

SOLICITATION - OFFER - AWARD

SOLICITATION NO.: 18-TF0049/DK	SOLICITATION TITLE: HVAC REPAIRS ON SYSTEMS UP TO TWENTY-FIVE (25) TONS	DATE ISSUED: MAY 30, 2018	CONTRACT NO.: 18-TF0049/DK
ISSUED BY: BOARD OF COUNTY COMMISSIONERS <u>HERNANDO COUNTY, FLORIDA</u> Steve Champion, Chairman John Allocco, Vice Chairman Wayne Dukes, Second Vice Chairman Jeff Holcomb John Mitten		SUBMIT BID OFFER TO: HERNANDO COUNTY PURCHASING AND CONTRACTS 20 NORTH MAIN STREET, ROOM 365 BROOKSVILLE, FL 34601-2800 James S. Wunderle Purchasing and Contracts Manager Chief Procurement Officer	

SOLICITATION

SEALED OFFERS, IN TWO (2) ORIGINALS, FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT DESCRIBED HEREIN WILL BE RECEIVED AT THE OFFICE OF PURCHASING AND CONTRACTS, 1653 BLAISE DR, BROOKSVILLE, FL 34601, BROOKSVILLE, FL 34601-2800, **UNTIL 3:00 P.M., LOCAL TIME ON JUNE 27, 2018.** 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, 1653 BLAISE DR, AT **3:00 P.M. ON JUNE 27, 2018.** 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 HVAC REPAIRS ON SYSTEMS UP TO TWENTY-FIVE (25) TONS FOR THE HERNANDO COUNTY FACILITIES MAINTENANCE DEPARTMENT. SUBMIT PRICING ON BID FORM IN SECTION VI PLEASE SUBMIT TWO (2) ORIGINAL SIGNED DOCUMENTS. (SEE ATTACHED SPECIFICATIONS)	XXXX	XXXX	XXXXXXXX	\$ _____

OFFER

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

IN COMPLIANCE WITH THE ABOVE, THE UNDERSIGNED, BEING DULY AUTHORIZED TO SIGN THIS BID FOR THE BIDDER, AGREES THAT IF THIS OFFER IS ACCEPTED WITHIN **NINETY (90) DAYS** FROM THE BID OPENING DATE, TO FURNISH TO HERNANDO COUNTY ANY AND ALL ITEMS FOR WHICH PRICES ARE OFFERED IN THIS BID SOLICITATION AT THE PRICE(S) SO OFFERED, DELIVERED AT DESIGNATED POINT(S), WITHIN THE TIME PERIOD SPECIFIED, AND AT THE TERMS AND CONDITIONS SO STIPULATED IN THE SOLICITATION FOR BIDS.

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

BIDDER'S INFORMATION Air Mechanical & Service Corporation Company Name 4311 W. Ida St Address Tampa FL 33614 City State Zip Code 813-875-0782 813-874-0402 tbarton@amsco-ac.com Phone Number Fax Number Email Address	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN BID OFFER: BIDDER'S SIGNATURE 	OFFER DATE 6-27-18 6-25-18
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AWARD

(TO BE COMPLETED BY COUNTY)

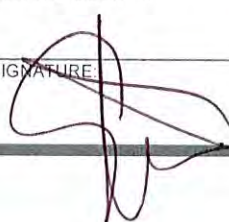
REVIEWED FOR LEGAL SUFFICIENCY: 5/14/18	LR NO.: 2018-353	BY: Randall B. Griffiths
ACCEPTED AS TO ITEM(S) NO:	AMOUNT:	ACCOUNTING CODE:
SUBMIT INVOICES TO: HERNANDO COUNTY FACILITIES MAINTENANCE DEPARTMENT 1525 EAST JEFFERSON ST., BROOKSVILLE, FL 34601 OR REQUESTING DEPARTMENT	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ACCEPTANCE AND AWARD FOR THE COUNTY:	
	SIGNATURE: 	AWARD DATE: 8-14-18

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ISSUE DATE: MAY 30, 2018

INVITATION TO BID

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

TERM CONTRACT ITB NO. 18-TF0049/DK

FOR

HVAC REPAIRS ON SYSTEMS UP TO TWENTY-FIVE (25) TONS

Hernando County Board of County Commissioners are soliciting Vendors/Contractors active in HVAC repairs on systems up to twenty-five (25) tons.

Sealed bid offers as two (2) originals for furnishing the above will be received and accepted up to 3:00 PM (local time), **JUNE 27, 2018**, in the Hernando County Purchasing and Contract's office. Bids shall be plainly marked on the outside of a sealed envelope/container with: Bidder's name and address, and Bid Name and Bid Number. Bids are to be submitted:

Physical Address:

Hernando County Purchasing and Contracts
1653 Blaise Dr.
Brooksville, Florida 34601

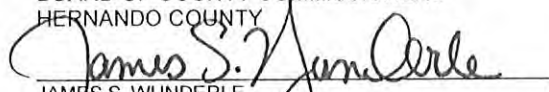
The Board of County Commissioners of Hernando County, Florida reserves the right to accept or reject any or all bids and waive informalities and minor irregularities in offers received in accordance with the bid documents and the Hernando County Procurement Ordinance.

Interested firms may secure the bid documents and plans and drawings and all other pertinent information by visiting the website of Bid Net at www.floridabidsystem.com. For additional project information, please visit the Hernando County Board of County Commissioners Purchasing and Contracts Department at www.hernandocounty.us, or by calling Bid Net at (800) 835-4603 or the Purchasing and Contracts Department at (352) 754- 4020.

Purchasing and Contracts Department will post addenda on Bid Net at www.floridabidsystem.com to all questions in accordance with the Solicitation Instructions. **It is the responsibility of prospective bidders to visit the Bid Net at www.floridabidsystem.com to insure that they are aware of all addenda issued relative to this solicitation.**

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

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY


JAMES S. WUNDERLE
CHIEF PROCUREMENT OFFICER, HERNANDO COUNTY

NOTICE TO BIDDERS

To ensure that your Bid is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Diane Kafrisen, Purchasing and Contracts, at (352) 754-4020 or email at purchasing@hernandocounty.us and copies to Dkafrisen@hernandocounty.us and TParker-Rimes@hernandocounty.us.

SECTION II - SOLICITATION INSTRUCTIONS

1. **DEFINITION OF TERMS:** Where the following terms, or their pronouns, occur herein, the intent and meaning shall be as follows:
 - 1.1. **COUNTY:** The Board of County Commissioners, Hernando County, or its duly authorized representative.
 - 1.2. **OWNER:** Hernando County Board of County Commissioners (County)
 - 1.3. **BIDDER:** The term "Bidder" used herein refers to the dealer/manufacturer or business organization submitting a bid to the County in response to this solicitation.
 - 1.4. **CONTRACT:** The agreement executed by the Owner and Vendor/Contractor for the performance of work and the other documents (plans, specifications, notice to Bidders, proposal, surety bonds, addenda and other documents) whether attached thereto or not.
 - 1.5. **VENDOR/CONTRACTOR:** The Bidder awarded a Contract by the County for the furnishing of goods or services.

2. **AVAILABILITY OF BIDDING DOCUMENTS:**
 - 2.1. Interested firms may secure bid documents, plans, drawings, site locations, and other pertinent information by visiting the website of www.floridabidsystem.com. For additional information please contact the Hernando County Board of County Commissioners, Purchasing and Contracts Department at (352) 754-4020 or by calling Bid Net at (800) 835-4603.

3. **PREPARATION OF BID:** To insure acceptance of your bid, please follow these instructions:
 - 3.1. Interested firms are to submit two (2) original bid responses. All bid sheets including this form must be executed and submitted in a sealed envelope. (Do not include more than one bid response per envelope). The face of the envelope shall contain, in addition to the address, the date, time of the bid opening and the bid number and title. All bids are subject to the conditions specified herein. Those, which do not comply with these conditions, may be declared non-responsive and subject to rejection.

Submit bids to:
Hernando County Purchasing and Contracts
20 N. Main St., Rm. 365
Brooksville, Florida 34601-2800
BID NUMBER (ITB NO. 18-TF0049/DK)
 - 3.2. The responsibility for delivering the bid to the County on or before the stated time and date will be solely and strictly the responsibility of the Bidder. The County will be in no way responsible for delays caused by the U.S. Postal Services, any courier system, or any other occurrence.
 - 3.3. Bids must be typed or printed in ink. All corrections made by the Bidder prior to the opening must be initialed and dated by the Bidder. No changes or corrections will be allowed after bid opening.
 - 3.4. Bids must contain a manual signature of an authorized representative of the company. Telegraphic or facsimile bids will not be accepted.
 - 3.5. It is the Bidder's responsibility to assure that the bid is delivered at the proper time and location. Bids, which are received after the bid opening time, will be returned unopened to the Bidder.
 - 3.6. Bidders are expected to make all investigations necessary to thoroughly inform themselves

regarding all drawings, specifications, delivery requirements, performance requirements, site locations and all solicitation instruction to satisfy themselves of conditions affecting submission of their bid and the terms and cost of performing the Contract. No pleas of ignorance by the Bidder of conditions that exist or may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the Contract documents, will be accepted as a basis of varying the requirements of the County or the compensation of the Bidder. Bidder agrees that submittal of a bid for the work is prima facie evidence he (they) have conducted such examinations.

- 3.7. No material, labor, or facilities will be furnished by the County unless specifically stated.
- 3.8. Blank spaces in the bid must be properly filled in and the phraseology of the bid must not be changed. Additions must not be made to items mentioned therein and any unauthorized conditions, limiting any provision, attached to a bid shall render irregular and may cause the response to be found non-response and subject to rejection.
- 3.9. No responsibility shall attach to Hernando County, the Clerk of Circuit Court, or any official or employee thereof, for the pre-opening of, post opening of, or failure to open, a bid not properly addressed and identified.

4. **TIMETABLE:**

Date of Distribution:	<u>MAY 30, 2018</u>
Mandatory Pre-Bid:	<u>N/A</u>
Last Date of Inquiries:	<u>JUNE 15, 2018 AT 5:00 P.M.</u>
Bids Due:	<u>JUNE 27, 2018 AT 3:00 P.M.</u>

5. **MANDATORY PRE-BID CONFERENCE:** N/A

6. **BID OPENING:** Bids that are not received in a timely manner by this specific office will not be accepted. Bids will be opened immediately after this date and time, and will remain binding upon the bidder for a period of 90 days thereafter. Pursuant to Florida Statutes 119.071 (current edition) sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, or final replies whichever is earlier.

7. **QUESTIONS REGARDING SPECIFICATIONS OR BIDDING PROCESS:** To ensure fair consideration for all Bidders, the County prohibits communication to or with any department, division or employee during the bid process, except as provided below:

- 7.1. All questions relative to interpretation of the specifications or the bid process shall be addressed in writing as indicated below, in ample time prior to the period set for submittal and opening of the bids.
- 7.2. Any interpretation or clarification made to prospective bidders will be expressed in the form of an addendum to the specifications which, if issued will be posted on the www.floridabidsystem.com. Oral answers will not be authoritative.
- 7.3. It will be the responsibility of the bidder to visit www.floridabidsystem.com to insure they are aware of all addenda issued for this solicitation.
- 7.4. Questions must be submitted via e-mail to purchasing@hernandocounty.us or faxed to (352) 754-4199. Questions will only be accepted through the period specified in the bid documents.
- 7.5. All addenda must be acknowledged by signing and submitted with the bid. Failure to acknowledge any addenda may render the Vendor/Contractor's bid as non-responsive and subject to rejection.

8. **COMMUNICATION:** There shall be no communication between the Vendor/Contractor, their employees or Subcontractors and County employees and elected officials (hereafter referred to as "County Representative"), except through the Purchasing and Contracts Department. Any attempt to communicate with any County Representative outside the Purchasing and Contracts Department will be considered a violation of the Purchasing Policy and may result in the rejection of your bid.
9. **WITHDRAWAL OF BIDS:** Bids may be withdrawn by written request received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened. Faxed or electronically mailed withdrawals will not be recognized.
10. **BID PROTESTS:** Any Bidder who protests the bid specifications or Award or Intent to Award, must file with the County a notice of protest and formal written protest in compliance with Chapter 28-110, Florida Administrative Code, and applicable provisions in Section 120.57, F.S. (current edition). Failure to timely file such documents will constitute a waiver of proceedings under Chapter 120, F.S. (current edition).

SECTION III - GENERAL CONDITIONS

11. CONTRACT PERIOD:

- 11.1. The Contract resulting from this solicitation shall be a term Contract for the time period specified herein. During the specified time period, the County may order services/supplies as the requirements generate and the Vendor/Contractor will deliver the services/supplies ordered. It is understood that the County is not obligated to purchase any specific amount of services/supplies under this agreement.
- 11.2. The period of the Contract shall extend for thirty-six (36) months effective from upon award.
- 11.3. The Contract may be extended, by mutual agreement, for two (2) additional twelve (12) month periods up to a cumulative total of sixty (60) months. The County will notify the Vendor/Contractor, in writing, no later than thirty (30) days prior to expiration of the Contract as to its desire for extension. Any request by the Vendor/Contractor for consideration of a price adjustment must be made to the County at the time of renewal, and must only be based on increased costs to the Vendor/Contractor. Documentation of these increases must be furnished to the County upon request. Any upward price adjustment 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.
- 11.4. Either party may cancel this Contract, in whole or in part, by giving ninety (90) days prior notice in writing. However, the Vendor/Contractor shall not be authorized to exercise this cancellation option during the first one-hundred eighty (180) days of the Contract. The number of days within which, or the dates by which, the work is to be substantially completed and ready for final payment are set forth in the Agreement.

12. BID PRICE/SUBMITTAL REQUIREMENTS:

- 12.1. The prices bid shall remain firm during the period of the Contract. The prices bid shall be inclusive of all labor, equipment, and materials as specified within this solicitation. The price bid constitutes the total compensation payable to the Vendor/Contractor for performing the work.
- 12.2. Unless otherwise stated, the prices bid shall include all costs of packing, transporting, delivery, and services to the designated point within Hernando County.
- 12.3. The Bidder hereby certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, services, or equipment and is in all respects fair and without collusion or fraud. Further, the Bidder



hereby agrees to abide by all terms and conditions of this bid and certifies that the person executing the bid form is authorized to sign this bid for the Bidder.

- 12.4. Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- 12.5. The Bidder warrants that the prices of the items set forth herein do not exceed those charged by the Bidder under a Contract with the State of Florida or any of its agencies.
- 12.6. Bidder must submit the solicitation document in its entirety, including the Solicitation-Offer-Award cover sheet, bid specifications, Bid Form and all required Forms/Certifications. Failure to submit these forms may render the bid non-responsive.

13. QUALIFICATION OF BIDDERS:

- 13.1. This bid shall be awarded to a responsive, responsible bidder, qualified by experience to provide the work specified. The Bidder will submit the following information with his bid:
 - 13.1.1. List and brief description of similar work (size and scope) for at least three (3) references of firms, and/or governmental agencies/entities satisfactorily completed with location, dates of Contract, names, addresses, telephone numbers and email addresses of owners by completing the reference sheets attached is Section VII. These references must be for work performed within the past three (3) years.
 - 13.1.2. Failure to submit this information may be cause for rejection of your bid.

14. BID EVALUATION AND AWARD:

- 14.1. Bid evaluation will be based on price, conformance with specifications and the Bidder's ability to perform the Contract in accordance with the terms and conditions required. Bidders must submit all data necessary to evaluate and determine the quality of the item(s) and/or services they are bidding.
- 14.2. The County reserves the right to make multiple awards to the lowest, responsive and responsible Bidders based on group or the unit item price, whichever is the most advantageous to the County. However, the County reserves the right to reject any and all bids in accordance with the Hernando County Procurement Ordinance.
- 14.3. It is the intent of this bid to award projects to the three (3) lowest, responsive and responsible bidders, utilizing their services on a rotational and as-needed basis.
- 14.4. If two (2) or more fully responsive, responsible bids are received for the same total amount or unit price, quality and service being equal, the County reserves the right to award the Contract to the Bidder whose place of business is located within the boundaries of Hernando County, Florida. Should tie bids, as described above, be received from either two (2) or more Hernando County Bidders or from non-local Bidders when no Hernando County Bidder has submitted a tie bid, then the Board of County Commissioners shall award the Contract to one (1) Vendor/Contractor by drawing lots in a public meeting.
- 14.5. The County shall be the sole judge as to the relative merits of the bids received.
- 14.6. If a separate written Contract is not required by the County; a written letter of award, mailed or otherwise furnished to the successful Bidder, shall result in a binding Contract without further action by either party.

14.7. Discounts for payments within less than twenty (20) days will not be considered in evaluation of bids, however, offered discounts will be taken for less than twenty (20) days if payment is made within the discount period.

15. **LOCAL PREFERENCE:** N/A

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

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

18. **DELIVERY AND ACCEPTANCE:**

18.1. The County will order services by issuance of a Hernando County numbered Purchase Order. Each order will specify the scope of work, location and date(s) for service required.

18.2. Receipt of services/supplies shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after thorough inspection indicates that the services/supplies delivered meet bid specifications and conditions. Should the services/supplies differ in any respect from the specifications, payment will be withheld until such time as the Vendor/Contractor takes necessary 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.

18.3. Unless otherwise specified, services shall be performed as described in these Contract documents.

18.4. Vendor/Contractor(s) shall not commence work prior to the County's receipt and acceptance of the Certification of Insurance, and any other required documents/certificates as specified by these Contract documents.

19. **REJECTION OF BID:** The County reserves the right to reject any and all bids. Bids which are incomplete, unbalanced, conditional, obscure or which contain additions not required, or irregularities of any kind, or which do not comply with every aspect of this solicitation, may be rejected at the option of the County.

20. **MINOR INFORMALITIES AND IRREGULARITIES:** Hernando County has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a Bidder with the bid for Hernando County to properly evaluate the bid, Hernando County has the right to require such additional information as it may deem necessary after the time set for receipt of bids, provided that the information requested does not change the price, quality, quantity, delivery or performance time of the services being procured. The Board of County Commissioners reserves the right to reject any or all bids in whole or in part; to award by any item, group(s) of items or in the aggregate whichever is most advantageous to the County.

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

22. **NON-PERFORMANCE:**

- 22.1. Time is of the essence in this Contract and failure to deliver the services specified within the time period required shall be considered a default.
- 22.2. 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.
23. **ASSIGNMENT:** The successful Bidder is required to perform this Contract and may not assign, transfer, convey, sublet or otherwise dispose of any award or any or all of its rights, title, or interest therein, or the resulting contractual agreement in whole or in part without prior written authorization given at the sole discretion of Hernando County.
24. **PUBLIC ENTITY CRIMES:** Any person submitting a bid or proposal in response to this invitation certifies that they are aware of, and in compliance with, all requirements under Section 287.133, Florida Statutes (current edition), on Public Entity Crimes. Bidders must complete and return with bid the Sworn Statement to Public Entity Crimes attached in these bid documents.
25. **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.
26. **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. County of Hernando is exempt from Federal Excise Taxes and all Sales Taxes.
27. **TAXES:**
- 27.1. The Board of County Commissioners, Hernando County, Florida, has the following tax exemption certificates assigned:
- Florida Sales & Use Tax Exemption Certificate No. 85-8012556945C-8, effective 1/31/14 – expiring on 1/31/2019.
- 27.2. This exemption does not apply to purchases of tangible personal property made by Vendor/Contractor(s) who use the tangible personal property in the performance of contracts for improvements of County owned real property (Chapters 192 and 212, F.S. (current edition) and applicable rules of the Department of Revenue).
28. **MANUFACTURERS' NAME AND APPROVED EQUIVALENTS:** When manufacturers' names, trade names, brand names, information and/or catalog number listed in a specification are for information and not intended to limit competition. It is for the purpose of item identification and to establish standards for quality; style and features. Bids on equivalent items will be considered unless items are noted as no substitutes. The Bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specifications for any item(s). If Bids are based on equivalent products, indicate on the Bid Form the manufacturers' name and catalog number. Bidder shall submit with his bid, cuts, sketches, and descriptive literature and/or specifications. The Bidder should also explain in detail the reasons(s) why and submit proof that the proposed equivalent will meet the specifications and not be considered an exception thereto. Hernando County Board of County Commissioners reserves the right to be the sole judge of what is equal and acceptable. Bids which do not comply with these requirements may be found non-responsive and

subject to rejection. If Bidder fails to name a substitute, it will be assumed that he is bidding on, and will be required to furnish goods identical to the bid standard as specified.

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

30. TERMINATION:

30.1. Termination for Default:

30.1.1. 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:

30.1.1.1. Provide products or services that comply with the specifications herein or fails to meet the County's performance standards.

30.1.1.2. Deliver the supplies or to perform the services within the time specified in this Contract or any extension.

30.1.1.3. Make progress so as to endanger performance of this Contract.

30.1.1.4. Perform any of the other provisions of this Contract.

30.1.2. 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. Such termination may also result in suspension or debarment of the Vendor/Contractor 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.

30.1.3. 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:

30.1.3.1. Stop work on the date and to the extent specified.

30.1.3.2. Terminate and settle all orders and Subcontracts relating to the performance of the terminated work.

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, Florida Statutes, Consultant/Firm shall comply with the Florida Public Records' laws and shall:

- 36.1. Keep and maintain records that ordinarily and necessarily would be required by the public agency in order to perform the service;
- 36.2. 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., or as otherwise provided by law.
- 36.3. 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,
- 36.4. 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.
- 36.5. 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.

IF THE 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 20 N. MAIN STREET, ROOM 365, BROOKSVILLE, FLORIDA 34601.

37. PAYMENT:

- 37.1. Payment for services received will be accomplished by submission of an invoice, in duplicate, with purchase order number referenced thereon at the completion of each specified job. Said invoice(s) shall be submitted to:

HERNANDO COUNTY FACILITIES MAINTENANCE DEPARTMENT
1525 EAST JEFFERSON ST.,
BROOKSVILLE, FLORIDA 34601
OR REQUESTING DEPARTMENT

- 37.2. Each invoice shall give a detailed breakdown of the services provided.
- 37.3. The Vendor/Contractor may invoice the County after each work order is complete. Invoice shall reference, and be based upon the Quantity Report received after project completion.
- 37.4. Payment will be made in no less than thirty (30) days **after receipt of the invoice by the Finance Department of Hernando County**. Terms not within Hernando County's payment period are not acceptable and may be cause for rejection.
- 37.5. **Payment to Vendor/Contractor by Electronic Payment Solution:** ACH (Direct Deposit): If the Vendor/Contractor is enrolled in the County's ACH electronic payment solution, all payments will be made using the direct deposit which may or may not include a pre-note transaction. The Vendor/Contractor's bank account information will remain confidential to the extent provided by law

and necessary to make direct deposit payments. Once the County has approved payment, an electronic remittance advice will be sent to the Vendor/Contractor via e-mail.

38. CONFLICT OF INTEREST:

- 38.1. Conflict of Interest of Officers or Employees of the Contracting Entity/Local Jurisdiction, Members of the Local Governing Body, or Other Elected Officials: No member or employee of the contracting entity/local jurisdiction or its designees or agents; no member of the governing body; and no other public official of Hernando County who exercises any function or responsibility with respect to this Contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any Contract or Subcontract, or the proceeds thereof, for work to be performed. Further, the Vendor/Contractor shall cause to be incorporated in all Subcontracts, the language set forth in this paragraph prohibiting conflict of interest.
- 38.2. Employee Conflict of Interest: It shall be unethical for any Hernando County employee to participate directly or indirectly in a procurement Contract when Hernando County employee knows that:
- 38.2.1. Hernando County employee or any member of Hernando County employee's immediate family has a financial interest in the procurement contract; or
- 38.2.2. 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
- 38.2.3. 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.
- 38.3. Former Employee Conflict of Interest: It shall be a violation for any person, business or organization contracting with County to employ in any capacity, any former County employee or member of County employee's immediate family within one 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.

39. GRATUITIES AND KICKBACKS:

- 39.1. Gratuities: It shall be unethical for any person to offer, give, or agree to give any Hernando County employee or former Hernando County employee, or for any Hernando County employee or former Hernando County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory 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 Subcontract, or to any solicitation or proposal therefore.
- 39.2. Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Subcontractor under a Contract to the prime Contractor or higher tier Subcontractor or any person associated therewith, as an inducement for the award of a Subcontract or order.

40. E-VERIFY:

- 40.1. Vendor/Contractor is advised that the County has entered into an agreement with U.S. Immigration and Customs Enforcement (ICE) wherein the County will, in part, seek to promote the principles of

ethical business conduct, prevent the knowing hiring of unauthorized workers through self-governance, and encourage voluntary reporting of the discovery of unauthorized workers to ICE (the IMAGE Agreement). Accordingly, by submitting your bid, Vendor/Contractor represents and warrants (a) that the Vendor/Contractor is in compliance with all applicable federal, state and local laws, including, but not limited to, the laws related to the requirement of an employer to verify an employee's eligibility to work in the United States, (b) that all of the Vendor/Contractor employees are legally eligible to work in the United States, and (c) that the Vendor/Contractor has actively and affirmatively verified such eligibility utilizing the Federal Government's Employment Verification Eligibility Form (I-9 Form).

- 40.2.** A mere allegation of Vendor/Contractor's intent to use and/or current use of unauthorized workers may not be a basis to delay the County's award of a Contract to the Vendor/Contractor unless such an allegation has been determined to be factual by ICE pursuant to an investigation conducted by ICE prior to the date the Contract is scheduled to be awarded by the County.
- 40.3.** Legitimate claims of the Vendor/Contractor's use of unauthorized workers must be reported to both of the following agencies:
- 40.3.1.** The County's Purchasing and Contracts Department at (352) 754-4020: and
- 40.3.2.** ICE (Immigration and Customs Enforcement) at 1-866-DHS-2-ICE
- 40.4.** In the event it is discovered that the Vendor/Contractor's employees are not legally eligible to work in the United States, then 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.
- 40.5.** Vendor/Contractor is encouraged (but not required) to incorporate the following IMAGE Best Practices into its business and, when practicable, incorporate verification requirements into its agreements with Subcontractors:
- 40.5.1.** Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.
- 40.5.2.** 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.
- 40.5.3.** Establish a written hiring and employment eligibility verification policy.
- 40.5.4.** 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.
- 40.5.5.** 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.
- 40.5.6.** 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.
- 40.5.7.** Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process.

- 40.5.8. Establish a program to assess Subcontractors' compliance with employment eligibility verification requirements. Encourage Vendor/Contractors to incorporate the IMAGE Best Practices contained in this Article and, when practicable, incorporate the verification requirements in Subcontractor agreements.
- 40.5.9. 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.
- 40.5.10. 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.
- 40.5.11. 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.
- 40.5.12. Maintain copies of any documents accepted as proof of identify and/or employment authorization for all new hires.

41. INSURANCE REQUIREMENTS:

41.1. INDEMNITY, SAFETY AND INSURANCE PROVISIONS:

41.1.1. **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.

41.1.2. PROTECTION OF PERSONS AND PROPERTY:

41.1.2.1. The Vendor/Contractor will take all reasonable precautions for, and will be responsible for initiating, maintaining and supervising all programs relating to the safety of all persons and property affected by, or involved in, the performance of his operations under this Contract.

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

41.2. **MINIMUM INSURANCE REQUIREMENTS:** Vendor/Contractor shall procure, pay for and maintain at least the following insurance coverage and limits. Said insurance shall be evidenced by delivery to the County of a certificate(s) of insurance executed by the insurers listing coverage and limits, expiration dates and terms of policies and all endorsements whether or not required by the County,

and listing all carriers issuing said policies. The insurance requirements shall remain in effect throughout the term of this Contract.

41.2.1. WORKERS' COMPENSATION: As required by law:

STATE.....Statutory
 APPLICABLE FEDERAL.....Statutory
 EMPLOYER'S LIABILITY.....Minimum : \$100,000 each accident
 \$100,000 by employee
 \$500,000 policy limit

Exemption per Florida Statute 440: If a Vendor/Contractor has less than three (3) employees and states that they are exempt per Florida Statute 440, they must provide an exemption certificate from the State of Florida. Otherwise, they will be required to purchase Workers' Compensation Insurance and provide a copy of Workers Compensation Insurance. <http://www.myfloridacfo.com/wc/exemption.html>

41.2.2. 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.

COVERAGE AS FOLLOWS:

EACH OCCURRENCE.....\$1,000,000
 GENERAL AGGREGATE.....\$2,000,000
 PERSONAL/ADVERTISING INJURY.....\$1,000,000
 PRODUCTS-COMPLETED OPERATIONS AGGREGATE....\$2,000,000

Per Project Aggregate (if applicable)

ALSO, include in General Liability coverage for the following areas based on limits of policy, with minimum of:

FIRE DAMAGE (Any one (1) fire).....\$50,000
 MEDICAL EXPENSE (Any one (1) person).....\$5,000

41.2.3. 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.

41.2.4. 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.

41.2.5. 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:

COMBINED SINGLE LIMIT (CSL).....	\$1,000,000
BODILY INJURY (Per Person).....	\$1,000,000
BODILY INJURY (Per Accident).....	\$1,000,000
PROPERTY DAMAGE.....	\$1,000,000

41.2.6. Not-Required YAW (initials)
PLEASE NOTE: If box is not checked and initialed by Chief Procurement Officer, the specified insurance below is required.

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 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 \$1,000,000.00.

41.2.7. Not-Required YAW (initials)
PLEASE NOTE: If box is not checked and initialed by Chief Procurement Officer, the specified insurance below is required.

BUILDERS RISK INSURANCE: Combined single limit must equal value of the construction, per project aggregate.

The policy shall cover portions of the work in transit, property scaffolding, false work and temporary buildings located at the site. The policy must cover the cost of removing debris, including demolition as may be made legally necessary by the operation of any law, Ordinance or regulation.

The insurance required herein must be on an all risk form and must be written to cover all risks of physical loss or damage to the insured party and must insure at least against the perils of fire and extended coverage, theft, vandalism, malicious mischief, collapse, lightning, earthquake, flood, water damage and windstorm.

If there are any deductibles applicable to the insurance required herein, Vendor/Contractor must pay any part of any loss not covered because of the operation of such deductibles.

The insurance as required herein must be maintained in effect until the earliest of the following date:

- 41.2.7.1. Date which all persons and organization that are insured under the policy agree in writing that it must be terminated;
- 41.2.7.2. Date on which final payment of this Contract has been made by County to Vendor/Contractor; or

41.2.7.3. Date on which the insurable interests in the property of all insured other the County have ceased.

41.2.7.4. Wind coverage to be included with a minimum deductible to be determined based on the project. Deductible will be a percentage based upon the total insured value.

41.2.8. Not-Required JSW (initials)
PLEASE NOTE: If box is not checked and initialed by Chief Procurement Officer, the specified insurance below is required.

CRIME PREVENTION – BOND: Vendor/Contractor shall procure a fiduciary bond in the amount of \$100,000 covering loss or theft by Vendor/Contractor, its agents, or employees, and shall procure insurance in the amount of \$10,000 covering loss or theft by non-employees such as by burglary or robbery for any funds or negotiable instruments under the custody or care of Vendor/Contractor that would insure to the benefit of the County.

41.2.9. Not-Required JSW (initials)
PLEASE NOTE: If box is not checked and initialed by Chief Procurement Officer, the specified insurance below is required.

EXCESS/UMBRELLA LIABILITY: Vendor/Contractor shall provide proof of excess/umbrella liability coverage with minimum limits of \$1,000,000. Limits can be increased, based on Contract.

41.2.10. **SUBCONTRACTORS (if applicable):** All Subcontractors hired by said Contractor is 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.

41.2.11. **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 to its poor financial condition or failure to operating legally.

41.3. Each insurance policy shall include the following conditions by endorsement to the policy:

41.4. 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 notice that coverage no longer complies with the insurance requirements herein, **Vendor/Contractor agrees to notify the County by fax within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance.** The Certificate Holder shall read:

Hernando County Board of County Commissioners
ATTN: Purchasing and Contracts Department
1653 Blaise Dr.

Brooksville, Florida 34601

- 41.4.1. Companies issuing the insurance policy, or policies, shall have no recourse against the County for payment of premiums or assessments for any deductibles as all are the sole responsibility and risk of Vendor/Contractor.
- 41.4.2. 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.
- 41.4.3. 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.
- 41.5. The Vendor/Contractor shall be required to provide a current certificate of insurance to the County prior to commencement of services.
- 41.6. 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.
- 41.7. 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 the Vendor/Contractor's obligation to maintain such insurance.

42. MINIMUM WAGE RATES:

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

43. SAFETY PRE-CAUTIONS:

- 43.1. 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.
- 43.2. All equipment shall be equipped with all necessary safety equipment to satisfy all applicable Florida Department of Transportation and OSHA requirements.

44. **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-responsive. The County reserves the right to determine which responses meet the requirements of this solicitation, and which Bidders are responsive and responsible.

The County reserves the 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. Ignorance of legal requirements on the part of the Bidder will in no way relieve responsibility.

- 45. CONE OF SILENCE:** This solicitation falls under the Hernando County Procurement Ordinance 93-16. After a bid is opened or a short list is established for an Invitation to Bid, Request for Qualification, or Request for Proposal, a Vendor/Contractor or representative as defined in the Ordinance, may not seek information or clarification or in any way contact any official or employee of the County concerning this solicitation with the exception of the Chief Procurement Officer, County Attorney, or an individual specifically designated in this document for dissemination of information. A copy of any written communication concerning this solicitation shall be filed with the Purchasing and Contracts Department and shall be made available to the public upon request. A violation of the "Cone of Silence" renders any award voidable at the sole discretion of the Chief Procurement Officer with approval from the Board of County Commissioners and may subject the potential Vendor/Contractor or representative to debarment. Nothing in the Ordinance prevents a Vendor/Contractor or representative from taking part in a public meeting concerning the solicitation.
- 45.1.** All Vendors/Contractors or representatives are hereby placed on formal notice. A lobbying "Cone of Silence" period shall commence upon issuance of the solicitation until the Board selects the successful Bidder. For procurements that do not require Board approval, the "Cone of Silence" period commences upon solicitation issuance and concludes upon Contract award.
- 45.2.** Neither the members of the Board of County Commissioners nor candidates for County Commission, nor any employees from the Hernando County Government, Hernando County staff members, nor any members of the evaluation team are to be lobbied, either individually or collectively, concerning this project. Vendors/Contractors or representatives who intend to submit bids, or have submitted bids, for this project are hereby placed on formal notice that they are not to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County. Any such lobbying activities may cause immediate disqualification from this project.
- 46. CLAIMS:**
- 46.1.** Chief Procurement Officer's Decision Required: All claims, except those waived, shall be referred to the Chief Procurement Officer for decision.
- 46.2.** Notice: Written notice stating the general nature of each claim shall be delivered by the claimant to the Chief Procurement Officer and the other party to the Contract promptly (but in no event later than thirty (30) days) after the start of the event giving rise thereto. The responsibility to substantiate a claim shall rest with the party making the claim. Notice of the amount or extent of the claim, with supporting data, shall be delivered to the Chief Procurement Officer and the other party to the Contract within sixty (60) days after the start of such event (unless the Chief Procurement Officer allows additional time for claimant to submit additional or more accurate data in support of such claim). A claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 11.3. A claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 11.1. 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).

- 46.3. Chief Procurement Officer's Action: Chief Procurement Officer will review each claim and, within thirty (30) days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
- 46.3.1. deny the claim in whole or in part,
 - 46.3.2. approve the claim, or
 - 46.3.3. 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.
- 46.4. In the event that Chief Procurement Officer does not take action on a claim within said thirty (30) days, the claim shall be deemed denied.
- 46.5. Chief Procurement Officer's written action or denial will be final and binding upon Owner and Vendor/Contractor, unless Owner or Vendor/Contractor invoke the dispute resolution procedure set forth in Paragraph 47 within thirty (30) days of such action or denial.

47. DISPUTE RESOLUTION:

- 47.1. Owner and Vendor/Contractor may mutually request mediation of any claim submitted to the Owner for a decision before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the effective date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association. Timely submission of the request shall stay the effect.
- 47.2. Owner and Vendor/Contractor shall participate in the mediation process in good faith. The process shall be concluded within sixty (60) days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- 47.3. If the claim is not resolved by mediation, Chief Procurement Officer's action or denial pursuant to Paragraph 46.3.3 shall become final and binding thirty (30) days after termination of the mediation unless, within that time period, Owner or Vendor/Contractor:
- 47.3.1. agrees with the other party to submit the claim to another dispute resolution process, or
 - 47.3.2. gives written notice to the other party of their intent to submit the claim to a court of competent jurisdiction.

SECTION IV - SPECIAL CONDITIONS

48. LICENSES AND PERMITS:

- 48.1. 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 his/her designee.
- 48.2. 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 proper licensing, certification and registration may be grounds for rejection of the bid.
- 48.3. Upon notification, Bidder shall provide copies of all applicable licenses.



49. **F.O.B. POINT:** The F.O.B. point shall be installed at the location(s) specified herein. Bids showing other than F.O.B. Destination will not be accepted. The bid shall include all costs of packaging, transporting, delivery and unloading (THIS INCLUDES INSIDE DELIVERY IF REQUESTED) to designated point within the County.

50. **PERFORMANCE:**

50.1. Timely performance is of the essence in the award of this Invitation for Bids. Performance shall be no later than twenty-four (24) hours for non-emergency repairs and four (4) hours for emergency repairs from receipt of the notification. Bids which fail to meet this requirement shall be rejected.

50.2. Failure of the awarded Vendor/Contractor to meet this performance requirement may result in default, immediate cancellation of the Purchase Order or Contract, and all other applicable remedies available to the County under state law.

50.3. It is hereby understood and mutually agreed to by and between parties hereto that the time of performance is an essential condition of this Contract.

50.4. If said Vendor/Contractor shall neglect, fail or refuse to provide the services within the time herein specified, then said Vendor/Contractor does hereby agree as part of the consideration for the awarding of this 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 Invitation for bid is completed.

50.5. The Vendor/Contractor shall, within two (2) hours from the beginning of such delay, notify the Hernando County Project Manager of the cause(s) of the delay.

51. **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 Contract, 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, the sum of \$100.00 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.

52. **AS SPECIFIED:** All items delivered must meet the specifications herein. Items delivered not as specified will be returned at no expense to the County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards. Replacement items meeting specifications must be submitted within a reasonable time after rejection of the non-conforming items.

53. **CODES AND REGULATIONS:** The awarded Vendor/Contractor must strictly comply with all federal, state and local building and safety codes.

54. **EQUIPMENT/SERVICE:**

54.1. All equipment must be new, or current manufacturer in production at the time of bid opening and carry standard warranties. The awarded Vendor/Contractor must service all equipment prior to delivery.

55. **WARRANTY:** The awarded Vendor/Contractor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a period of twelve (12) months from date of delivery/acceptance

by Hernando County. Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above 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.

56. **MANUALS:** The following manuals, in the quantities indicated, shall be delivered with each piece of equipment. The cost of these manuals shall be included in the unit price.

- 56.1. Operation Manual 2 copies
- 56.2. Parts Manual 2 copies
- 56.3. Repair Manual 2 copies

57. **PACKAGING/SHIPPING LABELS:** Shipping labels shall be attached to each carton and shall contain the following information: Purchase Order Number, quantity contained in each package and total number of items being delivered.

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

59. **PROTECTION OF PROPERTY/SECURITY:**

59.1. 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.

59.2. 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 his agent.

60. **PRICING:** The maximum dollar limit for each delivery order issued against this term Contract shall be \$35,000. All invoices are subject to County audit and review. In the event such audit or review reveals any inaccuracies in the prices charged to the County or charges which are not within the scope of this Contract, the Vendor/Contractor shall reimburse the County for any overages or out-of-scope charges immediately upon request.

61. **MARKET CONDITIONS:** The County reserves the right to purchase on the open market should lower market prices prevail, at which time the Vendor/Contractor shall have the option of meeting the lower price or relieving the County of any obligation previously understood.

62. **CHANGES - SERVICE CONTRACTS:**

62.1. 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:

- 62.1.1. Description of services to be performed.
- 62.1.2. Time of performance (i.e., hours of the day, days of the week, etc.).
- 62.1.3. Place of performance of the services.

62.2. 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.

62.3. 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 his/her own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

63. **EVALUATION OF OPTIONS:** N/A.

64. **METHOD OF ORDERING:** The County will issue purchase orders against the Contract on an as needed basis for the supplies or services listed on the Bid Form.

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

The current Federal Clauses and Forms are attached as Exhibit A 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.

66. **REQUIREMENTS CONTRACT:** This is a Requirements Contract and the County shall order from the Vendor/Contractor all of the supplies and/or services specified as needed.

67. **ADDITIONAL ITEMS:** The award of the bid shall be based on the fixed price submitted for the items on the Bid Form attached to these Bid Documents. Additional items not on the current Bid Form may be added from time to time. However, the County will obtain quotes from at least three Vendor/Contractors who have already submitted bids and these items will be added to the low responsive and responsible Bidder's Contract.

68. **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.

69. **MATERIAL SAFETY DATA SHEETS:** In accordance with Chapter 442, Florida Statutes (current edition), it is the seller's duty to advise Hernando County if a product is a listed toxic substance and to provide a material safety data sheet (MSDS) at the time of delivery. Vendor/Contractors must comply with this procedure along with the Florida Right-to-Know law (F.S. 442 (current edition)) and the Federal hazard Communications Standards (29CFR 1910.1200) all other applicable laws.

SECTION V: SCOPE AND SPECIFICATIONS

70. **CONFLICTING TERMS WITH SECTION V:** In the event of a conflict between the terms of the Contract (including any and all attachments thereto, excluding Section V, and any amendments thereof) and any of the terms of Section V, the terms of the Contract (including any and all attachments thereto, excluding Section V, and any amendments thereof) shall control.

71. **SCOPE OF WORK:** The Vendor/Contractor will supply all materials, labor, and equipment in order to accomplish HVAC Repairs on Systems up to twenty-five (25) Tons, in Hernando County, Florida.

72. **LOCATION OF THE WORK:** The work to be performed in this Contract will be performed at various locations in Hernando County, Florida.

73. **TECHNICAL SPECIFICATIONS:**

73.1. **GENERAL:**

If Hernando County awards to multiple Vendor/Contractor(s), Hernando County will assign repair projects on a rotating basis. If the Vendor/Contractor is unable to perform the service as requested, the Vendor/Contractor will notify Hernando County and Hernando County will assign the repair project to the next Vendor/Contractor on the rotation.

The successful Vendor/Contractor(s) will perform all work necessary to complete each repair project as assigned. Typical work may include but is not limited to the following:

- HVAC System Repairs
- Remodeling and/or Renovations HVAC
- HVAC Replacement or New Installations
- Etcetera – Other Work as Assigned to Complete Each Repair Service.

73.2. The successful Vendor/Contractor(s) shall provide all necessary mobilization, labor, personnel, materials, supplies, equipment, insurance and necessary services to provide contractor services for HVAC repairs on systems up to twenty-five (25) tons for Hernando County on a Rotation Basis for the lifetime of the Agreement. Failure of the successful Vendor/Contractor(s) to comply with any of the minimum requirements contained in this scope of services may result in termination of the Contract.

73.3. The successful Vendor/Contractor(s) shall perform all types of HVAC services, construction and renovations.

73.4. The successful Vendor/Contractor(s) shall ensure that all aspects of their work are completed in a timely and efficient manner in accordance with all local, state or Federal guidelines.

74. **PROJECT ASSIGNMENT:**

74.1. Hernando County will assign repair projects on a rotating basis. If the Vendor/Contractor is unable to perform the service as requested, the Vendor/Contractor will notify the Hernando County Project Manager and Hernando County will assign the repair project to the next Vendor/Contractor on the rotation.

74.2. Emergency repairs that require project work to commence within four (4) hours will be assigned according to the rotation. If the Vendor/Contractor is unable to perform the service as requested, the Vendor/Contractor will notify the Hernando County Project Manager and Hernando County will assign the repair project to the next Vendor/Contractor on the rotation.

75. **BACKGROUND CHECKS:**

The successful Vendor/Contractor(s) may be required to provide background checks on employees who enter and service the following facility locations.

Old Courthouse
Sheriff's Administration Complex

Hernando County Jail Facilities
Government Center
Emergency Operation Center

At Hernando County's expense, Hernando County may perform background checks on any of the Vendor/Contractor(s) employees at any time when it deems necessary.

76. COSTS:

Repair Service Costs shall include all costs incurred for mobilization, profit, labor, materials, equipment rental, etc.

- 76.1. Vendor/Contractor(s) must log the hours worked for all trades during the project phase. Hernando County reserves the right to review the contractor labor hour logs at any time. Trade labor hour costs may not exceed those recorded on the Bid Form.
- 76.2. The Vendor/Contractor(s) shall disclose any Subcontractors to be utilized for the performance of any portion of the work. Subcontractor costs (labor and materials) shall be listed by Subcontractor name and trade, invoiced material cost, with the percent of markup for Subcontractors as reflected on the Bid Form. Markups are not to exceed fifteen (15) percent of the Subcontractors invoiced amount for labor and materials. Hernando County may at its discretion require the HVAC Vendor/Contractor(s) to submit Subcontractor invoices to verify material amounts and work hours performed by the Subcontractor.
- 76.3. Materials purchased by Vendor/Contractor(s) shall not be marked up to exceed fifteen (15) percent of the invoices from supplier contractor pricing. This percent is reflected as a percent markup on the Bid Form. Hernando County may at its discretion require supplier invoices to verify amounts and quantities for materials supplied under the project.

NOTE: Materials are defined as non-consumables and incidental and miscellaneous, examples non-consumables are; lumber, shingles, masonry, stucco, drywall, paints, carpet and flooring, plumbing and lighting fixtures, electrical wiring and components, HVAC piping, wiring and components, etc.

Consumable, incidental and miscellaneous materials, are defined as; those materials that are consumed in the performance of a trade or profession, or are minor in cost, examples are; cutting/saw blades, tape, brushes, rags, marking devices, screws, nuts/bolts, nails, clips, forming boards, scaffolding, etc.

- 76.4. Rental Costs shall not exceed fifteen (15) percent markup as quoted on the Bid Form. Hernando County may at its discretion require supplier invoices to verify amounts and quantities for rented equipment.
- 76.5. Mobilization/Profit shall be determined as a Percentage of Total Project Costs. This percentage shall not exceed fifteen (15) percent markup and is entered on the Bid Form.
- 76.6. Change Orders may be issued by Hernando County as needed at any time. Vendor/Contractor(s) will be required to submit change order price proposals within twenty-four (24) hours of request.

Change Orders by Vendor/Contractor(s) need to be presented in the same format as required for change orders by Hernando County. CHANGE ORDERS MUST BE SUBMITTED AND APPROVED BY HERNANDO COUNTY REPRESENTATIVE IN WRITING PRIOR TO COMMENCEMENT OF ANY CHANGE ORDER WORK.
- 76.7. The successful Vendor/Contractor(s) shall perform all work in a skillful and workmanlike manner. Upon Hernando County's request in writing, Hernando County may require the successful

Vendor/Contractor to remove any employee from a jobsite that Hernando County deems incompetent or careless.

- 76.8. Hernando County may perform inspections of the work performed by the successful Vendor/Contractor(s). Any inspection performed by Hernando County does not relieve the Vendor/Contractor(s) from any responsibility regarding defects or other failures to meet the requirements within the Contract.
- 76.9. Warranty: The Vendor/Contractor(s) shall provide warranty for one (1) year for all materials, parts, and workmanship under normal usage conditions. Failure to support this warranty requirement as determined by Hernando County shall at the option of Hernando County, result in termination of the Contract.
- 76.10. The Vendor/Contractor(s) shall subcontract as required and comply with statutory requirements regarding payment to Subcontractors.
- 76.11. The Vendor/Contractor(s) shall control all work. At Hernando County's discretion, Hernando County may appoint a Representative or Project Manager to serve as the primary point of contact.
- 76.12. The Vendor/Contractor(s) will subcontract as applicable and comply with statutory requirements regarding payment to Subcontractor(s) and suppliers.
- 76.13. If, in Hernando County's opinion, the Vendor/Contractor(s) has been found to submit excessive pricing for any element of the project assigned which cannot be justified, Hernando County may select an alternate Vendor/Contractor(s) for the work. If the Vendor/Contractor(s) has been found, in the County's opinion, to submit excessive pricing for work elements that cannot adequately be justified on a repeated basis, Hernando County reserves the right to suspend the Vendor/Contractor(s) from the rotation.

77. RESPONSE/RESTORATION TIME:

- 77.1. The Vendor/Contractor agrees to acknowledge all Hernando County-initiated requests for non – emergency estimates or inquiries relating to projects within twenty-four (24) hours of the placement of a message of any electronic device utilized by the Vendor (cell phone, answering machines, fax, etc.).
- 77.2. Work is to commence no later than five (5) days after after receipt of acceptance by Hernando County of Vendor/Contractor estimated project.
- 77.3. The Vendor/Contractor agrees to acknowledge all Hernando County-initiated requests for emergency repairs within two (2) hours of the placement of a message on any electronic device utilized by the Vendor (cell phone, answering machines, fax, etc.).
- 77.4. Emergency Repairs shall commence within four (4) hours of notification of the emergency. Emergency Repairs shall be invoiced by Vendor/Contractor at the amounts and percentages entered on the Bid Form.
- 77.5. At all times Vendor/Contractor must know the status of the project on request.

END OF SECTION V - THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SECTION VI: BID FORM

ITB NO. 18-TF0049/DK – HVAC REPAIRS ON SYSTEMS UP TO TWENTY-FIVE (25) TONS

The Vendor/Contractor shall provide all labor and other resources necessary to provide the supplies, equipment and/or services in strict accordance with the specifications defined in this solicitation for the amounts specified in this Bid Form, inclusive of overhead, profit and any other costs.

PART I – HOURLY RATES BY TRADE

Note: Overtime (OT) is defined as work before 7am and after 5pm and weekend and holidays.

ITEM NO.	DESCRIPTION	ESTIMATED YEARLY HOURS	HOURLY RATE	ESTIMATED OVERTIME YEARLY HOURS	OVERTIME HOURLY RATE	TOTAL YEARLY AMOUNT	TOTAL AMOUNT – TREE (3) YEAR CONTRACT TERM
1	Journeyman Service Mechanic	200	\$62.00	40	\$88.00	\$15,920.00	\$47,760.00
2	Journeyman Duct and Sheet Metal	20	\$45.00	10	\$64.00	\$1,540.00	\$4,620.00
3	Helper/Laborer	50	\$36.00	10	\$51.00	\$2,310.00	\$6,930.00

TOTAL BASE BID FOR THREE (3) YEAR CONTRACT: \$59,310.00

PART II - MARKUP

ITEM NO.	DESCRIPTION	PERCENT – NOT TO EXCEED FIFTEEN (15) PERCENT
1	Profit and Mobilization Cost as a Percent of the Projects Total Cost	17%
2	Contractor's Percent of Markup for Materials (from Contractor Price)	137%
3	Percent Markup for Sub-Contracted Labor and Materials (Materials from Cost)	107%
4	Percent Markup for Rental Equipment Necessary for Service Project	107%

Air Mechanical & Service Corp
Company Name

Thomas Barth
Authorized Signature

SECTION VI: BID FORM (Continued)

ITB NO. 18-TF0049/DK – HVAC REPAIRS ON SYSTEMS UP TO TWENTY-FIVE (25)TONS


PART III – AUTHORIZED WARRANTIES – LIST MANUFACTURERS FOR WHICH YOUR FIRM IS AUTHORIZED TO PERFORM WARRANTY REPAIRS

MANUFACTURER
KMC Controls
ABB
Trane
Carrier
York
Diakin
Process Air

The undersigned Bidder has carefully read the Invitation to Bid and its provisions, terms and conditions covering the equipment, materials, supplies and services as called for, and fully understands the requirements and conditions. Bidder certifies that this bid for the same goods/services (unless otherwise specifically noted), and is in all respects fair and without collusion or fraud. Bidder agrees to be bound by all the terms and conditions of this Invitation to Bid and certifies that the person(s) signing this bid is (are) authorized to bind the Bidder. Bidder agrees that if Bidder is awarded this Invitation to Bid, Bidder will provide the materials and services as stipulated in the specifications of this Invitation to Bid. Bidder further agrees to furnish and to deliver materials and services as indicated, with all transportation charges prepaid, and for the prices quoted.

Air Mechanical & Service Corporation

COMPANY NAME


AUTHORIZED SIGNATURE

4311 West Ida Street

MAILING ADDRESS

Tampa, FL, 33614

CITY, STATE, ZIP CODE

813-363-2449

TELEPHONE NUMBER

813-875-0782

FAX NUMBER

tbarton@amsco-ac.com

EMAIL ADDRESS

Thomas Barton

CONTACT PERSON

Sales Representative

TITLE

Inquiries regarding this Invitation for bid may be directed to Diane Kafriksen, Purchasing Agent, at telephone number 352-754-4020 or email purchasing@hernandocounty.us with copies to Dkafriksen@hernandocounty.us and TParker-Rimes@hernandocounty.us.

IMPORTANT NOTE: When completing your bid, do not attach any forms which may contain terms and conditions that conflict with those listed in the County's bid document(s). Inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your bid being declared non-responsive as these changes will be considered a counteroffer to the County's bid.

SECTION VII - REQUIRED FORMS AND CERTIFICATIONS

ATTACHMENT 1

STATEMENT OF NO BID

If you do not intend to bid on this requirement, please return this form immediately to:

**Hernando County
Purchasing and Contracts Department
1653 Blaise Dr.
Brooksville, FL 34601-2800**

We, the undersigned, have declined to submit a proposal on: _____
_____.

Reason:

- _____ Specifications too tight, geared toward one brand or manufacturer (explain below)
- _____ Insufficient time to respond.
- _____ Specifications unclear (explain below)
- _____ We do not offer this product/services.
- _____ Our present schedule does not permit us to perform.
- _____ Unable to meet specifications or provide services.

Remarks:

We understand that if this Statement of No Bid is not executed and returned, our name may be deleted from the list of qualified Bidders.

COMPANY NAME: _____

ADDRESS: _____

PHONE: _____

SIGNATURE: *Sharon Banks* TITLE: *Sales Executive*

*7B
6-26-18
2:00 P.M.*

SEAL OF HERNANDO COUNTY
OFFICE OF THE COUNTY CLERK
3501 10th Avenue S.E.
Brooksville, Florida 34601



SECTION VII - REQUIRED FORMS AND CERTIFICATIONS

ATTACHMENT 2

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087 (current edition), hereby certify that, (print or type name of firm) Air Mechanical & Service Corporation

- 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 or 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 or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace program.
- "As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".
-

Thomas Bond
Authorized Signature

6-25-18

Date Signed

State of: Florida

County of: Hillsborough

Sworn to and subscribed before me this 25 day of June, 2018

Personally known _____ or Produced Identification _____
(Specify Type of Identification)

[Signature]
Signature of Notary

My Commission Expires: 3/10/2022



VIVIAN ALVAREZ
Commission # GG 191439
Expires March 10, 2022
Bonded Thru Budget Notary Services

This document must be completed and returned with your Submittal.

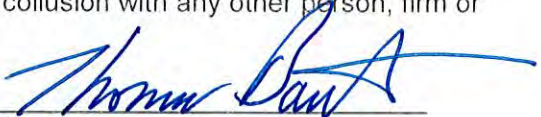
SECTION VII - REQUIRED FORMS AND CERTIFICATIONS

ATTACHMENT 3

AFFIDAVIT OF NON-COLLUSION AND OF NON-INTEREST OF HERNANDO COUNTY EMPLOYEES

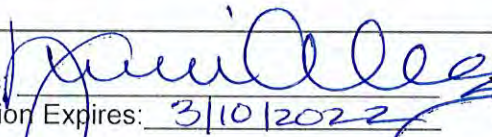
Certification that Vendor/Contractor affirms that the Bid/Proposal presented to the owner is made freely, and without any secret agreement to commit a fraudulent, deceitful, unlawful or wrongful act of collusion.

Thomas Barton, * being first duly sworn, deposes and says that he (it) is 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 BCC 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.


Affiant

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 25 day of June, 2018 by _____, who is personally known to me or who has produced as identification and who did take an oath.

Notary Public 
My Commission Expires: 3/10/2022



VIVIAN ALVAREZ
Commission # GG 191439
Expires March 10, 2022
Bonded Thru Budget Notary Services

*NOTICE: State name of Vendor/Contractor followed by name of authorized individual (and title) that is signing as Affiant. If Vendor/Contractor is an individual, state name of Vendor/Contractor only.

This document must be completed and returned with your Submittal.

SECTION VII - REQUIRED FORMS AND CERTIFICATIONS

ATTACHMENT 4

**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a),
FLORIDA STATUTES (CURRENT EDITION), IN PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC
OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to

_____ County of Hernando _____

by _____ Thomas Barton - Sales Executive _____
[print individual's name and title]

for _____ Air Mechanical & Service Corporation _____
[print name of entity submitting sworn statement]

whose business address is 4311 West Ida St. Tampa, FL 33614

(if applicable) its Federal Employer Identification Number (FEIN) is 59-2158902
(If the entity has no FEIN, include the Social Security Number of the individual signing this
sworn statement) : _____

- 2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes (current edition), 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.
- 3. I understand that "*convicted*" or "*conviction*" as defined in Paragraph 287.133 (1)(b), Florida Statutes (current edition), 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.
- 4. I understand that an "*affiliate*" as defined in Paragraph 287.133 (1)(a), Florida Statutes (current edition), 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 person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

- 5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes (current edition), 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.
- 6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement: [indicate which statement applies]
 - Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 - The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 - The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list [attach a copy of the final order].

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) 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.

Thomas Burt [signature] 6-25-18 [date]

STATE OF FLORIDA

COUNTY OF Hillsborough

PERSONALLY APPEARED BEFORE ME, the undersigned authority

_____ who, after first being
[Name of Individual Signing]
sworn by me, affixed his signature in the space provided above on this

25 day of June

Vivian Alvarez
NOTARY PUBLIC



VIVIAN ALVAREZ
Commission # GG 191439
Expires March 10, 2022
Bonded thru Budget Notary Services

My commission expires: 3/10/2022

This document must be completed and returned with your Submittal.

SECTION VII - REQUIRED FORMS AND CERTIFICATIONS

ATTACHMENT 5

AUTHORIZED SIGNATURES/NEGOTIATORS

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	<u>Thomas Barton</u>	Title	<u>Sales Executive</u>	Phone No.	<u>813-363-2449</u>
	_____		_____		_____
	_____		_____		_____
	_____		_____		_____

Thomas Barton
 (Signature)
Sales Executive
 (Title)

Air Mechanical & Service Corporation
(Name of Business)

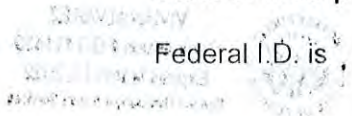
The Vendor/Contractor shall complete and submit the following information with the bid or proposal:

Type of Organization

_____ Sole Proprietorship _____ Partnership

_____ Joint Venture X Corporation

State of Incorporation: Florida



Federal I.D. is 59-2158902

This document must be completed and returned with your Submittal.

SECTION VII - REQUIRED FORMS AND CERTIFICATIONS

ATTACHMENT 6

VENDOR REGISTRATION HERNANDO COUNTY, FL

To be completed by vendor:

Vendor type:

- () Corporation
- () Partnership
- () Sole Proprietorship
- () Other _____(Explain)

Federal Employer Identification

Number or Social Security Number: 59-2158902

Please attach your completed W-9 Form

PAYMENT WILL NOT BE MADE UNTIL A COMPLETED W9 HAS BEEN RECEIVED.

Firm Name: Air Mechanical & Service Corporation

Mailing Address: 4311 West Ida St.

City Tampa State FL Zip 33614

Telephone No. 813-875-0782 Fax No. 813-874-0402

Web Address: amsco-ac.com EMail: tbarton@amsco-ac.com

Commodity or Service Supply: HVAC (Heating, Ventilation, & Air Conditioning)

If remittance address is different from the mailing address so indicate below.

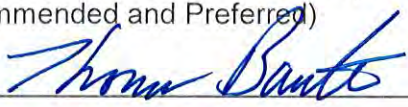
Firm Name: _____

Mailing Address: _____

City _____ State _____ Zip _____

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

- () Please check this box if you accept the ACH electronic payment method.
(Recommended and Preferred)

Signature: 

Name & Title Printed: Thomas Barton - Sales Executive

This document must be completed and returned with your Submittal.

SECTION VII - REQUIRED FORMS AND CERTIFICATIONS

ATTACHMENT 7

E-VERIFY CERTIFICATION

Bid/Contract No: 18-TF0049/DK

Financial Project No(s): _____


Project Description: Time and Materials HVAC Service Cocontract

Vendor/Contractor acknowledges and agrees to the following:

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

1. all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and
2. all persons, including Subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the Contract with the Department.

Company/Firm: Air Mechanical & Service Corporation

Authorized Signature: 

Print Name: Thomas Barton

Title: Sales Executive

Date: 6-25-18

This document must be completed and returned with your Submittal.

SECTION VII - REQUIRED FORMS AND CERTIFICATIONS

ATTACHMENT 8

REFERENCES

Vendor/Contractor shall attest, by signing this bid/proposal, that their firm has at least three (3) years commercial experience performing services similar to the scope of services specified within these Contract documents.

Vendor/Contractor shall submit at least three (3) references of firms, organizations and/or governmental agencies/entities for which services of similar size and scope as this bid have been performed within the last three (3) years. Failure to complete and return this section may render the Bid/Proposal non-responsive.

FIRM NAME AND ADDRESS	CONTACT PERSON	TELEPHONE/FAX NUMBERS
<u>FDOT - District One</u>	<u>Chad Lewis</u>	<u>Cell - 863-689-1358</u>
<u>801 North Broadway Ave</u>	EMAIL ADDRESS	<u>chad.lewis@dot.state.fl.us</u>
<u>Bartow, FL</u>		

Contract Date(s): July 1st 2016 - June 30th 2019

FIRM NAME AND ADDRESS	CONTACT PERSON	TELEPHONE/FAX NUMBERS
<u>Citrus County School Board</u>	<u>Clint Smith</u>	<u>Cell - 352-302-4147</u>
<u>1007 West Main Street</u>	EMAIL ADDRESS	<u>smithe@citrus.k12.fl.us</u>
<u>Inverness, Florida</u>		

Contract Date(s): Year to Year since 2007

FIRM NAME AND ADDRESS	CONTACT PERSON	TELEPHONE/FAX NUMBERS
<u>Citrus County Government - Facilities</u>	<u>Paul Yetton</u>	<u>Cell - 352-400-1052</u>
<u>110 North Apopka Ave</u>	EMAIL ADDRESS	<u>paul.yetton@citrusbocc.com</u>
<u>Inverness, FL</u>		

Contract Date(s): November 4th 2016 - November 3rd 2018

Air Mechanical & Service Corporation
Company Name


Authorized Signature

This document must be completed and returned with your Submittal.

SECTION VII - REQUIRED FORMS AND CERTIFICATIONS

ATTACHMENT 9

ADDENDUM ACKNOWLEDGEMENT

The undersigned acknowledges receipt of the following addenda to the Bid/Request for Proposals (indicate number and date of each):

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

FAILURE TO SUBMIT ACKNOWLEDGEMENT OF ANY ADDENDUM THAT AFFECTS THE PRICING AND/OR SCOPE IS CONSIDERED A MAJOR IRREGULARITY AND MAY BE CAUSE FOR REJECTION OF ANY BID.

Air Mechanical & Service Corporation
Company Name


Authorized Signature

This document must be completed and returned with your Submittal.

SECTION VII - REQUIRED FORMS AND CERTIFICATIONS

ATTACHMENT 10

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Contractor Covered Transactions

- (1) The prospective contractor of the Recipient, Hernando County Govt, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Recipient's contractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

CONTRACTOR:

Air Mechahnical & Service Corp

By Thomas Barton
Signature

Recipient's Name

Thomas Barton - Sales Executive
Name and Title

Division Contract Number

4311 W. Ida St.
Street Address

FEMA Project Number

Tampa, FL 33614
City, State, Zip

6-25-18
Date

Current as of 1-9-17

This document must be completed and returned with your Submittal.

SECTION VII - REQUIRED FORMS AND CERTIFICATIONS

ATTACHMENT 11

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION	
Air Mechanical & Service Corp	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: <input type="text"/>	* First Name: <input type="text" value="Thomas"/> Middle Name: <input type="text"/>
* Last Name: <input type="text" value="Barton"/>	Suffix: <input type="text"/>
* Title: <input type="text" value="Sales Executive"/>	
* SIGNATURE: 	* DATE: <input type="text" value="6-25-18"/>

This document must be completed and returned with your Submittal.

SECTION VII - REQUIRED FORMS AND CERTIFICATIONS
ATTACHMENT 12

DISCLOSURE OF LOBBYING ACTIVITIES		
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352		Approved by OMB 0349-0048
1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. procurement	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee * Name: _____ * Street 1: _____ Street 2: _____ * City: _____ State: _____ Zip: _____ Congressional District, if known: _____		
5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: _____		
6. * Federal Department/Agency: _____		7. * Federal Program Name/Description: _____ <small>CFDA Number, if applicable:</small> _____
8. Federal Action Number, if known: _____		9. Award Amount, if known: \$ _____
10. a. Name and Address of Lobbying Registrant: * First Name: _____ * Last Name: _____ Middle Name: _____ * Lead Name: _____ State: _____ * Street 1: _____ Street 2: _____ * City: _____ State: _____ Zip: _____		
b. Individual Performing Services (including address if different from No. 10a) * First Name: _____ * Last Name: _____ Middle Name: _____ * Lead Name: _____ State: _____ * Street 1: _____ Street 2: _____ * City: _____ State: _____ Zip: _____		
11. Information requested through this form is authorized by the 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the Government when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be made to the Congress immediately and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
* Signature: _____ Name: * First Name: _____ * Last Name: _____ Middle Name: _____ * Lead Name: _____ State: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:		Authorized for Local Reproduction Standard Form - 28 (Rev. 7-97)

This document must be completed and returned with your Submittal.

SECTION VII - REQUIRED FORMS AND CERTIFICATIONS

ATTACHMENT 13

FLORIDA CONFLICT OF INTEREST CERTIFICATION

(date) 6-25-18

Hernando County Purchasing and Contracts
1653 Blaise Drive
Brooksville, FL 34601

The undersigned certifies that to the best of his/her knowledge: **(check only one)**

- There is no officer or employee of Hernando County, FL who has, or whose relative has, a substantial interest in any contract resulting from this request.
- The names of any and all public officers or employees of Hernando County, FL who have, or whose relative has, a substantial interest in any contract resulting from this request, and the nature of the substantial interest, are included below or as an attachment to this certification.

tbarton@amsco-ac.com
(Email address)

4311 West Ida St. Tampa, FL 33614
(Address)


(Signature required)

813-875-0782
(Phone)

Thomas Barton
(Print name)

813-874-0402
(Fax)

Sales Executive
(Print title)

59-2158902
(Federal Taxpayer ID Number)

This document must be completed and returned with your Submittal.

SECTION VIII - EXHIBITS

EXHIBIT A

Should an Emergency/Hurricane or Disaster be declared, the vendor will be provided the most current version of the below Federal Clauses and Forms for review and signature.

**SUPPLEMENTAL FEMA CLAUSES
PROFESSIONAL SERVICES**

1. REMEDIES

Applies to contracts more than the simplified acquisition threshold (\$150,000)

1.1. Opportunity to Cure

1.1.1. Hernando County in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

1.1.2. If Contractor fails to remedy to Hernando County's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from Hernando County setting forth the nature of said breach or default, Hernando County shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Hernando County from also pursuing all available remedies against Contractor and its sureties for said breach or default.

1.2. Waiver of Remedies for any Breach

In the event that Hernando County elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by Hernando County shall not limit Hernando County's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

2. Termination of Contract

Applies to contracts in excess of \$10,000

2.1. Termination for Convenience (Professional Services)

- 2.1.1. The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.
- 2.1.2. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.
- 2.1.3. Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.
- 2.1.4. Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

2.2. Termination for Default

2.2.1. Termination for Default (Professional Services)

- 2.2.1.1. Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.
- 2.2.1.2. The terminating party must provide the breaching party seven (7) days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

2.3. Termination by Owner:

- 2.3.1. The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:
 - 2.3.1.1. Perform the services within the time specified in this contract or by Owner approved extension;
 - 2.3.1.2. Make adequate progress so as to endanger satisfactory performance of the Project;
 - 2.3.1.3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.
- 2.3.2. Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.
- 2.3.3. Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.
- 2.3.4. Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.
- 2.3.5. If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

2.4. Termination by Consultant:

- 2.4.1. The Consultant may terminate this Agreement in whole or in part, if the Owner:
 - 2.4.1.1. Defaults on its obligations under this Agreement;
 - 2.4.1.2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
 - 2.4.1.3. Suspends the Project for more than one hundred eighty (180) days due to reasons beyond the control of the Consultant.
- 2.4.2. Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.
- 2.4.3. In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

3. Compliance with the Contract Work Hours and Safety Standards Act.

This requirement applies to all FEMA grant and cooperative agreement programs.

- 3.1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 3.2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- 3.3. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- 3.4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

4. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387).

4.1. Clean Air Act

- 4.1.1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 4.1.2. The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 4.1.3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

4.2. Federal Water Pollution Control Act

- 4.2.1. The contractor agrees to comply with all applicable standards, orders or regulations issued

pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

4.2.2. The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

4.2.3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

5. **DEBARMENT AND SUSPENSION**

This requirement applies to all FEMA grant and cooperative agreement programs.

- 5.1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 5.2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 5.3. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 5.4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

6. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

This requirement applies to all FEMA grant and cooperative agreement programs.

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

7. **PROCUREMENT OF RECOVERED MATERIALS**

This requirement applies to all FEMA grant and cooperative agreement programs.

- 7.1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
 - 7.1.1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - 7.1.2. Meeting contract performance requirements; or
 - 7.1.3. At a reasonable price.
- 7.2. Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site,

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

8. **ADDITIONAL FEMA REQUIREMENTS:**

The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts.

8.1. **Changes**

8.1.1. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

8.2. **Access to Records**

8.2.1. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

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

8.2.3. The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

9. **DHS SEAL, LOGO, AND FLAGS**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

10. **COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

11. **NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

12. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

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

13.1. Requirement. Hernando County must take all necessary, affirmative steps to assure that small and minority businesses, women's business enterprises, and labor area surplus firms are used when possible. 2 C.F.R. § 200.321(a). *These steps are in addition to full and open competition* and must include, at a minimum, the following six affirmative steps:

13.1.1. Solicitation Lists. Hernando County must place small and minority businesses and women's business enterprises on solicitation lists. 2 C.F.R. § 200.321(b)(1).

- 13.1.2. Solicitations. Hernando County must assure that it solicits small and minority businesses and women's business enterprises whenever they are potential sources. 2 C.F.R. § 200.321(b)(2).
- 13.1.3. Dividing Requirements. Hernando County must divide total requirements, *when economically feasible*, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises. 2 C.F.R. § 200.321(b)(3).
- 13.1.4. Delivery Schedules. Hernando County must establish delivery schedules, *where the requirement permits*, which encourage participation by small and minority businesses and women's business enterprises. 2 C.F.R. § 200.321(b)(4).
- 13.1.5. Obtaining Assistance. Hernando County must use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce. 2 C.F.R. § 200.321(b)(5).
- 13.1.6. Prime Contractor Requirements. Hernando County must require the prime contractor, if subcontracts are anticipated or let, to take the five affirmative steps described above. 2 C.F.R. § 200.321(b)(6).

By signing my name below, I certify that I have read the above information. My signature also certifies my understanding and agreement with the above terms and conditions.



Authorized Signature

6-25-18
Date

Thomas Barton

Name (Printed)