

AN ORDINANCE AMENDING CHAPTER 220, PURCHASING CODE, OF THE SEMINOLE COUNTY CODE BY REPEALING CHAPTER 220 IN ITS ENTIRETY AND ADOPTING A NEW CHAPTER 220 ESTABLISHING DEFINITIONS AND EXCEPTIONS TO THE PURCHASING ORDINANCE AND PURCHASING POLICY; PROVIDING FOR THE BOARD OF COUNTY COMMISSIONERS TO WAIVE REQUIREMENTS OF THE PURCHASING CODE; LIMITING COMMUNICATIONS DURING THE PROCUREMENT PROCESS; ESTABLISHING PROTEST PROCEDURES; PROVIDING FOR SUSPENSION AND DEBARMENT PROCEDURES; PROVIDING FOR CONTRACT CLAIMS, AND SOURCE SELECTION AND CONTRACT FORMATION PROCEDURES AND REQUIREMENTS; PROVIDING FOR CODIFICATION IN THE SEMINOLE COUNTY CODE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Seminole County Board of County Commissioners (“Board”) most recently amended Chapter 220 (“The Seminole County Purchasing Code”) in 2011 under Ordinance No. 2011-4; and



WHEREAS, Seminole County has determined that certain updates, including re-titling, re-organizing, and re-numbering, the Seminole County Purchasing Code, are necessary for clarity, to increase efficiency, and for the ease of administration; and

WHEREAS, Seminole County Purchasing Code, Part I will now include general provisions and an added Part II will contain source selection and contract formation provisions; and

WHEREAS, new provisions have been added to this Seminole County Purchasing Code, most of which have been relocated, in whole or in part, from the Seminole County Administrative Code; and

WHEREAS, certain provisions have been relocated, in whole or in part, to the Seminole County Administrative Code; and



WHEREAS, certain provisions have been deleted as unnecessary, covered elsewhere in County policies, or deleted and relocated, in whole or in part, to another section of the Seminole County Purchasing Code; and

WHEREAS, Chapter 220 is repealed and replaced in its entirety as set forth in this Purchasing Ordinance; and

WHEREAS, the Board has a public purpose in the efficient procurement of goods and services, while maintaining the highest ethical standards and encouraging full and open competition to the extent practical, achieving the best value for Seminole County and its citizens; and

WHEREAS, a business and economic impact statement has been prepared and included in the Board agenda item.

NOW, THEREFORE, BE IT  ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA,

Section 1. Incorporation of Recitals. The above recitals represent the legislative findings of the Seminole County Board of County Commissioners supporting the need for this ordinance and are incorporated as if set out further in length in this Section.

Section 2. Repeal and Replacement of Chapter 220 Related to Purchasing. Chapter 220 (“The Seminole County Purchasing Code”) of the Seminole County Code is hereby repealed in its entirety and the following is hereby adopted as follows:

Chapter 220 - PURCHASING ORDINANCE

PART I – GENERAL

Sec. 220.1. Title. This Chapter 220 is designated and may be cited as the “Purchasing Ordinance.”



Sec. 220.2. Purpose. The purpose of this Purchasing Ordinance is to provide for the fair and equitable treatment of all persons involved in public procurement by the County, for the efficient and effective use of public funds in procurement, and to provide safeguards for maintaining a procurement operation of quality and integrity.

Sec. 220.3. Definitions. The words, terms, and phrases in this Purchasing Ordinance have the meanings ascribed to them in this Section:

Advisory Appeal Committee means the following three (3) County employees: the User Department Director and two (2) other County employees appointed by the County Manager or Designee.

Board means the Board of County Commissioners of Seminole County, Florida.

Business Day means any calendar day from 8:00 a.m. to 5:00 p.m. Sanford, Florida time, except a Saturday, Sunday or County observed holiday.

County means Seminole County, a political subdivision of the State of Florida.

Designee means a duly authorized representative of the person delegating his or her authority in writing to perform a duty or to carry out a specific role.

Division means the Seminole County Purchasing and Contracts Division.

Mandatory Bid Limit means ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00).

Minority and Women Business means a Vendor, certified by the State of Florida or other certifying governmental agency, that is at least fifty-one percent (51%) owned by minority members, who exercise day-to-day management and control of the business.

Purchasing Policy means Section 3.55 of the Seminole County Administrative Code constituting the Board's official policy concerning procurement matters.



Purchasing Manager means the Seminole County Purchasing and Contracts Division Manager, the principal public procurement official for the County.

Purchasing Ordinance means Chapter 220 of the Seminole County Code of Ordinance.

User Department means the County department desiring to procure goods or services.

Vendor means an actual or potential supplier of goods or services.

Sec. 220.4. Applicability. This Purchasing Ordinance applies to every expenditure of public funds by the County for the procurement of goods and services, irrespective of the source. The Board shall adopt policies and procedures in the Purchasing Policy relating to the execution of duties specified in this Purchasing Ordinance. Notwithstanding, the County must comply with all applicable laws, codes, and regulations pertaining to the procurement and the terms and conditions of any grant from a local, state, or federal entity.

Sec. 220.5. Exceptions to Purchasing Ordinance and Purchasing Policy. The Purchasing Ordinance and the Purchasing Policy do not apply to the following:

- (a) contracts between the Board and non-profit organizations or governmental entities for the procurement, transfer, sale, or exchange of goods and services;
- (b) procurement of Direct Pay items, as defined and specified in the Purchasing Policy;
- (c) real property;
- (d) goods and services given or accepted by the County as a gift or bequest;
- (e) purchases from State of Florida State Term Contracts, SNAPS Contract, Prison Rehabilitative Industries and Diversified Enterprises, Inc. ("PRIDE"), Respect of Florida, Inc. ("RESPECT"), Public Agencies Cooperative Contracts, or Federal GSA Contracts; and
- (f) legal services, including outside counsel, expert witnesses, mediation services, and other related legal services.



Sec. 220.6. Waiver of Requirements. The Board, when deemed to be in the best interest of the County, may waive any requirements set forth in this Purchasing Ordinance, and proceed thereafter to take any action necessary determined to be in the best interest of the County.

Sec. 220.7. Creation of Purchasing and Contracts Division; Purchasing and Contracts Division Manager.

(a) The Division and the position of the Purchasing Manager is hereby created. The Purchasing Manager serves as the principal public procurement official for the County, subject to supervision of the County Manager's Office. In accordance with the Purchasing Ordinance, the Purchasing Policy, and any applicable laws, codes, and regulations pertaining to the procurement, the Purchasing Manager and Designees include the following authority and duties:

- (1) procure and supervise the procurement of all goods and services for the County;
- (2) have the authority to execute contractual documents relating to the purchase of goods and services for the County;
- (3) assist in the marking, recording, and accounting of Property, as defined and specified in Chapter 274, Florida Statutes, as may be amended; and
- (4) take all necessary action to further the objectives of the County regarding the promotion and encouragement of Minority and Women Businesses' participation in the procurement process.

Sec. 220.8. Limitation of Communications during the Procurement Process. The Division shall designate a Division staff contact in County solicitations. From the time a solicitation is noticed by the County, Vendors are prohibited from contacting any member of the Board, the County Manager, or any County staff member, and the Board, the County Manager,



and County staff are prohibited from contacting Vendors, other than the official Division staff contact person or Designee, regarding the solicitation at any time prior to the posting of staff's recommendation for award on or through the County's website. Any such unauthorized contact in violation of this Section will be cause for rejection of the submittal of the Vendor. This Section does not apply to presentations that are officially authorized by the Division.

Sec. 220.9. Protest Procedures.

(a) *Right to Protest.* A Vendor who has submitted a bid or proposal and who is aggrieved in connection with the recommendation of award may file a written protest to the Purchasing Manager, as provided in this Section. No other actions or recommendations in connection with a solicitation can be protested, including: (i) rejection of parts of bids or proposals; (ii) recommendation of awards less than the Mandatory Bid Limit; or (iii) the cancellation of a solicitation, noticed on or through the County's website.

(b) *Posting.* The Division shall post the recommendation of award or staff-recommended ranking on or through the Division's webpage on the County's website.

(c) *Requirements to Protest.*

(1) In order to protest the recommendation of award or the staff-recommended ranking, a formal written protest must be filed with the Division no later than 5:00 p.m. Sanford, Florida time, five (5) Business Days after the posting of the award recommendation or the staff-recommended ranking. Failure to file a formal written protest within the time specified in this Section constitutes a waiver of the right to protest and results in relinquishment of all rights to protest by the Vendor.

(2) The formal written protest must identify the protesting party and the solicitation involved; include a clear statement of the grounds on which the protest is based; refer



to the statutes, ordinances, or other legal authorities which the protesting party contends are applicable to the protest; and identify the relief to which the protesting party contends itself entitled by application of such authorities to such grounds.

(d) *Stay of Procurement.* In the event of a timely protest under this Section, the Purchasing Manager shall not proceed with the procurement until a written determination is made by the Purchasing Manager and approved by the County Manager or until the County Manager makes a written determination that proceeding with the procurement, without delay, is necessary to protect substantial interests of the County.

(e) *Authority to Resolve.* The Purchasing Manager must attempt to resolve the protest in accordance with this Purchasing Ordinance and the Purchasing Policy and must render a written decision to the protesting party within thirty (30) calendar days after the date the protest is received.

(f) *Appeal Process.* The Purchasing Manager's written decision will be final and conclusive unless, within five (5) Business Days of receipt of the written decision, the protesting party delivers a written notice of appeal to the Purchasing Manager with an appeal bond, in accordance with the Appeal Bond Section in this Purchasing Ordinance.

(1) An Advisory Appeal Committee will have the authority to review the appeal and make recommendations to the County Manager.

(2) The Advisory Appeal Committee must conduct a hearing where the protesting party will be given the opportunity to demonstrate why the decision of the Purchasing Manager should be modified. The formal rules of civil and appellate procedure and the rules of evidence will not apply.



(3) The Advisory Appeal Committee must render a written recommendation of its decision to the County Manager within thirty (30) calendar days from the date of the hearing. The County Manager must render his or her final written decision to the protesting party within five (5) Business Days after receipt of the Advisory Appeal Committee's written recommendation of their decision. If no final written decision is rendered by the County Manager within this time frame, it will be presumed that the County Manager concurs in the Advisory Appeal Committee's recommendation and the Advisory Appeal Committee's recommendation will be the final and conclusive administrative action.

(g) *Appeal Bond.* A protesting party filing a written notice of appeal with the Purchasing Manager must provide an appeal bond, or a cashier's check, certified check, or money order, to the Purchasing Manager, payable to the County, in an amount equal to five percent (5%) of the County's estimate of the total contract value or FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00), whichever is less.

(1) The appeal bond must be conditioned upon the payment of all costs that may be adjudged against the protesting party in the appeal hearing in which the action is brought and in any subsequent court proceeding.

(2) If, after completion of the administrative hearing process and any court proceedings, the County prevails, the County is entitled to recover from the protesting party all costs and charges included in the final order or judgment, excluding attorney's fees. Upon payment of costs and charges by the protesting party, the appeal bond, cashier's check, certified check, or money order will be returned to the protesting party. If, after completion of the appeal hearing process and any court proceedings, the protesting party prevails, the protesting party will



be entitled to recover from the County all costs and charges included in the final order or judgment, excluding attorney's fees.

(h) *Lobbying.* The protesting party and anyone acting on the protesting party's behalf, are prohibited from attempts to influence, persuade, or promote a bid or proposal protest through any other channels or means, and contacting any County official, employee, advisory board member, or representative to discuss any matter relating in any way to the solicitation being protested. The prohibitions provided for in this Section begin with the filing of the protest and end upon the final disposition of the protest, including appeals. Attempts to lobby may be cause for suspension in accordance with this Purchasing Ordinance.

(i) *Sole Remedy.* These protest procedures are the sole administrative remedy for challenging the recommendation of award or staff-recommended ranking.

(j) *Reservation of Powers to Settle Actions.* Nothing in this Section is intended to affect the existing powers of the Board to settle actions pending before the courts.

(k) *Board Award of Contracts.* In the event the Board awards a contract, this Section does not apply and the Board's decision will be final.

Sec. 220.10. Suspension and Debarment. Maintaining the integrity of the public contracting and procurement process is vital and a matter of great public interest. Selecting and contracting with highly qualified Vendors that engage in ethical and responsible business practices protects the public and supports the integrity of the public contracting and procurement process. Because the opportunity to participate in competitive procurements or to supply goods and services to the County is a privilege, not a right, this privilege should be denied to Vendors that engage or are involved in activities or actions, as described in this Section, that adversely impact the quality of goods and services provided to the County for the benefit of the public. In



those instances, it is in the best interest of the public to disqualify Vendors by suspension or debarment from consideration for award of contracts, or work on existing contracts, based upon documentation that the grounds for suspension or debarment exist, as provided in this Section.

(a) *Suspension.* If recommended by the Purchasing Manager, with concurrence from the County Attorney's Office and the County Manager's Office, a Vendor may be suspended for a period of three (3) years or until the conditions described in this Section have been rectified or resolved, whichever occurs first, based on any of the following:

(1) The County has formally declared the Vendor in breach of a contract that has resulted in the termination of the contract by the County;

(2) Attempts to lobby, as specified in the "Protest Procedures" Section of this Purchasing Ordinance;

(3) The County has formally disqualified or declared a Vendor's response to a solicitation as non-responsive, based on the Vendor's fraud or misrepresentation;

(4) The Vendor is charged in a court of competent jurisdiction with the commission of a criminal offense incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract; or is charged in a court of competent jurisdiction of any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a County Vendor;

(5) The Vendor becomes insolvent, has proceedings in bankruptcy instituted against it, or compounds all debts or assigns over its estate or effects for payment of debts, or has a receiver or trustee appointed over its property;



(6) The Vendor and the County are engaged in proceedings (i.e., court, arbitration, or administrative proceedings) arising from or related to the Vendor's performance of a contract with the County, in which the Vendor and the County have positions adverse to each other. To the extent that the Vendor is indemnifying and defending the County, the positions are not considered adverse;

(7) The Vendor is suspended by another government entity;

(8) The Vendor fails to comply with any applicable laws; or

(9) Any other cause the Purchasing Manager determines to be sufficiently serious and compelling as to materially and adversely affect responsibility of a Vendor.

(b) *Debarment.* If recommended by the Purchasing Manager, with concurrence from the County Attorney's Office and the County Manager's Office, a Vendor may be permanently debarred based on any of the following:

(1) The County has terminated a contract with a Vendor for breach of contract, twice in any three (3) year period;

(2) The County obtains a judgment in an adversarial proceeding (i.e., court, arbitration, or administrative proceeding) between the County and the Vendor arising from the Vendor's performance of a contract with the County which remains unsatisfied for a period of thirty (30) calendar days from the expiration of any appeal period or final resolution of any appeal;

(3) The Vendor is convicted by, or a judgment is obtained in, a court of competent jurisdiction for commission of offenses in connection with the Vendor's business activities, for embezzlement, theft, forgery, bribery, falsification or destruction of records,



receiving stolen property, or any other offense indicating a lack of business integrity or business honesty; or

(4) The Vendor is debarred by another government entity.

(c) *Notification to Suspend or Debar.* The Purchasing Manager shall issue written notification to the Vendor of the suspension or debarment based on documentation of the existence of one or more of the conditions described in this Section. The notification must state the basis for the action taken and the period of the suspension, or that the Vendor has been debarred. The Board has the authority to waive or remove the suspension or debarment when deemed to be in the best interest of the County.

(d) *Effects of Suspension and Debarment.*

(1) Suspended or debarred Vendors are not eligible for award of contracts or additional work on existing contracts during the period of suspension or during debarment; from having any bids, proposals, quotations, or qualifications considered by the County or responding to other solicitations of the County; and from conducting business with the County as a subcontractor, representative, or joint venturer with other Vendors.

(2) Any business entity controlled by or affiliated with any suspended or debarred Vendor may also be prohibited from contracting with the County if the relationship or affiliation is such that the person or business entity by reason of the relationship with the suspended or debarred Vendor could directly benefit from the contract. Factors such as, ownership interest, one or more members of the board of officials in common, control of one entity by the other, interlocking or shared management or principals, and limited management and ownership among family members, may be considered in determining ineligibility under this Section.



(e) *Reinstatement.* After suspension or debarment, a Vendor is not eligible to contract with the County or subcontract with a Vendor in contract with the County relating to a County project until reinstated by the Board. To be considered for reinstatement, the Vendor must supply to the Purchasing Manager information and reasonable documentation indicating that the conditions causing the suspension or debarment have been rectified or resolved. If the charges referenced in this Section are dismissed or the Vendor is not found guilty, the suspension shall be lifted automatically upon written notification and proof of final court disposition provided by the Vendor to the County. If the conviction or judgment referenced in this Section is reversed through the appellate process, the debarment shall be removed immediately upon written notification and proof of final court disposition provided by the Vendor to the County. As a condition of reinstatement, the Board may limit and condition the nature and scope of contractual undertakings that must be satisfactorily completed before seeking additional contracts from the County. Nothing in this Section prevents the County from granting reinstatement prior to the end of the suspension period or debarment when, in the Purchasing Manager's judgment and approval of the Board, the County's interests have been addressed and the Vendor to be reinstated is unlikely to engage in similar conduct again.

(f) *Finality of Decision.* The suspension or debarment will be final and conclusive unless the suspended or debarred Vendor initiates protest proceedings in accordance with the Protest Procedures Section of the Purchasing Ordinance within thirty (30) calendar days of notification.

Sec. 220.11. Contract Claims.

(a) *Generally.* Vendors must submit contract claims to the Purchasing Manager in writing.



(b) *Written Response.* The Purchasing Manager, with concurrence of the County Attorney, must provide the Vendor a written response within sixty (60) calendar days from the receipt of the Vendor's contract claim, unless agreed to otherwise by the County and the Vendor. The written response by the Purchasing Manager must be sufficiently detailed to support the response and must inform the Vendor of appeal rights.

(c) *Appeal.* If Vendor elects to appeal the Purchasing Manager's decision(s), the Vendor must deliver a written appeal to the Division with an appeal bond within five (5) Business Days from the date of the Purchasing Manager's written response. The appeal bond must be payable to the County in an amount equal to five percent (5%) of the contract value or FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00), whichever is less. The appeal bond must be conditioned upon the payment of all costs that may be adjudged against the protesting party in the appeal hearing in which the action is brought and in any subsequent court proceeding. If a written appeal with an appeal bond is timely delivered, the Advisory Appeal Committee will review the written appeal and conduct a hearing where the Vendor will be given an opportunity to explain why the decision of the Purchasing Manager should be modified. The Advisory Appeal Committee must render a written recommendation to the County Manager within sixty (60) calendar days from the date of the hearing. The County Manager must render a written final decision within ten (10) Business Days of receipt of the written recommendation from the Advisory Appeal Committee. If no written final decision is rendered within ten (10) Business Days, it will be presumed the County Manager concurs with the Advisory Appeal Committee's decision and the decision of the Advisory Appeal Committee will be the final and conclusive administrative action. If, after completion of the administrative hearing process and any court proceedings, the County prevails, the County is entitled to recover from the non-prevailing party



all costs and charges included in the final order or judgment, excluding attorney's fees. Upon payment of costs and charges by the non-prevailing party, the appeal bond, cashier's check, certified check, or money order will be returned to the non-prevailing party. If, after completion of the appeal hearing process and any court proceedings, the claimant prevails, the claimant will be entitled to recover from the County all costs and charges included in the final order or judgment, excluding attorney's fees.

Sec. 220.12-220.22. Reserved.

PART II – SOURCE SELECTION AND CONTRACT FORMATION

Sec. 220.23. Procurement. The Division is authorized to procure goods and services in accordance with the Purchasing Ordinance and the Purchasing Policy.

Sec. 220.24. Approval Authority. The Board has the authority to reject County staff's recommendation of award or the staff-recommended ranking, and has the authority to award contracts, when determined to be in the best interest of the County. The Board's authority may be delegated, in whole or in part, to Division staff, as specified in the Purchasing Policy.

Sec. 220.25. Substantial Scope Change after Award. After the award, but prior to the execution of a contract, if there is a substantial change in the scope, as determined by the Purchasing Manager, a new solicitation must be issued unless the solicitation is a "Non-Competitive Purchase," as specified in the Purchasing Policy. If the procurement is considered a "Non-Competitive Purchase," the procedures outlined in the Purchasing Policy must be followed.

Sec. 220.26. Sales Tax Recovery. When determined by the Purchasing Manager or Designee, in coordination with the User Department, to be in the best interest of the County, the



Sales Tax Recovery Resolution No. 96-R-177 will apply to the procurement of goods and services in construction projects, as specified in the Purchasing Policy.

Sec. 220.27. Performance and Payment Bonds.

(a) Pursuant to Section 255.05, Florida Statutes, as may be amended, Vendors entering into a formal contract with the County for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work are required to execute and record in the public records of the County, performance and payment bonds in an amount equal to one hundred percent (100%) of the price specified in the contract, with a surety insurer authorized to do business in the State of Florida as a surety. The surety must be included on the U.S. Department of Treasury list of approved sureties. Recording is at the Vendor's expense. The performance and payment bonds must be conditioned upon the Vendor's performance of the work in the time and manner prescribed in the contract and promptly making payments to all persons defined in Section 713.01, Florida Statutes, as may be amended, who furnish labor, services, or materials for the prosecution of the work provided for in the contract. Performance and payment bonds must be provided by the Vendor to the Division before commencing the work or before recommencing the work after a default or abandonment.

(b) Pursuant to Section 255.05(7), Florida Statutes, as may be amended, in lieu of the performance and payment bonds required in this Section, a Vendor may file with the County an alternative form of security in the form of cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, Florida Statutes, as may be amended.

(c) Nothing in this Section may be construed to limit the authority of the County to require additional security.



Section 3. Codification. It is the intention of the Board of County Commissioners that the provisions of this Ordinance will become and be made a part of the Seminole County Code, and that the word “ordinance” may be changed to “section”, “article”, or other appropriate word or phrase and the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention.


Section 4. Severability. If any provision or application of this Ordinance to any person or circumstance is held invalid, then it is the intent of the Board of County Commissioners that such invalidity will not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application and, to this end, the provisions of this Ordinance are declared severable.

Section 5. Effective date. This Ordinance will take effect upon filing a copy of this Ordinance with the Department of State by the Clerk to the Board of County Commissioners.

BE IT ORDAINED by the Board of County Commissioners of Seminole County, this

27 day of August, 2024

ATTEST:


GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA


JAY ZEMBOWER, Chairman

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FLORIDA DEPARTMENT *of* STATE

RON DESANTIS
Governor

CORD BYRD
Secretary of State

August 30, 2024

Honorable Grant Maloy
Clerk of the Circuit Court
Seminole County
County Commission Records
1101 E. First Street, Room 2204
Sanford, Florida 32771

Dear Honorable Grant Maloy:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy of Seminole County Ordinance No. 2024-27, which was filed in this office on August 29, 2024.

Sincerely,

Alexandra Leijon
Administrative Code and Register Director

AL/wlh

R. A. Gray Building • 500 South Bronough Street • Tallahassee, Florida 32399-0250
Telephone: (850) 245-6270

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida

A handwritten signature in blue ink over a red circular seal. The seal contains a scale of justice and the text "SEMINOLE COUNTY FLORIDA".

Seminole County Clerk of the Circuit Court and Comptroller

eCertified at 09/04/2024 13:37:05 -04:00

eCertified Id: CCDC-7213-95FD

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