed $50,000 per fiscal year**. Additional expenses that are not included in the Rate Schedule must be pre-approved, in writing by the County, and will be considered as line-item reimbursements, without markup.

4.2. Contractor shall deliver an invoice to the County no more often than once per month detailing Services completed and the amount due to Contractor under this Agreement. Fees shall be paid in arrears each month, pursuant to Contractor's invoice, which shall be based upon the percentage of work completed for each task invoiced. The County shall pay the Contractor in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the County Manager.

5. Subcontractors. The Contractor shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Services and/or any Project. Contractor may only utilize the services of a particular subcontractor with the prior written approval of the County Manager, which approval may be granted or withheld in the County Manager's sole and absolute discretion.

6. County's Responsibilities.

6.1. County shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the County, and provide criteria requested by Contractor to assist Contractor in performing the Services.

6.2. Upon Contractor's request, County shall reasonably cooperate in arranging access to public information that may be required for Contractor to perform the Services.

7. Contractor's Responsibilities; Representations and Warranties.

7.1. The Contractor shall exercise the same degree of care, skill, and diligence in the performance of the Services for each Project as is ordinarily provided by a Contractor under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Contractor's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to County requests, the Contractor shall at Contractor's sole expense, immediately correct its Deliverables or Services.

7.2. The Contractor hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for County as an independent Contractor of the County. Contractor further warrants and represents that it has the required knowledge, expertise, and experience to provide contracted services.

7.3. The Contractor hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for County as an independent Contractor of the County. Contractor further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first-class manner.

7.4. The Contractor represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Contractor have been duly authorized, and this Agreement is binding on Contractor and enforceable against Contractor in accordance with its terms. No consent of any other person or entity to such execution, delivery

and performance is required.

8. Conflict of Interest. To avoid any conflict of interest or any appearance thereof, Contractor shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the County.

9. Termination.

9.1. Termination for Convenience: If the County determines that it is in its best interest to do so, the County may terminate the Contract without cause upon thirty (30) days' written notice to the Contractor. If the County terminates the Contract pursuant to this subsection, Contractor shall promptly submit to the County its costs to be paid on work performed up to the time of termination. If the Contractor has any property belonging to the County in its possession, Contractor shall account for the same and dispose of it as directed by the County.

9.2. Termination for Default: the County may terminate the Contract for cause at any time immediately upon written notice to the Contractor, if: (1) the Contractor fails to fulfill or abide by any of the terms or conditions specified in the Contract Documents; (2) the Contractor fails to perform in the manner called for in the Contract Documents; or (3) the Contractor does not provide services in accordance with the requirements of the specifications in the Contract Documents. In its sole discretion, the County may allow the Contractor an appropriately short period of time in which to cure a defect in performance or non-performance. In such case, the County's written notice of termination to the Contractor shall state the time period in which cure is permitted and other appropriate conditions, if applicable. Any such termination for default shall not in any way operate to preclude the County from also pursuing all available remedies against Contractor and its sureties for said breach or default. The Contractor may terminate the Contract for cause if the County fails to fulfill or abide by any duties or conditions specified in the Contract Documents, provided that Contractor must first provide notice of the alleged breach to the County and give the County thirty (30) days written notice to cure the alleged breach. If the County cures the alleged breach or is making a good faith effort to cure said breach during the thirty (30) day cure period, Contractor may not terminate the Contract.

9.3. Non-Appropriation. In the event the County, in its sole discretion, determines that sufficient budgeted funds are not available to appropriate for payments due to Contractor under this Agreement, the County shall notify Contractor of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without any penalty or expense to the County.

9.4. Upon receipt of the County's written notice of termination, Contractor shall immediately stop work on the project unless directed otherwise by the County Manager.

9.5. The Contractor shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the County, in a hard copy and electronic format within ten (10) days from the date of the written notice of termination or the date of expiration of this Agreement.

9.6. In the event of termination by the County, the Contractor shall be paid for all work accepted by the County Manager up to the date of termination, provided that the Contractor has first complied with the provisions of Paragraph 9.5.

9.7. Upon termination, the non- defaulting Party shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, the Agreement.

10. Default. If Contractor fails to timely begin the Work, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to insure the prompt completion of the Work within the

Contract Time, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule or if the Contractor shall fail to perform any material term set forth in the Agreement or if Contractor shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, the County may, in accordance with Section 9.2, terminate the services of Contractor, exclude Contractor from the Project site, provide for alternate prosecution of the Work, appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable, and may finish the Work by whatever methods it may deem expedient. In such case Contractor shall not be entitled to receive any further payment until the Project is completed. All damages, costs and charges incurred by the County, together with the costs of completing the Project, shall be deducted from any monies due or which may become due to Contractor. In case the damages and expenses so incurred by County shall exceed monies due Contractor from the County, Contractor shall be liable and shall pay to the County the amount of said excess promptly upon demand therefore by the County. In the event it is adjudicated that the County was not entitled to terminate the Contract as described hereunder for default, the Contract shall automatically be deemed terminated by the County for convenience as described herein.

11. Re-Procurement Upon Termination. If this Agreement is terminated by the County for cause, in addition to all other remedies, Contractor shall be liable for all expenses incurred by the County in reprocuring elsewhere the same or similar items or services offered by Contractor.

12. <u>Insurance.</u> The provisions of this section shall survive termination of this Agreement.

12.1. Contractor shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to County, naming the County as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the County, its officials, employees, agents, and volunteers naming the County as additional insured. Any insurance maintained by the County shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the County as it deems necessary or prudent.

Commercial General Liability coverage with limits of liability of not less than a $1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of $2,000,000 each.

Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of $500,000 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.

Business Automobile Liability with minimum limits of $1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

Professional Liability Insurance in an amount of not less than $1,000,000 per occurrence, single limit.

12.2. Certificate of Insurance. Certificates of Insurance shall be provided to the County, reflecting the County as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by County and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to County prior to cancellation, termination, or material alteration of said policies or insurance. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the County. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The County reserves the right to inspect and return a certified copy of such policies, upon written request by the County. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the County before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the County.

12.3. Additional Insured. Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the County is to be specifically included as an Additional Insured for the liability of the County resulting from Services performed by or on behalf of the Contractor in performance of this Agreement. The Contractor's insurance, including that applicable to the County as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the County shall be in excess of and shall not contribute to the Contractor's insurance. The Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

12.4. Deductibles. All deductibles or self-insured retentions must be declared to and be reasonably approved by the County. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

13. Nondiscrimination. During the term of this Agreement, Contractor shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and will abide by all Federal and State laws regarding nondiscrimination.

14. **Attorney's Fees and Waiver of Jury Trial.** In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

15. Indemnification. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its elected officials, officers and employees, from any and all liabilities, any and all claims, including claims for equitable or injunctive relief, damages, losses and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Contractor, its employees, agents, officers, subcontractors and other persons employed or utilized by Contractor in the performance of this agreement. It is the specific intent of the parties hereto that the foregoing indemnification provision comply with section 725.08, Florida Statutes. It is further the specific intent and agreement of the parties that all the contract documents of any project

for which Contractor provided services be hereby amended to include the foregoing indemnification. Contractor expressly agrees that it will not claim, and waives any claim, that this article violates section 725.08 Florida Statutes, or is unenforceable pursuant to section 725.08, Florida Statutes. This indemnification obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section, including but not limited to any immunity from or limitation of liability to which the County is entitled to pursuant to the doctrine of sovereign immunity or section 768.28, Florida Statutes. This indemnification provision shall include claims made by an employee of Contractor against the County and Contractor waives any entitlement to immunity under section 440.11, Florida Statutes. This indemnification provision shall survive the termination of this agreement, however terminated.

PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT IF THE CONDITIONS OF SECTION 558.0035 ARE SATISFIED

16. Patents and Royalties. The Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. Contractor shall, at its own expense, hold harmless and defend the County against any claim, suit or proceeding brought against the County which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement of any patent or copyright of the United States. The Contractor shall pay all damages and costs awarded against the County in such matter.

17. **Notices/Authorized Representatives.** Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

18. **Governing Law and Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Hardee County, Florida.

19. **Entire Agreement/Modification/Amendment.** This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein. No agent, employee, or other representative of either party is empowered to modify, alter or amend the terms or conditions of this Agreement, unless executed with the same formality as this document.

20. **Ownership and Access to Records and Audits.**

20.1. Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the County which are conceived, developed or made by Contractor during the term of this Agreement ("Work Product")

belong to the County. Contractor shall promptly disclose such Work Product to the County and perform all actions reasonably requested by the County (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

20.2. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. The County Manager or designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall 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 Agreement, and following completion of the Agreement until the records are transferred to the County.

20.3. Upon request from the County's custodian of public records, Contractor shall provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

20.4. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the County.

20.5. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the County Manager, at no cost to the County, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the County in a format that is compatible with the County's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

20.6. Any compensation due to Contractor shall be withheld until all records are received as provided herein.

20.7. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the County.

21. Federally Required Contract Clauses. In the performance of all Services under this Agreement which are subject to State or Federal funding guidelines that require compliance with below included provisions, the Contractor shall adhere to the contract provisions listed under 2 CFR Part 200, Appendix II, as applicable, which may be amended from time to time and shall also comply with the following provisions and nondiscrimination requirements:

21.1. Equal Opportunity. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and implementing regulations in 24 C.F.R. Part 1, together with Section 109 of the Act (24 C.F.R. Part 570.602) which prohibit discrimination in any program or activity funded in whole or in part with funds made available under this Agreement.

21.2. In accordance with Executive Order 13279 of December 12, 2002, the Contractor shall not consider race, color, sex, sexual preference, religion, or national origin in ways that violate Federal civil rights laws.

21.3. Diversity Equity and Inclusion. Contractor agrees that Contractor does not and will not, nor will it allow a subcontractor to operate any programs that advance or promote diversity, equity and inclusion (DEI), diversity, equity, inclusion, and accessibility (DEIA), or discriminatory equity ideology in violation of Federal anti-discrimination laws. In addition, Contractor agrees that Contractor does not and will not, nor will it allow a subcontractor to engage in a discriminatory prohibited boycott.

21.4. Compliance with Federal Anti-Discrimination Laws. Contractor shall not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964, Section 109 of the HCDA, 42 U.S.C. 5309, Title VIII of the Civil Rights Act of 1968 (The Fair Housing Act), 42 U.S.C. 3601 – 19, Section 504 and 508 of the Rehabilitation Act of 1973, 29 U.S.C. 794, the Americans with Disabilities Act of 1990,42 U.S.C. 12131, and Personal Responsibility and Work Opportunity Reconciliation Act of 1996 as amended, 8 U.S.C. 1601-1646, (PRWORA). Any contracts or subcontracts entered into by Contractor, or its contractors, shall also require compliance with these regulations and will, in all solicitations or advertisements for employees. Contractor shall keep records and documentation demonstrating compliance with these regulations.

21.5. Gender Ideology. Contractor agrees that Contractor does not and will not, nor will it allow a subcontractor to use any federally appropriated funds to promote “gender ideology,” as defined in Executive Order No. 14168 of January 30, 2025.

21.6. Elective Abortions. Contractor agrees that Contractor does not and will not, nor will it allow a subcontractor to use any federally appropriated funds to fund or promote elective abortions, as required by Executive Order No. 14182 of January 24, 2025.

21.7. Minority and Women's Business Enterprises. The requirements of Executive Orders 11625, 12432, 12138, 2 C.F.R. 200.321, and 24 C.F.R. Part 85.36(e) applies to grants under this part. Consistent with HUD's responsibilities under these Orders, the Contractor must make efforts to encourage the use of minority and women's business enterprises in connection with funded activities.

21.8. Age Discrimination Act of 1975, as Amended. No person will be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance. (42 U.S.C. 610 et. seq.)

21.9. Section 504 of the Rehabilitation Act of 1973, as Amended. No otherwise qualified individual will, solely by reason or his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving Federal funds. (29 U.S.C. 794)

21.10. Public Law 101-336, Americans with Disabilities Act of 1990. Subject to the provisions of this title, no qualified individual with a disability will, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.

21.11. Integrity of process and eligibility criteria. If the Contractor is a manager of temporary or emergency shelters, it shall comply with the terms and conditions set forth in 24 CFR 5.105(a) and (2) and 24 CFR 5.106: which provide equal access to accommodations, placement and services.

21.12. §12491.Violence Against Women Act (VAWA). Housing protections for victims of domestic violence, dating violence, sexual assault, and stalking.

21.13. Compliance with Immigration Laws. The Contractor and any subcontractor of Contractor must administer all federal CDBG grant funds in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the PRWORA and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, Executive Order No. 14218 of February 19, 2025, or other Executive Orders or immigration laws.

21.14. Faith-Based Discrimination. Contractor agrees that Contractor does not and will not, nor will it allow a subcontractor to discriminate against an organization based on the organization's religious character, affiliation, or exercise.

21.15. This Agreement shall not be governed by Executive Orders revoked by Executive Order No. 14154 of January 20, 2025, Executive Order No. 14008 of January 27, 2021, and Executive Order No. 14173 of January 21, 2025, or requirements implementing Executive Orders that have been revoked.

21.16. The Contractor will, in all solicitations or advertisements 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.

21.17. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this anti-discrimination clause.

21.18. 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 advising the said labor union or workers' representatives of the Contractor's commitments under this section.

21.19. The Contractor further agrees that it will be bound by the above anti-discrimination clauses with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above anti-discrimination clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

21.20. The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the anti-discrimination clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

21.21. The Contractor agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the County's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code. In the event of the Contractor's noncompliance with the anti-discrimination clauses of this contract or with any of the said rules, regulations, or orders above, this contract may be canceled, terminated, or suspended in whole or in part.

21.22. The Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Contractor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Contractor; and refer the case for appropriate legal proceedings.

21.23. Compliance with the Davis-Bacon Act. As applicable, during the performance of this Agreement, the Contractor agrees as follows:

All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

Contractors are 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.

Additionally, Contractors are required to pay wages not less than once a week.

21.24. Compliance with the Copeland "Anti-Kickback" Act. As applicable, during the performance of this Agreement, the Contractor agrees as follows:

Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as _____may appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

21.25. Compliance with the Contract Work Hours and Safety Standards Act. As applicable, during the performance of this Agreement, the Contractor agrees as follows:

21.25.1. Overtime requirements. The Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall not require nor 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.

21.25.2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in this section the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, the 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 subsection 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 this section.

21.25.3. Withholding for unpaid wages and liquidated damages. The County 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 this section.

21.25.4. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and 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 this section.

21.26. Rights to Inventions Made under this Agreement. As applicable, if the Contractor is engaged for the performance of experimental, developmental, or research, the Contractor's work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 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 Federal Government.

21.27. Clean Air Act and Federal Water Pollution Control Act. As required by Federal program legislation, the Contractor agrees to comply with the following federal requirements:

21.27.1. Clean Air Act. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. (2)

21.27.1.1. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

21.27.1.2. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

21.27.2. Federal Water Pollution Control Act. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

21.27.2.1. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to The State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

21.27.2.2. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

21.28. Suspension and Debarment. During the performance of this Agreement, the Contractor agrees

as follows:

21.28.1. 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, and will, verify that neither Contractor, its principals (defined at 2 C.F.R. § 180.995), nor 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).

21.28.2. The Contractor will comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

21.28.3. Contractor's certification is a material representation of fact relied upon by the 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 State of Florida, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

21.28.4. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period this Agreement. The Contractor further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

21.29. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). During the performance of this Agreement, the Contractor agrees as follows:

21.29.1. The Contractor certifies to the County that it has not and will not use 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. The required Certification is attached to this Agreement.

21.29.2. Contractor will also ensure that each tier of subcontractor(s) shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures will be forwarded from tier-to-tier up to the County.

21.30. Procurement of Recovered Materials. As required by federal program legislation, Contractor agrees to the following:

21.30.1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule, meeting contract performance requirements, or at a reasonable price.

21.30.2. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

21.30.3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

21.31. Seals, Logos, and Flags. The Contractor shall not use the Federal seal(s), logos, crests, or reproductions of flags or likenesses of federal agency officials without specific pre-approval.

21.32. Compliance with Federal Law, Regulations, and Executive Orders. The Contractor acknowledges that Federal financial assistance will be used to fund the contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, policies, procedures, and directives.

21.33. No Obligation by Federal Government. Contractor acknowledges that 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.

21.34. Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor actions pertaining to this Agreement.

21.35. Access to Records.

21.35.1. The Contractor agrees to provide the State of Florida, the County, the _____ Administrator, _____ 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.

21.35.2. 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.

21.35.3. The Contractor agrees to provide the _____Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

21.35.4. In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the _____ Administrator or the _____ of the United States.

21.36. Contracting with small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms.

21.36.1. Contractor shall comply with 2 C.F.R. § 200.321, “Contracting with small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms.”

21.36.2. If subcontracts are to be let, the Contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are used when possible.

21.37. Change or Modification. To be eligible for federal assistance under a Federal grant or cooperative agreement, the cost of a change, modification, change order, or constructive change must be allowable, allocable, within the scope of the grant or cooperative agreement, and reasonable for the completion of the project scope. Accordingly, the Contractor shall comply with the following:

21.37.1. Without invalidating the Agreement, County reserves and shall have the right, from time to time to make such increases, decreases or other changes in the character or quantity of the work as may be considered necessary or desirable to fully and properly complete the project in a satisfactory manner in accordance with the scope of the Federal grant or cooperative agreement. Any extra or additional work within the scope of this Agreement must be accomplished by means of appropriate Field Orders or Change Orders.

21.37.2. The County shall have the right to approve and issue Field Orders setting forth written interpretations of the intent of the project documents and ordering minor changes in work execution, providing the Field Order involves no change in the Agreement Price or the Agreement Time.

21.37.3. Changes in the quantity or character of the Work or Services within the scope of the Project which are not properly the subject of Field Orders, including all changes resulting in changes in the Agreement Price, or the Agreement Time, shall be authorized only by Change Orders approved in advance and issued in accordance with the provisions of County's Procurement Code, as amended from time to time.

21.38. Remedies. County confirms that it is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Agreement, except to the extent expressly provided otherwise by this Agreement.

21.39. Prohibition on Contracting for Covered Telecommunications Equipment or Services. The County and the Contractor must comply with the Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. 200.216, which prohibits the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Towards that end, the Contractor shall ensure that the Contractor and its subcontractors:

21.39.1. Do not procure or obtain any equipment, system, or service that uses covered telecommunications equipment of services as a substantial or essential component of any system, or as critical technology of any system;

21.39.2. Do not enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as substantial or essential component of any system or as critical technology of any system; or

21.39.3. Do not enter into, extend or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

21.39.4. Additional information, including definitions for this requirement, can be found in FEMA Policy 405-143-1. Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim).

21.40. Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured

products. For purposes of this clause:

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

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

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

21.42. Safeguarding of Sensitive Information and Information Technology Security and Privacy Training. This clause is applicable when the Contractor has access to sensitive information or the Contractor's IT system as defined in the agreement that are used to input, store, process, output and/or transmit sensitive data. If applicable, this clause shall apply to the Contractor, its subcontractors, and Contractor employees (hereafter referred to collectively as "Contractor"). The Contractor shall insert the substance of this clause in all subcontracts.

21.42.1. Definitions. As used in this clause.

21.42.1.1. *Personally Identifiable Information* (PII) means information that can be used to distinguish or trace an individual's identity, such as name, social security number, or biometric records, 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, or mother's maiden name. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. In performing this assessment, it is important for an agency to recognize that non-personally identifiable information can become personally identifiable information whenever additional information is made publicly available—in any medium and from any source—that, combined with other available information, could be used to identify an individual. PII is a subset of sensitive information. Examples of PII include, but are not limited to: name, date of birth, mailing address, telephone number, Social Security number (SSN), email address, zip code, account numbers, certificate/license numbers, vehicle identifiers including license plates, uniform resource locators (URLs), static Internet protocol

addresses, biometric identifiers such as fingerprint, voiceprint, iris scan, photographic facial images, or any other unique identifying number or characteristic, and any information where it is reasonably foreseeable that the information will be linked with other information to identify the individual.

21.42.1.2. *Sensitive Information,* as used in this clause, means any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

21.42.1.2.1. Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Pub. L. 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

21.42.1.2.2. Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, part 1520, as amended, “Policies and Procedures of Safeguarding and Control of SSI,” as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee); information designated as “For Official Use Only,” which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and any information that is designated “sensitive” or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

21.42.1.3. *Information Technology Resources* include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

21.42.2. Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All

Contractor's employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

21.42.3. The Contracting Officer may require the Contractor to prohibit individuals from working on the contract if the Government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

21.42.4. Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those Contractor employees authorized access to sensitive information, the Contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

21.42.5. The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

22. E-Verify Affidavit. In accordance with Section 448.095, Florida Statutes, the County requires all Contractors doing business with the County to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The County will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

23. **Conflict; Agreement Prevails.** In the event of any conflict or ambiguity between the terms and provisions of this Agreement and the terms and provisions of any prior Agreement, the terms and provisions of this Agreement shall control.

24. **Agreement Ratified.** Except as otherwise specifically set forth or modified herein, all terms and pricing in the Agreement are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.

25. **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes.**

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: Victoria L Rogers, 417 WEST MAIN STREET SUITE 214, WAUCHULA, FL 33873, (863)-773-4174, EXT. 7227, CLERKMINUTES@HARDEECLERK.COM

26. Non-Assignability. This Agreement shall not be assignable by Contractor unless such assignment is first approved by the County Manager. The County is relying upon the apparent qualifications and expertise of the Contractor, and such firm's familiarity with the County's area, circumstances and desires.

27. **Severability.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

28. Independent Contractor. The Contractor and its employees, volunteers and agents shall be and remain an independent Contractor and not an agent or employee of the County with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

29. Compliance with Laws. The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.

30. **Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

31. **Survival of Provisions.** Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

32. Prohibition of Contingency Fees. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

33. Public Entity Crimes Affidavit. Contractor shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

34. No Affiliation Foreign Country of Concern. By executing this Agreement and each and every renewal hereof (if renewal is separately provided for herein), pursuant to section 287.138, Florida Statutes, Contractor certifies, represents, and warrants that: (a) it is not owned by the government of a foreign country of concern, (b) a government of a foreign country of concern does not have a "controlling interest" over it, (c) it is not organized under the laws of or has its principal place of business in a foreign country of concern. Notwithstanding anything contained in this Agreement to the contrary, the [Govt] may terminate this Agreement immediately if: (1) Contractor is found to have submitted a false certification regarding (a) – (c) above in accordance with section 287.138, Florida Statutes. Such termination shall be in addition to any and all remedies available to the County at law or in equity.

For purposes of this section, "Foreign Country of Concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic

of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern. For purposes of this section, "Controlling interest" means possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise. A person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or is entitled to 25 percent or more of its profits is presumed to possess a controlling interest.

35. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

36. Scrutinized Companies. By executing this Agreement and each and every renewal (if renewal is separately provided for herein), pursuant to section 287.135, Florida Statutes, Contractor certifies, represents, and warrants that: (a) it is not on the Scrutinized Companies with Activities in Sudan List, (b) it is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, (c) that it does not have business operations in Cuba or Syria, and (d) that it is not participating in a boycott of Israel, and that all such certifications were true at the time it submitted its bid or proposal for this Agreement and as of the effective date of any renewal. Notwithstanding anything contained in this Agreement to the contrary, the County may terminate this Agreement immediately if: (1) Contractor is found to have submitted a false certification regarding (a) – (d) above in accordance with section 287.135(5), Florida Statutes, or (2) Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List as that term is defined and such list is maintained pursuant to Section 287.135, Florida Statutes, or is otherwise engaged in a boycott of Israel. Such termination shall be in addition to any and all remedies available to the County at law.

37. No Issuance of Identification Documents. Pursuant to section 166.246, Florida Statutes, Contractor represents that it does not issue identification documents to individuals who do not provide proof of lawful presence in the United States.

38. Anti-Human Trafficking. By executing this Agreement and each and every renewal hereof (if renewal is separately provided for herein), pursuant to section 787.06, Florida Statutes, Contractor certifies, represents, and warrants that it does not use coercion for labor services, as those terms are defined in section 787.06. Contractor will provide to the County an affidavit signed by an officer or representative of Contractor under penalty of perjury attesting that Contractor does not use coercion for labor or services. Notwithstanding anything contained in this Agreement to the contrary, the County may terminate this Agreement immediately if Contractor is found to have submitted a false attestation. Such termination shall be in addition to any and all remedies available to the County at law or in equity. The affidavit is attached to and incorporated in this Agreement.

39. **Electronic Signatures.** This Agreement may be executed by electronic signature technology and such electronic signature shall act as the Parties' legal signatures on this Agreement and shall be treated in all respects as an original handwritten signature.

40. **Conflicts; Order of Priority.** This document without exhibits is referred to as the "Base Agreement." In the event of a conflict between the terms of this Base Agreement and any exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Services shall apply:

40.1. First Priority: Base Agreement;

40.2. Second Priority: Exhibit A – RFP No. 26-004

40.3. Third Priority: Exhibit B – Fee/Rate Schedule

40.4. Fourth Priority: Exhibit C –

41. Non-Exclusive Agreement. The County reserves the right to procure or acquire similar Services from another Contractor while this Agreement is in full force and effect.

[Remainder of page intentionally left blank. Signature pages follow.]

I**N WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

HARDEE COUNTY

By: _____
Terry Atchley, County Manager

Approved as to form and legal sufficiency:

By: _____
Bryant Miller Olive, P.A.
County Attorney

Addresses for Notice:

Hardee County
Attn: County Manager
412 W. Orange Street, Room 103
Wauchula, FL 33873

863-773-9430 (telephone)
Terry.atchley@hardeecountyfl.gov (email)

With a copy to:
Hardee County
Attn: County Attorney
412 W. Orange Street, Room 103
Wauchula, FL 33873
sjohnston@bmolaw.com

CONSULTANT

By: _____

Name: _____

Title: _____

Entity: _____

Addresses for Notice:

_____
_____
_____
_____

_____
_____

AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES, CONTRACTING WITH FOREIGN ENTITIES OF CONCERN

Instructions: This form must be completed by an officer or representative of an entity entering into, renewing, or extending, a contract with _____, Florida ("_____").

The undersigned, on behalf of _____ ("Contractor"), hereby attests as follows:

A. Contractor, pursuant to Section 287.138, Florida Statues, certifies that (1) Contractor is not owned by a government of a foreign country of concern; (2) a government of a foreign country of concern does not have a "controlling interest" in Contractor, as defined by Section 287.138(1)(a), Florida Statutes; and (3) Contractor is not organized under the laws of nor has its principal place of business in a foreign country of concern.

B. For the purposes of this affidavit, foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.

C. For purposes of this affidavit, controlling interest means possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise. A person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or is entitled to 25 percent or more of its profits is presumed to possess a controlling interest.

D. This Affidavit is executed by the Contractor accordance with Section 287.138, Florida Statutes, for the purposes of preventing the County from entering contracts with foreign entities of concern which would provide Contractor access to an individual's personal identifying information.

I, the undersigned, have been advised that, in addition to criminal penalties for perjury for providing false information on this affidavit, my failure to comply with the requirements of Section 287.138, Florida Statutes may result in civil penalties, prohibition against doing business with any governmental entity of the State of Florida, and the suspension or revocation of all business or professional licenses and certification issued by the State of Florida.

I, the undersigned, hereby represent that I make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of Contractor. Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.

Authorized Signature: _____ Date: _____

Printed Name:_____ Title: _____

STATE OF _____
COUNTY OF _____
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ on behalf of the company/corporation. They ☐ are personally known to me or ☐ have produced _____ as identification.

_____
Signature of Notary Public

_____
Name of Notary Typed, Printed or Stamped
My Commission Expires: _____

Anti-Human Trafficking Affidavit

Instructions: This form must be completed by an officer or representative of an entity entering into, renewing, or extending, a contract with the County.

The undersigned, on behalf of _____ ("Contractor"), hereby attests as follows:

A. Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the County from executing, renewing, or extending a contract to entities that use coercion for labor or services, with such terms defined as follows:

- **"Coercion"** means: **(1)** using or threatening to use physical force against any person; **(2)** restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; **(3)** using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; **(4)** destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; **(5)** causing or threatening to cause financial harm to any person; **(6)** enticing or luring any person by fraud or deceit; or **(7)** providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.
- **"Labor"** means work of economic or financial value.
- **"Services"** means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.

B. Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, hereby represent that I make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of Vendor. **Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.**

Authorized Signature: _____ Date: _____

Printed Name:_____ Title: _____

STATE OF _____
COUNTY OF _____
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ on behalf of the company/corporation. They ☐ are personally known to me or ☐ have produced _____ as identification.

_____
Signature of Notary Public

_____
Name of Notary Typed, Printed or Stamped
My Commission Expires: _____

AFFIDAVIT OF PUBLICATION

The Herald-Advocate

Published Weekly at Wauchula, Florida

STATE OF FLORIDA,
COUNTY OF HARDEE

Before the undersigned authority personally appeared Kim Dacus who on oath says he is the Secretary of The Herald-Advocate, a newspaper published at Wauchula, in Hardee County, Florida; that the attached copy of advertisement, being a Request for Proposals, No. 26-004 in the matter of Yard Waste & Stump Grinding Svc. in the _____ Court, was published in said newspaper in the issues of January 29, 2026

Affiant further says that the said Herald-Advocate is a newspaper published at Wauchula, in said Hardee County, Florida, and that the said newspaper has heretofore been continuously published in said Hardee County, Florida, each week and has been entered as periodicals matter at the post office in Wauchula, in said Hardee County, Florida, for a period of one year next preceding the publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.
Affiant further says the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Kim Dacus

Sworn to and subscribed before me this 29 day of January A.D. 2026.

Michael R Kelly
Notary Public

My Commission Expires Nov. 9, 2029.

MICHAEL R. KELLY
MY COMMISSION # HH 727009
EXPIRES: November 9, 2029

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS YARD WASTE AND STUMP GRINDING SERVICES AT THE HARDEE COUNTY LANDFILL RFP NO. 26-004

Request for Proposals

Notice is hereby given that the Hardee County Board of County Commissioners (County) is soliciting sealed proposals from qualified and experienced contractors to provide Yard Waste and Stump Grinding Services at the Hardee County Landfill, located at 685 Airport Road, Wauchula, Florida 33873.

The purpose of this Request for Proposals (RFP) is to obtain proposals from properly licensed contractors with demonstrated experience in processing yard trash, land-clearing debris, clean wood waste, and stump grinding services, in accordance with the requirements set forth in RFP No. 26-004.

Proposals must be submitted electronically through DemandStar and received no later than 2:00 p.m. (local time) on Thursday, February 26, 2026. Proposals received after this deadline will not be accepted under any circumstances. Submission by facsimile or email will not be accepted.

A public proposal opening will occur at or after 2:00 p.m. on February 26, 2026, in the Capital Projects Conference Room, located at 205 Hanchey Road, Wauchula, Florida 33873, and will also be available via Microsoft Teams (Meeting ID: 228 420 399 743 77, Passcode: Zs7ss3LV) as identified in the RFP..

The County reserves the right to reject any or all responses, to waive any or all non-material irregularities and technicalities to re-advertise for RFPs, with or without changes in the scope of work, to award in whole or in part to one or more Respondents or take any other such actions that may be deemed to be in the best interest of County.

This RFP is available on DemandStar, by email or hardcopy. To request a hard copy, contact:

Colton English, Procurement Manager
Tel. No.: 863-773-5014 / Fax No.: 863-773-0322
Email: bids@hardeecountyfl.gov

Evaluation Committee Meeting Proposals will be evaluated in accordance with the criteria and procedures outlined in the RFP. An Evaluation Committee Meeting is scheduled for March 13, 2026, at 3:00 p.m., subject to change as provided in the RFP.

QUESTIONS: Any questions or requests for clarifications concerning this RFP shall be submitted in writing by facsimile or E-mail and directed to Colton English, Procurement Manager, Procurement Department, 205 Hanchey Road, Wauchula, FL, 33873; By Fax number 863-773-0322; or E-mail address: bids@hardeecountyfl.gov. The following shall be referenced on all correspondence and in the subject section of the email, "Request for Proposal No. 26-004: Yard Waste and Stump Grinding Services at the Hardee County Landfill." **All questions must be received no later than February 13, 2026, @ 3:00 p.m.** All responses to questions/clarifications, if deemed necessary by the County, will be sent to all prospective Respondents either electronically, in writing, by mail, by facsimile or in the form of an addendum, if applicable. No questions will be received verbally, and/or, after the deadline.

1:29c

HARDEE COUNTY
PUBLIC WORKS DIVISION
205 Hanchey Road
Wauchula, FL 33873

REQUEST FOR PROPOSALS (RFP)

REQUEST FOR PROPOSALS FOR
"Yard Waste and Stump Grinding Services at the Hardee County Landfill."

RFP NO. 26-004

Hardee County
FLORIDA

Deadline for Submittal and Opening Date/Time:
02/26/2026 @ 2:00 p.m.

Submit To: Colton English, Procurement Manager
Procurement Department
205 Hanchey Road
Wauchula, FL 33873

Date published: **January 29, 2026**

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SECTION	CONTENT
1	Introduction
2	Information for Respondents & Schedule of Events
3	Scope of Services
4	Submittal Requirements
5	Evaluation Criteria & Process
6	General Terms & Conditions
7	Special Conditions
8	Forms
9	Draft Services Contract

SECTION 1. INTRODUCTION

Hardee County, Florida (hereinafter the "County") is issuing this Request for Proposals ("RFP") seeking qualified contractors to provide Yard Waste and Stump Grinding Services at the Hardee County Landfill. The purpose of this RFP is to obtain proposals from experienced and properly licensed contractors to process yard trash, land clearing debris, and clean wood waste accumulated at the County's Solid Waste Facility located at 685 Airport Road, Wauchula, Florida 33873, as further outlined herein.

Contractors submitting responding proposals must have demonstrated expertise and experience in yard waste processing, stump grinding and related debris management services. These services shall include but are not limited to those services described in Section 3, Scope of Services. The selected contractor shall demonstrate specific experience and capabilities in performing comparable quantities of material processing and must employ personnel qualified through training and experience in grinding operations, equipment operation and safety compliance, as further explained below. Contractors should have the in-house capability to perform all required services; however, subcontracting for specialized support services may be considered if fully disclosed in the proposal and subject to County approval.

The selected **c**ontractor will be responsible for furnishing all labor, materials, equipment, and supervision necessary to grind and process the debris into mulch in compliance with applicable environmental and safety regulations. The County may also utilize the selected Contractor to perform similar grinding and debris reduction services during emergency or disaster recovery operations consistent with FEMA guidelines.

Any questions or requests for clarifications concerning this RFP shall be submitted in writing by facsimile or E-mail and directed to Colton English, Procurement Department, 205 Hanchey Road, Wauchula, FL, 33873; By Fax number 863-773-0322; or E-mail address: bids@hardeecountyfl.gov. The following shall be referenced on all correspondence and in the subject section of the email, "Request for Proposals No. 26-004: Yard Waste and Stump Grinding Services at the Hardee County Landfill." **All questions must be received no later than February 13, 2026, @ 3:00 p.m.** All responses to questions/clarifications, if deemed necessary by the County, will be sent to all respondents either electronically, in writing, by mail, by facsimile or in the form of an addendum, if applicable. No questions will be received verbally, and/or after the deadline.

Persons with disabilities requiring reasonable accommodations to participate in the above proceedings/event should call (863) 773-5014, no later than seven (7) days prior to the proceeding.

COMMUNICATION PROHIBITION

Respondents to this RFP and any prospective respondents shall not contact, communicate with or discuss any matter relating in any way to this solicitation with any member of the Board of County Commissioners of Hardee County or any County employee other than the individual(s) identified as the contact person/s on the cover page and Introduction above. This prohibition begins with the issuance of the RFP and ends upon execution of a contract. This prohibition shall be considered lifted during any publicly noticed meetings. Any such communication initiated by a respondent or prospective respondent shall be grounds for disqualification from consideration for this solicitation award or execution of a contract.

SECTION 2. INFORMATION FOR RESPONDENTS

The County is soliciting proposals for the services described herein. Respondents who do not provide the information requested or who fail to meet the minimum qualification criteria shall be disqualified from further consideration. This RFP is divided into the following nine (9) sections:

1. Introduction
2. Information for Respondents & Schedule
3. Scope of Services
4. Submittal Requirements
5. Evaluation Criteria & Procedures
6. General Terms and Conditions
7. Special Conditions
8. Forms
9. Draft Services Contract

SCHEDULE OF EVENTS

The schedule of events, relative to this procurement, shall be as follows. The County reserves the right to delay or modify the scheduled dates and to provide notice to all Respondents.

No.	Event	Date	Time (EST)
1	Advertisement/ Distribution of RFP	01/29/2026	09:00 a.m.
2	Closing Date for Respondent Questions	02/13/2026	3:00 p.m.
3	County Answers to Questions by Respondents	02/20/2026	3:00 p.m.
4	Responses Due	02/26/2026	2:00 p.m.
5	Proposal Opening – Capital Projects Conference Room, 205 Hanchey Road, Wauchula, Fl. 33873	02/26/2026	2:00pm or immediately thereafter
6	Evaluation Committee Meeting – Capital Projects Conference Room, 205 Hanchey Road, Wauchula, Fl. 33873	03/13/2026	3:00 p.m.
7	*If required:* Oral Presentations by Short Listed Respondents	*TBD *If required*	
8	County Manager Issues Recommendation to Board of County Commissioners	TBD	TBD
9	BOCC Meeting to Approve Recommendation and Award	TBD	TBD

This RFP is available online through DemandStar, by email or hardcopy upon request. To request a hard copy, contact:

Colton English, Procurement Manager
Email: bids@hardeecountyfl.gov
Tel. No.: 863-773-5014 / Fax No.: 863-773-0322

RFP responses shall be submitted electronically through DemandStar no later than 2:00 p.m. local time on Thursday, February 26, 2026. A public opening will take place at or after 2:00 p.m. in the County's Capital Projects Division conference room located at 205 Hanchey Road, Wauchula, Florida 33873 on the same date above and will also be available online via a Microsoft Teams meeting link **(Meeting ID: 228 420 399 743 77, Passcode: ZS7ss3LV)**. A submittal by facsimile or electronic mail (email) will not be accepted. **Any response received after @ 2:00 p.m. local time on said date shall not be accepted under any circumstances.**

Any uncertainty regarding the time an RFP response is received will be resolved against the Respondent.

The County reserves the right to reject any or all responses, to waive any or all non-material irregularities and technicalities to re-advertise for RFPs, with or without changes in the scope of work, to award in whole or in part to one or more respondents or take any other such actions that may be deemed to be in the best interest of County.

Persons with disabilities requiring reasonable accommodations to participate in any of the above proceedings/event should call (863) 773-5014, no later than seven (7) days prior to the proceeding.

SECTION 3. SCOPE OF SERVICES

The County seeks proposals from qualified and experienced Contractors to provide waste removal and stump grinding services in Hardee County and deliver to the Hardee County Landfill located at 685 Airport Road, Wauchula, Florida 33873. A qualified and experienced Contractor must demonstrate a minimum of three (3) years of experience in processing at least 40,000 cubic yards of material annually.

Contract Terms

The initial contract term is for three (3) years, and, at the COUNTY'S option, there are two (2) one-year (1-year) renewal terms for a maximum of five (5) years.

Services

The Contractor shall furnish all materials, equipment, permits and labor required to perform the waste removal and/or grinding services necessary, including processing yard trash, land clearing, debris removal, stump grinding and converting wood waste into mulch. The Contractor shall be responsible for performing all the requirements of this scope of services, provide all related professional technical services and act as directed by the County. The services may also include but are not limited, preparedness, response, recovery and mitigation phases of any natural or manmade disaster or emergency declared by the United States Federal Government, the State of Florida or Hardee County, if requested.

The service is anticipated to be required approximately two (2) times per fiscal year; however, this estimate is provided for planning purposes only and does not represent a minimum or maximum commitment. The COUNTY may request the service more or less frequently, including additional service occurrences as needed, at the COUNTY's discretion and in accordance with the contract.

Performance Requirements

Upon written request for services by the County, other than disaster or emergency services, the Contractor shall mobilize as instructed within thirty (30) days and complete assigned services within three (3) weeks of mobilization, unless extended by written mutual agreement. The Contractor shall complete all work efficiently, providing all personnel, supervision, and materials necessary for completion. The Contractor shall supervise and direct the work, using skilled labor and proper equipment. All services provided by the Contractor, shall include operations and management, logistical support, and technical assistance. The Contractor shall pay for all costs associated with the performance of this agreement, including but not limited to materials, personnel, taxes and fees.

Technical Requirements

The Contractor shall conduct operations so as not to interfere with the County's ongoing solid waste operations. Ninety-five percent (95%) of the processed product shall not exceed four (4) inches in length and one-half (½) inch in diameter. The Contractor shall maintain consistent, measurable piles or rows for verification of cubic yard volumes. The Contractor shall invoice only for quantities jointly measured and agreed upon by the County and Contractor.

Licensing and Permitting Requirements

The Contractor shall possess and maintain all permits, licenses, and registrations required by the Florida Department of Environmental Protection (DEP), including compliance with Florida Administrative Code Chapter 62-701 and all local solid waste handling regulations. Copies of current permits shall be submitted to the County prior to commencement of work. Subcontractors shall also maintain required authorizations.

Regulatory Compliance

The Contractor shall comply with all applicable federal, state, and local regulations, including but not limited to OSHA, EPA, and DEP standards. The Contractor's work shall conform to FEMA Public Assistance Program and Policy Guide requirements to maintain eligibility for reimbursement of services in the event of a federally declared disaster.

Safety and Environmental Protection

The Contractor shall be responsible for the safety of the Contractor's personnel and equipment. The Contractor shall submit a comprehensive "Site Safety and Environmental Plan" prior to mobilization following any County mobilization notice. This plan shall address equipment operations, worker protection, spill containment, dust and odor control and fire prevention. The Contractor shall be responsible for environmental compliance and for immediate notification to the County of any release, spill, or violation of environmental law.

Insurance and Indemnification

The Contractor shall maintain insurance coverage at all times during the term of this Agreement, including, but not limited to: Workers' Compensation Insurance as required by Florida law, with Employers' Liability limits of $500,000 per accident, $1,000,000 disease aggregate, and $500,000 disease per employee; Commercial General Liability Insurance with minimum limits of $1,000,000 per occurrence and $2,000,000 general aggregate; and Business Automobile Liability Insurance with minimum limits of $1,000,000 combined single limit per accident for owned, non-owned, and hired vehicles. Proof of insurance shall be provided to the County prior to commencing work.

The Contractor shall indemnify, defend and hold harmless the County, its officials, agents, and employees from and against any and all claims, damages, losses, and expenses arising out of or resulting from the Contractor's operations or performance under this Scope of Services.

Reporting and Documentation

The Contractor shall maintain daily operational logs including quantities processed, dates of operation, equipment used, and conditions observed. Logs and records shall be made available for inspection by the County or FEMA representatives immediately upon request. All documentation shall be maintained in compliance with applicable record retention and audit requirements pursuant to applicable local, State and Federal laws.

Non-Discrimination and Drug-Free Workplace

The Contractor shall comply with all applicable Equal Employment Opportunity laws and maintain a drug-free workplace consistent with Florida Statutes §440.102. Discrimination based

on race, color, religion, sex, national origin, age, or disability is prohibited. The Contractor shall include this clause in all subcontracts.

Emergency and Disaster Response Utilization

The Contractor may be requested to perform services during emergency or disaster recovery events. All services provided under such circumstances shall comply with FEMA requirements and documenting standards to ensure the County's eligibility for federal cost recovery.

If a disaster occurs or is imminent, the County may contact the Contractor to advise of the County's intent to activate disaster services under this agreement. In case of a disaster, the Contractor may be required to send an operations manager to the County within twenty-four (24) hours to begin planning and coordinate mobilization. The Contractor shall safely mobilize sufficient work crews to complete the services identified by the County. The Contractor will commence performance as outlined in a work-order, generally within the first twenty-four hours following landfall of a hurricane, event or other disaster.

SECTION 4. SUBMITTAL REQUIREMENTS AND INSTRUCTIONS

All responses to this RFP must be received by February 26, 2026, at 2:00 p.m. electronically via DemandStar E-bidding upload. Responses received after this due date and time will not be considered. Immediately following the deadline for receipt of the proposals, all responses received will be publicly opened and read aloud.

Immediately following the deadline for receipt of the Proposals, all Responses received will be publicly opened, and only the names of the Respondents will be read aloud; no evaluation or pricing information will be disclosed at that time.

In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that the responses be organized in the manner specified. Failure to do so may deem a submitted response as non-responsive. The following information and documents, as well as the manner and order specified below are required for the responses. Failure to provide the information as requested may cause the response to be deemed nonresponsive.

No Proposals will be accepted after closing time for receipt of Proposals, nor will any offers by telephone, fax or internet e-mail be accepted.

Format and Preparation

The following paragraphs detail the instructions and order to be followed in preparing a proposal in response to this RFP. **If the proposal fails to include any of the required information or fails to present the information in the specified order, the County reserves the right to reject any proposal as non-responsive, in its sole and absolute discretion.**

(a) Respondents shall submit their proposal online via DemandStar E-bidding upload. All proposals must be received by the due date and time. Proposals must be received in the location and before the time and date on the solicitation cover sheet. Responses received after the due date and time will not be considered.

(b) Each part of the proposal should be clearly labeled and tabbed for easy reference. The proposal shall be submitted in a PDF document on letter size, 8 ½" by 11" format.

(c) To aid in the timely, effective review of all proposals, it is required that each respondent closely follow the content requirements provided below.

(d) Proposals shall include a "Table of Contents" identifying the page numbers of where to find the various sections included in the proposal. Failure by a respondent to respond to any of the following requirements may be a basis for elimination from consideration during the evaluation.

In addition to requirements stated in this RFP, the respondent shall submit a responsive proposal that includes all of the following information, appropriately tabbed, in the order provided for below.

(a) TAB A: COVER LETTER, TABLE OF CONTENTS

Provide a cover letter no longer than two (2) pages in length, signed by an authorized representative of the respondent summarizing the understanding of the work to be performed, the commitment to perform the work, a statement why the respondent believes itself to be best qualified to perform the engagement, and a statement that the response remains in effect for three hundred and sixty-five (365) days. An authorized agent of the respondent must sign a "Letter of Transmittal" indicating the agent's title and/or authority, the name of the contracting agent and

primary contact person, his/her title, address, phone number, fax number and email address. A table of contents should follow the cover letter.

(b) TAB B: QUALIFICATIONS, EXPERIENCE AND BACKGROUND– (25 POINTS)

Evaluation of the respondent will include an assessment of such items as the history of your company, financial information and professional experience as it is related to the requirements within this RFP as outlined below

1. Provide a detailed description of the respondent's knowledge, expertise, and capabilities as they relate to each phase outlined in the scope of work.

Demonstrate a working knowledge of the issues and challenges associated with inter-agency coordination, stakeholder and community involvement as it relates to the scope of work. Demonstrate experience in implemented billing practices and procedures per government accounting specifications.

2. Provide the number of years in business.

3. Provide the number of full time employees.

4. Provide the volume of work during the last five (5) calendar years.

5. Provide a list of current relevant clients including client name, address, contact person, telephone number, e-mail, project start and end date as well as a project description, actual or capitalized billing size, areas of service and length of relationship. Note clients who may be contacted. References should be for similar or related projects.

6. Provide a minimum of three (3) references for similar work. Preference will be given to respondents with government experience. Provide a list and brief description of similar contracts of similar size, with location, dates of contract service, contact name, phone number, type of services provided, and address of proprietor(s). Respondent is responsible for verifying correct phone numbers and contact information. Failure to provide accurate data may result in the reference not being considered.

7. Respondent must be authorized to transact business in the State of Florida.

8. Respondent must provide a statement whether the respondent is local, national, or international. Include the company's profile.

9. If applicable, include documentation of headquarters or offices located in Hardee County and the amount of time the firm has been at said location/s.

10. If applicable, include evidence as a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act.

(c) TAB C: EXPERIENCE AND QUALIFICATIONS OF ASSIGNED STAFF (25 POINTS)

Present the staffing plan, identify the project manager, key project team members and/or subconsultants. Only include personnel who will be working on the project. Give a brief resume of key persons to be assigned to the project including, but not limited to:

1. Name and title
2. Percentage of time to be assigned full time to this project
3. How many years with this firm
4. How many years with other firms
5. Experience with similar types of projects:
6. What were the specific project involvements
7. Education and Certifications

8. Active registration

9. Other experience and qualifications that are relevant to this project

(d) TAB D: APPROACH TO SCOPE OF WORK (25 POINTS)

The respondent should present their approach to delivering the services outlined in the scope of work for the project. Knowledge of the County and outline any past experience working with the County, municipalities, other state and local government entities and other entities of a similar size and scope. State your project management plan, firm's interpretation of scope, and method of approach. Define personnel, consultants, and resources, available to meet the requirements.

Provide information regarding any proposed innovative concepts that may enhance value and quality, any favorable cost containment approaches or additional or alternative ideas that may be successful if implemented.

(e) **TAB E: EXCEPTIONS – (NO POINTS)**

Exceptions are strongly discouraged and may not be accepted. Exceptions to, or variances from, any portion of this RFP, shall not be considered unless the Respondent specifically identifies them in TAB E of its proposal.

(f) **TAB F: ATTACHMENTS – PRICE PROPOSAL (25 POINTS)**

The respondent shall attach all fully completed and executed RFP Forms for Submittal:

Form 1: Proposal Checklist

Form 2: Company Qualifications Questionnaire

Form 3: Certificate of Authority (Complete one of the two forms as applicable)

Form 3A: Certificate of Authority (for Corporations or Partnerships)

Form 3B: Certificate of Authority (for Individuals)

Form 4: Acknowledgment of Addenda

Form 5: Single Execution Affidavit - General Contracts Affidavit (*contains all affidavits listed below*)

- Americans with Disabilities Act Compliance Affidavit
- Public Entity Crimes Affidavit
- No Conflict of Interest or Contingent Fee/Anti-Kickback/Code of Ethics Affidavit
- Business Entity Affidavit
- Non-Collusion/Anti-Collusion Affidavit
- Scrutinized Companies Affidavit
- Acknowledgment, Warranty, and Acceptance
- Ownership Disclosure Affidavit
- Truth in Negotiation Certificate (If applicable)
- Prohibition on Contingent Fees
- Foreign Country of Concern
- E-Verify Affidavit
- Anti-Human Trafficking Affidavit
- Drug-Free Workplace Affidavit
- SCOP/SCRAP FDOT

Form 6: Single Execution Affidavits-Federal Aid Affidavit (*contains all affidavits listed below*)

- Disadvantaged Business Enterprise

- Affirmative Action Compliance
- Certification of Independent Price Determination
- Certification of Non-Segregated Facilities
- Certification for Disclosure of Lobbying Activities on Federal Aid Contracts (Compliance with 49 CFR, §20.100(b))
- ARPA Compliance

Form 7: Dispute Disclosure

Form 8: Key Staff and Proposed Subcontractors

Form 9: Reference Letters

Form 10: IRS Form W-9

Form 11: Proof of Required Insurance

Form 12: Bid Security/Bid Bond (unless waived)

Form 13: Performance Bond/Payment Bond (unless waived)

Form 14: Price Proposal - The price proposal shall include all costs and expenses including the proposed staffing plan, expected hours and staffing costs. The Proposer shall provide the hourly rates, and any rates for additional services. The prices and rates shall be all inclusive of labor, equipment, maintenance, fuel, delivery costs, travel time, per diem and any other travel or miscellaneous expenses.

SECTION 5. EVALUATION CRITERIA & PROCESS

The County shall be the sole judge of its best interests in evaluating responsive proposals deemed most advantageous to the County and the resulting agreement to be entered into between the County and awarded Contractor. The County Manager shall select and appoint an committee to evaluate responsive proposals ("Evaluation Committee").

The award of an agreement shall be made to the respondent whose proposal is determined to be most qualified and advantageous to the County. Proposals will be evaluated according to the following criteria and respective weight.

CRITERIA	MAXIMUM POINTS
Firm Qualifications (Qualifications of the firm; number of years firm has been in business; reference/past performance; current workloads	**25**
Experience and Qualification of Assigned Staff (Adequacy of staffing plan, staff's experience, qualifications and technical capabilities)	**25**
Approach to Scope of Work (Understanding the scope of work and knowledge of the County and surrounding area, ability to comply with the full scope of work, method of approach)	**25**
Price Proposal	**25**
TOTAL POINTS	**100 POINTS**

Identical Tie Proposals

In the event that two or more responses are identical in price, qualifications, experience, and evaluation criteria set forth above, preference will be given to businesses certified as a minority Business Enterprise as defined by the Florida Small and Minority Business Assistance Act.

Evaluation Process

Staff Level Review for Compliance with Minimum Requirements. A member of County staff shall review and evaluate the responses submitted to ensure the minimum requirements of the RFP have been met. The County Manager or designee may reject those responses as non-responsive if the minimum requirements of the RFP are not met.

Evaluation Committee Review. The County Manager will appoint the Evaluation Committee to review and evaluate the responsive responses during a virtual public meeting (**Meeting ID: 237 526 819 118 4, Passcode: zp7BQ2d7**). The Committee reserves the right to request additional information or seek clarifications as deemed necessary. Failure to comply with any mandatory requirements may disqualify a response. The Committee reserves the right to conduct interviews or require presentations prior to ranking the firms. The Committee shall select in order of preference and rank the firm(s) it deems the most highly qualified to perform the required services using evaluation factors including, but not limited to, the criteria set forth above.

Oral Presentations (if requested by Evaluation Committee). The Evaluation Committee may call the short-listed respondents for oral presentations before the Evaluation Committee regarding their responsive proposal, approach to the services, and ability to furnish the required services. Additional details on the oral presentations may be provided to the short-listed respondents. The County will notify the respondents where the oral presentations, if any, will be conducted.

Recommendation to Board of County Commissioners. After ranking the respondents deemed qualified by the Evaluation Committee, the County Manager will present a recommendation to the Board of County Commissioners ("BOCC") with the Evaluation Committee's rankings and recommendations for consideration by the BOCC and the County Manager's recommendation for award or rejection of all Responses for approval at a BOCC meeting.

BOCC Meeting to Select Consultant(s). The BOCC may select the respondent(s) that it determines are the most qualified, taking into consideration all aspects of the respondent's proposal. The BOCC shall have the final authority to select the respondent(s) and award the Agreement(s).

Pursuant to section 287.05701, Florida Statutes, as may be amended, the County may not request documentation of or consider any of Contractor's social, political, or ideological interests when determining if Contractor is a responsible Contractor, nor may the County give preference to any Contractor based on Contractor's social, political, or ideological beliefs.

The County reserves the right to reject any or all responses which is in any way incomplete, irregular or rebid the entire solicitation or enter into agreements with more than one respondent.

SECTION 6. GENERAL TERMS AND CONDITIONS

1. **ADDENDA.** If the County finds it necessary to add to, or amend this RFP prior to the response submittal deadline above, the County will issue written addenda/addendum. Each respondent must acknowledge receipt of each addendum by signing the acknowledgement (Form 4) and providing it with its response.

2. **REPRESENTATIONS.** It is the responsibility of each respondent before submitting a proposal to:

   A. Examine and carefully study the proposal documents, and any data and reference items identified in the proposal documents;
   B. Become familiar with and satisfy itself as to all laws and regulations that may affect cost, progress, and performance of the services;
   C. Agree that at the time of submitting its proposal no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its proposal for performance of the Work at the price proposal and within the times required, and in accordance with the other terms and conditions of the proposal documents;
   D. Promptly give the County written notice of all conflicts, errors, ambiguities, or discrepancies that respondent discovers in the proposal documents and confirm that the written resolution thereof by the County is acceptable to respondent ;
   E. Determine that the Proposal Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the services; and
   F. Agree that the submission of a proposal will constitute an incontrovertible representation by respondent that it has complied with every requirement of the proposal documents, that without exception the responsive proposal and all prices in the proposal are premised upon performing and furnishing the Work required by the proposal documents and that the documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance of the services.

3. **ECONOMY OF PREPARATION.** Responses should be prepared simply and economically, providing a straightforward, concise description of the respondents' ability to fulfill the requirements of this RFP.

4. **COMMUNICATION PROHIBITION.** Respondents and any prospective respondents shall not contact, communicate with or discuss any matter relating in any way to this solicitation with any member of the Board of County Commissioners of Hardee County, any County employee other than the individual identified as the contact person/s on the cover page and introduction. The prohibition begins with the issuance of RFP and ends upon execution of a contract. Any such communication initiated by a respondent or prospective respondent shall be grounds for disqualification from consideration for this solicitation award or execution of a contract.

5. **INTERVIEWS.** The County reserves the right to short list respondents and conduct interviews or require presentations by any or all respondents prior to ranking, or at any time during the evaluation process, or at the BOCC's Meeting where ranking and award is made.

6. **RESPONSES BINDING.** All responses submitted shall be binding upon the respondent for 365 calendar days following opening.

7. **RESPONSE DISCLOSURE.** Upon opening, responses become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes, to the extent applicable. Respondents are required to identify specifically any information contained in their response which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. All responses received from respondents in response to this RFP will become the property of the County and will not be returned to the respondents. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the County.

8. **RESPONSE WITHDRAWAL.** Respondents may withdraw their responses by notifying the County in writing at any time prior to the scheduled opening. Respondents may withdraw their responses in person or through an authorized representative. Respondents and authorized representatives must disclose their identity and provide written receipt for the returned responses. Responses, once opened, become the property of the County and will not be returned to the respondents.

9. **RETENTION OF RESPONSE.** The County reserves the right to retain all responses submitted and use any ideas contained in any response, regardless of whether that respondent is selected.

10. **REQUESTS FOR INFORMATION/CLARIFICATION.** The County, independently or upon request, may furnish additional information related to this RFP so as to clarify any provision contained herein and/or to facilitate responses. The County has made efforts to provide accurate and complete information in this RFP. The County shall not be penalized in any way for the lack of any information deemed necessary by any responding firm. Accuracy of this data is not guaranteed. It is the sole responsibility of respondents to assure that they have all information necessary for submission of their responses. Any and all questions or requests for information or clarification pertaining to this RFP must be made in writing via email prior to deadline indicated in Section 2, of this RFP**.**

11. **IRREGULARITIES & RESERVATION OF RIGHTS.** Responses will be selected at the sole discretion of the County. The County reserves the right to waive any irregularities in the request process, to reject any or all responses, reject a response which is in any way incomplete or irregular, re-bid the entire solicitation or enter into agreements with more than one respondent. Responses received after the deadline provided in this RFP will not be considered.
    A. The County reserves the right to award one or more contract(s) to the respondent who will best serve the interests of the County and whose responses are considered by the County to be the most responsive and qualified, meeting the requirements and criteria set forth in this RFP. Notwithstanding, the County may, at its sole discretion, reject all responses and cancel the solicitation, in which case no award will be made.
    B. The County reserves the right to accept or reject any or all responses, based upon its deliberations and opinions. In making such determination, the County reserves the right to investigate the financial capability, integrity, experience, and quality of performance of each respondent, including officers, principals, senior management and supervisors, as well as the staff identified in the response.
    C. Respondents shall furnish additional information as the County may require. This includes information that indicates financial resources as well as ability to provide the requisite services. The County reserves the right to make investigations of the qualifications of the respondent as it deems appropriate, including but not limited to background investigations and checking of references.

12. **RESPONSE/PRESENTATION COSTS.** The County shall not be liable for any costs, fees, or expenses incurred by any respondent in responding to this RFP, nor subsequent inquiries or presentations relating to its response.

13. **LATE SUBMISSIONS.** Responses received by the County after the time specified for receipt will not be considered. They will be marked "LATE" and returned unopened. Responses received after the closing time and date, for any reason whatsoever, will not be considered. Any disputes regarding timely receipt of responses shall be decided in the favor of the County. Respondents shall assume full responsibility for timely delivery at the location designated for receipt of responses. The County shall not be responsible for responses received after the submittal deadline and encourages early submittal.

14. **COMPLETENESS.** All information required by this RFP must be supplied to constitute an acceptable and complete response.

15. **PERMITS, TAXES, LICENSES.** The respondent shall, at its own expense, obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, state and federal laws, rules, regulations, and professional standards that would apply to this contract.

16. **LAWS, ORDINANCES.** The respondent shall observe and comply with all federal, state, and local laws, including ordinances, rules, regulations, and professional standards that would apply to the contract.

17. **APPROPRIATIONS CLAUSE.** By submitting a responsive proposal, the respondent certifies that he/she understands that the County, an entity of government, is subject to the appropriation of funds by its legislative body in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of this contract for each and every fiscal year following the fiscal year in which this contract is executed and entered into and for which this contract will remain in effect. The County will, upon receipt of notice that sufficient funds are not available to continue its full and faithful performance of this contract, provide written notice to the consultant of such event within thirty (30) days and, be thereafter released at all further obligations in any way related to the contract.

18. **NO CONSIDERATION OF RESPONDENTS, SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS.** Pursuant to section 287.05701, Florida Statutes, as may be amended, the County may not request documentation of or consider any of respondent's social, political, or ideological interests when determining if respondent is a responsible Respondent, nor may the County give preference to respondent based on respondent's social, political, or ideological beliefs

19. **IDENTIFICATION CARD**. Respondent agrees that it does not and will not, nor will it allow a subcontractor to, use any funds from the County for the purpose of issuing an identification card or document to any individual who does not provide proof of lawful presence in the United States.

20. **MINORITY BUSINESS ENTERPRISE.** In accordance with the provisions of Title VI of the Civil Rights Act of 1964 and Title 15, Part 8 of the Code of Federal Regulations, the County hereby notifies all prospective respondents that they will affirmatively ensure minority business enterprises will be afforded full opportunity to participate in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award of contract.

21. **DISABILITY.** The County does not discriminate upon the basis of any individual's disability status. Anyone requiring reasonable accommodation for the public meetings specified herein

(i.e. Information Conference or Proposal Opening), should contact the person named in Section 1 of this document at least seven (7) days in advance of the activity to request accommodations.

22. **NON-DISCRIMINATION.** The contract awarded as a result of this RFP will be awarded without discrimination based on race, color, religion, age, sex, sexual preference, or national origin, in full compliance with the applicable state and federal law. In accordance with section 287.134, F.S., Respondents certify that they have not been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services.

23. **COMMON CARRIER.** The respondent attests that it is not willfully providing and will not willfully provide any service during the contract term in furtherance of transporting a person into this state knowing that the person is an "Unauthorized Alien", as that term is defined in section 908.111(1)(d), Florida Statutes, except to facilitate the detention, removal, or departure of the person from the State of Florida or the United States. Respondent must complete Florida Department of Management Services Form PUR 1808, Common Carrier or Contracted Carrier Attestation Form, incorporated by reference into rule 60A-1.020, F.A.C., and submit the completed form to the County. Notwithstanding anything contained in this RFP to the contrary, the County may immediately terminate any agreement for cause if respondent fails to make its attestation or is found in violation of its attestation. Such termination shall be in addition to any and all remedies available to the County at law or in equity.

24. **UNAUTHORIZED ALIENS.** The County will consider the employment by the respondent of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act. Such violation will be cause for unilateral termination of this Contract.

25. **ANTI-HUMAN TRAFFICKING.** By executing an agreement pursuant to this RFP and each and every renewal, pursuant to section 787.06, Florida Statutes, respondent certifies, represents, and warrants that it does not use coercion for labor services, as those terms are defined in section 787.06. Respondent will provide to the County an affidavit signed by an officer or representative of respondent under penalty of perjury attesting that respondent does not use coercion for labor or services. Notwithstanding anything contained in this RFP to the contrary, the County may terminate any agreement immediately if respondent is found to have submitted a false attestation. Such termination shall be in addition to any and all remedies available to the County at law or in equity. The affidavit is attached to and incorporated in this RFP and any response.

26. **ELECTRONIC SIGNATURE.** A response to this RFP or subsequent agreement may be executed by electronic signature technology and such electronic signature shall act as the parties' legal signatures and shall be treated in all respects as an original handwritten signature.

27. **PERSONAL IDENTIFYING INFORMATION.** By executing an agreement in response to this RFP and each and every renewal thereof pursuant to section 287.138, Florida Statutes, respondent certifies, represents, and warrants that: (a) it is not owned by the government of a foreign country of concern, (b) a government of a foreign country of concern does not have a "controlling interest" over it, (c) it is not organized under the laws of or has its principal place of business in a foreign country of concern. Notwithstanding anything contained in this RFP to the contrary, the County may terminate any agreement immediately if: (1) respondent is found to have submitted a false certification regarding (a) – (c) above in accordance with section 287.138, Florida Statutes. Such termination shall be in addition to any and all remedies available to the County at law or in equity.

For purposes of this section, “Foreign Country of Concern” means the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.

For purposes of this section, “Controlling interest” means possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise. A person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or is entitled to 25 percent or more of its profits is presumed to possess a controlling interest.

28. **TERMINATION.** Termination of an agreement may be in whole or in part by the County at any time and for any reason in accordance with this clause, whenever the County determines, in its sole discretion, that such termination is in the best interests of the County. A “Notice of Termination” will be effective if delivered to the respondent at least five (5) calendar days prior to the termination date contained in the notice. The “Notice of Termination” shall specify the extent to which performance will be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price will be made for the completed service, but no amount will be allowed for anticipated profit on unperformed services.

29. **FOREIGN COUNTRY OF CONCERN.** Pursuant to section 286.101, Florida Statutes, respondent shall disclose any current or prior interest of, any contract with, or any grant or gift received from a Foreign Country of Concern, as defined below, if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. For purposes of this section, “Foreign Country of Concern” means the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern. Respondent’s disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. Respondent represents that within one (1) year before proposing any contract to the County, respondents provided a copy of such disclosure to the Florida Department of Financial Services.

30. **SCRUTINIZED COMPANIES.** Pursuant to section 287.135, Florida Statutes, respondent certifies, represents, and warrants that: (a) it is not on the “Scrutinized Companies with Activities in Sudan” List, (b) it is not on the “Scrutinized Companies with Activities in the Iran Petroleum Energy Sector” List, (c) it is not on the “Scrutinized Companies with Activities in Iran Terrorism Sectors” List, (d) that it does not have ”Business Operations” or is engaged in business in Cuba or Syria, and (e) that it is not engaged or engaging in a “Boycott of Israel”, and that all such certifications were true at the time it submitted its proposal. Notwithstanding anything contained in this RFP to the contrary, the County may terminate any awarded contract immediately for cause if: (1) Respondent is found to have submitted a false certification regarding (a) – (e) above in accordance with section 287.135(5), Florida Statutes, (2) Respondent is found to have been placed on the “Scrutinized Companies with Activities in Sudan List” or the “Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List”, or is or has been engaged in ”Business Operations” in Cuba or Syria or a ”Boycott of Israel”, or (3) Respondent is found to have been placed on a list created pursuant to section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran. Such termination shall be in addition to any and all remedies available to the County at law or in

equity. The terms “Boycott of Israel” and “Business Operations” used in this section are defined as in Section 287.135, Florida Statutes. The Lists referred to in this section are those Lists in and maintained pursuant to section 287.135, Florida Statutes.

31. **PUBLIC RECORDS EXEMPTIONS.** After the deadline to submit proposals has passed, all proposals will be regarded as public records and will be subject to review by the public consistent with Chapter 119, Florida Statutes. Except as expressly provided below, any language purporting to render all portions of the proposals confidential will be regarded as non-effective and will be disregarded. Pursuant to section 815.045, Florida Statutes, “trade secrets” as defined in section 812.081, Florida Statutes, are confidential and exempt from Florida’s Public Records Law. Additionally, pursuant to section 119.0715, Florida Statutes, “trade secrets" as defined in sections 688.002, Florida Statutes, held by the County are confidential and exempt from said Public Records Law. As such, if respondent considers any portion of its proposal or any other document or information provided to the County to be trade secret under sections 688.002 or 812.081, Florida Statutes, or otherwise confidential under Florida law, respondent must clearly designate each specific portion of said record(s) as “trade secret” or otherwise confidential with statutory citation and explanation at the time of submission to the County with an affidavit certifying under oath to the truth of the statements in section 624.4213(1)(c)1. through 4., Florida Statutes, concerning all documents and information that are claimed to be trade secrets. Failure to do so will constitute a disclosure in the public domain and be deemed a waiver of any such claim to confidentiality. Respondent will be responsible for responding to and resolving all requests and claims for access to contract-related or other materials such as the respondent has designated trade secret or otherwise confidential. If the County receives a public records request for records designated by respondents as trade secret or otherwise confidential under Florida law, the respondent will be responsible for taking the appropriate legal action in response to the request. If respondent fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the County will provide the materials to the requester. Without limiting any other indemnification provision(s) herein, respondents will without limitation protect, defend, indemnify, and hold harmless the County for all claims, cases, actions, controversies, costs, fines, damages, fees, including but not limited to attorneys’ fees, arising from or relating to respondent’s designation of materials as trade secret or otherwise confidential.

32. **PUBLIC RECORDS.** Florida law provides that municipal records should be open for inspection by any person under Chapter 119, F.S. the “Public Records Law.” All information and materials received by the County in connection with responses shall become property of the County and shall be deemed to be public records subject to public inspection.

33. **BONDS.** The selected respondent must, prior to performing any portion of the work or services and within three (3) days of the effective date of the agreement, deliver to the County the Bonds required to be provided by the respondent hereunder and the “Professional Services Agreement” (collectively, the “Bonds”). The County, in its sole and exclusive discretion, may also require other bonds or security, in order to guarantee that the awarded agreement with the County will be fully and appropriately performed and completed. The surety providing such Bonds must be licensed, authorized, and admitted doing business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570). The cost of the premiums for such Bonds shall be included in the contract price. If notice of any change affecting the scope of services/work, the contract price, contract time, or any of the provisions of the “Professional Services Agreement” is required by the provisions of any bond to be given to a surety, the giving of any such notice shall be the selected respondent’s sole responsibility, and the amount of each applicable bond shall be adjusted accordingly. If the surety is declared bankrupt or becomes insolvent or its right to do business in Florida is terminated or it ceases to meet applicable law or regulations, the selected respondent shall, within five (5) days of

any such event, substitute another bond (or bonds as applicable) and surety, all of which must be satisfactory to the County.

A. **PERFORMANCE BOND.** If this provision is selected, the selected Respondent must deliver to the County a performance bond in an amount equal to 100 percent of the price specified in the contract. The performance bond shall provide that the bonding company will complete the project if the selected Respondent defaults on the contract with the County by failing to perform the contract in the time and manner provided for in the contract.
   i. **A performance bond is required [YES] or [NO].**

B. **PAYMENT BOND.** If this provision is selected, the selected Respondent must deliver to the County a payment bond in an amount equal to 100 percent of the price specified in the contract. The payment bond shall provide that the bonding company or surety will promptly pay all persons who supply labor, materials, or supplies used directly or indirectly in the performance of the work provided for in the contract between the selected Respondent and the County if the selected Respondent fails to make any required payments only.
   i. **A payment bond is required [YES] or [NO].**

C. **WAIVER OF BONDS.** If indicated below, the County Manager has waived or limited the requirements contained herein for payment or performance bonds upon such circumstances as are deemed in the best interest of the County.
   i. **Bonds are waived by the County [YES] or [NO].**

34. INSURANCE.

A. The selected respondent is required, at its own cost and expense, to acquire, maintain, and provide evidence of the minimum insurance policies and limits, and keep specified insurance in force until the County accepts that the selected respondent has satisfactorily completed all work required under the agrement; and cause subcontractor(s), if utilized, to acquire and maintain the same.

1. The respondent, if selected, will provide the County with a Certificate(s) of Insurance showing the existence of coverage as required by the agreement prior to the start of any work under the agreement. In addition, the respondent will provide to the County, if requested in writing, certified copies of all policies of insurance. New certificates and new certified copies of policies shall be provided to the County whenever any policy is renewed, revised, or obtained from other insurers. Hardee County shall be named as a Certificate Holder.

   The address where such certificates and certified policies shall be sent or delivered is as follows:

   Hardee County
   Attention: County Manager
   412 W. Orange Street, Room 103
   Wauchula, FL 33873

2. All required policies providing liability coverage(s), other than professional liability and workers' compensation policies, for both respondent and subcontractor(s) shall be endorsed to include Hardee County as an Additional Insured.

3. The Named Insured on the Certificate of Insurance must match the entity's name that responded to the RFP and is signing the agreement with the County.

4. Respondent shall notify the County within twenty-four (24) hours of receipt of any notice of policy expiration, cancellation, nonrenewal, or adverse material change in the required coverages received by respondent from its insurer.

B. Specific Insurance Coverages and Limits

1. All requirements in this Section shall be complied with in full by the selected respondent unless excused from compliance in writing by the County. The amounts and types of insurance must conform to the following minimum requirements. Current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) policies, forms, and endorsements or broader shall be used where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be acceptable to the County.

2. Professional Liability Insurance in an amount not less than $1,000,000 per occurrence.

3. Workers' Compensation and Employers' Liability Insurance shall be maintained in force during the term of this Contract for all employees, subcontractors, or other persons engaged in the work under this contract, and shall not be less than:

Coverage A:	Workers Compensation	Statutory benefits
Coverage B:	Employers Liability	$500,000 Limit Each Accident $1,000,000 Limit Disease Aggregate $500,000 Limit Disease Each Employee

4. Comprehensive Commercial General Liability Insurance for all operations, including but not limited to, Independent Contractor, Contractual Liability, Premises / Operations, Products / Completed Operations, and Personal Injury. Projects with a Completed Operations exposure are required to maintain coverage for a period of two (2) years beyond final acceptance by the County. Policy shall not contain an Explosion, Collapse, or Underground (X, C, U) exclusion.

   $1,000,000 Per Occurrence
   $1,000,000 Products/Completed Operations Aggregate
   $1,000,000 Personal/Advertising Injury
   $2,000,000 General Aggregate

5. Business Automobile Liability Insurance: The selected respondent shall provide coverage for all owned, hired, and non-owned vehicles.

   $1,000,000 Combined Single Limit Per Accident

6. Property Insurance: Respondent will be responsible for all damage to its own property, equipment, and/or materials.

7. Cyber Liability Insurance shall be required for products or services that involve website or other electronic data or systems to include Data Breach, Media content, Privacy Liability, and Network Security.

   $500,000 per occurrence.

   If coverage is claims-made, the retroactive date shall be prior or equal to the effective date of any agreement with the County. The coverage shall include a "tail" or Discovery, or continuous renewal of coverage for a period of three (3) years following the completion of the project.

C. These insurance requirements shall not limit the liability of the Respondent and/or subcontractor(s).

D. All policies shall be written on a primary, non-contributory basis.

E. Insurance Policies, other than Professional Liability, shall include waivers of subrogation in favor of the County.

F. Companies issuing the insurance policy, or policies, shall have no recourse against the County for payment of premiums or assessments for any deductibles which are all at the sole responsibility and risk of the Respondent.

G. All insurance policies must be placed with insurers duly authorized to do business in the State of Florida and have a current AM Best rating of A- VII or better.

H. Any deductible or self-insured retentions must be declared to and approved by the County. The County may require the Respondent to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

I. Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicates less coverage that is required, does not constitute a waiver of the Respondent's obligation to fulfill the insurance requirements specified in this Agreement.

J. Precautions shall be exercised at all times by the Respondent for the protection of all persons, including employees, and property. The Respondent shall be expected to comply with all applicable laws, regulations, or ordinances related to safety and health, and shall make special efforts where appropriate to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.

K. The County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Respondent acknowledges that such stoppage will not shift responsibility for any damages from the Respondent to the County.

L. No Waiver. Neither approval nor failure to disapprove insurance furnished by the Respondent or its subcontractors will relieve the Respondent or subcontractor from responsibility to prove insurance as required.

35. INDEMNIFICATION

GENERAL INDEMNIFICATION: To the fullest extent permitted by law, including Sections 725.08 and 768.28, Florida Statutes, respondent hereby agrees to indemnify, defend, and hold harmless the County, its officers, agents and employees, from and against any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential, arising out of or alleged to have arisen out of or in consequence of the negligence, recklessness or intentional wrongful conduct of Respondent or its subcontractors, agents, officers, employees, independent contractors pursuant to the Contract, or anyone else for whose actions respondent is responsible, specifically including but not limited to those caused by negligent act, omission, or default of respondent and/or its consultant, subcontractors, agents, or employees in the performance of the operations or services under the Contract.

PATENT AND COPYRIGHT INDEMNIFICATION: The selected respondent agrees to indemnify, defend, save and hold harmless the County, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the service agreement.

36. ERRORS AND OMISSIONS: The respondent to the extent of its failure to perform in accordance with the standard of care set forth in this agreement, is responsible for the professional quality, technical accuracy, completeness, performance and coordination of all work required under this agreement (including the work performed by sub-consultants and subcontractors), within the specified time period and specified cost. The respondent shall perform the Work utilizing the skill, knowledge and judgment ordinarily possessed and used by a proficient respondent with respect to the disciplines required for the performance of the Work in the State of Florida. The respondent is responsible for and represents that the work conforms to County's requirements as set forth in this agreement. The Respondent shall be and remain liable to County for all damages to County caused by the respondent's negligent acts, recklessness, intentionally wrongful conduct or errors or omissions in the performance of the Work. In addition to all other rights and remedies which County may have, the respondent shall, at its expense, re-perform the services to correct any deficiencies, which result from the Respondent's failure to perform in accordance with the above standards. The County shall notify the respondent in writing of any deficiencies and shall approve the method and timing of the corrections. Neither the County's inspection, review, approval or acceptance of, nor payment for, any of the work required under this agreement shall be construed to relieve the respondent or any sub-consultant or subcontractor of its obligations and responsibilities under this Agreement, nor constitute a waiver of any of the County's rights under this Agreement or of any cause of action arising out of the performance of this agreement. The respondent and its sub-consultants and subcontractors shall be and remain liable to County in accordance with applicable law for all damages to County caused by any failure of the respondent or its sub-consultants and subcontractors to comply with the terms and conditions of this Agreement or by the respondent's or sub-consultants' or subcontractors' misconduct, recklessness, unlawful acts, negligent acts, errors or omissions in the performance of this agreement. With respect to the performance of Work by sub-consultants and subcontractors, the respondent shall, in approving and accepting such Work, ensure the professional quality, completeness, and coordination of sub-consultant's and subcontractor's Work.

37. AWARD PROTEST

An unsuccessful respondent has the right to appeal a contract award in accordance with the County Purchasing Policy and Procedures Manual. The unsuccessful respondent must:

- File a notice of protest, in writing within seventy-two (72) hours after posting the notice of award, to the County Manager's office.

- Shall then file a formal written protest to the County Manager's office within ten (10) calendar days after filing the notice of protest. Formal protests received after the ten (10) days shall not be considered.
- The envelope shall be labeled "Protest." The formal written protest shall include the name and address, phone number, and fax number of the protestor, appropriate identification of the contract, a statement of the reasons for the protest, and supporting evidence or documents to prove any claims.

FAILURE TO FILE A PROTEST WITHIN TIME PRESCRIBED SHALL CONSTITUTE A WAIVER OF PROCEEDINGS.

In order to defray a portion of the administrative costs associated with a protest, all final written protests shall be accompanied by a filing fee set by County, in the event a filing fee is not provided for in the solicitation the filing fee shall be one thousand dollars ($1,000). Failure to pay the filing fee shall result in a denial of the protest. In the event that the protest is denied, the County shall retain the filing fee. In the event that the protest is granted, then one half (50%) of the filing fee shall be refunded to the protestor.

SECTION 7. SPECIAL TERMS AND CONDITIONS – FEDERAL PROVISIONS

These provisions will apply to any agreement with the selected Contractor and supersede and take precedence over any other clause or provision contained within the contract that may be in conflict therewith.

1. No obligation by the Federal Government.

The Contractor acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the County, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2. Program Fraud and False or Fraudulent Statements or Related Acts

A. 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 Federally 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.

B. 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, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001

and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

C. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3. Access to Records

A. The following access to records requirements apply to this contract:

1. The Contractor agrees to provide the County, FEMA, the administrator for federal funds, 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. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three 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 Contractor agrees to maintain same until the County, the Federal grant administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

4. Federal Changes

The Contractor shall at all times comply with all applicable Federal regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the County and applicable Federal Department, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

5. Nondiscrimination

A. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements that the Federal Government may issue.

B. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal

Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. 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. In addition, the Contractor agrees to comply with any implementing requirements that the Federal Government may issue.

C. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements that the Federal Government may issue.

D. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements that the Federal Government may issue.

E. Religion - The Contractor agrees that Contractor does not and will not, nor will it allow a subcontractor to discriminate against an organization based on the organization's religious character, affiliation, or exercise.

F. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance, modified only if necessary to identify the affected parties.

6. <u>Access Requirements for Individuals with Disabilities</u>

A. The Contractor shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101 <u>et seq.</u> and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. app. 1612; and the following regulations and any amendments thereto:

1. US. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR. Part 37;
2. US. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR. Part 27;
3. US. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 CFR. Part 38;
4. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR. Part 35;
5. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR. Part 36;
6. General Services Administration regulations, "Construction and Alteration of Public Buildings," "Accommodations for the Physically Handicapped," 41 CFR. Part 101-19;

7. Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR. Part 1630;
8. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 CFR. Part 64, Subpart F; and
9. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609.

7. DIVERSITY EQUITY AND INCLUSION.

The Contractor agrees Contractor does not and will not, nor will it allow a subcontractor to operate any programs that advance or promote diversity, equity and inclusion (DEI), diversity, equity, inclusion, and accessibility (DEIA), or discriminatory equity ideology in violation of Federal anti-discrimination laws. In addition, Contractor agrees that Contractor does not and will not, nor will it allow a subcontractor to engage in a discriminatory prohibited boycott.

This Agreement shall not be governed by Executive Orders revoked by Executive Order No. 14154 of January 20, 2025, Executive Order No. 14008 of January 27, 2021, and Executive Order No. 14173 of January 21, 2025, or requirements implementing Executive Orders that have been revoked.

8. GENDER IDEOLOGY.

Contractor agrees that Contractor does not and will not, nor will it allow a subcontractor to use any federally appropriated funds to promote “gender ideology,” as defined in Executive Order No. 14168 of January 30, 2025.

9. ELECTIVE ABORTIONS.

Contractor agrees that Contractor does not and will not, nor will it allow a subcontractor to use any federally appropriated funds to fund or promote elective abortions, as required by Executive Order No. 14182 of January 24, 2025.

10. <u>CLEAN AIR AND WATER ACT</u>

A. Definitions:

1. "Air Act," as used in this clause, means the Clean Air Act (42 U.S.C. 7401 et seq.).
2. "Clean air standards," as used in this clause, means:
   a) Any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, work practices, or other requirements contained in, issued under, or otherwise adopted under the Air Act or Executive Order 11738;
   b) An applicable implementation plan as described in Section 110(d) of the Air Act [42 U.S.C. 7410(d)];
   c) An approved implementation procedure or plan under Section 110(c) or Section 111(d) of the Air Act [42 U.S.C. 7411(c) or (d)]; or
   d) An approved implementation procedure under Section 112(d) of the Air Act [42 U.S.C. 7412(d)].
3. "Clean water standards," as used in this clause, means any enforceable limitation, control, condition, prohibition, standard, or other requirement promulgated under the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section

402 of the Water Act (33 U.S.C. 1342), or by local government to ensure compliance with pre-treatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).

4. "Compliance," as used in this clause, means compliance with:

   a) Clean air or water standards; or

   b) A schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency, or an air or water pollution control agency under the requirements of the Air Act or Water Act and related regulations.

5. "Facility," as used in this clause, means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised, by a Contractor or subcontractor, used in the performance of a contract or subcontract. When a location or site of operations includes more than one building, plant, installation, or structure, the entire location or site shall be deemed a facility except when the Administrator, or a designee of the Environmental Protection Agency, determines that independent facilities are co-located in one geographical area.

6. "Water Act," as used in this clause, means Clean Water Act (33 U.S.C. 1251 et seq.).

B. The Contractor agrees:

1. To comply with all the requirement of Section 114 of the Clean Air Act (42 U.S.C. 7414) and Section 308 of the Clean Water Act (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, and all regulations and guidelines issued to implement those acts before the award of this contract;

2. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of the facility from the listing;

3. To use best effort to comply with clean air standards and clean water standards at the facility in which the contract is being performed; and

4. To insert the substance of this clause into any nonexempt subcontract, including this paragraph (b)(4).

11. <u>CONTRACT WORK HOURS AND SAFETY STANDARDS ACT- OVERTIME COMPENSATION-NONCONSTRUCTION</u>

A. Overtime Requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborers or mechanics in any workweek in which the individual is employed on such work to work in excess for forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1-1/2) times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

B. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the provisions set forth in paragraph (a) of this clause, the Contractor and any subcontractor responsible therefore 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 provisions set forth in paragraph (a) of this clause 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 (40) hours without payment of the overtime wages required by the provisions set forth in paragraph (a) of this clause.

C. Withholding for Unpaid Wages and Liquidated Damages. The Contracting Officer shall upon his or her 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 provisions set forth in paragraph (b) of this clause.

D. Payrolls and Basic Records. The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of contract work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Nothing in this paragraph shall require the duplication of records required to be maintained for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

E. The records to be maintained under paragraph (d)(1) of this clause shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit such representatives to interview employees during working hours on the job.

F. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

12. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

It is the policy of the County and the Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26 shall have a level playing field and an opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to this contract.

13. CONTRACTING WITH SMALL BUSINESSES, MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, VETERAN-OWNED BUSINESSES, AND LABOR SURPLUS AREA FIRMS.

The Contractor shall comply with 2 C.F.R. § 200.321, “Contracting with small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms.” If subcontracts are to be let, the Contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are used when possible.

14. ENERGY POLICY AND CONSERVATION ACT

The Contractor shall recognize 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. Section 6321 et seq.).

15. FLY AMERICA REQUIREMENTS

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

16. NOTICE OF FEDERAL REQUIREMENTS

The Contractor is advised that Federal requirements applicable to this contract as set forth in federal law, regulations, policies, and related administrative practices will be incorporated by reference and are material to the terms and conditions of the contract. The Contractor is further advised that such requirements may change during the performance of this contract and that any such changes shall be automatically incorporated and deemed to apply to this contract.

17. OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress, or resident Commissioner, shall be admitted to any share or part of this contract or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

18. RESTRICTIONS ON LOBBYING

The Contractor shall timely comply with the requirements of the lobbying restrictions set forth in 31 U.S.C. § 1352 and 49 CFR Part 20, and as those authorities may be hereafter amended.

If a Standard Form LLL, Disclosure of Lobbying Activities, is required to be completed by the Contractor or subcontractor at any tier, such disclosure form shall be furnished to the Contracting Officer.

19. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

For agreements funded in whole or part by the FTA, these provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth herein. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any County requests which would cause the County to be in violation of the FTA terms and conditions.

20. RECYCLED PRODUCTS

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they

apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

21. BUY AMERICA PROVISION

This solicitation and the resulting contract are subject to the Buy America requirements of 49 U.S.C. § 5323(j) and the Federal Transit Administration's implementing regulations found at 49 CFR § 661, the provisions of each of which are incorporated herein by reference. These regulations require, as a matter of responsiveness, that the bidder or offeror submit with its offer a completed certification in accordance with 49 CFR § 661.6 or § 661.12, as appropriate. These certifications are set forth in this solicitation.

22. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

A. This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

B. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

C. By signing and submitting its bid or proposal, the proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by Hardee County. If it is later determined that the proposer or proposer knowingly rendered an erroneous certification, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

23. FALSE CLAIMS ACT – PROMPT NOTIFICATION

A. Notification to FTA; Flow Down Requirement. If a current or prospective legal matter that may affect the Federal Government emerges, Contractor must promptly notify the County, and the County will promptly notify FTA Chief Counsel and FTA Regional Counsel for the Region in which the County is located. The Contractor shall include a similar notification requirement in its third party agreements and include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

B. Additional Notice to U.S. DOT Inspector General. Contractor must promptly notify the County, and the County will promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel, if Contractor has knowledge of potential fraud, waste, or abuse occurring on a project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the project is subject to this Agreement or another agreement between the Contractor and/or the County and FTA, or an agreement involving a principal, officer, employee, agent, or third party participant of the County or Contractor. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Contractor. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of the Contractor, including divisions tasked with law enforcement or investigatory functions.

24. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

A. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. 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. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

B. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

1. Telecommunications or video surveillance services provided by such entities or using such equipment.
2. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

C. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

SECTION 8 FORMS

FORM 1 PROPOSAL CHECKLIST

___ Form 1: Proposal Checklist

___ Form 2: Company Qualifications Questionnaire

___ Form 3: Certificate of Authority (Complete one of the two forms as applicable)

___ Form 3A: Certificate of Authority (for Corporations or Partnerships)

___ Form 3B: Certificate of Authority (for Individuals)

___ Form 4: Acknowledgment of Addenda

___ Form 5: Single Execution Affidavits-General Contracts

- Americans with Disabilities Act Compliance Affidavit
- Public Entity Crimes Affidavit
- No Conflict of Interest or Contingent Fee/Anti-Kickback/Code of Ethics Affidavit
- Business Entity Affidavit
- Non-Collusion/Anti-Collusion Affidavit
- Scrutinized Companies Affidavit
- Acknowledgment, Warranty, and Acceptance
- Ownership Disclosure Affidavit
- Truth in Negotiation Certificate (If applicable)
- Prohibition on Contingent Fees
- Foreign Country of Concern
- E-Verify Affidavit
- Anti-Human Trafficking Affidavit
- Drug-free Workplace Affidavit
- SCOP/SCRAP FDOT

___ Form 6: Single Execution Affidavits-Federal Aid Contracts

- Disadvantaged Business Enterprise
- Affirmative Action Compliance
- Certification of Independent Price Determination
- Certification of Non-Segregated Facilities
- Certification for Disclosure of Lobbying Activities on Federal Aid Contracts (Compliance with 49 CFR, §20.100(b))
- ARPA Compliance

___ Form 7: Dispute Disclosure

___ Form 8: Key Staff and Proposed Subcontractors

___ Form 9: Reference Letters

___ Form 10: IRS Form W-9

___ Form 11: Proof of Required Insurance

___ Form 12: Bid Security/Bid Bond (unless waived)

___ Form 13: Performance Bond & Payment Bond (unless waived)

___ Form 14: Price Proposal

Firm: _____ **Date:** _____

Authorized Signature: _____

Print or Type Name: _____ **Title:** _____

FORM 2

COMPANY QUALIFICATIONS QUESTIONNAIRE

Please complete this Company Qualifications Questionnaire. By completing this form and submitting a response to the solicitation, you certify that any and all information contained in the Response is true, that your response to the RFP is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a response to the RFP for the same materials, supplies, equipment, or services, is in all respects fair and without collusion or fraud, that you agree to abide by all terms and conditions of the solicitation, and certify that you are authorized to sign for the Respondent's firm. Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. In no event should the total page count of all attachments to this Form exceed five (5) pages. Some information may not be applicable; in such instances, please insert "N/A".

_____
Firm Name

_____
Principal Business Address

_____
Telephone Number Facsimile Number

_____
Email Address

_____
Federal I.D. No. or Social Security Number Municipal Business Tax/Occupational License No.

FIRM HISTORY AND INFORMATION

How many years has the firm has been in business under its current name and ownership? _____

Please identify the Firm's document number with the Florida Division of Corporations and date the Firm registered/filed to conduct business in the State of Florida:

_____
Document Number Date Filed

Please identify the Firm's category with the Florida Department of Business Professional Regulation (DBPR), DBPR license number, and date licensed by DBPR:

_____
Category License No. Date Licensed

Please indicate the type of entity form of the Firm (if other, please describe):

□ Individual □ Partnership □ Corporation □ LLC □ LLP □ Other_____

Please identify the Firm's primary business:_____

_____

Please identify the number of continuous years your Firm has performed its primary business: _____

Please list all professional licenses and certifications held by the Firm, its Qualifier/Principal, and any Key Staff, including any active certifications of small, minority, or disadvantaged business enterprise, and the name of the entity that issued the license or certification:

License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date

Please identify the name, license number, and issuance date of any prior companies that pertain to your Firm:

License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date

Please identify all individuals authorized to sign for the entity, their title, and the threshold/level of their signing authority:

Authorized Signor's Name	Title	Signing Authority Threshold (All, Cost up to $X-Amount, No Cost, Other)

Please identify the total number of Firm employees, managerial/administrative employees, and identify the total number of trades employees by trade (e.g., 20 electricians, 5 laborers, 2 mechanics, etc.):

Total No. of Employees	
Total No. of Managerial/Administrative Employees	
Total No. of Trades Employees by Trade	

INSURANCE INFORMATION

Please provide the following information about the Firm's insurance company:

Insurance Carrier Name _____ Insurance Carrier Contact Person

Insurance Carrier Address _____ Telephone No. _____ Email

Has the Firm filed any insurance claims in the last five (5) years? □ No □ Yes

If yes, please identify the type of claim and the amount paid out under the claim: _____

FIRM OWNERSHIP

Please identify all Firm owners or partners, their title, and percent of ownership:

Owner/Partner Name	Title	Ownership (%)

Please identify whether any of the owners/partners identified above are owners/partners in another entity:

□ No □ Yes If yes, please identify the name of the owner/partner, the other entity's name, and percent of ownership held by the stated owner/partner:

Owner/Partner Name	Other Entity Name	Ownership (%)

RECENT CONTRACTS

Please identify the five (5) most recent contracts in which your Firm has provided services to other public entities:

Public Entity Name	Contact Person	Telephone No.	Email Address	Date Awarded

By signing below, Respondent certifies that the information contained herein is complete and accurate to the best of Respondent's knowledge.

Firm: _____

Authorized Signature: _____ **Date:** _____

Print or Type Name: _____ **Title:** _____

FORM 3A

CERTIFICATE OF AUTHORITY
(if Corporation)

I HEREBY CERTIFY that a meeting of the [circle one] Board of Directors/ Partners of _____

_____

_____ a business existing under the laws of the State of _____, (the "Entity") held on _____, 20____, the following resolution was duly passed and adopted:

> "RESOLVED, that, _____, as ___ _____ of the Entity, be and is hereby authorized to execute this Proposal dated _____, 20____, on behalf of the Entity and submit this Proposal to Hardee County, and this Entity and the execution of this Certificate of Authority, attested to by the Secretary of the Corporation, and with the Entity's Seal affixed, will be the official act and deed of this Entity."

I FURTHER CERTIFY that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Entity this _____ day of _____, 20____.

Secretary: _____ President: _____
Print Name: _____ Print Name: _____

(Seal)

FORM 3B

CERTIFICATE OF AUTHORITY
(if Individual)

I,_____ ("Affiant") being first duly sworn, deposes and says:

1. I am the _____
   [Select and print as applicable: Owner/Partner/Officer/Representative/Agent] of: _____
   _____ doing business as _____, the Contractor that has submitted the attached Proposal.
2. I am fully informed respecting the preparation and contents of the attached Proposal and all of the pertinent circumstances respecting such Proposal.
3. I am authorized to execute the Proposal dated _____, and submit this Proposal to Hardee County, and the execution of this Certificate of Authority, attested to by a Notary Public, will be the official act and deed of this attestation.

In the presence of:

_____

Witness #1 Print Name: _____

_____

Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____

Print Name: _____

Title: _____

ACKNOWLEDGMENT

State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or __ online notarization, this _____ day of _____, 20____, by_____ (name of person) as _____ (type of authority) for _____ _____(name of party on behalf of whom instrument is executed).

_____
Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

FORM 4

ACKNOWLEDGEMENT OF ADDENDA

I HEREBY ACKNOWLEDGE that I have received all of the following addenda and am informed of the contents thereof:

Addendum Numbers Received:
(Check the box next to each addendum received)

_____ Addendum 1

_____ Addendum 2

_____ Addendum 3

_____ Addendum 4

_____ Addendum 5

_____ Addendum 6

_____ Addendum 7

_____ Addendum 8

_____ Addendum 9

_____ Addendum 10

Firm: _____

Authorized Signature: _____ **Date:** _____

Print or Type Name: _____ **Title:** _____

FORM 5

SINGLE EXECUTION AFFIDAVITS-GENERAL CONTRACTS

THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE RESPONDENT OR BIDDER AND NOTARIZED BELOW. IN THE EVENT THE RESPONDENT OR BIDDER CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE RESPONDENT OR BIDDER IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A PROPOSAL/BID.

THESE SINGLE EXECUTION AFFIDAVITS ARE STATEMENTS MADE ON BEHALF OF:

_____ By: _____
NAME OF PROPOSING OR BIDDING ENTITY INDIVIDUAL'S NAME AND TITLE

_____ Date: _____
FEIN OF PROPOSING OR BIDDING ENTITY

Americans with Disabilities Act Compliance Affidavit

The above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 229 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

_____
Respondent Initials

Public Entity Crimes Affidavit

I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with 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 bid 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 misrepresentations.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of

a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. 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 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 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 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision 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, and partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement.

(INDICATE WHICH STATEMENT APPLIES.)

□ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with ad convicted of a public entity crime subsequent to July 1, 1989.

□ The entity submitting this sworn statement, or one 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 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 Consultant list (attach a copy of the final order).

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 above is for that public entity only and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in this form.

_____
Respondent Initials

No Conflict of Interest or Contingent Fee/Anti-Kickback/Code of Ethics Affidavit

Respondent warrants that neither it nor any principal, employee, agent, representative nor family member has paid, promised to pay, or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Respondent also warrants that neither it nor any principal, employee, agent, representative nor family member has procured or attempted to procure this contract in violation of any of the provisions of Florida law. Further, Respondent acknowledges that any violation of this warranty will result in the termination of the contract and forfeiture of funds paid or to be paid to the Respondent should the Respondent be selected for the performance of this contract.

_____
Respondent Initials

Business Entity Affidavit

Respondent hereby recognizes and certifies that no elected official, board member, or employee of Hardee County ("County") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no County employee, nor any elected or appointed officer (including County board members) of the County, nor any spouse, parent or child of such employee or elected or appointed officer of the County, may be a partner, officer, director or proprietor of Respondent or Consultant, and further, that no such County employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Consultant or Respondent. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Respondent. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by the County. Further, Respondent recognizes that with respect to this transaction or bid, if any Respondent violates or is a party to a violation the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Respondent may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to County.

_____
Respondent Initials

Non-Collusion/Anti-Collusion Affidavit

1. Respondent/Bidder has personal knowledge of the matters set forth in its Proposal/Bid and is fully informed respecting the preparation and contents of the attached Proposal/Bid and all pertinent circumstances respecting the Proposal/Bid;
2. The Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid; and
3. Neither the Respondent/Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Respondent/Bidder, firm, or person to submit a collusive or sham Proposal/Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Respondent/Bidder, firm, or person to fix the price or prices in the attached Proposal/Bid or of any other Respondent/Bidder, or to fix any overhead, profit, or cost element of the Proposal/Bid price or the Proposal/Bid price of any other Respondent/Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Hardee County or any person interested in the proposed Contract.

_____
Respondent Initials

Scrutinized Companies

1. Respondent certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the County may immediately terminate the Agreement that may result from this RFQ at its sole option if the Respondent or its subcontractors are found to have submitted a false certification; or if the Respondent, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
2. If the Agreement that may result from this RFQ is for more than one million dollars, the Respondent certifies that it and its subcontractors are 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 County may immediately terminate the Agreement that may result from this RFQ at its sole option if the Respondent, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Respondent, its affiliates, or its subcontractors are 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.
3. The Respondent agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this RFQ. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

_____
Respondent Initials

Acknowledgment, Warranty, and Acceptance

1. Consultant warrants that it is willing, able to, and will comply with all applicable federal, state, county, and local laws, rules and regulations.
2. Consultant warrants that it has read, understands, and is willing to and will comply with all of the requirements of the solicitation and any and all addenda issued pursuant thereto.
3. Consultant warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the County Manager.
4. Consultant warrants that all information provided by it in connection with this proposal is true and accurate.
5. I hereby propose to furnish the services specified in the RFP. I agree that my Proposal will remain firm for a period of 365 days in order to allow the County adequate time to evaluate the Statements of Qualifications.
6. I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Statement of Qualification on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.
7. I understand that a person or affiliate who has been placed on the convicted Consultant list following a conviction for public entity crimes 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 public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity , and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Consultant list.

_____

Respondent Initials

Ownership Disclosure Affidavit

1. If the contract or business transaction is with a corporation or company, the full legal name and business address shall be provided for each officer, director, member and manager and each stockholder or member who holds directly or indirectly five percent (5%) or more of the corporation's or company's stock or shares. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

Name	Address	Ownership (%)

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial, or otherwise) in the contract or business transaction with the County are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

Name	Address

_____
Respondent Initials

Truth in Negotiation Certificate – CCNA Procurement Only

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for projects and services that may be offered pursuant to this Request for Proposals and the Services Agreement related thereto will be accurate, complete, and current at the time of contracting. The Consultant further agrees that the price provided under separate, project specific agreements and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of each corresponding

agreement. For purpose of this certificate, the end of the agreement shall be deemed to be the date of the final billing or acceptance of the work by the County, whichever is later. The undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a), Florida Statutes for the undersigned firm to receive an agreement for professional architecture and engineering services with Hardee County, Florida.

_____
Respondent Initials

Prohibition on Contingent Fees

The Consultant warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Request for Proposals and the Services Agreement related thereto and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. The undersigned Consultant is furnishing this statement pursuant to Section 287.055(6)(a), Florida Statutes for the undersigned firm to receive an agreement for professional services with Hardee County, Florida. Consultant understands that for the breach or violation of this provision, the County shall have the right to terminate the resulting 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. The provisions of this statement shall be incorporated in the resulting agreement, if awarded, as though fully stated therein.

_____
Respondent Initials

Foreign Country of Concern Disclosure Certification

This certification is applicable if the offer exceeds $100,000.

Pursuant to section 286.101, Florida Statutes, the Respondent is required to disclose any current or prior interest of, any contract with, or any grant or gift received from a Foreign Country of Concern, as defined below, if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

For purposes of this section, “Foreign Country of Concern" means the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern.

Respondent’s disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. Note that within one (1) year before proposing any contract to the County, such entity must provide a copy of such disclosure to the Florida Department of Financial Services.

By executing this certification, the respondent certifies that it either has, or will prior to contract award, disclose any current or prior interest of, any contract with, or any grant or gift received from a Foreign Country of Concern (CHECK "NONE" IF NONE EXISTS).

□ NONE

OR

□ CURRENT OR PRIOR INTEREST WITH FOREIGN COUNTRY OF CONCERN

If this option is selected, in the space below, provide:

1. The name and mailing address of the disclosing entity;
2. The amount of the contract or gift or grant or the value or the interest disclosed;
3. The applicable Foreign Country of Concern;
4. The date of the termination of the contract or interest;
5. The date of the receipt of the grant or gift;
6. The name of the agent or controlled entity that is the source or interest holder; and
7. State whether within one (1) year before submitting this offer, such entity provided a copy of the disclosure to the Florida Department of Financial Services.

_____
Respondent Initials

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, Hardee County, Florida requires all contractors doing business with the County to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The County will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The respondent Firm must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the Firm's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify

By submitting a response to this RFQ and signing below, the respondent Firm acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

□ **Check here to confirm proof of enrollment in E-Verify has been submitted as part of the response.**

_____
Respondent Initials

Anti-Human Trafficking Affidavit

Instructions: This form must be completed by an officer or representative of an entity entering into, renewing, or extending, a contract with Hardee County, Florida (the "County").

The undersigned, on behalf of _____ ("Contractor"), hereby attests as follows:

A. Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the County from executing, renewing, or extending a contract to entities that use coercion for labor or services, with such terms defined as follows:

- **"Coercion"** means: **(1)** using or threatening to use physical force against any person; **(2)** restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; **(3)** using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the

labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; **(4)** destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; **(5)** causing or threatening to cause financial harm to any person; **(6)** enticing or luring any person by fraud or deceit; or **(7)** providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

- **"Labor"** means work of economic or financial value.
- **"Services"** means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.

B. Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, hereby represent that I make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of Contractor. **Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.**

_____
Respondent Initials

DRUG-FREE WORKPLACE AFFIDAVIT

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 proposed 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 employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contender to, any violation 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.

_____
Respondent Initials

Small County Outreach Program (SCOP) And Small County Road Assistance Program (SCRAP) funded 3R projects. When performing a project that is SCOP and SCRAP funded, the engineer shall comply with the following:

The Respondent warrants that he or she shall be Florida Department of Transportation (FDOT) prequalified for work

Yes, I am currently prequalified for F.D.O.T. work categories, meet the standard indemnification and meet state audit requirements.

_____
Respondent Initials

No, I do not meet the prequalified requirements for F.D.O.T. work categories and the standard indemnification and state audit requirements.

_____
Respondent Initials

Sworn Signature of Proposing Entity Representative and Notarization for all above Affidavits follows on the next page.

SINGLE EXECUTION AFFIDAVITS-GENERAL CONTRACTS

In the presence of:

_____

Witness #1 Print Name: _____

_____

Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____

Print Name: _____

Title: _____

Firm: _____

ACKNOWLEDGMENT

State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or __ online notarization, this _____ day of _____, 20___, by_____ (name of person) as _____ (type of authority) for _____ _____(name of party on behalf of whom instrument is executed).

_____

Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

FORM 6

SINGLE EXECUTION AFFIDAVITS-FEDERAL AID AFFIDAVIT

Disadvantaged Business Enterprise (DBE)

The Respondent represents as part of its offer that it (Mark one with an "X"):

□ is □ is not

a disadvantaged business enterprise (DBE). A DBE is defined as "a for-profit small business concern which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or in case of any publicly owned business, at least 51 percent of the stock is owned by one or more socially and economically disadvantaged individuals and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it." For purposes of this definition, socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Asian-Pacific Americans, Subcontinent Asian Americans, Native Americans; women; and any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA), at such time as the SBA designation becomes effective.

Affirmative Action Compliance

(a) The Respondent represents as part of its offer that it has a workforce of (# of employees): _____

(b) It (Mark one with an "X"):

□ has developed and has on file
□ has not developed and does not have on file

at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or it (Mark one with an "X"):

□ has □ has not

previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

Certification of Independent Price Determination

(a) By executing this certification, the respondent certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

(1) The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other respondent or with any competitor.

(2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the respondent and will not knowingly be disclosed by the respondent prior to the opening (in the case of an advertised procurement) or prior to award (in the case of a negotiated procurement), directly or indirectly to any other respondent or to any competitor; and

(3) No attempt has been made or will be made by the respondent to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

(b) Each person executing this certification certifies that:

(1) He/she is the person in the respondent's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above; or

(2) He/she: (i) is not the person in the respondent's organization responsible within that organization for the decision as to the prices being offered herein but that he/she has been authorized in writing to act as an agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above, and as their agent does hereby so certify; and (ii) has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above.

_____
Respondent Initials

Certification of Non-Segregated Facilities

(a) By executing this certification, the respondent certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control, where segregated facilities are maintained.

(b) The respondent agrees that a breach of this certification is a violation of the Equal Opportunity Clause in the contract.

(c) As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or nation origin, because of habit, local custom or otherwise.

(d) It further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will:

(1) obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;

(2) retain such certifications in its files; and

(3) forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods).

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for such subcontract or for all subcontracts during a period (i.e., quarterly, semiannually or annually).

Note: the penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

_____
Respondent Initials

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS (Compliance with 49 CFR, Section 20.100 (b))

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 of 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 Florida Department of Transportation's Professional Services Administrator or Procurement Office.)
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.
4. 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 (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.
5. The Contractor described below 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.

American Rescue Plan Act Compliance Affidavit

If applicable, Respondent acknowledges that compensation for the Services performed under the Agreement may be fully or partially funded utilizing Coronavirus State and Local Fiscal Recovery Funds allocated to the County pursuant to the American Rescue Plan Act ("ARPA"). In order to utilize ARPA funding, the County shall incorporate the federally required contract provisions in the Agreement awarded under this RFP. The Contractor shall be required to comply with all laws, rules, regulations, policies, and guidelines (including any subsequent amendments to such laws, regulations, policies, and guidelines) required by the American Rescue Plan Act, including, but not limited to the following documents and guidelines, which are incorporated herein and made a part of this RFP: (i) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), as applicable; (ii) The U.S. Department of the Treasury's Final Rule governing ARPA; (iii) U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Award Terms and Conditions (Assistance Listing Number 21.019); (iv) The U.S. Department of the Treasury's Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions; (v) American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Agreement; (vi)The U.S. Department of the Treasury's ARPA Compliance and Reporting Guidance, and (vii) Assurances of Compliance with Title VI of the Civil Rights Act of 1964 (collectively, the "ARPA Regulations"). A copy of the ARPA Regulations are incorporated into the professional services agreement incorporated herein.

BUY AMERICA CERTIFICATE

If the ***OFFER PRICE EXCEEDS $150,000***, ***complete*** the certificate and ***submit it*** with your offer.

SECTION **(1)** Complete ***only*** for **ROLLING STOCK** and **ASSOCIATED EQUIPMENT.**

SECTION **(2) SIGN** and **COMPLETE *always***.

CAUTION:

If the solicitation is an **Invitation for Bids (IFB)**, failure to return this form prior to the deadline established for receipt of bids or to mark the appropriate □ in Section (1) AND complete the information in Section (2), including a signature, shall render your offer nonresponsive.

If the solicitation is a **Request for Proposals (RFP) and the County opts to award a contract based on the initial offer/proposal (without discussions)**, failure to return this form prior to the deadline established for receipt of initial offers or to mark the appropriate □ in Section (1) AND complete the information in Section (2), including a signature, shall render your offer unacceptable

If the solicitation is a **Request for Proposals (RFP) and the County opts to award a contract based on revised or final offers/proposals**, failure to return this form prior to the deadline established for receipt of final or revised offers or to mark the appropriate □ in Section (1) AND complete the information in Section (2), including a signature, shall render your offer unacceptable. Note, the County is under no obligation to request revised or final offers/proposals.

DEFINITIONS: *(Pursuant to 49 CFR 661)*
ASSOCIATED EQUIPMENT: All components or subcomponents of Rolling Stock, including, but not limited to, train control, communication and traction power equipment, and as otherwise defined in 49 CFR 661.11.

IRON AND STEEL PRODUCTS: All construction materials made primarily of iron or steel and meant for use in infrastructure projects, including, but not limited to, structural iron or steel, iron or steel beams and columns, running rail and contact rail. This certification does not apply to iron or steel used as components or subcomponents of other manufactured products or rolling stock, or to metallurgic processes involving refinement of steel additives.

MANUFACTURED PRODUCT: An item produced as a result of processes to alter the form or function of materials or of elements of the product in a manner adding value and transforming those materials or elements so that they represent a new end product functionally different from that which would result from the mere assembly of elements or materials.

ROLLING STOCK: Transit vehicles, such as buses, vans, cars, railcars, locomotives, trolley cars and buses, and ferry boats, as well as, vehicles used for support services.

SECTION (1); Certify only for ROLLING STOCK and ASSOCIATED EQUIPMENT: (*Mark One*)

□ **CERTIFICATE OF COMPLIANCE WITH SECTION 165(b)(3)**. The respondent hereby certifies that it ***will comply*** with the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations of 49 CFR Part 661.11;

--OR--

□ **CERTIFICATE FOR NON-COMPLIANCE WITH SECTION 165(b)(3)**. The respondent hereby certifies that it ***cannot comply*** with the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but it ***may qualify for an exception*** to the

requirement consistent with Section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 CFR Part 661.7

SECTION (2); OFFEROR'S SIGNATURE: *(Sign, Date and Enter Your Title and the Name of Your Company)*

_____ _____

SIGNATURE **DATE**

_____

TITLE

_____

NAME OF COMPANY

Sworn Signature of Proposing Entity Representative and Notarization for all above Affidavit.

In the presence of:

Witness #1 Print Name: _____

Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____

Print Name: _____

Title: _____

Firm: _____

ACKNOWLEDGMENT

State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of ____ physical presence or online notarization, this _____ day of _____, 20___, by_____ _____(name of person) as _____ (type of authority) for _____(name of party on behalf of whom instrument is executed).

_____

Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
_____Produced identification (Type of Identification:_____ _____)
_____Did take an oath; or
_____Did not take an oath

FORM 7

DISPUTE DISCLOSURE

Answer the following questions by placing an "X" after "Yes" or "No". If you answer "Yes" to any of the questions, please explain in the space provided, or on a separate sheet attached to this form.

1. Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES _____ NO _____

_____

2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO _____

_____

3. Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____ NO _____

_____

If yes, state the nature of the request for equitable adjustment, contract claim, protest, litigation, and/or regulatory action, and state a brief description of the case, the outcome or status of the suit, the monetary amounts of extended contract time involved, and the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. Described all litigation (include the court and location) of any kind involving Consultant or any Key Staff members within the last five (5) years.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation of falsification of facts shall be cause for forfeiture of rights for further consideration of this Proposal for Hardee County, Florida.

Firm: _____

Authorized Signature: _____ **Date:** _____

Print or Type Name: _____ **Title:** _____

FORM 8

KEY STAFF & PROPOSED SUBCONTRACTORS

KEY STAFF

Please complete the following chart with the Firm's proposed Key Staff. If additional space is required, please copy/duplicate this page and attach to this Form. Additional space: □ No □ Yes

Name	Title	Years of Experience	Years with Firm	Licenses/Certifications

Please explain the Firm's ability and resources to substitute personnel with equal or higher qualifications than the Key Staff they will substitute for where substitute is required due to attrition, turnover, or a specific request by the County:

Please identify each Key Staff member's engagement commitments that will exist concurrently with the County's Services:

Key Staff Name	Area of Responsibility	Client	Commitment	Period of

			(Hours/week)	Engagement

PROPOSED SUBCONTRACTORS

The undersigned Respondent hereby designates, as follows, all major subcontractors whom they propose to utilize for the major areas of work for the services. The bidder is further notified that all subcontractors shall be properly licensed, bondable, and shall be required to furnish the County with a Certificate of Insurance in accordance with the contract general conditions. Failure to furnish this information shall be grounds for rejection of the bidder's proposal. (If no subcontractors are proposed, state "None" on first line below.)

Subcontractor Name & Address	Scope of Work	License Number

Firm: _____

Authorized Signature: _____ **Date:** _____

Print or Type Name: _____ **Title:** _____

FORM 9

REFERENCES

REFERENCE #1

Public Entity Name: _____

Reference Contact Person/Title/Department: _____

_____

Contact Number & Email _____

_____

Public Entity Size/Number of Residents/Square Mileage: _____

_____

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on Size/Scope of Work/Complexity) _____

_____

_____

_____

Is the Contract still Active? Yes _____ **No** _____

REFERENCE #2

Public Entity Name: _____

Reference Contact Person/Title/Department: _____

_____

Contact Number & Email _____

_____

Public Entity Size/Number of Residents/Square Mileage: _____

_____

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on Size/Scope of Work/Complexity) _____

_____

_____

_____

Is the Contract still Active? Yes _____ **No** _____

REFERENCE #3

Public Entity Name: _____

Reference Contact Person/Title/Department: _____

_____

Contact Number & Email _____

_____

Public Entity Size/Number of Residents/Square Mileage: _____

_____

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on Size/Scope of Work/Complexity) _____

_____

_____

_____

Is the Contract still Active? Yes _____ **No** _____

FORM 10

IRS FORM W-9

Please visit the following link for information about IRS Form W-9:
https://www.irs.gov/forms-pubs/about-form-w-9

Please complete and submit with the proposal IRS Form W-9, which may be found online by visiting:
https://www.irs.gov/pub/irs-pdf/fw9.pdf

□ **Check here to confirm IRS Form W-9 has been submitted as part of the response.**

Firm: _____

Authorized Signature: _____ **Date:** _____

Print or Type Name: _____ **Title:** _____

FORM 11

PROOF OF REQUIRED INSURANCE

FORM 14

PRICE PROPOSAL

The price proposal shall include all costs and expenses including the proposed staffing plan, expected hours and staffing costs. The proposal shall provide the hourly rates, and any rates for additional services. The prices and rates shall be all inclusive of labor, equipment, maintenance, fuel, delivery costs, travel time, per diem and any other travel or miscellaneous expenses

Hardee County Board of County Commissioners Request for Qualifications 26-004
For
Landfill Debris Mulching

Proposal #1: Big Dog Express of South Florida
Proposal #2: Consolidated Resource Recovery

FINAL SCORE SHEET RFQ 26-004

Evaluation Factors	Possible Combined Points	#1	#2
Firm Qualifications - Years in business, performance, willingness to meet time & budget requirements, workload, volume of work previously awarded.	**75**	**60**	**66**
Staff Experience & Qualifications - Adequacy of staffing plan, staff's experience, qualifications and technical capabilities.	**75**	68	50
Approach to Scope of Work - Understanding the scope of work and knowledge of the County and surrounding area, ability to comply with the full scope of work, method of approach**.**	**75**	70	65
Price Proposal	**75**	73	53
TOTAL	**300**	271	234
	Ranking	1	2

Committee Member Signature _____

Date **03/13/2026 @ 3:00 p.m. in the Capital Project Conference Room**

Purchasing Department
205 Hanchey Road
Wauchula, FL 33873

Big Dog Express of South FL Inc
691 East Main Street, Pahokee, FL 33476
Office Phone: (561) 924-9250
Office Fax: (561) 924-9252
Email: tuiwarehouse@yahoo.com

COVER LETTER

Date: 02/17/2026

Hardee County Board of County Commissioners
Attn: Purchasing Department
Hardee County, Florida

RE: RFP NO. 26-004
Yard Waste and Stump Grinding Services
Hardee County Landfill

Dear Evaluation Committee,

Big Dog Express of South FL, Inc. respectfully submits this proposal in response to RFP NO. 26-004 for Yard Waste and Stump Grinding Services at the Hardee County Landfill.

Big Dog Express specializes in high-volume vegetative grinding, stump reduction, landfill-based material management, and disaster debris processing throughout Florida. Our company maintains one of the strongest privately owned grinding fleets in the state and guarantees rapid mobilization, equipment redundancy, and uninterrupted operations.

We understand the operational and regulatory requirements associated with landfill-based grinding services, including:

- Rapid mobilization capability
- Continuous on-site operational presence
- Strict safety compliance and OSHA adherence
- Florida Department of Environmental Protection (FDEP) standards
- FEMA-compliant documentation during disaster activation
- Environmental protection, dust control, and fire prevention protocols

Big Dog Express is fully prepared to meet and exceed the Scope of Work outlined in RFP No. 26-004. Our operational model emphasizes immediate mobilization, equipment redundancy, trained personnel, and uninterrupted processing until project completion. Our dedicated backup grinder and 24/7 mobile maintenance support ensure service continuity and minimal downtime.

Our experience includes successful governmental contracts with multiple Florida municipalities and counties for yard waste grinding, vegetative processing, and solid waste services. These contracts remain in good standing and reflect our long-term commitment to performance, safety, and reliability.

Big Dog Express of South FL, Inc. acknowledges and agrees that this proposal shall remain valid and in full force and effect for a period of three hundred sixty-five (365) days from the date of submission.

We appreciate the opportunity to serve Hardee County and look forward to establishing a professional partnership built on safety, efficiency, and dependable service delivery.

Big Dog Express of South FL Inc
691 East Main Street, Pahokee, FL 33476
Office Phone: (561) 924-9250
Office Fax: (561) 924-9252
Email: tuiwarehouse@yahoo.com

Respectfully submitted,



Emilio Perez
President / Authorized Representative
Big Dog Express of South FL, Inc.

Big Dog Express of South FL Inc
691 East Main Street, Pahokee, FL 33476
Office Phone: (561) 924-9250
Office Fax: (561) 924-9252
Email: tuiwarehouse@yahoo.com

LETTER OF TRANSMITTAL

Big Dog Express of South FL, Inc.
691 East Main Street
Pahokee, Florida 33476
Office: (561) 924-9250
Email: tuiwarehouse@yahoo.com

Date: February 17, 2026

Hardee County Board of County Commissioners
Attn: Purchasing Department
Hardee County, Florida

RE: **Transmittal of Proposal – RFP No. 26-004**
Yard Waste and Stump Grinding Services

To the Purchasing Department:

Big Dog Express of South FL, Inc. hereby formally transmits our proposal for **RFP No. 26-004 – Yard Waste and Stump Grinding Services at the Hardee County Landfill**.

Enclosed is our complete response, which includes:

- A detailed Operational Plan and Site Management Approach
- Site Safety and Environmental Plan (SSEP)
- Disaster and Emergency Response Capabilities
- Equipment and Resource Inventory
- Experience & Qualifications
- Required Forms and Pricing (Form 14)
- Signed Certifications and Attachments

This submittal represents the full and complete proposal of Big Dog Express of South FL, Inc.

We affirm the following:

1. Big Dog Express is authorized to conduct business in the State of Florida.
2. The undersigned is duly authorized to bind Big Dog Express to all terms and conditions of this proposal.
3. The proposal is responsive to all requirements outlined in RFP No. 26-004.
4. Big Dog Express will comply with all insurance, safety, environmental, and operational requirements established by Hardee County.
5. **This proposal shall remain valid and binding for three hundred sixty-five (365) days** from the date of submission.

Big Dog Express of South FL Inc
691 East Main Street, Pahokee, FL 33476
Office Phone: (561) 924-9250
Office Fax: (561) 924-9252
Email: tuiwarehouse@yahoo.com

Should Hardee County require clarification, additional documentation, or supplemental information, Big Dog Express will respond promptly and cooperatively.
Thank you for the opportunity to submit this response. We look forward to supporting Hardee County with reliable and efficient grinding services.

Sincerely,



President / Authorized Representative
Big Dog Express of South FL, Inc.
691 E Main St. Pahokee, FL 33476
Direct #: 561-902-7606
Fax #: 561-924-9252
E-mail Address: tuiwarehouse@yahoo.com

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Big Dog Express of South FL Inc
691 East Main Street, Pahokee, FL 33476
Office Phone: (561) 924-9250
Office Fax: (561) 924-9252
Email: tuiwarehouse@yahoo.com

QUALIFICATIONS, EXPERIENCE, AND CAPABILITY STATEMENT
(For Hardee County RFP No. 26-004 – Yard Waste and Stump Grinding Services)

1. Knowledge, Expertise & Capabilities Related to the Scope of Work
Big Dog Express of South FL Inc possesses extensive, hands-on experience executing all components of yard waste processing, stump reduction, vegetative debris grinding, landfill support operations, and FEMA-compliant documentation requirements. Big Dog's capabilities are proven through multiple long-term contracts with Florida counties and municipalities, including Broward County, Osceola County, the City of Tampa, the City of St. Cloud, and Brevard County.
.
Phase 1 – Mobilization, Setup & Site Coordination
Big Dog Express has demonstrated the ability to rapidly mobilize heavy equipment, operators, and safety resources for both scheduled operations and emergency deployments.
Capabilities include:

- Mobilizing high-horsepower grinders up to 1,000 HP
- Transporting walking-floor trailer fleets for high-volume hauling
- Setting up safe work zones, traffic patterns, and environmental controls
- Immediate response readiness supported by 24/7 mechanics and backup grinders

Grinding, Processing & Volume Reduction
Big Dog Express specializes in high-volume vegetative debris and stump grinding services statewide.
Capabilities include:

- Processing yard waste, clean wood, oversize stumps, and mixed debris
- Maintaining consistent production rates with high-horsepower grinders
- Managing piles, windrows, and controlled grinding cycles
- Reducing oversized logs and storm-related debris
- Ensuring particle sizing and quality of mulch per County specifications

Environmental, Dust Control & Safety Management
Big Dog Express maintains a proactive safety, environmental, and fire-prevention program aligned with:

- OSHA standards
- FDEP yard trash handling regulations
- Local landfill environmental controls
- Fire risk mitigation policies

Big Dog Express has repeatedly demonstrated compliance through major government contracts.
For example, the City of St. Cloud contract (2022–Present) requires dust control, fire prevention, and OSHA-compliant operations.
Capabilities include:

- Daily site safety briefings
- Dust suppression through water trucks and misting systems
- Firewatch monitoring and pile spacing
- Proper signage, operator certification, PPE enforcement

Big Dog Express of South FL Inc
691 East Main Street, Pahokee, FL 33476
Office Phone: (561) 924-9250
Office Fax: (561) 924-9252
Email: tuiwarehouse@yahoo.com

Documentation, Reporting
Big Dog Express has experience with performing compliant work including:

- Daily load tickets
- CY tonnage logs
- Hauling records
- Hazard tree/stump documentation
- Site activity logs
- Activation logs and stand-by documentation

Inter-Agency Coordination & Communication
Big Dog Express has worked with:

- Solid waste divisions
- Public Works departments
- Emergency management offices
- Landfill managers
- Engineering and compliance staff
- Environmental monitoring teams

Because Big Dog Express currently serves five different Florida jurisdictions simultaneously, it demonstrates the ability to coordinate effectively across agencies, particularly in managing overlapping operational days, safety inspections, and compliance reviews.

Examples include:

- St. Cloud Public Works (2022–Present)
- Broward County Solid Waste Division (2024–Present)
- City of Tampa Solid Waste (2018–Present)
- Osceola County Solid Waste (2024–Present)

Billing Practices & Government Accounting Standards
Big Dog Express has extensive experience generating government-format invoices, including:

- Unit-price based billing (CY, ton, hourly, daily)
- Load ticket reconciliation
- Backup documentation packages
- Verification logs
- Mobilization/demobilization invoicing
- Public records-compliant invoice formatting

2. Number of Years in Business
Big Dog Express of South Florida, Inc. has 25+ years in the grinding/processing/mulching industry.

3. Number of Full-Time Employees

- **Manager/Superintendent/Secretary:** 3
- **Full-time equipment operators / work crew:** 8

Total full-time employees: 11

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4. Volume of Work During the Last Five (5) Years
From 2019 to current, Big Dog Express has performed grinding, hauling, and vegetative waste services for multiple jurisdictions, including:

- **City of Tampa – 2018 to Present**
- **City of St. Cloud – 2022 to Present**
- **Broward County – 2024 to Present**
- **Osceola County – 2024 to Present**
- **Brevard County – 2025 to Present**

This includes thousands of tons of grinding, hauling, and debris management annually.

5. List of Current Relevant Clients (With Contact Info & Project Descriptions)

1. Broward County Solid Waste & Recycling
Services: Yard Waste Processing & Disposal (2024–Present)
Contact: Mike Bowe, Senior Engineering Inspector
Phone: (954) 474-1838
Email: mibowe@broward.org
Approx billed amount: $529,880.00
2. Osceola County Solid Waste
Services: Grinding & Disposal of Vegetative Wood Waste (2024–Present)
Contact: Eileen Perez-Calkins
Phone: (407) 742-7750
Email: eileen.calkins@osceola.org
Approx billed amount: $1,587,000.00

3. City of St. Cloud – Public Works Department
Services: Mulching and Disposal Services for Vegetative Waste (2022–Present)
Contact: David Kastner, Superintendent of Solid Waste
Phone: (407) 957-7267
Email: david.kastner@stcloudfl.gov
Approx billed amount: $1,331,800.00

4. Brevard County – Public Works Department
Services: Mulching & Disposal for Yard Trash & Vegetation (2025–Present)
Contact: Geraina Johnson, Superintendent of Solid Waste
Phone: (321) 863-6816
Email: geraina.johnson@brevardfl.gov
Approx billed amount: $3,720,000.00

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EXPERIENCE AND QUALIFICATIONS OF ASSIGNED STAFF

Big Dog Express of South FL, Inc. assigns the following key personnel to support RFP No. 26-004 – Yard Waste and Stump Grinding Services. All personnel listed below are *direct employees* of Big Dog Express.

1. Henry Cardona – Site Manager / Lead Grinder Operator (Certified)
Percentage Assigned to This Project: 60%
Years With Big Dog Express: 22 years
Years With Other Firms: 13 years
Total Industry Experience: 35 years
Experience With Similar Projects

- Managed large-scale grinding operations for major Florida counties and municipalities
- Over 8,000 operational hours on Vermeer and Morbark horizontal grinders and tub grinders
- Successfully supervised storm debris operations, stump reduction, contamination sorting, and mulch production
- Primary County liaison on multiple contracts, including Polk, St. Cloud, Broward, and Osceola
- On-site lead for safety compliance, environmental controls, fire-watch procedures, and traffic control

Specific Project Involvement

- Direct daily landfill-based grinding operations identical to Hardee County's scope, including yard waste, clean wood, and oversized stump processing.
- Manage grinder setup, safe work zones, pile separation, and windrow formation on County landfill property
- Coordinate with crew on production goals, debris pile sequencing, dust suppression scheduling, and fire-watch procedures.
- Oversee contamination screening and ensure mulch output meets county quality requirements.
- Produce daily volume reports, load counts, and documentation consistent with RFP 26-004 specifications.
- Lead site crew during storm debris activations requiring stump reduction and vegetative debris grinding under FEMA standards.

Education & Certifications

- Certified Grinder Operator (Horizontal & Tub Grinder Systems)
- OSHA Safety Certification – Heavy Equipment Operations
- Equipment Maintenance & Preventative Systems Training

Active Registrations

- Equipment Operator Certification

Additional Relevant Qualifications

- Expert in preventative maintenance and high-volume throughput optimization
- Skilled in field diagnostics, repair, and safety hazard mitigation
- Strong leadership for multi-crew coordination and County communication

2. Eduardo Perez – Heavy Equipment Operator
Percentage Assigned to This Project: 50%
Years With Big Dog Express: 12 years
Years With Other Firms: 2+ years
Total Industry Experience: 14+ years
Experience With Similar Projects

- Extensive experience operating loaders, dozers, excavators, and support equipment for vegetative debris sites
- Specializes in pile formation, grinder feed management, and material sorting
- Supports large-scale stump reduction, pre-processing, and contamination screening
- Worked on County contracts in St. Cloud, Osceola, Broward, and Palm Beach SWA

Specific Project Involvement

- Operate loaders and dozers to build, maintain, and stage vegetative waste piles at landfill sites similar to the Hardee County Landfill layout.
- Manage grinder feed operations, ensuring consistent throughput and safe debris flow for high-volume processing.
- Perform contamination removal, stump alignment, and pre-processing of debris ahead of grinding.
- Assist in fire-prevention spacing, dust-control operations, and safe equipment movement within landfill boundaries.
- Provide loadout and stockpile coordination to meet county production timelines and operational windows.

Education & Certifications

- Heavy Equipment Operator Certification – Loader, Dozer, Excavator
- Traffic Control & Spotter Certification

Additional Relevant Qualifications

- Strong knowledge of debris flow, grinder intake control, and staging layout
- Skilled in safe pile buildup, contamination removal, and field efficiency control

3. Alfredo Godinez – Equipment Operator / Ground Support & Spotter
Percentage Assigned to This Project: 50%
Years With Big Dog Express: 17 years
Years With Other Firms: 7+ years
Total Industry Experience: 24+ years
Experience With Similar Projects

- Experienced in waste-site traffic control, ground operations, and safety enforcement
- Supports grinding operations, debris flow coordination, truck staging, load verification, and field communication
- Worked on projects involving storm debris reduction, hauling coordination, and landfill operations

Specific Project Involvement

- Act as primary spotter and ground-support operator on landfill grinding sites, ensuring safe truck flow, grinder positioning, and equipment movement.
- Support vegetative waste staging, stump positioning, and debris sorting consistent with county landfill operations.
- Conduct fire-watch duties, dust-monitoring, and hazard detection required for open-air grinding operations.
- Verify load tickets, counted processed cubic yards, and assisted in daily reporting aligned with county billing formats.

- Coordinate with crew on haul routes, dumping locations, and debris separation as required by county procedures.

Education & Certifications

- Equipment Safety & Field Communications Training

Additional Relevant Qualifications

- Strong safety enforcement background
- Skilled in directing truck flow, grinder intake spotting, and hazard identification
- Effective communicator between operators, County supervisors, and field staff

Staffing Plan Overview

Big Dog Express assigns one fully dedicated site manager (Cardona) and two equipment operators (Perez & Godinez) who will be on rotational or full-time availability as needed.

Staffing Commitment

- **Minimum crew on site:** 2 to 3 employees
- **Lead maintained throughout:** Site Manager / Grinder Operator
- **Support crew:** Loader operator, ground spotter, truck support as needed
- **Backup personnel available:** 24/7 on call for emergency activations

Company Location Statement & Corporate Profile

Big Dog Express of South FL, Inc. is a **local Florida-based company** operating exclusively within the State of Florida. The company's main office and operational headquarters is located at:
691 E. Main Street Pahokee, Florida 33476

Big Dog Express is a privately owned regional contractor specializing in grinding, mulching, hauling, vegetative debris processing, and landfill operational support. The company has grown into a leading provider of yard waste and stump grinding services for municipal and county governments across Florida.
The firm operates a modern fleet of grinders, loaders, excavators, walking-floor trailers, and support vehicles, enabling rapid mobilization, continuous on-site operations, and reliable service delivery. Big Dog Express maintains long-standing relationships with multiple Florida jurisdictions, including Broward County, Osceola County, the City of St. Cloud, the City of Tampa, and the Palm Beach County Solid Waste Authority.
As a local Florida contractor with nearly two decades of operational experience, Big Dog Express possesses the regional knowledge, staffing capacity, and equipment resources required to support Hardee County's yard waste and stump grinding needs efficiently and safely.

OPERATIONAL PLAN – HARDEE COUNTY LANDFILL

Mobilization

Big Dog Express guarantees rapid mobilization upon County request. Our equipment is owned and maintained in ready-to-deploy status.

Mobilization includes:

- Transport of primary horizontal grinder
- Loader and excavator with grapple
- Water truck for dust suppression
- Safety signage and traffic control setup
- Pre-operational inspection and verification
- Site walk-through with County representative

Mobilization/Demobilization Rate: $1,000.00 per event

Grinding Operations

Equipment Configuration

- High-horsepower horizontal grinder (800–1,000 HP)
- Dedicated loader for feed management
- Excavator with grapple for stump handling
- Water truck for dust suppression

Processing Capabilities

- Yard trash and clean wood waste
- Oversized stumps and root balls
- Hazard trees and large vegetative debris
- Contaminated loads (if required)

Production Strategy

- Windrow staging for material drying
- Continuous feed system to eliminate downtime
- Pile separation and organized stockpiling
- Efficient traffic flow within landfill footprint

Environmental Controls

Big Dog Express implements advanced environmental safeguards:

- Continuous water truck suppression
- Atomized misting system at grinder discharge
- Fire prevention spacing and pile height control
- On-site monitoring of wind and dust conditions
- Immediate response to environmental concerns

Safety Program

All personnel receive:

- Equipment operation training
- OSHA-compliant safety instruction
- Daily Job Safety Analysis (JSA)
- Traffic control procedures
- Landfill operational hazard awareness

A dedicated Site Supervisor ensures safety compliance at all times.

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Office Phone: (561) 924-9250
Office Fax: (561) 924-9252
Email: tuiwarehouse@yahoo.com

SITE SAFETY AND ENVIRONMENTAL PLAN

1. PURPOSE

This Site Safety and Environmental Plan (SSEP) establishes policies and procedures to ensure:

- Safe operation of yard waste and stump grinding activities
- Protection of workers, County personnel, and the public
- Compliance with federal, state, and local environmental regulations
- Compliance with FEMA Public Assistance documentation requirements (when activated)
- Compliance with Florida Department of Environmental Protection (FDEP) standards

2. SCOPE OF WORK COVERED

Operations include:

- Yard trash grinding
- Land clearing debris processing
- Stump grinding
- Clean wood waste reduction into mulch
- Emergency/disaster debris processing (if activated)

3. REGULATORY COMPLIANCE

Big Dog Express shall comply with:

Federal

- Occupational Safety and Health Administration (OSHA)
- Federal Emergency Management Agency (FEMA PAPPG requirements if activated)
- United States Environmental Protection Agency (EPA)
- Clean Air Act
- Clean Water Act
- Resource Conservation and Recovery Act (RCRA)

Florida

- Florida Department of Environmental Protection
- Florida Administrative Code Chapter 62-701 (Solid Waste Facilities)
- Florida Administrative Code Chapter 62-709 (Yard Trash Processing)
- Florida Statutes §440 (Workers' Compensation)
- Florida Fire Prevention Code
- Florida Stormwater regulations

4. SITE SAFETY PROGRAM

4.1 Site Control

- Designated grinding zone with restricted access
- Clearly marked ingress/egress routes
- Traffic control cones and signage
- Equipment exclusion zones (minimum 50-foot safety buffer)

4.2 Personal Protective Equipment (PPE)

Mandatory PPE for all personnel:

- Hard hats
- High visibility vests
- Steel-toe boots
- Safety glasses with side shields
- Hearing protection
- Cut-resistant gloves
- Respiratory protection (as needed for dust)

4.3 Equipment Safety

- Daily pre-operation equipment inspections
- Fire extinguishers mounted on all heavy equipment
- Backup alarms required on mobile machinery
- Lockout/Tagout procedures enforced
- Only trained operators permitted to operate grinders

4.4 Fire Prevention & Control

Because grinding operations present fire risk:

- Water truck or on-site water source available during operations
- Fire extinguishers (ABC rated) on all equipment
- Smoking prohibited in processing areas
- Heat monitoring of mulch piles
- Pile height and size consistent with FDEP guidelines

If a fire occurs:

- Immediate notification to Hardee County
- 911 notification if necessary
- Fire containment perimeter established

4.5 Worker Protection & Training

- OSHA-compliant training for operators
- Heavy equipment certification
- Daily safety briefings
- Hazard communication program
- Drug-Free Workplace

5. ENVIRONMENTAL PROTECTION MEASURES

5.1 Spill Prevention & Containment

- Spill kits maintained onsite
- Secondary containment for fuel storage
- Immediate reporting of spills to County
- Proper disposal of contaminated materials

5.2 Stormwater & Runoff Control

- Maintain vegetative buffers
- Prevent discharge of debris into drainage areas
- No grinding in standing water

- Compliance with FDEP stormwater regulations

5.3 Dust Control

- Water spray during grinding as needed
- Speed limits enforced for trucks
- Work paused during excessive wind conditions

5.4 Noise Control

- Operations limited to approved County hours
- Equipment mufflers maintained
- Community disturbance minimized

5.5 Waste Segregation

Only authorized materials will be processed:

✓ Yard trash

✓ Clean wood

✓ Stumps

Prohibited materials:

✗ Hazardous waste

✗ Treated lumber

✗ Tires

✗ Metal or plastics

Unauthorized materials will be separated and reported to County staff.

6. FEMA COMPLIANCE (IF ACTIVATED)

If activated under emergency/disaster operations:

- Load ticket documentation
- Cubic yard measurement logs
- Daily operational reports
- GPS tracking (if required)
- Monitoring coordination with County/FEMA representatives
- Record retention minimum of three (3) years

7. INSURANCE & INDEMNIFICATION

Big Dog Express shall maintain insurance coverage meeting or exceeding requirements outlined in Section 3 and Section 6 of RFP 26-004 including:

- Workers' Compensation
- Commercial General Liability ($1,000,000 minimum)
- Automobile Liability ($1,000,000 minimum)
- Professional Liability (if required)

Hardee County shall be named as Additional Insured.

8. EMERGENCY RESPONSE PROCEDURES

In the event of:

- Injury → Call 911, notify County immediately
- Fire → Activate emergency response, isolate area

- Spill → Contain immediately, notify County within 24 hours
- Equipment failure → Secure area and cease operation

An operations manager will be available during active grinding operations.

9. RECORDKEEPING
The Contractor shall maintain:
- Daily logs of cubic yards processed
- Equipment hours
- Personnel attendance
- Safety inspection reports
- Incident reports
- Environmental compliance documentation

All records shall be available for County or FEMA inspection upon request.

10. PLAN ENFORCEMENT
The Site Supervisor is responsible for:
- Implementation of this Plan
- Worker compliance
- Immediate correction of unsafe conditions
- Coordination with Hardee County representatives

DISASTER / EMERGENCY RESPONSE CAPABILITY

Big Dog Express maintains full disaster activation capability.
Our fleet can scale operations rapidly in post-storm or emergency conditions.

EQUIPMENT RESOURCES

Big Dog Express maintains:
Grinders
- Multiple Vermeer 6800, 7000, 8000 models
- Morbark 7600 units

Loaders
- John Deere 544, 624, 724, 744 series
- 744L models

Excavators
- John Deere 210G, 330, 350G
- Hitachi trackhoe units

Hauling Fleet
- 31 walking-floor trailers and trucks

A dedicated backup grinder is maintained within 48-hour deployment range to ensure 99% operational uptime.

COMMITMENT TO HARDEE COUNTY

Big Dog Express of South FL, Inc. guarantees:

Big Dog Express of South FL Inc
691 East Main Street, Pahokee, FL 33476
Office Phone: (561) 924-9250
Office Fax: (561) 924-9252
Email: tuiwarehouse@yahoo.com

- Reliable mobilization
- Continuous operational presence
- Equipment redundancy
- Environmental protection
- Strict safety compliance
- Accurate documentation
- Professional service delivery
-

We are fully prepared to begin operations immediately upon award.

RFP NO. 26-004
Yard Waste and Stump Grinding Services
Hardee County Landfill

Submitted by:
Big Dog Express of South FL, Inc.

Authorized Representative: 

Printed Name: Emilio Perez
Title: President
Date: 02/17/2026

SECTION 8 FORMS

FORM 1 PROPOSAL CHECKLIST

X Form 1: Proposal Checklist

X Form 2: Company Qualifications Questionnaire

X Form 3: Certificate of Authority (Complete one of the two forms as applicable)

X Form 3A: Certificate of Authority (for Corporations or Partnerships)

X Form 3B: Certificate of Authority (for Individuals)

X Form 4: Acknowledgment of Addenda

X Form 5: Single Execution Affidavits-General Contracts

- Americans with Disabilities Act Compliance Affidavit
- Public Entity Crimes Affidavit
- No Conflict of Interest or Contingent Fee/Anti-Kickback/Code of Ethics Affidavit
- Business Entity Affidavit
- Non-Collusion/Anti-Collusion Affidavit
- Scrutinized Companies Affidavit
- Acknowledgment, Warranty, and Acceptance
- Ownership Disclosure Affidavit
- Truth in Negotiation Certificate (If applicable)
- Prohibition on Contingent Fees
- Foreign Country of Concern
- E-Verify Affidavit
- Anti-Human Trafficking Affidavit
- Drug-free Workplace Affidavit
- SCOP/SCRAP FDOT

X Form 6: Single Execution Affidavits-Federal Aid Contracts

- Disadvantaged Business Enterprise
- Affirmative Action Compliance
- Certification of Independent Price Determination
- Certification of Non-Segregated Facilities
- Certification for Disclosure of Lobbying Activities on Federal Aid Contracts (Compliance with 49 CFR, §20.100(b))
- ARPA Compliance

X Form 7: Dispute Disclosure

X Form 8: Key Staff and Proposed Subcontractors

X Form 9: Reference Letters

X Form 10: IRS Form W-9

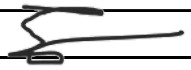
X Form 11: Proof of Required Insurance

X Form 12: Bid Security/Bid Bond (unless waived)

X Form 13: Performance Bond & Payment Bond (unless waived)

X Form 14: Price Proposal

Firm: BIG DOG EXPRESS OF SOUTH FL INC **Date:** 02/17/2026

Authorized Signature: 

Print or Type Name: BIG DOG EXPRESS OF SOUTH FL INC **Title:** PRESIDENT

FORM 2

COMPANY QUALIFICATIONS QUESTIONNAIRE

Please complete this Company Qualifications Questionnaire. By completing this form and submitting a response to the solicitation, you certify that any and all information contained in the Response is true, that your response to the RFP is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a response to the RFP for the same materials, supplies, equipment, or services, is in all respects fair and without collusion or fraud, that you agree to abide by all terms and conditions of the solicitation, and certify that you are authorized to sign for the Respondent's firm. Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. In no event should the total page count of all attachments to this Form exceed five (5) pages. Some information may not be applicable; in such instances, please insert "N/A".

BIG DOG EXPRESS OF SOUTH FL INC

Firm Name

691 E MAIN ST PAHOKEE, FL 33476

Principal Business Address

561-924-9250

Telephone Number Facsimile Number

TUIWAREHOUSE@YAHOO.COM

Email Address

26-3037741

Federal I.D. No. or Social Security Number Municipal Business Tax/Occupational License No.

FIRM HISTORY AND INFORMATION

How many years has the firm has been in business under its current name and ownership? 20+

Please identify the Firm's document number with the Florida Division of Corporations and date the Firm registered/filed to conduct business in the State of Florida:

P08000068880 07/21/2008

Document Number Date Filed

Please identify the Firm's category with the Florida Department of Business Professional Regulation (DBPR), DBPR license number, and date licensed by DBPR:

N/A

Category License No. Date Licensed

Please indicate the type of entity form of the Firm (if other, please describe):

□ Individual □ Partnership ☑ Corporation □ LLC □ LLP □ Other

Please identify the Firm's primary business:

Solid Waste Hauling, Yard Waste/Vegetation Collection, Vegetation Grinding/Mulching/Processing

Please identify the number of continuous years your Firm has performed its primary business: 20+

Please list all professional licenses and certifications held by the Firm, its Qualifier/Principal, and any Key Staff, including any active certifications of small, minority, or disadvantaged business enterprise, and the name of the entity that issued the license or certification:

License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date
N/A			

Please identify the name, license number, and issuance date of any prior companies that pertain to your Firm:

License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date
N/A			

Please identify all individuals authorized to sign for the entity, their title, and the threshold/level of their signing authority:

Authorized Signor's Name	Title	Signing Authority Threshold (All, Cost up to $X-Amount, No Cost, Other)
EMILIO PEREZ	PRESIDENT	ALL

Please identify the total number of Firm employees, managerial/administrative employees, and identify the total number of trades employees by trade (e.g., 20 electricians, 5 laborers, 2 mechanics, etc.):

Total No. of Employees	11
Total No. of Managerial/Administrative Employees	3
Total No. of Trades Employees by Trade	

INSURANCE INFORMATION

Please provide the following information about the Firm's insurance company:

BIG Insurance Consulting — Ileana Carrazana

Insurance Carrier Name — Insurance Carrier Contact Person

125 Doctor M.L.K. Jr Blvd E, Belle Glade, FL 33430, 561-993-3345, ileanacarrazana@biginsuranceconsulting.com

Insurance Carrier Address — Telephone No. — Email

Has the Firm filed any insurance claims in the last five (5) years? ☒ No □ Yes

If yes, please identify the type of claim and the amount paid out under the claim: _____

FIRM OWNERSHIP

Please identify all Firm owners or partners, their title, and percent of ownership:

Owner/Partner Name	Title	Ownership (%)
EMILIO PEREZ	PRESIDENT	100

Please identify whether any of the owners/partners identified above are owners/partners in another entity:

☑ No □ Yes If yes, please identify the name of the owner/partner, the other entity's name, and percent of ownership held by the stated owner/partner:

Owner/Partner Name	Other Entity Name	Ownership (%)

RECENT CONTRACTS

Please identify the five (5) most recent contracts in which your Firm has provided services to other public entities:

Public Entity Name	Contact Person	Telephone No.	Email Address	Date Awarded

By signing below, Respondent certifies that the information contained herein is complete and accurate to the best of Respondent's knowledge.

Firm: BIG DOG EXPRESS OF SOUTH FL INC

Authorized Signature: _____ **Date:** 02/17/2026

Print or Type Name: EMILIO PEREZ **Title:** PRESIDENT

FORM 3B

CERTIFICATE OF AUTHORITY
(if Individual)

I, EMILIO PEREZ ("Affiant") being first duly sworn, deposes and says:

1. I am the OWNER/PRESIDENT
   [Select and print as applicable: Owner/Partner/Officer/Representative/Agent] of: _____
   BIG DOG EXPRESS OF SOUTH FL INC doing business
   as BIG DOG EXPRESS OF SOUTH FL INC, the Contractor
   that has submitted the attached Proposal.
2. I am fully informed respecting the preparation and contents of the attached Proposal and all of the pertinent circumstances respecting such Proposal.
3. I am authorized to execute the Proposal dated 02/17/2026, and submit this Proposal to Hardee County, and the execution of this Certificate of Authority, attested to by a Notary Public, will be the official act and deed of this attestation.

In the presence of:

Witness #1 Print Name: EDENIA FIGUEROA

Witness #2 Print Name: ARIANA MELO

Signed, sealed and delivered by:

Print Name: EMILIO PEREZ

Title: PRESIDENT

ACKNOWLEDGMENT

State of Florida
County of PALM BEACH

The foregoing instrument was acknowledged before me by means of X physical presence or __ online notarization, this 17TH day of FEBRUARY, 2026, by EMILIO PEREZ (name of person) as PRESIDENT (type of authority) for BIG DOG EXPRESS OF SOUTH FL INC _____(name of party on behalf of whom instrument is executed).

RHINA PATRICIA GADEA
Notary Public (Print, Stamp, or Type as Commissioned)

X Personally known to me; or
_____ Produced identification (Type of Identification:_____)
_____ Did take an oath; or
_____ Did not take an oath.

Notary Public State of Florida
Rhina Patricia Gadea
My Commission HH 600448
Expires 12/29/2028

FORM 4

ACKNOWLEDGEMENT OF ADDENDA

I HEREBY ACKNOWLEDGE that I have received all of the following addenda and am informed of the contents thereof:

Addendum Numbers Received:
(Check the box next to each addendum received)

X Addendum 1	_____ Addendum 6
X Addendum 2	_____ Addendum 7
X Addendum 3	_____ Addendum 8
_____ Addendum 4	_____ Addendum 9
_____ Addendum 5	_____ Addendum 10

Firm: BIG DOG EXPRESS OF SOUTH FL INC

Authorized Signature: _____ **Date:** 02/20/2026

Print or Type Name: EMILIO PEREZ **Title:** PRESIDENT

FORM 5

SINGLE EXECUTION AFFIDAVITS-GENERAL CONTRACTS

THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE RESPONDENT OR BIDDER AND NOTARIZED BELOW. IN THE EVENT THE RESPONDENT OR BIDDER CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE RESPONDENT OR BIDDER IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A PROPOSAL/BID.

THESE SINGLE EXECUTION AFFIDAVITS ARE STATEMENTS MADE ON BEHALF OF:

BIG DOG EXPRESS OF SOUTH FL INC
NAME OF PROPOSING OR BIDDING ENTITY

By: EMILIO PEREZ, PRESIDENT
INDIVIDUAL'S NAME AND TITLE

26-3037741
FEIN OF PROPOSING OR BIDDING ENTITY

Date: 02/17/2026

Americans with Disabilities Act Compliance Affidavit

The above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 229 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

EP
Respondent Initials

Public Entity Crimes Affidavit

I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with 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 bid 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 misrepresentations.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of

a plea of guilty or nolo contendere.

I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. 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 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 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 36 months shall be considered an affiliate.

I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision 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, and partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement.

(INDICATE WHICH STATEMENT APPLIES.)

☑ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with ad convicted of a public entity crime subsequent to July 1, 1989.

□ The entity submitting this sworn statement, or one 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 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 Consultant list (attach a copy of the final order).

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 above is for that public entity only and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in this form.

EP

Respondent Initials

No Conflict of Interest or Contingent Fee/Anti-Kickback/Code of Ethics Affidavit

Respondent warrants that neither it nor any principal, employee, agent, representative nor family member has paid, promised to pay, or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Respondent also warrants that neither it nor any principal, employee, agent, representative nor family member has procured or attempted to procure this contract in violation of any of the provisions of Florida law. Further, Respondent acknowledges that any violation of this warranty will result in the termination of the contract and forfeiture of funds paid or to be paid to the Respondent should the Respondent be selected for the performance of this contract.

EP

Respondent Initials

Business Entity Affidavit

Respondent hereby recognizes and certifies that no elected official, board member, or employee of Hardee County ("County") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no County employee, nor any elected or appointed officer (including County board members) of the County, nor any spouse, parent or child of such employee or elected or appointed officer of the County, may be a partner, officer, director or proprietor of Respondent or Consultant, and further, that no such County employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Consultant or Respondent. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Respondent. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by the County. Further, Respondent recognizes that with respect to this transaction or bid, if any Respondent violates or is a party to a violation the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Respondent may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to County.

EP

Respondent Initials

Non-Collusion/Anti-Collusion Affidavit

1. Respondent/Bidder has personal knowledge of the matters set forth in its Proposal/Bid and is fully informed respecting the preparation and contents of the attached Proposal/Bid and all pertinent circumstances respecting the Proposal/Bid;
2. The Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid; and
3. Neither the Respondent/Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Respondent/Bidder, firm, or person to submit a collusive or sham Proposal/Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Respondent/Bidder, firm, or person to fix the price or prices in the attached Proposal/Bid or of any other Respondent/Bidder, or to fix any overhead, profit, or cost element of the Proposal/Bid price or the Proposal/Bid price of any other Respondent/Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Hardee County or any person interested in the proposed Contract.

EP

Respondent Initials

Scrutinized Companies

1. Respondent certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the County may immediately terminate the Agreement that may result from this RFQ at its sole option if the Respondent or its subcontractors are found to have submitted a false certification; or if the Respondent, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
2. If the Agreement that may result from this RFQ is for more than one million dollars, the Respondent certifies that it and its subcontractors are 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 County may immediately terminate the Agreement that may result from this RFQ at its sole option if the Respondent, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Respondent, its affiliates, or its subcontractors are 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.
3. The Respondent agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this RFQ. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

EP

Respondent Initials

Acknowledgment, Warranty, and Acceptance

1. Consultant warrants that it is willing, able to, and will comply with all applicable federal, state, county, and local laws, rules and regulations.
2. Consultant warrants that it has read, understands, and is willing to and will comply with all of the requirements of the solicitation and any and all addenda issued pursuant thereto.
3. Consultant warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the County Manager.
4. Consultant warrants that all information provided by it in connection with this proposal is true and accurate.
5. I hereby propose to furnish the services specified in the RFP. I agree that my Proposal will remain firm for a period of 365 days in order to allow the County adequate time to evaluate the Statements of Qualifications.
6. I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Statement of Qualification on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.
7. I understand that a person or affiliate who has been placed on the convicted Consultant list following a conviction for public entity crimes 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 public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity , and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Consultant list.

EP

Respondent Initials

Ownership Disclosure Affidavit

1. If the contract or business transaction is with a corporation or company, the full legal name and business address shall be provided for each officer, director, member and manager and each stockholder or member who holds directly or indirectly five percent (5%) or more of the corporation's or company's stock or shares. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

Name	Address	Ownership (%)
EMILIO PEREZ	691 E MAIN ST PAHOKEE, FL 33476	100%

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial, or otherwise) in the contract or business transaction with the County are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

Name	Address
N/A	N/A

EP
Respondent Initials

Truth in Negotiation Certificate – CCNA Procurement Only

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for projects and services that may be offered pursuant to this Request for Proposals and the Services Agreement related thereto will be accurate, complete, and current at the time of contracting. The Consultant further agrees that the price provided under separate, project specific agreements and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of each corresponding

agreement. For purpose of this certificate, the end of the agreement shall be deemed to be the date of the final billing or acceptance of the work by the County, whichever is later. The undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a), Florida Statutes for the undersigned firm to receive an agreement for professional architecture and engineering services with Hardee County, Florida.

EP

Respondent Initials

Prohibition on Contingent Fees

The Consultant warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Request for Proposals and the Services Agreement related thereto and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. The undersigned Consultant is furnishing this statement pursuant to Section 287.055(6)(a), Florida Statutes for the undersigned firm to receive an agreement for professional services with Hardee County, Florida. Consultant understands that for the breach or violation of this provision, the County shall have the right to terminate the resulting 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. The provisions of this statement shall be incorporated in the resulting agreement, if awarded, as though fully stated therein.

EP

Respondent Initials

Foreign Country of Concern Disclosure Certification

This certification is applicable if the offer exceeds $100,000.

Pursuant to section 286.101, Florida Statutes, the Respondent is required to disclose any current or prior interest of, any contract with, or any grant or gift received from a Foreign Country of Concern, as defined below, if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

For purposes of this section, “Foreign Country of Concern" means the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern.

Respondent’s disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. Note that within one (1) year before proposing any contract to the County, such entity must provide a copy of such disclosure to the Florida Department of Financial Services.

By executing this certification, the respondent certifies that it either has, or will prior to contract award, disclose any current or prior interest of, any contract with, or any grant or gift received from a Foreign Country of Concern (CHECK "NONE" IF NONE EXISTS).

☒ NONE

OR

☐ CURRENT OR PRIOR INTEREST WITH FOREIGN COUNTRY OF CONCERN

If this option is selected, in the space below, provide:

1. The name and mailing address of the disclosing entity;
2. The amount of the contract or gift or grant or the value or the interest disclosed;
3. The applicable Foreign Country of Concern;
4. The date of the termination of the contract or interest;
5. The date of the receipt of the grant or gift;
6. The name of the agent or controlled entity that is the source or interest holder; and
7. State whether within one (1) year before submitting this offer, such entity provided a copy of the disclosure to the Florida Department of Financial Services.

EP
Respondent Initials

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, Hardee County, Florida requires all contractors doing business with the County to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The County will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The respondent Firm must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the Firm's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify

By submitting a response to this RFQ and signing below, the respondent Firm acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

☒ **Check here to confirm proof of enrollment in E-Verify has been submitted as part of the response.**

EP
Respondent Initials

Anti-Human Trafficking Affidavit

Instructions: This form must be completed by an officer or representative of an entity entering into, renewing, or extending, a contract with Hardee County, Florida (the "County").

The undersigned, on behalf of BIG DOG EXPRESS OF SOUTH FL INC ("Contractor"), hereby attests as follows:

A. Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the County from executing, renewing, or extending a contract to entities that use coercion for labor or services, with such terms defined as follows:

- **"Coercion"** means: **(1)** using or threatening to use physical force against any person; **(2)** restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; **(3)** using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the

labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; **(4)** destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; **(5)** causing or threatening to cause financial harm to any person; **(6)** enticing or luring any person by fraud or deceit; or **(7)** providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

- **"Labor"** means work of economic or financial value.
- **"Services"** means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.

B. Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, hereby represent that I make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of Contractor. **Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.**

EP

Respondent Initials

DRUG-FREE WORKPLACE AFFIDAVIT

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 proposed 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 employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contender to, any violation 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.

EP

Respondent Initials

Small County Outreach Program (SCOP) And Small County Road Assistance Program (SCRAP) funded 3R projects. When performing a project that is SCOP and SCRAP funded, the engineer shall comply with the following:

The Respondent warrants that he or she shall be Florida Department of Transportation (FDOT) prequalified for work

Yes, I am currently prequalified for F.D.O.T. work categories, meet the standard indemnification and meet state audit requirements.

_____
Respondent Initials

No, I do not meet the prequalified requirements for F.D.O.T. work categories and the standard indemnification and state audit requirements.

EP
_____
Respondent Initials

Sworn Signature of Proposing Entity Representative and Notarization for all above Affidavits follows on the next page.

SINGLE EXECUTION AFFIDAVITS-GENERAL CONTRACTS

In the presence of:

Witness #1 Print Name: EDENIA FIGUEROA

Witness #2 Print Name: ARIANA MELO

Signed, sealed and delivered by:

Print Name: EMILIO PEREZ

Title: PRESIDENT

Firm: BIG DOG EXPRESS OF SOUTH FL INC

ACKNOWLEDGMENT

State of Florida
County of PALM BEACH

The foregoing instrument was acknowledged before me by means of X physical presence or __ online notarization, this 17TH day of FEBRUARY, 2026, by EMILIO PEREZ (name of person) as PRESIDENT (type of authority) for BIG DOG EXPRESS OF SOUTH FL INC _____(name of party on behalf of whom instrument is executed).

RHINA PATRICIA GADEA
Notary Public (Print, Stamp, or Type as Commissioned)

X Personally known to me; or
_____ Produced identification (Type of Identification:_____)
_____ Did take an oath; or
_____ Did not take an oath.

Notary Public State of Florida
Rhina Patricia Gadea
My Commission HH 600445
Expires 12/29/2028

FORM 6

SINGLE EXECUTION AFFIDAVITS-FEDERAL AID AFFIDAVIT

Disadvantaged Business Enterprise (DBE)

The Respondent represents as part of its offer that it (Mark one with an "X"):

☒ is ☐ is not

a disadvantaged business enterprise (DBE). A DBE is defined as "a for-profit small business concern which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or in case of any publicly owned business, at least 51 percent of the stock is owned by one or more socially and economically disadvantaged individuals and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it." For purposes of this definition, socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Asian-Pacific Americans, Subcontinent Asian Americans, Native Americans; women; and any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA), at such time as the SBA designation becomes effective.

Affirmative Action Compliance

(a) The Respondent represents as part of its offer that it has a workforce of (# of employees): 11

(b) It (Mark one with an "X"):

☒ has developed and has on file
☐ has not developed and does not have on file

at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or it (Mark one with an "X"):

☒ has ☐ has not

previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

Certification of Independent Price Determination

(a) By executing this certification, the respondent certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

(1) The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other respondent or with any competitor.

(2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the respondent and will not knowingly be disclosed by the respondent prior to the opening (in the case of an advertised procurement) or prior to award (in the case of a negotiated procurement), directly or indirectly to any other respondent or to any competitor; and

(3) No attempt has been made or will be made by the respondent to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

(b) Each person executing this certification certifies that:

(1) He/she is the person in the respondent's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above; or

(2) He/she: (i) is not the person in the respondent's organization responsible within that organization for the decision as to the prices being offered herein but that he/she has been authorized in writing to act as an agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above, and as their agent does hereby so certify; and (ii) has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above.

EP

Respondent Initials

Certification of Non-Segregated Facilities

(a) By executing this certification, the respondent certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control, where segregated facilities are maintained.

(b) The respondent agrees that a breach of this certification is a violation of the Equal Opportunity Clause in the contract.

(c) As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or nation origin, because of habit, local custom or otherwise.

(d) It further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will:

(1) obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;

(2) retain such certifications in its files; and

(3) forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods).

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for such subcontract or for all subcontracts during a period (i.e., quarterly, semiannually or annually).

Note: the penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

EP

Respondent Initials

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS (Compliance with 49 CFR, Section 20.100 (b))

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 of 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 Florida Department of Transportation's Professional Services Administrator or Procurement Office.)
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.
4. 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 (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.
5. The Contractor described below 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.

American Rescue Plan Act Compliance Affidavit

If applicable, Respondent acknowledges that compensation for the Services performed under the Agreement may be fully or partially funded utilizing Coronavirus State and Local Fiscal Recovery Funds allocated to the County pursuant to the American Rescue Plan Act ("ARPA"). In order to utilize ARPA funding, the County shall incorporate the federally required contract provisions in the Agreement awarded under this RFP. The Contractor shall be required to comply with all laws, rules, regulations, policies, and guidelines (including any subsequent amendments to such laws, regulations, policies, and guidelines) required by the American Rescue Plan Act, including, but not limited to the following documents and guidelines, which are incorporated herein and made a part of this RFP: (i) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), as applicable; (ii) The U.S. Department of the Treasury's Final Rule governing ARPA; (iii) U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Award Terms and Conditions (Assistance Listing Number 21.019); (iv) The U.S. Department of the Treasury's Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions; (v) American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Agreement; (vi)The U.S. Department of the Treasury's ARPA Compliance and Reporting Guidance, and (vii) Assurances of Compliance with Title VI of the Civil Rights Act of 1964 (collectively, the "ARPA Regulations"). A copy of the ARPA Regulations are incorporated into the professional services agreement incorporated herein.

BUY AMERICA CERTIFICATE

If the ***OFFER PRICE EXCEEDS $150,000***, ***complete*** the certificate and ***submit it*** with your offer.

SECTION **(1)** Complete ***only*** for **ROLLING STOCK** and **ASSOCIATED EQUIPMENT.**

SECTION **(2) SIGN** and **COMPLETE *always***.

CAUTION:

If the solicitation is an **Invitation for Bids (IFB)**, failure to return this form prior to the deadline established for receipt of bids or to mark the appropriate □ in Section (1) AND complete the information in Section (2), including a signature, shall render your offer nonresponsive.

If the solicitation is a **Request for Proposals (RFP) and the County opts to award a contract based on the initial offer/proposal (without discussions)**, failure to return this form prior to the deadline established for receipt of initial offers or to mark the appropriate □ in Section (1) AND complete the information in Section (2), including a signature, shall render your offer unacceptable

If the solicitation is a **Request for Proposals (RFP) and the County opts to award a contract based on revised or final offers/proposals**, failure to return this form prior to the deadline established for receipt of final or revised offers or to mark the appropriate □ in Section (1) AND complete the information in Section (2), including a signature, shall render your offer unacceptable. Note, the County is under no obligation to request revised or final offers/proposals.

DEFINITIONS: *(Pursuant to 49 CFR 661)*
ASSOCIATED EQUIPMENT: All components or subcomponents of Rolling Stock, including, but not limited to, train control, communication and traction power equipment, and as otherwise defined in 49 CFR 661.11.

IRON AND STEEL PRODUCTS: All construction materials made primarily of iron or steel and meant for use in infrastructure projects, including, but not limited to, structural iron or steel, iron or steel beams and columns, running rail and contact rail. This certification does not apply to iron or steel used as components or subcomponents of other manufactured products or rolling stock, or to metallurgic processes involving refinement of steel additives.

MANUFACTURED PRODUCT: An item produced as a result of processes to alter the form or function of materials or of elements of the product in a manner adding value and transforming those materials or elements so that they represent a new end product functionally different from that which would result from the mere assembly of elements or materials.

ROLLING STOCK: Transit vehicles, such as buses, vans, cars, railcars, locomotives, trolley cars and buses, and ferry boats, as well as, vehicles used for support services.

SECTION (1); Certify only for ROLLING STOCK and ASSOCIATED EQUIPMENT: (*Mark One*)

□ **CERTIFICATE OF COMPLIANCE WITH SECTION 165(b)(3)**. The respondent hereby certifies that it ***will comply*** with the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations of 49 CFR Part 661.11;

--OR--

□ **CERTIFICATE FOR NON-COMPLIANCE WITH SECTION 165(b)(3)**. The respondent hereby certifies that it ***cannot comply*** with the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but it ***may qualify for an exception*** to the

requirement consistent with Section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 CFR Part 661.7

SECTION (2); OFFEROR'S SIGNATURE: *(Sign, Date and Enter Your Title and the Name of Your Company)*

_____ _____

SIGNATURE **DATE**

_____

TITLE

_____

NAME OF COMPANY

Sworn Signature of Proposing Entity Representative and Notarization for all above Affidavit.

In the presence of:

Witness #1 Print Name: EDENIA FIGUEROA

Witness #2 Print Name: ARIANA MELO

Signed, sealed and delivered by:

Print Name: EMILIO PEREZ
Title: PRESIDENT
Firm: BIG DOG EXPRESS OF SOUTH FL INC

ACKNOWLEDGMENT

State of Florida
County of PALM BEACH

The foregoing instrument was acknowledged before me by means of X physical presence or online notarization, this 17TH day of FEBRUARY, 2026, by EMILIO PEREZ (name of person) as PRESIDENT (type of authority) for BIG DOG EXPRESS OF SOUTH FL INC (name of party on behalf of whom instrument is executed).

RHINA PATRICIA GADEA
Notary Public (Print, Stamp, or Type as Commissioned)

X Personally known to me; or
_____ Produced identification (Type of Identification: _____)
_____ Did take an oath; or
_____ Did not take an oath.

Notary Public State of Florida
Rhina Patricia Gadea
My Commission HH 600445
Expires 12/29/2028

FORM 7

DISPUTE DISCLOSURE

Answer the following questions by placing an "X" after "Yes" or "No". If you answer "Yes" to any of the questions, please explain in the space provided, or on a separate sheet attached to this form.

1. Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES _____ NO ___X___

---

2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO ___X___

---

3. Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____ NO ___X___

If yes, state the nature of the request for equitable adjustment, contract claim, protest, litigation, and/or regulatory action, and state a brief description of the case, the outcome or status of the suit, the monetary amounts of extended contract time involved, and the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. Described all litigation (include the court and location) of any kind involving Consultant or any Key Staff members within the last five (5) years.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation of falsification of facts shall be cause for forfeiture of rights for further consideration of this Proposal for Hardee County, Florida.

Firm: BIG DOG EXPRESS OF SOUTH FL INC

Authorized Signature: _____ **Date:** 02/17/2026

Print or Type Name: EMILIO PEREZ **Title:** PRESIDENT

FORM 8

KEY STAFF & PROPOSED SUBCONTRACTORS

KEY STAFF

Please complete the following chart with the Firm's proposed Key Staff. If additional space is required, please copy/duplicate this page and attach to this Form. Additional space: □ No □ Yes

Name	Title	Years of Experience	Years with Firm	Licenses/Certifications
Henry Cardona	Site Manager / Lead Grinder Operator	35	22	
Eduardo Perez	Heavy Equipment Operator	14	12	
Alfredo Godinez	Equipment Operator Ground Support & Spotter	24	17	

Please explain the Firm's ability and resources to substitute personnel with equal or higher qualifications than the Key Staff they will substitute for where substitute is required due to attrition, turnover, or a specific request by the County:

Big Dog Express maintains a pool of fully trained operators and grinder personnel who meet or exceed the qualifications of the key staff assigned. If substitution is required due to attrition, turnover, or County request, the firm can immediately deploy equally experienced and certified replacements. This ensures uninterrupted operations and continued compliance with all County requirements.

Please identify each Key Staff member's engagement commitments that will exist concurrently with the County's Services:

Key Staff Name	Area of Responsibility	Client	Commitment	Period of

			(Hours/week)	Engagement
Evert Sanchez	Site Manager / Lead Grinder Operator		60	
Osvaldo Marrero	Site Manager / Lead Grinder Operator		60	
Markoz Martinez	Equipment Operator Ground Support & Spotter		60	
Javier Casanova	Equipment Operator Ground Support & Spotter		60	

PROPOSED SUBCONTRACTORS

The undersigned Respondent hereby designates, as follows, all major subcontractors whom they propose to utilize for the major areas of work for the services. The bidder is further notified that all subcontractors shall be properly licensed, bondable, and shall be required to furnish the County with a Certificate of Insurance in accordance with the contract general conditions. Failure to furnish this information shall be grounds for rejection of the bidder's proposal. (If no subcontractors are proposed, state "None" on first line below.)

Subcontractor Name & Address	Scope of Work	License Number
N/A		

Firm: BIG DOG EXPRESS OF SOUTH FL INC

Authorized Signature: _____ **Date:** 02/17/2026

Print or Type Name: EMILIO PEREZ, PRESIDENT **Title:** PRESIDENT

FORM 9

REFERENCES

REFERENCE #1

Public Entity Name: City of St. Cloud

Reference Contact Person/Title/Department:

David Kastner - Superintendent of Solid Waste

Contact Number & Email

407-957-7267 - david.kastner@stcloudfl.gov

Public Entity Size/Number of Residents/Square Mileage:

Population: ~60,000 residents Area: 19.2 square miles

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on Size/Scope of Work/Complexity)

Mulching and Disposal Services for Vegetative Waste

Is the Contract still Active? Yes X **No** _____

REFERENCE #2

Public Entity Name: Brevard County

Reference Contact Person/Title/Department: Geraina Johnson, Superintendent of Solid Waste

Contact Number & Email (321) 863-6816 Email: geraina.johnson@brevardfl.gov

Public Entity Size/Number of Residents/Square Mileage: Population: ~630,000 residents Area: 1,557 square miles

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on Size/Scope of Work/Complexity) Yard Waste Processing and Disposal at Broward County Landfill

Is the Contract still Active? Yes X **No** _____

REFERENCE #3

Public Entity Name: Osceola County Solid Waste

Reference Contact Person/Title/Department:

Danny Sheaffer - Project Manager

Contact Number & Email

(407) 742-7752 Email: danny.sheaffer@osceola.org

Public Entity Size/Number of Residents/Square Mileage:

Population: ~430,000 residents Area: 1,506 square miles

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on Size/Scope of Work/Complexity)

Grinding & Disposal of Vegetative Wood Waste

Is the Contract still Active? Yes X **No** _____

FORM 10

IRS FORM W-9

Please visit the following link for information about IRS Form W-9:
https://www.irs.gov/forms-pubs/about-form-w-9

Please complete and submit with the proposal IRS Form W-9, which may be found online by visiting:
https://www.irs.gov/pub/irs-pdf/fw9.pdf

☒ **Check here to confirm IRS Form W-9 has been submitted as part of the response.**

Firm: BIG DOG EXPRESS OF SOUTH FL INC

Authorized Signature:  **Date:** 02/17/2026

Print or Type Name: EMILIO PEREZ **Title:** PRESIDENT

TREASURY/IRS AND OMB USE ONLY DRAFT

Form **W-9**
(Rev. January 2026)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, on page 2.

1 Name of entity/individual. An entry is required. (For a sole proprietorship or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

BIG DOG EXPRESS OF SOUTH FL INC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . _____

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) _____

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 4):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

691 E MAIN ST

6 City, state, and ZIP code

PAHOKEE, FL 33476

Requester's name and address (optional)

7 List account number(s) here (optional)

See ***Specific Instructions*** on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). Do not report the employer identification number (EIN) of a sole proprietorship or disregarded entity. For a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your 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. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

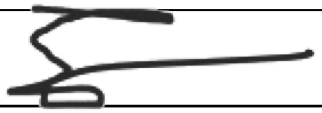
2	6	–	3	0	3	7	7	4	1

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; and
5. ☐ I am exempt from information reporting as a U.S. digital asset broker within the meaning of Regulations section 1.6045-1(g)(4)(i)(A)(1) (other than a registered investment adviser). I claim exempt status under Regulations section 1.6045-1(c)(3)(i)(B)(12).

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** 02 / 17 / 2026

DRAFT — DO NOT FILE
DRAFT — DO NOT FILE

FORM 14 Price Proposal Form (Required)				
SECTION 1 — BASE SERVICES (NON-DISASTER)		Base Contract Term (Years 1-3)	Renewal Rate Additonal Year 1	Renewal Rate Additonal Year 2
Line Item	Unit	Extended Unit Price ($)	Extended Unit Price ($)	Extended Unit Price ($)
1. Grinding/Mulching – Yard Trash & Clean Wood Waste	$/CY	4.57	5.57	5.57
2. Grinding/Mulching – Stumps (oversized material)	$/CY	7.57	8.57	8.57
3. Debris Loading, Transport, and Disposal (if required)	$/CY	12.50	13.50	13.50
4. Contaminated Load Handling, Transport and Disposal	$/CY	12.75	13.38	13.75
5. Fill Dirt (in holes and ruts from equipment, vehicles or debris removal)	$/CY	30.00	35.00	35.00

SECTION 2 — MOBILIZATION & OPERATIONAL SUPPORT		Base Contract Term (Years 1-3)	Renewal Rate Additonal Year 1	Renewal Rate Additonal Year 2
Line Item	Unit	Extended Unit Price ($)	Extended Unit Price ($)	Extended Unit Price ($)
6. Mobilization/Demobilization	Per Event	1000.00	1000.00	1000.00
7. Daily Site Supervision / Foreman	Per Day	280.00	300.00	300.00
8. Reporting & Documentation (Daily)	Per Day	100.00	100.00	100.00

SECTION 3 — DISASTER / EMERGENCY ACTIVATION		Base Contract Term (Years 1-3)	Renewal Rate Additonal Year 1	Renewal Rate Additonal Year 2
Line Item	Unit	Extended Unit Price ($)	Extended Unit Price ($)	Extended Unit Price ($)
D-1. Emergency Activation / Standby	Per Activation	1500.00	1500.00	1500.00
D-2. Operations Manager Deployment	Per Day	1000.00	1000.00	1000.00
D-3. Disaster Debris – Vegetative Grinding	$/CY	9.50	9.50	9.50
D-4. Disaster Debris – Stumps / Hazard Trees	$/CY	15.75	15.75	15.75
D-5. Hazardous Limb / Excess Size Reduction	$/CY	9.10	9.45	9.45
D-6. FEMA Documentation & Compliance Reporting	Per Day	1000.00	1000.00	1000.00
D-7. Safety & Environmental Plan Implementation	Per Day	1200.00	1200.00	1200.00

SECTION 4 — OPTIONAL EQUIPMENT RATES (Authorized Only)		Base Contract Term (Years 1-3)	Renewal Rate Additonal Year 1	Renewal Rate Additonal Year 2
Equipment Type	Rate Basis	Rate ($/Day)	Rate ($/Day)	Rate ($/Day)
Horizontal Grinder 800–1,000 HP	Daily	$	$	$
Excavator with Grapple	Daily	$	$	$
Loader	Daily	$	$	$
Water Truck (Dust Control)	Daily	$	$	$
Other (Specify)	Daily	$	$	$

CERTIFICATION: The undersigned certifies that the prices submitted herein are true, correct, and firm, include all costs necessary to perform the services in accordance with the RFP, and that the individual signing below is authorized to bind the firm.

Authorized Signature:_____ Date: 02/17/2026

Printed Name / Title: EMILIO PEREZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/17/2026

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
B I G INSURANCE CONSULTING P.O. BOX 126 BELLE GLADE FL 33430	PHONE (A/C, No, Ext): (561) 993-3345	FAX (A/C, No): (561) 993-3347
	E-MAIL ADDRESS: GLORIA@BIGINSURANCECONSULTING.COM	
		NAIC #
	INSURER A : PROGRESSIVE EXPRESS	02962
INSURED	INSURER B : BURLINGTON INSURANCE COMP	
BIG DOG EXPRESS OF SOUTH FL INC 691 EAST MAIN ST PAHOKEE FL 33476	INSURER C : GUIDEONE NATIONAL INSURANCE	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:	X	X	866833766	01/08/2026	01/08/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ INCLUDED
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	X	866833766	01/08/2026	01/08/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 2,000,000 $ $ $ $ 10,000
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: X If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	866833766	03/29/2025	03/28/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	CARGO	X	X	02777148-3	11/15/2025	11/14/2026	100,000 VALUE	
C	POLLUTION LIABILITY	X	X	ENV562000402-01	08/09/2025	08/08/2026	1,000,000 / 2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RFP NO. 26-004 Yard Waste and Stump Grinding Services at the Hardee County Landfill.

CERTIFICATE HOLDER

HARDEE COUNTY

205 Hanchey Road

Wauchula, FL 33873

CANCELLATION

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

Ileana Carrazana

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State of Florida
Department of State

I certify from the records of this office that BIG DOG EXPRESS OF SOUTH FLORIDA, INC. is a corporation organized under the laws of the State of Florida, filed on July 21, 2008, effective July 22, 2008.

The document number of this corporation is P08000068880.

I further certify that said corporation has paid all fees due this office through December 31, 2026, that its most recent annual report/uniform business report was filed on February 17, 2026, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Seventeenth day of February, 2026

Secretary of State

Tracking Number: 4160920411CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

State of Florida

Minority Business Certification

Big Dog Express of South Florida, Inc,

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

01/20/2025 to 01/20/2027



Pedro Allende
Florida Department of Management Services

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
SUPPLIER DEVELOPMENT

Office of Supplier Development
4050 Esplanade Way, Suite 380
Tallahassee, Florida 32399
850-487-0915
www.dms.myflorida.com/osd