

SOLICITATION - OFFER - AWARD

SOLICITATION NO.: 23-T00041/GL	SOLICITATION TITLE: PRE-QUALIFICATION FOR INSTALLATION OF ACCESS CONTROL AND VIDEO COMMUNICATION SYSTEMS	DATE ISSUED: FEBRUARY 1, 2023	CONTRACT NO.: 23-T00041/GL
ISSUED BY: <p style="text-align: center;"> BOARD OF COUNTY COMMISSIONERS HERNANDO COUNTY, FLORIDA John Allocco, Chairman Elizabeth Narverud, Vice Chairman Steve Champion, Second Vice Chairman Jerry Campbell Brian Hawkins </p>		SUBMIT BID OFFER TO: <p style="text-align: center;"> HERNANDO COUNTY PROCUREMENT DEPARTMENT 15470 FLIGHT PATH DRIVE BROOKSVILLE, FL 34604 </p> <p style="text-align: center;"> Toni Brady Chief Procurement Officer </p>	

SOLICITATION

PREQUALIFICATION FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT DESCRIBED HEREIN WILL BE RECEIVED AT THE OFFICE OF HERNANDO COUNTY PROCUREMENT DEPARTMENT, VIA HERNANDO COUNTY'S EPROCUREMENT PORTAL AT: <https://secure.procurenow.com/portal/hermandocounty>, **UNTIL 3:00 P.M., LOCAL TIME ON MARCH 1, 2023.** NO PREQUALIFICATIONS WILL BE ACCEPTED AFTER THE ABOVE STIPULATED DATE AND TIME. THIS IS AN ADVERTISED SOLICITATION AND THE RESPONDING BIDDERS WILL BE PUBLICLY READ IN THE PURCHASING AND CONTRACTS DEPARTMENT CONFERENCE ROOM, 15470 FLIGHT PATH DRIVE, BROOKSVILLE, FL 34604 AT **3:00 P.M. ON MARCH 1, 2023.** PURSUANT TO FS 119.071 (Current Edition), SEALED BIDS, PROPOSALS, OR REPLIES RECEIVED BY AN AGENCY PURSUANT TO A COMPETITIVE SOLICITATION ARE EXEMPT FROM INSPECTION UNTIL SUCH TIME AS THE AGENCY PROVIDES NOTICE OF AN INTENDED DECISION OR UNTIL THIRTY (30) DAYS AFTER OPENING THE BIDS, PROPOSALS, OR FINAL REPLIES, WHICHEVER IS EARLIER.

ITEM NO.	DESCRIPTION OF SERVICE/SUPPLIES/EQUIPMENT	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	FOR PROVIDING INSTALLATION OF ACCESS CONTROL AND VIDEO COMMUNICATION SYSTEMS. SUBMIT PRICING ON ELECTRONIC BID FORM IF REQUIRED	XXXX	XXXX	XXXXXXXX	\$ <u>N/A</u>

OFFER

(TERMS, CONDITIONS AND SPECIFICATIONS ARE INCLUDED AS PARTS HEREOF)

I CERTIFY THAT THIS PRE-QUALIFICATION IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY CORPORATION, FIRM, OR PERSON SUBMITTING A PRE-QUALIFICATION FOR THE SAME SERVICE, MATERIALS, SUPPLIES, OR EQUIPMENT, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE BY ALL CONDITIONS OF THIS PRE-QUALIFICATION AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS PRE-QUALIFICATION FOR THE VENDOR/CONTRACTOR. IN SUBMITTING A PRE-QUALIFICATION TO THE COUNTY OF HERNANDO THE VENDOR/CONTRACTOR OFFERS AND AGREES THAT THE VENDOR/CONTRACTOR ASSIGNS AND TRANSFERS TO THE COUNTY OF HERNANDO ALL RIGHTS AND INTEREST IN AND TO ALL CAUSES FOR ACTION IT MAY NOW OR HEREAFTER ACQUIRE UNDER THE ANTI-TRUST LAWS OF THE UNITED STATES AND THE STATE OF FLORIDA FOR PRICE FIXING RELATING TO THE PARTICULAR COMMODITIES OR SERVICES PURCHASED OR ACQUIRED BY THE COUNTY OF HERNANDO.

DISCOUNT FOR PROMPT PAYMENT: 0 % 10 CALENDAR DAYS 0 % 20 CALENDAR DAYS 0 % CALENDAR DAYS

BIDDER'S INFORMATION MCS of Tampa, Inc. DBA Mission Critical Solutions 8510 Sunstate St. Address Tampa FL 33634 City State Zip Code 813-872-0217 Phone Number Fax Number Email Address	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN BID OFFER: BIDDER'S SIGNATURE OFFER DATE March 1, 2023
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AWARD

(TO BE COMPLETED BY COUNTY)

REVIEWED FOR LEGAL SUFFICIENCY: 06/23/2022	LR NO.: 2022-296-1	BY: VICTORIA ANDERSON
ACCEPTED AS TO ITEM(S) NO:	AMOUNT:	ACCOUNTING CODE:
SUBMIT INVOICES TO: <p style="text-align: center;"> HERNANDO COUNTY INFORMATION TECHNOLOGY 20 N. MAIN ST. BROOKSVILLE, FL 34601-2800 </p>	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ACCEPTANCE AND AWARD FOR THE COUNTY: SIGNATURE:	
	AWARD DATE:	

2. SOLICITATION-OFFER-AWARD

ISSUED BY:

BOARD OF COUNTY COMMISSIONERS

HERNANDO COUNTY, FLORIDA

John Allocco, Chairman

Elizabeth Naverud, Vice Chairman

Steve Champion, Second Vice Chairman

Jerry Campbell

Brian Hawkins

SUBMIT BID OFFER TO:

HERNANDO COUNTY

PURCHASING AND CONTRACTS

via Hernando County's [eProcurement Portal](#)

Toni Brady

Chief Procurement Officer

3. SOLICITATION

SEALED OFFERS, FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT DESCRIBED HEREIN WILL BE RECEIVED BY THE OFFICE OF PURCHASING AND CONTRACTS, VIA THE COUNTY'S [eProcurement Portal](#) UNTIL 3:00 pm, LOCAL TIME ON Wednesday, March 1, 2023. NO BID OFFERS WILL BE ACCEPTED AFTER THE ABOVE STIPULATED DATE AND TIME. THIS IS AN ADVERTISED SOLICITATION AND THE RESPONDING BIDDERS WILL BE PUBLICLY READ IN THE PURCHASING AND CONTRACTS CONFERENCE ROOM AT 3:00 pm ON Wednesday, March 1, 2023. PURSUANT TO FS 119.071 (current version) SEALED BIDS, PROPOSALS, OR REPLIES RECEIVED BY AN AGENCY PURSUANT TO A COMPETITIVE SOLICITATION ARE EXEMPT FROM FINAL INSPECTION UNTIL SUCH TIME AS THE AGENCY PROVIDES NOTICE OF AN INTENDED DECISION OR UNTIL THIRTY (30) DAYS AFTER OPENING THE BIDS, PROPOSALS, OR FINAL REPLIES, WHICHEVER IS EARLIER.

4. OFFER

I certify that this PRE-QUALIFICATION is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a PRE-QUALIFICATION for the same service, materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this PRE-QUALIFICATION and certify that I am authorized to sign this PRE-QUALIFICATION for the Vendor/Contractor. In submitting a PRE-QUALIFICATION to the County of Hernando the Vendor/Contractor offers and agrees that the Vendor/Contractor assigns and transfers to the County of Hernando all rights and interest in and to all causes for action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County of Hernando..

5. AWARD

Upon Award, if any, please SUBMIT INVOICES TO:

Requesting Department

6. RFPQ INFO

ADVERTISEMENT

6.1. ADVERTISEMENT OF RFPQ

REQUEST FOR PRE-QUALIFICATION

NOTICE IS HEREBY GIVEN that the Board of County Commissions of Hernando County, Florida, is accepting Bids for:

TERM CONTRACT ITB NO. SOLICITATION # 23-T00041/GL

FOR

Pre-Qualification for Installation of Access Control and Video Communication Systems

Hernando County Board of County Commissioners is soliciting Vendor/Contractor to supply all materials, labor, and equipment in order to accomplish the installation of single mode fiber and Category 6 (Cat 6) cabling on an as-needed basis for Hernando County Departments as described in the specifications.

Offers for furnishing the above will be received and accepted up to 3:00 p.m. (local time), Wednesday, March 1, 2023, via Hernando County Procurement Department [eProcurement Portal](#). Only electronic submittals shall be accepted by the County.

The Board of County Commissioners of Hernando County, Florida reserves the right to accept or reject any or all bids and waive informalities and minor irregularities in offers received in accordance with the bid documents and the Hernando County Procurement Ordinance.

Interested firms may secure the bid documents and plans and drawings and all other pertinent information by visiting the County's eProcurement Portal. For additional project information, please visit the Hernando County Board of County Commissioners Purchasing and Contracts Department at www.hernandocounty.us, or by submitting a question via the Q&A Tab in the County's [eProcurement Portal](#).

ExParte Communication: Please note that to ensure proper and fair evaluation of a submittal, the County prohibits exparte communication (i.e. unsolicited) initiated by the Proposer to the County Official or Employee prior to the time a proposal decision has been made. Communication between Proposer and the County will be initiated by the appropriate County Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the Proposal.

Exparte communication may be grounds for disqualifying the offending Proposer from consideration or award of the Proposal then in evaluation or any future Proposal.

The Purchasing and Contracts Department will post addenda on the County's eProcurement [Portal](#) to all questions in accordance with the Solicitation Instructions. It is the responsibility of prospective Bidders to visit the [eProcurement Portal](#) to ensure that they are aware of all addenda issued relative to this solicitation.

All firms are hereby placed on formal notice that neither the County Commissioners nor candidates for County Commission, nor any employees from the Hernando County Government, Hernando County staff members, nor any members of the Professional Services Review Committee are to be lobbied, either individually or collectively, concerning this project. Firms and their agents who intend to submit qualifications, or have submitted qualifications, for this project are hereby placed on formal notice that they are not to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County. Any such lobbying activities may cause immediate disqualification for this project.

Pursuant to Florida Statutes 119.071 (Current Edition) sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, or final replies whichever is earlier.

NOTICE TO APPLICANTS

To ensure that your bid is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Carla Rossiter-Smith Procurement and Grants Manager, Purchasing and Contracts Department, via the County's [eProcurement Portal](#) Question and Answer tab.

7. SOLICITATION INSTRUCTIONS

7.1. DEFINITION OF TERMS

- A. **APPLICANT:** The term “Applicant” used herein refers to the dealer/manufacturer or business organization submitting a Pre-Qualification application to the County in response to this solicitation.
- B. **CONTRACT:**The Agreement executed by the Owner and Vendor/Contractor for the performance of work and the other documents (plans, specifications, notice to Vendor/Contractors, proposal, surety bonds, addenda and other documents) whether attached thereto or not.
- C. **CONTRACT TIMES:** The number of days within which, or the dates by which, the work is to be substantially completed and ready for final payment as set forth in the Agreement. The Contract Times will commence on the date indicated in the Notice to Proceed.
- D. **CONTRACT WORK:** Any and all obligations, duties and responsibilities necessary to the successful completion of the project assigned to or undertaken by the Vendor/Contractor under the Contract Documents, including the furnishing of all labor, materials, equipment, and other incidentals.
- E. **COUNTY:** The Board of County Commissioners, Hernando County, or its duly authorized representative.
- F. **MODIFICATION/AMENDMENT/CHANGE ORDER:** Shall mean the written order to the Vendor/Contractor signed by the Vendor/Contractor and County authorizing an addition, deletion, or revision in the goods, services and/or work to be provided under the Contract Documents or an adjustment in the Contract Price issued after Contract award.
- G. **OWNER:** Hernando County Board of County Commissioners (County).
- H. **VENDOR/CONTRACTOR:** The Pre-Qualified entity awarded a Contract by the County for the furnishing of goods or services.

QUESTIONS REGARDING SPECIFICATIONS OR APPLICATION PROCESS: To ensure fair consideration for all Pre-Qualification Applicants, the County prohibits communication to or with any department, division or employee during the Bid process, except as provided below:

- A. All questions relative to interpretation of the specifications or the Pre-Qualification process shall be addressed in writing through the County's [eProcurement Portal](#) as indicated below, prior to the Wednesday, February 15, 2023.
- B. Any questions relative to interpretation of the specifications or the Pre-Qualification process shall be addressed in writing through the County's [eProcurement Portal](#) as indicated below, prior to the Wednesday, February 15, 2023.

- C. It will be the responsibility of the Pre-Qualification Applicants to visit County's eProcurement Portal to ensure they are aware of all Addenda issued for this solicitation.
- D. Questions will only be accepted through the period specified in the Pre-Qualification Application documents.
- E. All Addenda must be acknowledged via the County's eProcurement Portal. Failure to acknowledge any Addenda may render the Vendor/Contractor's Pre-Qualification Application as non-responsive and subject to rejection.

8. GENERAL CONDITIONS

8.1. CONTRACT PERIOD:

- A. The Contract resulting from this solicitation shall be a term Contract for the time period specified herein. During the specified time period, the County may order services/supplies as the requirements generate and the Vendor/Contractor will deliver the services/supplies ordered. It is understood that the County is not obligated to purchase any specific amount of services/supplies under this Contract.
- B. The period of the Contract shall extend for 3 years effective upon award.
- C. Renewal Option (Unilateral): At the sole option of the County, through the Board of County Commissioners or Chief Procurement Officer or Designee, this Contract may be unilaterally renewed, for two (2) additional year periods at the same prices, terms and conditions. The County alone will determine whether or not this renewal option will be exercised based on its convenience and its best interest. The County will notify the Vendor/Contractor, in writing, no later than thirty (30) days prior to expiration of its decision to exercise this Contract renewal option and/or options. Any request by the Vendor/Contractor for consideration of a price adjustment must be submitted in writing to the County at the time of County notice of its decision to exercise Contract renewal (this provision), and Contractor must provide written evidence based on increased costs to the Vendor/Contractor. Documentation of these increases must be furnished to the County upon request. Any price adjustment (increase or decrease) approved by the County shall impose upon the Vendor/Contractor the requirement to advise and extend to the County price reductions when costs similarly decrease.
- D. Either party may cancel this Contract, in whole or in part, by giving ninety (90) days prior notice in writing. However, the Vendor/Contractor shall not be authorized to exercise this cancellation option during the first one-hundred eighty (180) days of the Contract. The number of days within which, or the dates by which, the work.

8.2. QUALIFICATION OF PRE-QUALIFIED APPLICANT:

- A. APPLICANTS should be aware of the experience requirements below:
 - 1. Vendor/Contractor must submit with their qualifications, a list of at least three (3) references of firms, organization and/or governmental agencies/ entities for which services of a similar size and scope of this solicitation. These references must have been satisfactorily performed within the past three (3) years. Failure to submit said references may render the submission non-responsive. The County reserves the sole right to request and Vendor/Contractor to provide additional references sought by the County.

Vendor/Contractor must be a certified network cable installer for the Leviton or equivalent products installed (contemplated).

8.3. PRE-QUALIFICATION EVALUATION/AWARD OF PROJECTS:

- A. Pre-Qualification evaluation will be based on conformance with the specifications, and the Vendor/Contractor's ability to perform the Contract in accordance with the terms and conditions required.
- B. Prior to each work order, pre-qualified Vendor/Contractors under this Contract will be asked for a Quote. Depending on the scope of work to be performed, all or a portion of Vendor/Contractors will be invited to provide a quote utilizing a rotational basis. The work order will be awarded to the lowest, responsive, and responsible Vendor/Contractor. However, the County reserves the sole right to reject any and all quotes in accordance with the Hernando County Procurement Ordinance.
- C. Per Hernando County Purchasing Policies and Procedures Section No. 030, if a specific project is anticipated to be less than \$2,500.00, only one (1) Vendor/Contractor will be contacted to provide a quote. In these cases, the Vendor/Contractors will be utilized on a rotational basis.
- D. Pre-Qualified Vendor/Contractors shall submit quotes on projects as requested by Hernando County departments. Failure to respond to three (3) consecutive quotes may result in the pre-qualified Vendor/Contractor being removed from the pre-qualification list.
- E. If two (2) or more fully responsive, responsible quotes are received for the same total amount or unit price, quality and service being equal, the County reserves the right to award the project to the Vendor/Contractor whose place of business is located within the boundaries of Hernando County, Florida. Should tie Bids, as described above, be received from either two (2) or more Hernando County Vendor/Contractors or from non-local Vendor/Contractors when no Hernando County Vendor/Contractor has submitted a tie Bid, then the Chief Procurement Officer shall award the Contract to one (1) Vendor/Contractor by drawing lots in a public meeting. Note: It is the intention of the County to award to multiple qualified Vendor/Contractors.

8.4. LOCAL PREFERENCE:

- A. Purpose and Findings: These provisions apply to purchases using Formal Bid, Request for Proposals or Quotes. The County annually spends significant dollars on purchasing personal property, materials, and services, and in constructing improvements to real property or existing structures. The dollars used in making those purchases are derived, in large part, from taxes, fees and utility revenues paid by businesses located within Hernando County, and the County Commission has determined that funds generated in the community should, to the extent

possible, be placed back into the local economy. Therefore, the County Commission has determined that it is in the best interest of the County to give a preference to local businesses in making such purchases whenever the application of such a preference is reasonable in light of the dollar-value of Bids and Quotes received in relation to such expenditures.

B. Application:

1. In bidding for, or letting contracts for procurement of supplies, materials, equipment, and services, as described in the purchasing policies of the County, the BOCC may give a preference to local businesses in making purchases or awarding contracts in an amount not to exceed:
 - a. Five percent (5%) of the local business' total bid price if the cost differential does not exceed \$10,000.00 for procurement activities in amounts over \$35,000.00, or
 - b. Three percent (3%) if the cost differential does not exceed \$1,000.00 for procurement activities in amounts more than \$10,000.00, but less than \$35,000.00.
2. The total bid price shall include not only the base bid price, but also all alterations to the base bid price resulting from alternates which were both part of the bid and actually purchased or awarded by the BOCC.
3. In the case of Requests for Proposals or Requests for Qualifications, Letters of Interest, or other solicitations and competitive negotiations and selections in which objective factors are used to evaluate the responses, local businesses shall be assigned five percent (5%) of the total evaluation points.

C. Definitions:

1. Local vendor means a person or business entity which has maintained a permanent place of business with full-time employees within Hernando County for a minimum of twelve (12) months prior to the date bids or quotes were received for the purchase or contract at issue, and which generally provides from such permanent place of business the kinds of goods or services solicited, and which at the time of the solicitation fully complies with the local vendor eligibility.
2. Local Vendor Affidavit of Eligibility shall accompany the quotation or bid submittal in order to be considered valid and shall include, but not be limited to, the following current information:
 - a. A physical business and location address.
 - b. Proof of payment of real property tax due to Hernando County.
 - c. A copy of the firm's most recent annual corporation report to the Florida Division of Corporations.

- d. Any additional information necessary to verify local status.
- D. Competitive Bids/Quotes:The County reserves the exclusive right to compare, contrast and otherwise evaluate the qualifications, character, responsibility and financial qualifications of all persons, firms, partnerships, companies or corporations submitting formal Bids or formal Quotes in any procurement for goods and services when making an award in the best interests of the County.
- E. Exemptions:
 1. Purchases resulting from exigent emergency conditions where any delay in completion or performance would jeopardize public health, safety, or welfare of the citizens of the County, or where in the judgment of the County the operational effectiveness or a significant County function would be seriously threatened if a purchase was not made expeditiously.
 2. Purchases with any sole source supplier for supplies, materials, or other equipment.
 3. Purchases made through cooperative purchasing arrangements utilized by the Purchasing and Contracts Department as identified in the Purchasing Policy.
 4. Purchases that are funded in whole or in part by assistance from any Federal, State, or local agency where the program guidelines do not permit local preference.
 5. Purchases with an estimated cost of less than \$10,000.00 or less.
- F. Appeal: If an application for a “Local Contractor/Vendor” designation is denied, the applicant may appeal such decision to the County Administrator for review and further consideration.

8.5. HOURS

Work may be performed between the hours of 8:00 am - 5:00 pm Monday-Friday, except County holidays. The County may, on certain occasions, approve work outside of these times. Such exception(s) must be approved in writing by the County at least one (1) day in advance. Services will not be permitted when operations would cause a traffic or safety hazard.

8.6. WARRANTIES

The Vendor/Contractor agrees that the supplies and services furnished under this Contract shall be covered by the most favorable commercial warranties the Vendor/Contractor gives to any customer for comparable quantities of such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this award.

8.7. DELIVERY AND ACCEPTANCE:

- A. The County will order services/supplies by issuance of a Hernando County Numbered Purchase Order (PO) or email work authorization for projects approved for P-card payment. Each Purchase Order will specify the Scope of Work, Location and Date(s) for service required.
- B. Receipt of services/supplies shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after thorough inspection indicates that the services/supplies delivered meet Purchase Order specifications and conditions. Should the services/supplies differ in any respect from the specifications, payment will be withheld until such time as the Vendor/Contractor takes necessary correction action. If the proposed corrective action is not acceptable to the County, final acceptance of the services may be refused, in which case the services shall remain the property of the Vendor/Contractor and the County shall not be liable for payment for any portion thereof.
- C. Unless otherwise specified, services shall be performed as described in these Contract documents on a case by case or project by project basis.
- D. Vendor/Contractor(s) shall not commence work prior to the County's receipt and acceptance of the **Certification of Insurance**, and any other required documents/certificates as specified by these Contract documents.

8.8. REJECTION OF APPLICATION:

The County reserves the sole right to reject any and all Pre-Qualification Application submissions. Pre-Qualification Applications which are incomplete, unbalanced, conditional, obscure or which contain additions not required, or irregularities of any kind, or which do not comply with every aspect of this Pre-Qualification Application, may be rejected at the option of the County. A Vendor/Contractor shall not be qualified when an investigation by the Chief Procurement Officer finds the Vendor/Contractor delinquent on a previously awarded Contract or in litigation with a Hernando County previously awarded Contract.

8.9. NON-EXCLUSIVE CONTRACT:

Award of a Contract resulting from this Pre-Qualification Application imposes no obligation on the County to utilize the Vendor/Contractor for all work of this type, which may develop during the Contract period. This is not an exclusive Contract. The County specifically reserves the right to Contract with another company for similar work if it deems such action to be in the County's best interest.

8.10. NON-PERFORMANCE:

NON-PERFORMANCE:

- A. Time is of the essence in this Contract and failure to deliver the services specified within the time period required shall be considered a default.
 1. In case of default, the County may procure the services from other sources and hold the Vendor/Contractor responsible for all costs occasioned thereby and may immediately cancel the Contract. The Chief Procurement Officer (CPO) reserves the sole right to impose and debar Vendor/Contractors, as a direct result of Vendor/Contractor default and termination for a period of twelve (12) months to twenty-four (24) months depending upon the severity of the default resulting in Contract termination. The Vendor/Contractor and its sureties (if any) shall be liable for any damage to the County resulting from the Vendor/Contractor's default of the Contract. This liability includes any increased costs incurred by the County in completing Contract performance.

8.11. ASSIGNMENT:

The successful Vendor/Contractor is required to perform this Contract and may not assign, transfer, convey, sublet or otherwise dispose of any award or any or all of its rights, title, or interest therein, or the resulting Contractual Agreement in whole or in part without prior written authorization given at the sole discretion of Hernando County.

8.12. PUBLIC ENTITY CRIMES:

Any person submitting a Pre-Qualification Application in response to this Request for Pre-Qualification certifies that they are aware of, and in compliance with, all requirements under Section 287.133, Florida Statutes (Current Edition), on Public Entity Crimes. Pre-Qualification Applicants must provide a response to the section titled VENDOR QUESTIONAIRE, Sworn Statement to Public Entity Crimes included in these bid documents.

8.13. LICENSES AND PERMITS:

Prior to furnishing the requested product(s) or service(s), it shall be the responsibility of the awarded Vendor/Contractor to obtain, at no additional cost to Hernando County, any and all licenses and permits required to complete this Contractual service. These licenses and permits shall be readily available for review by the Chief Procurement Officer or his/her designee.

8.14. LAWS, REGULATIONS, PERMITS AND TAXES:

Vendor/Contractor shall comply with County's jobsite procedures and regulations and with all applicable local, state and federal laws, rules and regulations and shall obtain all permits required for any of the work performed hereunder. Vendor/Contractor shall procure and pay for all permits and inspections required for any of the work performed hereunder and shall furnish any bonds, security or deposits required to permit performance of the work. Vendor/Contractor shall, to the extent permissible under

applicable law, comply with the jobsite provisions which validly and lawfully apply to work on the specific jobsite being performed under this Contract. The County of Hernando is exempt from Federal Excise Taxes and all Sales Taxes.

8.15. TAXES:

- A. The Board of County Commissioners, Hernando County, Florida, has the following tax exemption certificates assigned:
 - 1. Florida Sales & Use Tax Exemption Certificate No. 85-8012556945C-8, effective 1/31/2019 – expiring on 1/31/2024.
- B. This exemption does not apply to purchases of tangible personal property made by Vendor/Contractor(s) who use the tangible personal property in the performance of Contracts for improvements of County owned real property (Chapters 192 and 212, F.S. (Current Edition) and applicable rules of the Department of Revenue).

8.16. LITIGATION/WAIVER OF JURY TRIAL:

This Contract shall be governed by and construed according to Florida law. Venue for any dispute or formal litigation concerning this Contract shall be in the appropriate court with territorial jurisdiction over Hernando County, Florida. In the event of a dispute or litigation, each party to such dispute or litigation shall be solely responsible for its own attorneys' fees and costs. This Contract shall not be construed for or against any party hereto, without regard to which party is wholly or partly responsible for its drafting. Each party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Contract and/or any other claim of injury or damage

8.17. TERMINATION

- A. Termination for Default:
 - 1. The County may, by written notice to the Vendor/Contractor, terminate this Contract for default in whole or in part (delivery orders, if applicable) if the Vendor/Contractor fails to:
 - a. Provide products or services that comply with the specifications herein or fails to meet the County's performance standards.
 - b. Deliver the supplies or to perform the services within the time specified in this Contract or any extension.
 - c. Make progress so as to endanger performance of this Contract.

2. Prior to termination for default, the County will provide adequate written notice to the (Vendor/Contractor) through the Chief Procurement Officer, Purchasing and Contracts, affording him/her the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action and possible debarment. Such termination may also result in suspension or debarment of the Vendor/Contractor for a period of twelve (12) to twenty-four (24) months depending upon the severity of the Vendor/Contractor action that caused the default in accordance with the County's Procurement Ordinance. The Vendor/Contractor and its sureties (if any) shall be liable for any damage to the County resulting from the Vendor/Contractor's default of the Contract. This liability includes any increased costs incurred by the County in completing Contract performance.
 3. In the event of termination by the County for any cause, the Vendor/Contractor will have, in no event, any claim against the County for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the County the Vendor/Contractor shall:
 - a. Stop work on the date and to the extent specified.
 - b. Terminate and settle all orders and Sub-Contracts relating to the performance of the terminated work.
 - c. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the County.
 - d. Continue and complete all parts of that work that have not been terminated.
 4. If the Vendor/Contractor's failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Vendor/Contractor, the Contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.
- B. Termination for Convenience: The County, by written notice, may terminate this Contract, in whole or in part, when it is in the County's interest. If this Contract is terminated, the County shall be liable only for goods or services delivered and accepted. The County Notice of Termination may provide the Vendor/Contractor ninety (90) days prior notice before it becomes effective. A termination for convenience may apply to individual delivery orders, purchase orders or to the Contract in its entirety.

8.18. FISCAL NON-FUNDING:

In the event sufficient budgeted funds are not available for a new fiscal period, the County must notify the Vendor/Contractor of such occurrence and Contract shall terminate on the last day of current fiscal period without penalty or expense to the County.

8.19. USE OF CONTRACT BY OTHER GOVERNMENT AGENCIES:

- A. At the option of the Vendor/Contractor, the use of the Contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.
- B. Each governmental agency allowed by the Vendor/Contractor to use this Contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this Pre-Qualification Application and subsequent Contract award.

8.20. INTERIM EXTENSION OF PERFORMANCE:

If it is determined that interim performance is required to allow for the solicitation and award of a new Contract, the County may unilaterally extend the Contract for a maximum period of up to six (6) months. Current pricing, delivery and all other terms and conditions of the Contract shall apply during this interim period.

8.21. COMPETENCY OF BIDDERS:

The County reserves the right to make such investigations as they may deem necessary to establish the competency and financial ability of any Vendor/Contractor to perform the work; and if after investigation, the evidence of his competency or financial ability is not satisfactory, the County reserves the right to reject his/her/its Pre-Qualification Application.

8.22. MAINTENANCE OF RECORDS:

The Vendor/Contractor will keep adequate records and supporting documents applicable to this Contract. Said records and documentation will be retained by the Vendor/Contractor for a minimum of five (5) years from the date of final payment on this Contract. The County and its authorized agents shall have the right to audit, inspect and copy records and documentation as often as the County deems necessary during the period of this Contract and a period of five (5) years after completion of Contract performance; provided however, such activity shall be conducted only during normal business hours. The County during the period of time defined by the preceding sentence, shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the Vendor/Contractor as

concerns the aforesaid records and documentation. Pursuant to Section 119.0701 (Current Edition), Florida Statutes, Consultant/Firm shall comply with the Florida Public Records' laws and shall:

- A. Keep and maintain records that ordinarily and necessarily would be required by the public agency in order to perform the service;
- B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S. (Current Edition), or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirement are not disclosed except as authorized by law; and,
- D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Consultant/Firm upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
- E. Failure to comply with this section shall be deemed a breach of the Contract and enforceable as set forth in Section 119.0701, Florida Statutes (Current Edition).

IF THE VENDOR/CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (CURRENT EDITION), TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-754-4020, PURCHASING@HERNANDOCOUNTY.US, WITH AN OFFICE LOCATED AT 15470 FLIGHT PATH DRIVE, BROOKSVILLE, FL 34604.

Per Florida Statute 20.0255(5) (Current Edition), it is the duty of every state officer, employee, agency, special district, board, commission, Contractor, and Sub-Contractor to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to this section.

8.23. PAYMENT

- A. Payment for services received will be accomplished by submission of an invoice, in duplicate, with purchase order number referenced thereon at the completion of each specified job. Said invoice(s) shall be submitted to: Requesting Department (or by P-card if indicated by email for work authorization for projects approved for P-card payment).
- B. Each invoice shall give a detailed breakdown of the services provided.
- C. The Vendor/Contractor may invoice the County after each work order is complete. Invoice shall reference and be based upon the Quantity Report received after project completion.

- D. Payment will be made in no less than forty-five (45) days, per Florida Statute 218.74 (Current Edition). Terms not within Hernando County's payment period are not acceptable and may be cause for rejection.
- E. Payment to Vendor/Contractor by Electronic Payment Solution: ACH (Direct Deposit): If the Vendor/Contractor is enrolled in the County's ACH electronic payment solution, all payments will be made using the direct deposit which may or may not include a pre-note transaction. The Vendor/Contractor's bank account information will remain confidential to the extent provided by law and necessary to make direct deposit payments. Once the County has approved payment, an electronic remittance advice will be sent to the Vendor/Contractor via e-mail.

8.24. CONFLICT OF INTEREST:

- A. Conflict of Interest of Officers or Employees of the Contracting Entity/Local Jurisdiction, Members of the Local Governing Body, or Other Elected Officials: No member or employee of the contracting entity/local jurisdiction or its designees or agents; no member of the governing body; and no other public official of Hernando County who exercises any function or responsibility with respect to this Contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any Contract or Sub-Contract, or the proceeds thereof, for work to be performed. Further, the Vendor/Contractor shall cause to be incorporated in all Sub-Contracts, the language set forth in this paragraph prohibiting conflict of interest.
- B. Employee Conflict of Interest: It shall be unethical for any Hernando County employee to participate directly or indirectly in a procurement Contract when Hernando County employee knows that:
 - 1. Hernando County employee or any member of Hernando County employee's immediate family has a financial interest in the procurement Contract; or
 - 2. Any other person, business, or organization with whom Hernando County employee or any member of a Hernando County employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement Contract; or
 - 3. A Hernando County employee or any member of a Hernando County employee's immediate family who holds a financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest.
- C. Former Employee Conflict of Interest: It shall be a violation for any person, business or organization contracting with County to employ in any capacity, any former County employee or member of County employee's immediate family within one year of that employee's separation from employment with the County, unless the employer or the former County employee files

with the County Clerk, the County's Employment Disclosure Statement. The penalty for this violation may include disqualification of the Bid submission.

8.25. GRATUITIES AND KICKBACKS:

- A. Gratuities: It shall be unethical for any person to offer, give, or agree to give any Hernando County employee or former Hernando County employee, or for any Hernando County employee or former Hernando County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, or to influence the content of any specification or procurement standard, or to act in an render advisory, investigative or auditing capacity. The County in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Sub-Contract, or to any solicitation or proposal therefore.
- B. Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-Contractor under a Contract to the prime Contractor or higher tier Sub-Contractor or any person associated therewith, as an inducement for the award of a Sub-Contract or order.

8.26. E-VERIFY:

- A. Vendor/Contractor is advised that the County has entered into an Agreement with U.S. Immigration and Customs Enforcement (ICE) wherein the County will, in part, seek to promote the principles of ethical business conduct, prevent the knowing hiring of unauthorized workers through self-governance, and encourage voluntary reporting of the discovery of unauthorized workers to ICE (the IMAGE Agreement). Accordingly, by submitting your bid, Vendor/Contractor represents and warrants (a) that the Vendor/Contractor is in compliance with all applicable federal, state and local laws, including, but not limited to, the laws related to the requirement of an employer to verify an employee's eligibility to work in the United States, (b) that all of the Vendor/Contractor employees are legally eligible to work in the United States, and (c) that the Vendor/Contractor has actively and affirmatively verified such eligibility utilizing the Federal Government's Employment Verification Eligibility Form (I-9 Form).
- B. A mere allegation of Vendor/Contractor's intent to use and/or current use of unauthorized workers may not be a basis to delay the County's award of a Contract to the Vendor/Contractor unless such an allegation has been determined to be factual by Immigration and Customs Enforcement (ICE) pursuant to an investigation conducted by ICE prior to the date the Contract is scheduled to be awarded by the County.

- C. Legitimate claims of the Vendor/Contractor's use of unauthorized workers must be reported to both of the following agencies:
 - 1. The County's Purchasing and Contracts Department at (352) 754-4020: and
 - 2. Immigration and Customs Enforcement (ICE) at 1-866-DHS-2-ICE
- D. In the event it is discovered that the Vendor/Contractor's employees are not legally eligible to work in the United States, the County may, in its sole discretion, demand that the Vendor/Contractor cure this deficiency within a specified time frame, and/or immediately terminate the Contract without any cost or penalty to the County, and/or debar the Vendor/Contractor from Bidding on all County Contracts for a period up to twenty-four (24) months, and/or take any and all legal action deemed necessary and appropriate.
- E. Vendor/Contractor is required to incorporate the following IMAGE Best Practices into its business and, when practicable, incorporate verification requirements into its Agreements with Sub-Contractors:
 - 1. Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.
 - 2. Use the Social Security Number Verification Service and make good faith effort to correct and verify the names and Social Security numbers of the current workforce.
 - 3. Establish a written hiring and employment eligibility verification policy.
 - 4. Establish an internal compliance and training program related to the hiring and employment verification process, to include, but not limited to, completion of Form I-9, how to detect fraudulent use of documents in the verification process, and how to use E-Verify and the Social Security Number Verification Service.
 - 5. Require the Form I-9 and E-Verify process to be conducted only by individuals who received appropriate training and include secondary review as of each employee's verification to minimize the potential for a single individual to subvert the process.
 - 6. Arrange for annual Form I-9 audits by an external auditing firm or a trained employee not otherwise involved in the Form I-9 process.
 - 7. Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process.
 - 8. Establish a program to assess Sub-Contractors' compliance with employment eligibility verification requirements. Encourage Vendor/Contractors to incorporate the IMAGE Best Practices contained in this Article and, when practicable, incorporate the verification requirements in Sub-Contractor Agreements.

9. Establish a protocol for responding to letters received from federal and state government agencies indicating that there is a discrepancy between the agency's information and the information provided by the employer or employee; for example, "no match" letters received from the Social Security Administration.
10. Establish a tip line mechanism (inbox, e-mail, etc.) for employees to report activity relating to the employment of unauthorized workers, and a protocol for responding to employee tips.
11. Establish and maintain appropriate policies, practices, and safeguards against use of the verification process for unlawful discrimination, and to ensure that U.S. Citizens and authorized workers do not face discrimination with respect to hiring, firing, recruitment or referral for a fee because of citizenship status or national origin.
12. Maintain copies of any documents accepted as proof of identify and/or employment authorization for all new hires.

8.27. SCRUTINIZED COMPANIES PURSUANT TO FLORIDA STATUTE 287.135 AND 215.473 (Current Edition):

Vendor/Contractor must certify that the company is not participating in a boycott of Israel. Vendor/Contractor must also certify that Vendor/Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan list, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector list, or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the County will not contract for the provision of goods or services with any scrutinized company referred to above. Vendor/Contractor must submit the certification form included as an Attachment to this solicitation. Submitting a false certification shall be deemed a material breach of Contract. The County shall provide notice, in writing, to the Vendor/Contractor of the County's determination concerning the false certification. The Vendor/Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active Contract term, the Vendor/Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Vendor/Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the Contract and seek civil remedies pursuant to Section 287.135, Florida Statutes (Current Edition), as amended from time to time.

8.28. INSURANCE REQUIREMENTS:

A. INDEMNITY, SAFETY AND INSURANCE PROVISIONS:

1. Indemnity: To the fullest extent permitted by Florida law, the Vendor/Contractor covenants, and agrees that it will indemnify and hold harmless the County and all of the County's officers, agents, and employees from any claim, loss, damage, cost, charge, attorney's fees

and costs, or any other expense arising out of any act, action, neglect, or omission by Vendor/Contractor during the performance of the contract, whether direct or indirect, and whether to any person or property to which the County or said parties may be subject, except that neither the Vendor/Contractor nor any of its subcontractors, or assignees, will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County or any of its officers, agents, or employees.

2. Protection of Person and Property:

- a. The Vendor/Contractor will take all reasonable precautions for, and will be responsible for initiating, maintaining and supervising all programs relating to the safety of all persons and property affected by, or involved in, the performance of his operations under this Contract.
- b. The Vendor/Contractor will take all reasonable precautions to prevent damage, injury or loss to: (a) all persons who may be affected by the performance of his operations, including employees; (b) all materials and equipment; and (c) all property at or surrounding the work site. In an emergency affecting the safety of persons or property, the Vendor/Contractor will act, with reasonable care and discretion, to prevent any threatened damage, injury or loss.

B. MINIMUM INSURANCE REQUIREMENTS: Vendor/Contractor shall procure, pay for and maintain at least the following insurance coverage and limits. Said insurance shall be evidenced by delivery to the County of a certificate(s) of insurance executed by the insurers listing coverage and limits, expiration dates and terms of policies and all endorsements whether or not required by the County, and listing all carriers issuing said policies. The insurance requirements shall remain in effect throughout the term of this Contract.

1. Workers' Compensation: As required by law:

- a. State.....Statutory
- b. APPLICABLE FEDERAL.....Statutory
- c. EMPLOYER'S LIABILITY.....Minimum:
 - i. \$100,000.00 each accident
 - ii. \$100,000.00 by employee
 - iii. \$500,000.00 policy limit
- d. Exemption per Florida Statute 440: If a Vendor/Contractor has less than three (3) employees and states that they are exempt per Florida Statute 440, they must provide an exemption certificate from the State of Florida. Otherwise, they will be required to purchase Workers' Compensation Insurance and provide a copy of Workers

Compensation Insurance.

<https://www.myfloridacfo.com/Division/WC/Employer/Exemptions/>

2. General Liability: Comprehensive General Liability including, but not limited to, Independent Contractor, Contractual Premises/Operations, and Personal Injury covering the liability assumed under indemnification provisions of this Contract, with limits of liability for personal injury and/or bodily injury, including death.
 - a. Coverage as follows:
 - i. EACH OCCURRENCE.....\$1,000,000.00
 - ii. GENERAL AGGREGATE\$2,000,000.00
 - iii. PERSONAL/ADVERTISING INJURY.....\$1,000,000.00
 - iv. PRODUCTS-COMPLETED OPERATIONS AGGREGATE.....\$2,000,000.00 Per Project Aggregate (if applicable)
 - b. ALSO, include in General Liability coverage for the following areas based on limits of policy, with:
 - i. FIRE DAMAGE (Any one (1) fire.....\$50,000.00
 - ii. MEDICAL EXPENSE (Any one (1) person)..... \$5,000.00
3. Additional Insured: Vendor/Contractor agrees to endorse Hernando County as an additional insured on the Comprehensive General Liability. The Additional Insured shall read "Hernando County Board of County Commissioners." Proof of Endorsement is required.
4. Waiver of Subrogation: Vendor/Contractor agrees by entering into this Contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Vendor/Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor/Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Vendor/Contractor enter into such an agreement on a pre-loss basis.
5. AUTOMOBILE LIABILITY: Comprehensive automobile and truck liability covering any auto, all owned autos, scheduled autos, hired autos, and non-owned autos. Coverage shall be on an "occurrence" basis. Such insurance to include coverage for loading and unloading hazards. Coverage as follows:
 - a. COMBINED SINGLE LIMIT (CSL)..... \$1,000,000.00 or:
 - i. BODILY INJURY (Per Person)..... \$1,000,000.00

- ii. BODILY INJURY (Per Accident)..... \$1,000,000.00
 - iii. PROPERTY DAMAGE.....\$1,000,000.00
 - 6. PROFESSIONAL LIABILITY (if applicable it will be noted below separately):
 - 7. BUILDERS RISK INSURANCE (if applicable it will be noted below separately):
 - 8. CRIME PREVENTION – BOND (if applicable it will be noted below separately):
 - 9. EXCESS/UMBRELLA LIABILITY (if applicable it will be noted below separately):
 - 10. POLLUTION LIABILITY (if applicable it will be noted below separately):
 - 11. SUBCONTRACTORS (if applicable): All subcontractors hired by said Contractor are required to provide Hernando County Board of County Commissioners a Certificate of Insurance with the same limits required by the County as required by the Contract. All subcontractors are required to name Hernando County Board of County Commissioners as additional insured and provide a Waiver of Subrogation in regards to General Liability.
 - 12. RIGHT TO REVISE OR REJECT: County reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, County reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operating legally.
- C. EACH INSURANCE POLICY SHALL INCLUDE THE FOLLOWING CONDITIONS BY ENDORSEMENT TO THE POLICY:
- 1. Vendor/Contractor agrees to provide County with a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and the Certificate of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available by Vendor/Contractor’s insurer. If the Vendor/Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives noticed that coverage no longer complies with the insurance requirements herein, Vendor/Contractor agrees to notify the County by email within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder shall read: **Hernando County Board of County Commissioners Attention: Human Resources/Risk Department 15470 Flight Path Drive, Brooksville, Florida 34604**
 - 2. Companies issuing the insurance policy, or policies, shall have no recourse against the County for payment of premiums or assessments for any deductibles which all are the sole responsibility and risk of Vendor/Contractor.
 - 3. The term "County" or "Hernando County" shall include all authorities, boards, bureaus, commissions, divisions, departments, and offices of the County and individual members,

employees and agents thereof in their official capacities, and/or while acting on behalf of Hernando County.

4. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- D. The Vendor/Contractor shall be required to provide a current Certificate of Insurance to the County prior to commencement of services.
- E. Bidders may, at the County's request, be required to provide proof that their firm meets the preceding insurance requirements, by submission of a Certificate Of Insurance coverage(s), prior to award of the Contract.
- F. Failure of the Owner to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the Owner to identify a deficiency from evidence provided shall not be construed as a waiver of Vendor/Contractor's obligation to maintain such insurance.

8.29. INSURANCE REQUIREMENTS (continued)

PROFESSIONAL LIABILITY: including Errors and Omissions with minimum limits of \$3,000,000.00 per occurrence, if occurrence form is available; or claims made form with tail coverage extending three (3) years beyond completion and acceptance of the project with proof of tail coverage to be submitted with the invoice for final payment. In lieu of tail coverage, consultant may submit annually to the County a current Certificate of Insurance proving claims made insurance remains in force throughout the same three (3) year period.

Notwithstanding the requirements for Professional Liability Insurance listed above, Engineer and/or Architect must provide evidence of coverage, a minimum of \$2,000,000.00.

8.30. INSURANCE REQUIREMENTS (continued)

CYBER LIABILITY TECHNOLOGY: including Errors and Omissions with minimum limits of \$3,000,000.00 per occurrence, Prior to performing services, Contractor will provide to the owner a certificate of insurance including Cyber Security Insurance Coverage in the event of data breach. Failure to provide said certificate or failure to maintain said Cyber Security Insurance Vendor/Contractor shall provide to the owner a certificate of insurance including Cyber Security Insurance coverage in the event of a data breach. Failure to provide said certificate or failure to maintain said Cyber Security Insurance during Agreement's term shall constitute a material breach of the Agreement.

DATA SECURITY: The parties agree to abide by and maintain adequate security measures, consistent with industry standards and best practices to protect Confidential Electronic data from unauthorized disclosure or acquisition by an unauthorized person. These measures shall include, but are not limited to:

- A. . Data Encryption both at rest and in transit.

- B. . Strong Authentication and Appropriate Access Control for any data shares.
- C. . Data Classification clearly labeling the sensitivity of shared information defined as classified or sensitive.

8.31. MINIMUM WAGE RATES:

- A. The Vendor/Contractor shall be required to pay his/her/its employees no less than the Federal Minimum Wage Rate.
- B. If the Contract should be renewed, the Contract shall be adjusted for benefit of the Vendor/Contractor in proportion with Federal Law Governing Wage Rates during the period of the Contract for labor-related costs only.
- C. The County reserves the right to inspect the payroll records of the Vendor/Contractor, as may be deemed necessary, to determine that the Vendor/Contractor is complying with Federal Wage and Hour Law.

8.32. SAFETY PRECAUTIONS:

SAFETY PRECAUTIONS:

- A. The Vendor/Contractor shall be responsible for instructing his workmen in appropriate safety measures with respect to all services provided under this Contract, and shall not permit them to place equipment in traffic lanes or other locations in such a manner as to create a safety hazard.
- B. All equipment shall be equipped with all necessary safety equipment to satisfy all applicable Florida Department of Transportation and Occupational Safety and Health Administration (OSHA) requirements.

8.33. RESPONSIVE/RESPONSIBLE:

At the time of submitting a Bid response, the County requires that the Bidder be properly licensed and registered to do business in the State of Florida in accordance with applicable Florida Statutes (F.S.). Bid responses that fail to provide the required forms listed in these Bid Documents may be rejected as non-responsive. Bidders whose responses, past performance, or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of the Bid may be rejected as non-responsible. The County reserves the sole right to determine which responses meet the requirements of this solicitation, and which Bidders are responsive and responsible. The County reserves the sole right before awarding the Bid, to require a Bidder to submit such evidence of their qualifications as it may deem necessary and may consider any evidence available to it of the financial, technical, and other qualifications and abilities of a Bidder to perform the work in a satisfactory manner and within the time specified. The Bidder is assumed to be familiar with all federal, state or local laws, ordinances, rules

and regulations that in any manner affect the work, and to abide thereby if awarded the Bid/Contract. Ignorance of legal requirements on the part of the Bidder/Vendor/Contractor will in no way relieve his/her/its responsibility.

8.34. CLAIMS

- A. Chief Procurement Officer's Decision Required: All claims, except those waived, shall be referred to the Chief Procurement Officer for decision.
- B. Notice: Written notice stating the general nature of each claim shall be delivered by the claimant to the Chief Procurement Officer and the other party to the Contract promptly (but in no event later than thirty (30) days after the start of the event giving rise thereto. The responsibility to substantiate a claim shall rest with the party making the claim. Notice of the amount or extent of the claim, with supporting data, shall be delivered to the Chief Procurement Officer and the other party to the Contract within sixty (60) days after the start of such event (unless the Chief Procurement Officer allows additional time for claimant to submit additional or more accurate data in support of such claim). A claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 5.3. A claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 5. Each claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to the Chief Procurement Officer and the claimant within thirty (30) days after receipt of the claimant's last submittal (unless the Chief Procurement Officer allows additional time).
- C. Chief Procurement Officer's Action: Chief Procurement Officer will review each claim and, within thirty (30) days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
 1. Deny the claim in whole or in part,
 2. Approve the claim, or
 3. Notify the parties that the Chief Procurement Officer is unable to resolve the claim if, in the Chief Procurement Officer's sole discretion, it would be inappropriate for the Chief Procurement Officer to do so. For purposes of further resolution of the claim, such notice shall be deemed a denial.
- D. In the event that Chief Procurement Officer does not take action on a claim within said thirty (30) days, the claim shall be deemed denied.
- E. Chief Procurement Officer's written action or denial will be final and binding upon Owner and Vendor/Contractor, unless Owner or Vendor/Contractor invoke the dispute resolution procedure set forth in Paragraph 37 within thirty (30) days of such action or denial.

9. SPECIAL CONDITIONS

9.1. INSPECTION OF FACILITIES/AREAS:

It is the Vendor/Contractors responsibility to become fully informed as to the nature and extent of the work required, local site conditions, and any other factors that may impact performance of the contract. The responsibility to inspect the worksite is the sole responsibility of the Bidder. Arrangement for Bidder's inspection of facilities and/or activity schedule may be secured by calling 352-754-4020. Failure to visually inspect the facilities may be cause for disqualification of your bid. After contract award, no additional compensation will be made as a result of the differences between actual labor and materials required to complete the project and the contract amount

9.2. LICENSES AND PERMITS:

- A. Prior to furnishing the requested product(s) or service(s), it shall be the responsibility of the awarded Vendor/Contractor to obtain, at no additional cost to the County, any and all licenses and permits required to complete this contractual service. These licenses and permits shall be readily available for review by the Chief Procurement Officer or their designee.
- B. Said licenses shall be in the Bidder's name as it appears on the official Bid Form. Bidder shall supply appropriate license numbers, with expiration dates, as part of their bid. Failure to hold and provide proof of a proper active license, certification and registration may be grounds for rejection of the bid.
- C. Upon notification, Bidder shall provide copies of all applicable active and current licenses.

9.3. PRE-AWARD MEETING

Within fourteen (14) days after receipt of notice of intent of award of bid, Vendor/Contractor shall meet with the County's representative(s) to discuss job procedures and scheduling.

9.4. PERFORMANCE

- A. Timely performance is of the essence in the award of this Prequalification Application. Performance shall be defined in the request for Quote. Quotes which fail to meet this requirement shall be rejected.
- B. Failure of the awarded Vendor/Contractor to meet this performance requirement may result in default, immediate cancellation of the Purchase Order, and all other applicable remedies available to the County under state law.
- C. It is hereby understood and mutually agreed to by and between parties hereto that the time of performance is an essential condition of this Prequalification Contract.
- D. If said Vendor/Contractor shall neglect, fail or refuse to provide the services within the time herein specified on the request for Quote, then said Vendor/Contractor does hereby agree as

part of the consideration for the awarding of this Prequalification Contract, to pay the County the sum extended by the County to Contract for like services approved by the Purchasing and Contracts Department for the period from the required scheduled commencement date until performance of services covered in the Quote is completed.

- E. The Vendor/Contractor shall, within five (5) calendar days from the beginning of such delay, notify the Chief Procurement Officer in writing of the cause(s) of the delay.

9.5. LIQUIDATED DAMAGES

Should the awarded Vendor/Contractor fail to complete the required services or make delivery of the commodities or equipment within the time(s) specified in the request for Quote, pursuant to section above entitled DELIVERY AND ACCEPTANCE, or within such additional time(s) as may be granted by the County, the County will suffer damage, the amount of which is difficult, if not impossible to ascertain. Therefore, the Vendor/Contractor shall pay to the County, as liquidated damages, any amount defined in the request for Quote, for each calendar day of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. Such sum is mutually agreed upon as a reasonable and proper amount of damages the County will sustain per diem by failure of the Vendor/Contractor to complete the services or make delivery within the specified time. The costs for liquidated damages shall not be construed as a penalty on the Vendor/Contractor.

9.6. AS SPECIFIED:

All items delivered must meet the specifications as defined in the request for Quote, pursuant to section above entitled DELIVERY AND ACCEPTANCE. Items delivered not as specified will be returned at no expense to the County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards. Replacement items meeting specifications must be submitted within a reasonable time after rejection of the non-conforming items.

9.7. CODES AND REGULATIONS:

The awarded Vendor/Contractor must strictly comply with all Federal, State, and local building and safety codes.

9.8. WARRANTY

The awarded Vendor/Contractor shall fully warrant all equipment furnished against defect in materials and/or workmanship for a period determined on the request for Quote, pursuant to Paragraph 11, from date of delivery/acceptance by Hernando County. Should any defect in materials or workmanship, except ordinary wear and tear, appear during the stated warranty period, the awarded Vendor/Contractor shall repair or replace same at no cost to the County, immediately upon written notice from the County's authorized representative. The Vendor/Contractor shall be responsible for either repairing the equipment on site or transporting the equipment to his/her repair facility at no cost to the County. All warranty provisions of the Uniform Commercial Code shall additionally apply.

9.9. MEASUREMENTS

The linear footage noted on the request for Quote, pursuant to section above entitled DELIVERY AND ACCEPTANCE, are only estimates. Vendor/Contractors will be responsible for their own measurements and must submit a firm price accordingly. There will be no adjustments, for increase or decrease, of footage required for the job; therefore, the total offer must be based on accurate measurements by Vendor/Contractors during inspection. Failure to do so will be at Vendor/Contractor's risk. Any request for unit price on the Quote is for information only. Award shall be based solely on "Total Offer", with no adjustments made for increased/decreased quantities after award.

9.10. DRAWINGS

Drawing(s) may be included in the request for Quote. The County shall not be responsible for the accuracy of such drawings. Vendor/Contractor's shall be responsible for verification of the accuracy and the total Quote offer shall be at the Vendor/Contractor's risk.

9.11. DEBRIS

Awarded Vendor/Contractor shall be responsible for the prompt removal of all debris which is a result of this contractual service.

9.12. PROTECTION OF PROPERTY/SECURITY:

- A. The Vendor/Contractor shall provide barricades if necessary and take all necessary precautions to protect buildings and personnel. All work shall be completed in every respect and accomplished in a professional manner and the Vendor/Contractor shall provide for removal of all debris from County property.
- B. The Vendor/Contractor shall at all times, guard against damage or loss to property of Hernando County, or of other Vendor/Contractors, and shall be held responsible for replacing or repairing any such loss or damage. The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss of damage to property through negligence of the Vendor/Contractor or their agent.

9.13. BID BOND/PERFORMANCE BOND AND PAYMENT BOND: (Required if project quoted will be over \$200,000)

- A. If required, each Quote submitted from a request for Quote, pursuant to Paragraph 11, must be accompanied by a Certified or Cashier's check or Bid Bond in a sum of not less than ten percent

(10%) of the total Quote. Quote deposits amounting to less than two hundred dollars need not be submitted. All checks shall be made payable to the Hernando County Board of County Commissioners. Unsuccessful Vendor/Contractor's performance deposit will be returned upon evaluation and award of Quote. The awarded Vendor/Contractor's performance deposit will be returned upon receipt and acceptance of a 100% Performance Bond and a 100% Payment Bond. Under no circumstances shall the awarded Vendor/Contractor start work until he/she has supplied an acceptable Performance Bond and Payment Bond. If the awarded Vendor/Contractor fails to supply a Performance Bond and/or Payment Bond as specified in the Quote, the County shall be entitled to retain the Quote deposit to rectify the Vendor/Contractor's unacceptable performance. The Surety which issues the Bid Bond and the Performance Bond and Payment Bond must be listed on the U.S. Treasury, Fiscal Service, Bureau of Government Financial Operations, (latest review) entitled "Companies Holding Certificates of Authority as Acceptable Surety on Federal Bond and as Acceptable Reinsuring Companies".

- B. The awarded Vendor/Contractor shall furnish a Performance Bond and a Payment Bond as security for faithful performance of Quote awarded as a result of a request for Quote, and for the payment of all persons performing labor and/or furnishing material in connection therewith. The Surety of such Bond shall be in an amount equal to the Contractual service (each job awarded, and Purchase Order (PO) issued). The Surety shall be responsible for any liquidated damages assessed because of failure to complete the Contractual service. The Surety shall also be responsible for any increases or extensions to the Contract. The attorney-in-fact who signs the Bond must send with the Bond a certificate and effective dated copy of power of attorney. Under no circumstances shall the awarded Vendor/Contractor begin work until he/she has supplied the County a Performance Bond

9.14. CHANGES - SERVICE CONTRACTS:

- A. The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:
 - 1. Description of services to be performed.
 - 2. Time of performance (i.e., hours of the day, days of the week, etc.).
 - 3. Place of performance of the services.
- B. If additional work or other changes are required in the areas described above, a price proposal will be required from the Vendor/Contractor. Upon negotiation of the proposal, execution and receipt of the change order, the Vendor/Contractor shall commence performance of the work as specified.

- C. The Vendor/Contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the Purchasing and Contracts Department. If the Vendor/Contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at their own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

9.15. METHOD OF ORDERING:

The County will issue Purchase Orders against the Contract on an as-needed-basis for the supplies or services listed on the request for Quote form, pursuant to section above entitled DELIVERY AND ACCEPTANCE.

9.16. CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER - TERM CONTRACTS:

It is hereby made a part of this Request for Qualification that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God that Hernando County shall require a “first priority” basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the County. Vendor/Contractor agrees to rent/sell/lease all goods and services to the County or other governmental entities as opposed to a private citizen, on a first priority basis. The County expects to pay Contractual prices for all products or services required during an emergency situation. Vendor/Contractor shall furnish a twenty-four (24) hour phone number and email address in the event of such an emergency.

The current Federal Clauses and Forms are attached as Exhibit A, Section III, Exhibits to this document. In the event of an Emergency/Hurricane or Disaster, a copy of the most current Clauses and Forms will be provided for review and signature.

9.17. REQUIREMENTS CONTRACT:

This is a Requirements Contract and the County shall order from the Vendor/Contractor all of the supplies and/or services specified in the Contract’s price schedule that are required to be purchased by the County. If the County urgently requires delivery of goods or services before the earliest date that delivery may be required under this Contract, and if the Vendor/Contractor will not accept an order providing for accelerated delivery, the County may acquire the goods or services from another source. Except as this Contract may otherwise provide, if the County’s requirements do not result in orders in the quantities described as “estimated” in the Contract’s price schedule, that fact shall not constitute the basis for an equitable adjustment.

9.18. SITE DAMAGE:

The Vendor/Contractor shall be held responsible for damage to any site feature including, but not limited to: irrigation equipment, trees, shrubs, signs, vehicles, etc. caused by the Vendor/Contractor. It shall be the Vendor/Contractor's responsibility to clean-up and/or rectify, to the County's satisfaction, any damage to County property caused by any individual(s) connected with the Vendor/Contractor. The Vendor/Contractor shall be notified of the specific nature of the damage and cost of repair. The County shall, at its option, invoice the Bidder for payment or reduce the next regular payment to the Vendor/Contractor, for the cost of repairs, materials, and labor.

9.19. FINAL SITE INSPECTON:

Final inspection of each site by County staff will be performed within ten (10) days after receipt of notification from the Vendor/Contractor that services at such site are complete. The site must meet all requirements as stated in the scope of work issued (each job awarded) prior to payment processing.

10. SCOPE OF WORK

10.1. SCOPE OF WORK:

The Vendor/Contractor will supply all materials, labor, and equipment in order to accomplish the installation of single mode fiber and Category 6 (Cat 6) cabling on an as-needed basis for Hernando County Departments as described in the specifications. Information pertaining to individual projects shall include: Address/Location of the project Description of the services Specify the services to be done.

10.2. LOCATION OF THE WORK

The work to be performed in this Contract will be performed at Various sites in Hernando County, Florida.

10.3. TECHNICAL SPECIFICATIONS:

A. PREQUALIFICATION (VENDOR/CONTRACTOR SHALL PROVIDE RESPONSE TO):

1. Vendor/Contractors must provide at least three (3) references regarding this scope of work. The references must be from three (3) separate customers. The County reserves the right to request and obtain additional references.
2. Vendor/Contractors must maintain an office within a three (3)-hour response radius of Hernando County Government Center located at 20 North Main Street, Brooksville, FL 34601, verified by the first search on maps.google.com.
3. Vendor/Contractors shall have been in business for a minimum of three (3) years performing the same type of work described in this general scope of work.
4. Vendor/Contractors will show documentation that there is at least one (1) BICSI RCDD certified employee on site at project completion to ensure proper installation within industry standards and the same requirements for any low-voltage license as well.
5. No subcontractor effort will be allowed for any projects.
6. All materials shall be new and free from any material defects.
7. All measurements in this document are approximate lengths only. Each vendor is responsible for obtaining accurate measurements for each job as it occurs.

8. All installers assigned to the projects must have five (5) years' experience in the installation of specified components and structured cabling. Vendor/Contractor must be a certified installer for Avigilon systems.
9. All ethernet cable shall be of Cat6/Cat6a type and must meet ANSI/TIA-568 specifications.
10. All fiber will be single mode.
11. All requirements for security and surveillance systems are outlined in the Access Control System and IP Video Communication Specifications

B. OTHER NETWORKING ITEMS (AS NEEDED) WILL BE PRICED

1. Whenever a job requires other networking items in addition to cabling the following specifications shall apply:
 - a. Communications room will have a free-standing 19" standard rack installed. In the event that a free-standing rack cannot be utilized, a locking wall-mounted rack may be substituted. Substitutions must be approved in advance (in writing) by Information Technology Staff.
 - b. Provide three-feet (3') of twelve-inch (12") black ladder rack with protective end caps from the back of the wall to the new free-standing rack.
 - c. Provide two (2) full-length front and back vertical cable managers.
 - d. Provide Leviton Extreme 6+ Quick Port Patch Panels (Preload light almond connectors), like Leviton LE- 69270-U48 or equivalent.
 - e. Provide appropriate horizontal cable manager for number of panels installed. Correct number will be determined by Information Technology and the project.
 - f. Data Keystones will be Cat 6/Cat6a Compliant.
 - g. Vendor/Contractor will provide patch cords as needed unless otherwise specified.
 - h. All communication work shall conform to EIA/TIA 568 D standards.

C. FIBER:

1. Standards for Fiber Cabling are a minimum of 6 strand 8.3/125 single mode fiber. Fiber installed inside buildings shall be Inter-duct and outdoor fiber will be in conduit.
2. All fiber shall be stamped with a date not greater than three (3) years from construction/installation of/for this project.
3. All fiber shall be installed within the guidelines of manufacturer's specifications.
4. Fiber will terminate into the panel boxes or rack mount term shelves as dictated by the job.
5. Termination type will be LC connectors.

6. Fiber patch cords will be LC to LC and when connecting to switching equipment will be LC to LC (in various lengths).
- D. TESTING: Materials and documentation to be furnished under this specification are subject to inspection and tests. All cables shall be terminated to outlet jacks and patch panels prior to testing. Equipment and systems will not be accepted until the required inspections and tests have been made, demonstrating that the signal distribution system conforms to the specified requirements, and that the required equipment, systems, and documentation have been provided. All inspections and approvals will be by Information Technology. Any defect(s) in the cable system installation including, but not limited to, cable, connectors, feed-through couplers, patch panels, and connector blocks shall be repaired or replaced in order to ensure one hundred percent (100%) useable conductors in all cables installed.
1. All Category 6 circuits shall be tested and verified to demonstrate Category 6 performance. Test results shall be provided in hardcopy and electronic format (CD or flash thumb drive) to Information Technology staff. The printed test results shall include:
 - a. All tests performed,
 - b. The expected test result, and;
 - c. The actual test result achieved and pass/fail indication for each installed link under test.
 2. All fiber strands shall be tested and verified by Vendor/Contractor. Test results shall be provided in hardcopy and electronic format (CD or flash thumb drive). The printed test results shall include:
 - a. All tests performed,
 - b. The expected test result, and;
 - c. The actual test result achieved and a pass/fail indication for each installed link under test.
- E. HOUSE BOOKS (NEW CONSTRUCTION AND MAJOR RENOVATIONS):
1. The Vendor/Contractor shall supply two (2) complete "House Books", one (1) for the main telecommunications closet and one (1) copy for the County Project Manager. The House Book is to be provided in electronic media (CD or flash thumb drive) and shall minimally detail pair count per IDF/MDF, copy of installation K-plans, floor plans showing jack locations and numbers, and printouts of all cable certification tests.
 2. All pre-approved, printed test results shall be incorporated into the House Book and left on site prior to soft cutover (or phased payment). An additional copy shall be given to the County Project Manager at the same time. System acceptance and subsequent phased payment shall not be approved until the House Books are provided and accepted by the County Project Manager.

F. WARRANTY:

1. General: The Vendor/Contractor shall provide a system warranty covering the installed cable system against defects in workmanship, components, and performance: and follow-up support after project completion. Vendor/Contractor must be a certified network cable installer for the Leviton or equivalent products installed.
2. Installation Warranty: The Vendor/Contractor shall warrant the cabling system against material defects in workmanship for a period of ten (10) years for New Project Installations and Major Renovations from the date of system acceptance by the County. The warranty shall cover all labor and materials necessary to correct a failed portion of the system and to demonstrate performance within the original installation specifications after repairs are accomplished. This warranty shall be provided at no additional cost to the County.

G. SERVICES:

1. The Vendor/Contractor shall provide specified materials and equipment for installation of communications wiring on an as-needed basis to the County and its County departments. The Vendor/Contractor shall provide the crews for the timely execution of the service contract not to exceed ten (10) business days from the Notification to Proceed. The Notice to Proceed (NTP) can be conveyed to the Vendor/Contractor by Purchase Order (PO) issuance or Formal Notice to Proceed with PO issuance at the department's discretion.
2. The Vendor/Contractor shall conduct the work so as not to interfere with any public utilities or staff operations.
3. The Vendor/Contractor shall comply with local, State, and Federal Safety and Health requirements. This shall include all permits necessary and/or required.
4. The Vendor/Contractor must be duly licensed in accordance with the State of Florida statutory requirements to perform the work contemplated.
5. The Vendor/Contractor shall obtain all permits necessary to complete the work contemplated and/or conveyed.
6. The Vendor/Contractor shall be responsible for determining what permits are necessary to perform work contemplated under this Contract.

11. **VENDOR QUESTIONNAIRE**

11.1. VENDOR/CONTRACTOR INFORMATION*

Please Provide the following Information:

1. Respondent/Vendor Contractor Name
2. Vendor/Contractor FEIN
3. Vendor/Contractor's Authorized Representative Name and Title
4. Address
5. Phone Number
6. Email Address
7. State of Incorporation

*Response required

11.2. Authorized Signatures/Negotiators *

Please provide the information to support the statement below:

The Vendor/Contractor represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Vendor/Contractor will be duly bound:

Name(s)

Title(s)

Phone no (s)

*Response required

11.3. Type of Organization

- Sole Proprietorship
- Partnership
- Joint Venture
- Corporation

11.4. W-9 Form *

Please attach your completed W-9 Form

*Response required

11.5. ACH electronic payment *

An ACH electronic payment method is offered as an alternative to a payment by physical check.

Please check Option 1 if you accept the ACH electronic payment method.

(Recommended and Preferred)

- Yes, ACH electronic payment method is acceptable.
- No, ACH electronic payment method is not acceptable.

*Response required

11.6. E-VERIFY CERTIFICATION*

Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

All persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and

All persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the Contract with the department.

- Please confirm

*Response required

11.7. DRUG FREE WORKPLACE CERTIFICATE*

In accordance with Florida Statute 287.087 (Current Edition), by submitting this response we hereby certify that our firm

Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Workplace named above, and specifying actions that will be taken against violations of such prohibition.

Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.

Gives each employee engaged in providing commodities or contractual services that are under proposal a copy of the statement specified above.

Notifies the employees that as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 893 (Current Edition), or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.

Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace program.

"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

Please confirm

*Response required

11.8. Affidavit of Non Collusion and of Non-Interest of Hernando County Employees*

Affidavit of Non Collusion and of Non-Interest of Hernando County Employees

Certification that Vendor/Contractor affirms that the bid/proposal presented to the Owner is made freely, and without any secret agreement to commit a fraudulent, deceitful, unlawful or wrongful act of collusion.

I have read and attest that I am the Vendor/Contractor in the above bid/proposal, that the only person or persons interested in said proposal are named therein; that no officer, employee or agent of the Hernando County Board of County Commissioners (BOCC) or of any other Vendor/Contractor is interested in said bid/proposal; and that affiant makes the above bid/proposal with no past or present collusion with any other person, firm or corporation.

Please confirm that you have read and attest to Affidavit of Non Collusion and of Non-Interest of Hernando County Employees

Please confirm

*Response required

11.9. Sworn Statement

11.9.1. *Sworn Statement SECTION 287.133 (3) (a)**

I have read and attest that I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes (current version), means a violation of any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I have read and attest that I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes (current version), means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any Federal or State trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I have read and attest that I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes (current version), means:

- A. A predecessor or successor of a person convicted of a public entity crime; or
- B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one (1) person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

I have read and attest that I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes (current version), means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to proposal on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

I have read and attest that based on information and belief, the statement which I have confirmed below is true in relation to the entity submitting this sworn statement:

_____ [attach a copy of the final order].

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31, OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT.

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

The entity submitting this sworn statement, or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list [attach a copy of the final order].

*Response required

11.9.2. *If you choose option 3, please attach a copy of the final order*

The entity submitting this sworn statement, or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Vendor/Contractor list

Please attach a copy of the final order

11.9.3. *VENDOR/CONTRACTOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES**

Section 287.135 (Current Edition), Florida Statutes, prohibits agencies from contracting with companies for goods or services of \$1,000,000.00 or more, that are on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which are created pursuant to s. 215.473 F.S. (Current Edition), or the Scrutinized Companies that Boycott Israel List, crated pursuant to s. 215.4725 F.S. (Current Edition), or companies that are engaged in a boycott of Israel or companies engaged in business operations in Cuba or Syria.

As the person authorized to submit bids on behalf of respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135 (Current Edition), Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs and does not have business operations in Cuba or Syria.

Please confirm

*Response required

11.10. HERNANDO COUNTY EMPLOYMENT DISCLOSURE CERTIFICATION STATEMENT

*11.10.1. Is any Officer, Partner, Director, Proprietor, Associate or Member of the Business Entity a former employee of Hernando County within the last two (2) years?**

Yes

No

*Response required

*11.10.2. Is any Officer, Partner, Director, Proprietor, Associate or Member of the Business Entity a Relative or Member of the Household of a current Hernando County Employee that had or will have any involvement with this Procurement or Contract Authorization? **

Yes

No

*Response required

11.10.3. Relatives and Former Hernando County Employees – Roles and Signatures

If the answer to either of these questions is "Yes", complete the "Relatives and Former Hernando County Employees - Roles and Signatures" table (Part A and/or Part B, as applicable).

Is any Officer, Partner, Director, Proprietor, Associate or Member of the Business Entity a former employee of Hernando County within the last two (2) years?

Is any Officer, Partner, Director, Proprietor, Associate or Member of the Business Entity a Relative or Member of the Household of a current Hernando County Employee that had or will have any involvement with this Procurement or Contract Authorization?

Please download the below documents, complete, and upload.

- [HC Employment Disclosure Ce...](#)

11.10.4. Local Vendor Affidavit - 12 Month Minimum

Vendor/Individual has been in business in Hernando County for a minimum of twelve (12) months prior to date of bid or quote?

Please confirm

11.10.5. If you are a local vendor please provide the following:

1. Proof of Real Property Tax Submitted with Affidavit:
2. Copy of Florida Division of Corporations Annual Report Submitted with Affidavit:

11.10.6. REFERENCES *

Please enter a list of at least **three (3) references** of firms, organization and/or governmental agencies/entities for which services of a similar size and scope of this solicitation). **These references must have been satisfactorily performed within the past three (3) years.**

Please enter the following for each reference:

Firm name and Address

Contact Person

Email Address

Phone number

Fax number

Contract Number/ID

Contract Amount

Contract Date(s)

*Response required

11.10.7. WARRANTIES *

The Vendor/Contractor agrees that the supplies and services furnished under this Contract shall be covered by the most favorable commercial warranties the Vendor/Contractor gives to any customer for comparable quantities of such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this award.

Yes

No

*Response required

11.10.8. PRE-QUALIFICATION QUESTIONNAIRE

Please download the below documents, complete, and upload.

- [Pre-Qualification Form.pdf](#)

11.10.9. Solicitation-Offer-Award

Please download the below document, complete, and upload.

- [SOLICITATION OFFER AWARD.pdf](#)



County of Hernando
Procurement Department
Toni Brady, Chief Procurement Officer
15470 Flight Path Drive, Brooksville, FL 34604

PROPOSAL DOCUMENT REPORT

PQ No. 23-T00041/GL

Pre-Qualification for Installation of Access Control and Video Communication Systems

RESPONSE DEADLINE: March 1, 2023 at 3:00 pm

Report Generated: Wednesday, April 12, 2023

Mission Critical Solutions, Inc. Proposal

CONTACT INFORMATION

Company:

Mission Critical Solutions, Inc.

Email:

cclark@mcsoftampa.com

Contact:

Chris Clark

Address:

8510 Sunstate Street
Tampa, FL 33634

Phone:

N/A

Website:

www.mcsoftampa.com

Submission Date:

Mar 1, 2023 2:54 PM

ADDENDA CONFIRMATION

Addendum #1

Confirmed Mar 1, 2023 2:18 PM by Chris Clark

QUESTIONNAIRE

1. VENDOR/CONTRACTOR INFORMATION*

Pass

Please Provide the following Information:

1. Respondent/Vendor Contractor Name
2. Vendor/Contractor FEIN
3. Vendor/Contractor's Authorized Representative Name and Title
4. Address
5. Phone Number
6. Email Address
7. State of Incorporation

MCS of Tampa, Inc.

d/b/a Mission Critical Solutions

James V. Slagle, Jr., Chief Sales Officer

8510 Sunstate Street. Tampa, FL 33634

(813) 872-0217 Fax (813) 876-6317

jslagle@mcssoftampa.com

Low Voltage Contractor's License Number: ES-0000299

Electrical Contractor's License Number: EC-13003331

Federal ID Number: 59-3059024

Dunn & Bradstreet Number: 80-020-3580

State of Florida Tax Exempt Resale Number: 39-22-145869-22

2. Authorized Signatures/Negotiators *

Pass

Please provide the information to support the statement below:

The Vendor/Contractor represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Vendor/Contractor will be duly bound:

Name(s)

Title(s)

Phone no (s)

James V. Slagle, Jr.

Chief Customer Officer

813-872-0217

3. Type of Organization

Pass

Corporation

4. W-9 Form *

Pass

Please attach your completed W-9 Form

W-9_signed.pdf

5. ACH electronic payment *

Pass

An ACH electronic payment method is offered as an alternative to a payment by physical check.

Please check Option 1 if you accept the ACH electronic payment method.

(Recommended and Preferred)

Yes, ACH electronic payment method is acceptable.

6. E-VERIFY CERTIFICATION*

Pass

Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

All persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and

All persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the Contract with the department.

Confirmed

7. DRUG FREE WORKPLACE CERTIFICATE*

Pass

In accordance with Florida Statute 287.087 (Current Edition), by submitting this response we hereby certify that our firm

Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Workplace named above, and specifying actions that will be taken against violations of such prohibition.

Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.

Gives each employee engaged in providing commodities or contractual services that are under proposal a copy of the statement specified above.

Notifies the employees that as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 893 (Current Edition), or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.

Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace program.

"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

Confirmed

8. Affidavit of Non Collusion and of Non-Interest of Hernando County Employees*

Pass

Affidavit of Non Collusion and of Non-Interest of Hernando County Employees

Certification that Vendor/Contractor affirms that the bid/proposal presented to the Owner is made freely, and without any secret agreement to commit a fraudulent, deceitful, unlawful or wrongful act of collusion.

I have read and attest that I am the Vendor/Contractor in the above bid/proposal, that the only person or persons interested in said proposal are named therein; that no officer, employee or agent of the Hernando County Board of County Commissioners (BOCC) or of any other Vendor/Contractor is interested in said bid/proposal; and that affiant makes the above bid/proposal with no past or present collusion with any other person, firm or corporation.

Please confirm that you have read and attest to Affidavit of Non Collusion and of Non-Interest of Hernando County Employees

Confirmed

9. Sworn Statement

SWORN STATEMENT SECTION 287.133 (3) (A)*

Pass

I have read and attest that I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes (current version), means a violation of any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I have read and attest that I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes (current version), means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any Federal or State trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I have read and attest that I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes (current version), means:

- A. A predecessor or successor of a person convicted of a public entity crime; or

- B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one (1) person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

I have read and attest that I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes (current version), means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to proposal on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

I have read and attest that based on information and belief, the statement which I have confirmed below is true in relation to the entity submitting this sworn statement:

_____ [attach a copy of the final order].

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31, OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT.

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

IF YOU CHOOSE OPTION 3, PLEASE ATTACH A COPY OF THE FINAL ORDER

The entity submitting this sworn statement, or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Vendor/Contractor list

Please attach a copy of the final order

No response submitted

VENDOR/CONTRACTOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES*

Pass

Section 287.135 (Current Edition), Florida Statutes, prohibits agencies from contracting with companies for goods or services of \$1,000,000.00 or more, that are on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which are created pursuant to s. 215.473 F.S. (Current Edition), or the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 F.S. (Current Edition), or companies that are engaged in a boycott of Israel or companies engaged in business operations in Cuba or Syria.

As the person authorized to submit bids on behalf of respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135 (Current Edition), Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs and does not have business operations in Cuba or Syria.

Confirmed

10. HERNANDO COUNTY EMPLOYMENT DISCLOSURE CERTIFICATION STATEMENT

IS ANY OFFICER, PARTNER, DIRECTOR, PROPRIETOR, ASSOCIATE OR MEMBER OF THE BUSINESS ENTITY A FORMER EMPLOYEE OF HERNANDO COUNTY WITHIN THE LAST TWO (2) YEARS?*

Pass

No

IS ANY OFFICER, PARTNER, DIRECTOR, PROPRIETOR, ASSOCIATE OR MEMBER OF THE BUSINESS ENTITY A RELATIVE OR MEMBER OF THE HOUSEHOLD OF A CURRENT HERNANDO COUNTY EMPLOYEE THAT HAD OR WILL HAVE ANY INVOLVEMENT WITH THIS PROCUREMENT OR CONTRACT AUTHORIZATION? *

Pass

No

RELATIVES AND FORMER HERNANDO COUNTY EMPLOYEES – ROLES AND SIGNATURES

Pass

If the answer to either of these questions is “Yes”, complete the “Relatives and Former Hernando County Employees - Roles and Signatures” table (Part A and/or Part B, as applicable).

Is any Officer, Partner, Director, Proprietor, Associate or Member of the Business Entity a former employee of Hernando County within the last two (2) years?

Is any Officer, Partner, Director, Proprietor, Associate or Member of the Business Entity a Relative or Member of the Household of a current Hernando County Employee that had or will have any involvement with this Procurement or Contract Authorization?

Please download the below documents, complete, and upload.

- [HC Employment Disclosure Ce...](#)

HC_Employment_Disclosure_Certification_Statement_filled_in_revjvs_signed.pdf

LOCAL VENDOR AFFIDAVIT - 12 MONTH MINIMUM

Pass

Vendor/Individual has been in business in Hernando County for a minimum of twelve (12) months prior to date of bid or quote?

Not confirmed

IF YOU ARE A LOCAL VENDOR PLEASE PROVIDE THE FOLLOWING:

1. Proof of Real Property Tax Submitted with Affidavit:
2. Copy of Florida Division of Corporations Annual Report Submitted with Affidavit:

No response submitted

REFERENCES *

Pass

Please enter a list of at least **three (3) references** of firms, organization and/or governmental agencies/entities for which services of a similar size and scope of this solicitation). **These references must have been satisfactorily performed within the past three (3) years.**

Please enter the following for each reference:

Firm name and Address

Contact Person

Email Address

Phone number

Fax number

Contract Number/ID

Contract Amount

Contract Date(s)

Manatee County Government

Bill Kersey

bill.kersey@mymanatee.org

941-748-4501 x 5803

ITQ 18-R068742CB

6/15/18 - 6/14/20

No set contract amount, Time & Material work as needed, value typically between \$50,000 and \$250,000 per year.

City of Clearwater

1112 Manatee Ave W, Bradenton, FL. 100 South Myrtle Ave., Suite120, Clearwater, FL. 33756

Leroy Chin

leroy.chin@myclearwater.com

727-562-4856

n/a

Regular work since 2015 to 2021

No set contract amount, Time & Material work as needed, value typically between \$50,000 and \$250,000 per year.

University of South Florida

Nathan Rice

nrice@admin.usf.edu

813) 974-0503

ITB# 18-02-MH

5/10/2018 to 4/15/2020

No set contract amount, Time & Material work as needed, value typically between \$50,000 and \$250,000 per year.

WARRANTIES *

Pass

The Vendor/Contractor agrees that the supplies and services furnished under this Contract shall be covered by the most favorable commercial warranties the Vendor/Contractor gives to any customer for comparable quantities of such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this award.

Yes

PRE-QUALIFICATION QUESTIONNAIRE

Pass

Please download the below documents, complete, and upload.

- [Pre-Qualification Form.pdf](#)

Pre-Qualification_Form_filled_in_revjvs_signed.pdf

SOLICITATION-OFFER-AWARD


Pass

Please download the below document, complete, and upload.

- [SOLICITATION OFFER AWARD.pdf](#)

SOLICITATION_OFFER_AWARD_filled_in_revjvs_signed.pdf

ADDENDA CONFIRMATION

 Addendum #1

Confirmed Mar 1, 2023 2:18 PM by Chris Clark

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. MCS OF TAMPA, INC		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____		
	5 Address (number, street, and apt. or suite no.) See instructions. 8510 SUNSTATE STREET		Requester's name and address (optional)
	6 City, state, and ZIP code TAMPA, FL 33634		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
5	9	-	3	0	5	9	0	2	4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ <i>JT Gonzalez</i>	Date ▶
------------------	-----------------------------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

HERNANDO COUNTY EMPLOYMENT DISCLOSURE CERTIFICATION STATEMENT

March 1, 2023
(date)

Hernando County
Purchasing and Contracts Department
15470 Flight Path Drive
Brooksville, FL 34604

The undersigned certifies that to the best of his/her knowledge:

Is any officer, partner, director, proprietor, associate or member of the business entity a former employee of Hernando County within the last two (2) years? No Yes

Is any officer, partner, director, proprietor, associate or member of the business entity a relative or member of the household of a current Hernando County employee that had or will have any involvement with this procurement or contract authorization?


No Yes

If the answer to either of the above questions is "Yes", complete the "Relatives and Former Hernando County Employees - Roles and Signatures" table (Part A and/or Part B, as applicable).

Bidder:

jslagle@mcsoftampa.com
(Email address)

8510 Sunstate Street, Tampa, FL. 33634
(Address)


(Signature required)

813-872-0217
(Phone)

James V Slagle, Jr.
(Print name)

(Fax)

Chief Customer Officer
(Print title)

59-3059024
(Federal Taxpayer ID Number)

Relatives and Former Hernando County Employees – Roles and Signatures

Part A: Employees that left Hernando County in the last two years.

Employee Name/Signature	Job Performed for Hernando County	Current Role with Business Entity	Date Left Hernando County
Name: _____ Sign: _____ • Involved with this procurement on behalf of Hernando County? No <input type="checkbox"/> Yes <input type="checkbox"/> • Involved with proposal development for this procurement? No <input type="checkbox"/> Yes <input type="checkbox"/>			
Name: _____ Sign: _____ • Involved with this procurement on behalf of Hernando County? No <input type="checkbox"/> Yes <input type="checkbox"/> • Involved with proposal development for this procurement? No <input type="checkbox"/> Yes <input type="checkbox"/>			
Name: _____ Sign: _____ • Involved with this procurement on behalf of Hernando County? No <input type="checkbox"/> Yes <input type="checkbox"/> • Involved with proposal development for this procurement? No <input type="checkbox"/> Yes <input type="checkbox"/>			

Part B: Identify officers, partners, directors, proprietors, associates or members of the business entity that are relatives or members of the household of Hernando County employees currently working for Hernando County, if Hernando County employee had or will have any involvement with this procurement of contract.

Firm Officer, Partner, Director, Proprietor, Associate or Member Name	Name and Relationship of Relative or Member of Household Employed at Hernando County	Role at Hernando County	Hernando County employee's Role with this Procurement

(Make copies of this form as needed to list additional employees.)

This document should be completed and returned with your submittal.

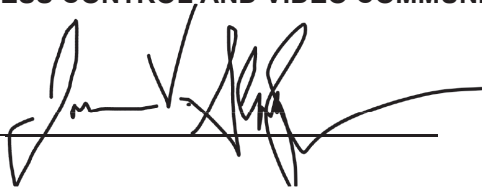
PRE-QUALIFICATION QUESTIONNAIRE

FOR

CONTRACT NO. 23-T00041/GL - INSTALLATION OF ACCESS CONTROL AND VIDEO COMMUNICATION SYSTEM

Submitted by: MCS of Tampa, Inc.

Company Name



Registrants Name: James V Slagle, Jr.

Title: Chief Customer Officer

Address: 8510 Sunstate Street

Phone: 813-872-0217

Tampa, FL. 33634

Fax: _____

E-Mail: jslagle@mcsoftampa.com

1. EC-13003331

State License Number - Installer

Gilbert Timothy Gonzalez

Certificate Holder's Name

ES-0000299

State License Number – Low Voltage

Gilbert Timothy Gonzalez

Certificate Holder's Name

Hernando County License

Certificate Holder's Name

2. Are there any disciplinary actions against the qualifier of your company within the past five (5) years?

Yes

No

No

If the answer is yes, please explain below.

3. Are there any judgements, claims, mediation proceedings or suits pending or outstanding against your firm or its office?

Yes

No

No

If the answer is yes, please explain below.

4. Has any office or partner of your firm ever failed to complete a communications wiring installation project handled in his/her/its own name or as a qualifier for another in the past five (5) years?

Yes

No

No

If the answer is yes, please explain below.

This document must be completed and returned with your submittal.



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LICENSEE DETAILS

4:49:41 PM 3/14/2023

Licensee Information

Name:	GONZALEZ, GILBERT TIMOTHY (Primary Name) MCS OF TAMPA INC (DBA Name)
Main Address:	8510 SUNSTATE STREET TAMPA Florida 33634
County:	HILLSBOROUGH
License Location:	8510 SUNSTATE ST. TAMPA FL 33634
County:	HILLSBOROUGH

License Information

License Type:	Certified Electrical Contractor
Rank:	Cert Electrical
License Number:	EC13003331
Status:	Current,Active
Licensure Date:	08/11/2006
Expires:	08/31/2024

Special Qualifications

Qualification Effective

--

Alternate Names

--

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2601 Blair Stone Road, Tallahassee FL 32399 :: Email: [Customer Contact Center](#) :: Customer Contact Center: 850.487.1395

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However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our [Chapter 455](#) page to determine if you are affected by this change.



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LICENSEE DETAILS

4:51:41 PM 3/14/2023

Licensee Information

Name:	GONZALEZ, GILBERT TIMOTHY (Primary Name) MCS OF TAMPA INC (DBA Name)
Main Address:	8510 SUNSTATE STREET TAMPA Florida 33634
County:	HILLSBOROUGH
License Location:	8510 SUNSTATE ST. TAMPA FL 33634
County:	HILLSBOROUGH

License Information

License Type:	Certified Specialty Contractor
Rank:	Cert Specialty
License Number:	ES0000299
Status:	Current,Active
Licensure Date:	02/22/1999
Expires:	08/31/2024

Special Qualifications

Qualification Effective

Limited Energy Systems Specialty

Alternate Names

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