

SOLICITATION - OFFER - AWARD

SOLICITATION NO: 24-T00692/JG	SOLICITATION TITLE: HVAC REPAIRS ON SYSTEMS OVER TWENTY-FIVE (25) TONS	DATE ISSUED: April 17, 2024	CONTRACT NO: 24-T00692/JG
ISSUED BY: <p style="text-align: center;">BOARD OF COUNTY COMMISSIONERS HERNANDO COUNTY, FLORIDA Elizabeth Narverud, Chair Brian Dawkins, Vice Chairman Jerry Campbell, Second Vice Chairman John Allocco Steve Champion</p>		SUBMIT BID OFFER TO: <p style="text-align: center;">HERNANDO COUNTY PROCUREMENT DEPARTMENT 15470 FLIGHT PATH DRIVE BROOKSVILLE, FL 34604 Carla Rossiter-Smith Chief Procurement Officer</p>	

SOLICITATION

SEALED OFFERS, FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT DESCRIBED HEREIN WILL BE RECEIVED AT THE OFFICE OF PROCUREMENT DEPARTMENT, VIA HERNANDO COUNTY'S EPROCUREMENT PORTAL AT: <http://secure.procurenow.com/portal/hernandocounty>, ON **May 20, 2024**. 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 PROCUREMENT DEPARTMENT CONFERENCE ROOM AT **10:00 A.M. May 20, 2024**. PURSUANT TO FS 119.071 (current version), SEALED BIDS, PROPOSALS, OR REPLIES RECEIVED BY AN AGENCY PURSUANT TO A COMPETITIVE SOLICITATION ARE EXEMPT FROM FINAL INSPECTION UNTIL SUCH TIME AS THE AGENCY PROVIDES NOTICE OF AN INTENDED DECISION OR UNTIL THIRTY (30) DAYS AFTER OPENING THE BIDS, PROPOSALS, OR FINAL REPLIES, WHICHEVER IS EARLIER.

ITEM NO.	DESCRIPTION OF SERVICE/SUPPLIES/EQUIPMENT	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	The Vendor/Contractor will supply all materials, labor, and equipment in order to accomplish the HVAC REPAIRS ON SYSTEMS OVER TWENTY-FIVE (25) TONS , as described in the specifications and construction plans showing the proposed improvements in Hernando County, Florida. <small>(SEE ATTACHED SPECIFICATIONS)</small>	X	XXXXXX	XXXXXXXXXX	\$ <u>32,361.00</u>

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 ONE HUNDRED TWENTY (120) 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 Kenyon & Partners, Inc. <small>Company Name</small> 3203 Queen Palm Dr <small>Address</small> Tampa FL 33619 <small>City State Zip Code</small> (813)241-6568 (813)241-6498 bids@kenyonandpartners.com <small>Phone Number Fax Number Email Address</small>	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN BID OFFER: BIDDER'S SIGNATURE Dean Kenyon, President OFFER DATE 05/20/24
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AWARD

(TO BE COMPLETED BY COUNTY)

REVIEWED FOR LEGAL SUFFICIENCY 2/6/2024	LR NO.: 2024 83-1	BY: Melissa Tartaglia
ACCEPTED AS TO ITEM(S) NO:	AMOUNT:	ACCOUNTING CODE:
SUBMIT INVOICES TO: <p style="text-align: center;">Hernando County Facilities 1525 East Jefferson Street Brooksville, FL 34601</p>		NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ACCEPTANCE AND AWARD FOR THE COUNTY: SIGNATURE: _____ AWARD DATE: _____

HVAC REPAIRS ON SYSTEMS OVER TWENTY-FIVE (25) TONS

24-T00692/JG

County of Hernando
15470 Flight Path Drive
Brooksville, FL 34604



County of Hernando

HVAC REPAIRS ON SYSTEMS OVER TWENTY-FIVE (25) TONS

- I. INTRODUCTION.....
- II. SOLICITATION - OFFER - AWARD.....
- III. SOLICITATION
- IV. OFFER
- V. AWARD.....
- VI. INVITATION TO BID
- VII. SOLICITATION INSTRUCTIONS
- VIII. GENERAL CONDITIONS.....
- IX. SCOPE OF WORK AND TECHNICAL SPECIFICATIONS.....
- X. PRICING PROPOSAL.....
- XI. VENDOR QUESTIONNAIRE

Attachments:

B - Holiday Schedule - 2024

1. INTRODUCTION

1.1. Summary

INVITATION TO BID (ITB)
NOTICE IS HEREBY GIVEN THAT THE
BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA,
IS ACCEPTING BIDS FOR:
ITB NO. SOLICITATION # 24-T00692/JG
FOR
HVAC REPAIRS ON SYSTEMS OVER TWENTY-FIVE (25) TONS

The Board of County Commissioners of Hernando County, Florida, ("the County"), is soliciting Vendors/Contractors that are active in HVAC repairs on systems over twenty-five (25) tons. It is the intention of the County to award multiple vendors and assign work orders on a rotating basis.

Offers for furnishing the above will be received and accepted up to 10:00 am, local time, Monday, May 20, 2024, via the Hernando County Procurement Department [eProcurement Portal](#). Only electronic submittals shall be accepted by the County.

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

Interested firms may secure the Bid Documents, plans, drawings, and all other pertinent information by visiting the County's eProcurement Portal. For additional project information, please visit the Hernando County Procurement Department website at www.hernandocounty.us or submit a question via the Q&A Tab in the County's [eProcurement Portal](#).

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

1.2. Background

ISSUED BY:
BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA
Elizabeth Narverud, Chair
Brian Hawkins, Vice Chairman

Jerry Campbell, Second Vice Chairman

John Allocco

Steve Champion

SUBMIT BID OFFER TO:

HERNANDO COUNTY

PROCUREMENT DEPARTMENT

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

Carla Rossiter-Smith

Chief Procurement Officer

1.3. [Contact Information](#)

Fran Hallet

Procurement Coordinator

Email: fhallet@co.hernando.fl.us

Phone: [\(352\) 754-4020](tel:(352)754-4020)

Department:

Facilities Maintenance

Department Head:

Craig Becker

Facilities Maintenance Manager

1.4. [Timeline](#)

Release Project Date	April 17, 2024
Question Submission Deadline	April 29, 2024, 5:00pm

<p>Proposal Submission Deadline</p>	<p>May 20, 2024, 10:00am Join Zoom Meeting https://hernandoclerk.zoom.us/j/92161001651?pwd=a2hqSHA1eG1SZHNhYWNOSUVndWQ0UT09</p> <p>Meeting ID: 921 6100 1651 Passcode: 234224</p> <p>---</p> <p>One tap mobile +13052241968,,92161001651#,,,,*234224# US +16469313860,,92161001651#,,,,*234224# US</p> <p>---</p> <p>Dial by your location</p> <ul style="list-style-type: none">• +1 305 224 1968 US• +1 646 931 3860 US• +1 301 715 8592 US (Washington DC)• +1 309 205 3325 US• +1 312 626 6799 US (Chicago)• +1 646 558 8656 US (New York)• +1 669 444 9171 US• +1 669 900 6833 US (San Jose)• +1 689 278 1000 US• +1 719 359 4580 US• +1 253 205 0468 US• +1 253 215 8782 US (Tacoma)• +1 346 248 7799 US (Houston)• +1 360 209 5623 US• +1 386 347 5053 US• +1 507 473 4847 US• +1 564 217 2000 US <p>Meeting ID: 921 6100 1651 Passcode: 234224</p> <p>Find your local number: https://hernandoclerk.zoom.us/u/aez7DQVcRq</p>
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2. SOLICITATION - OFFER - AWARD

ISSUED BY:

BOARD OF COUNTY COMMISSIONERS

HERNANDO COUNTY, FLORIDA

Elizabeth Narverud, Chair

Brian Hawkins, Vice Chairman

Jerry Campbell, Second Vice Chairman

John Allocco

Steve Champion

SUBMIT BID OFFER TO:

HERNANDO COUNTY

PROCUREMENT DEPARTMENT

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

Carla Rossiter-Smith

Chief Procurement Officer

3. SOLICITATION

SEALED OFFERS FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT DESCRIBED HEREIN WILL BE RECEIVED BY THE OFFICE OF PROCUREMENT DEPARTMENT, VIA THE COUNTY'S [eProcurement Portal](#) UNTIL 10:00 am, LOCAL TIME ON Monday, May 20, 2024. 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 PROCUREMENT DEPARTMENT'S CONFERENCE ROOM AT 10:00 am ON Monday, May 20, 2024. PURSUANT TO S. 119.071, F.S., SEALED BIDS, PROPOSALS, OR REPLIES RECEIVED BY AN AGENCY PURSUANT TO A COMPETITIVE SOLICITATION ARE EXEMPT FROM FINAL INSPECTION UNTIL SUCH TIME AS THE AGENCY PROVIDES NOTICE OF AN INTENDED DECISION OR UNTIL THIRTY (30) DAYS AFTER OPENING THE BIDS, PROPOSALS, OR FINAL REPLIES, WHICHEVER IS EARLIER.

4. OFFER

THE UNDERSIGNED, BEING DULY AUTHORIZED TO SUBMIT THIS BID ON BEHALF OF 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.

5. AWARD

UPON AWARD, PLEASE SUBMIT INVOICES TO:

Hernando County

Facilities

1525 East Jefferson Street

Brooksville, FL 34601

6. INVITATION TO BID

6.1. ADVERTISEMENT OF BID

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. SOLICITATION # 24-T00692/JG

FOR

HVAC REPAIRS ON SYSTEMS OVER TWENTY-FIVE (25) TONS

Hernando County Board of County Commissioners is soliciting Vendors/Contractors that are active in the repair and maintenance of HVAC systems over 25 tons.

Offers for furnishing the above will be received and accepted up to 10:00 a.m. (local time), Monday, May 20, 2024, via Hernando County Procurement Department's [eProcurement Portal](#). Only electronic submittals shall be accepted by the County.

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

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

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

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

NOTICE TO 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 Fran Hallet Procurement Coordinator, Procurement Department, via the County's [eProcurement Portal](#).

7. SOLICITATION INSTRUCTIONS

7.1. DEFINITION OF TERMS

Where the following terms, or their pronouns, occur herein, the intent and meaning shall be as follows:

- A. **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.
- B. **CONTRACT:** The agreement executed by the County 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.
- C. **COUNTY:** The Board of County Commissioners, Hernando County, or its duly authorized representative. The County is the Owner of the project contemplated in this solicitation.
- D. **F.S.:** Florida Statutes, version in effect on the effective date of this Contract.
- E. **MODIFICATION/AMENDMENT/CHANGE ORDER:** Shall mean the written order to the Vendor/Contractor signed by the Vendor/Contractor and County authorizing an addition, deletion, or revision in the goods, services and/or work to be provided under the contract documents or an adjustment in the contract price issued after contract award.
- F. **VENDOR/CONTRACTOR:** The Bidder awarded a contract by the County for the furnishing of goods or services.
- G. **HVAC:** Heating, Ventilation, and Air Conditioning systems that regulate and move heated and cooled air throughout residential and commercial buildings, from homes to offices.

7.2. AVAILABILITY OF BIDDING DOCUMENTS

Interested firms may secure bid documents, plans, drawings, site locations, and other pertinent information by visiting the County’s [eProcurement Portal](#). For additional information please contact the Hernando County Board of County Commissioners, Procurement Department via the County’s Q&A Tab via the eProcurement Portal.

7.3. PREPARATION OF BID

To ensure acceptance of your bid, please follow these instructions:

- A. Interested firms are to submit responses via the County’s [eProcurement Portal](#). All bid sheets including this form must be executed and uploaded as indicated. 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.
 - 1. **To submit bids:** Via Hernando County’s [eProcurement Portal](#) BID NUMBER 24-T00692/JG

- B. 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 wi-fi connection or speed, power outage or any other occurrence.
- C. Bids must be submitted electronically, via the County's [eProcurement Portal](#). Any required forms supplied by the County and included with these Bid Documents shall be uploaded through said portal. Each bidder shall copy the Bid Form and complete the pricing schedule provided.
- D. Bids must be completed through the pricing table provided. No changes or corrections will be allowed after bid opening.
- E. 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 instructions 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 they have conducted such examinations.
- F. No material, labor, or facilities will be furnished by the County unless specifically stated.

7.4. [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 ninety (90) days thereafter. Pursuant to section 119.071, F.S., 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.

7.5. [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:

- A. 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.

- B. 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 County's eProcurement Portal. Oral answers will not be authoritative.
- C. It will be the responsibility of the Bidder to visit the eProcurement Portal to ensure they are aware of all addenda issued for this solicitation.
- D. Questions must be submitted via the Q&A Tab in the County's eProcurement Portal. Questions will only be accepted through the period specified in the bid documents.
- E. All addenda must be acknowledged via the County's eProcurement Portal. Failure to acknowledge any addenda may render the Vendor/Contractor's bid as non-responsive and subject to rejection.

7.6. 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 Procurement Department. **Any attempt to communicate with any County representative outside the Procurement Department will be considered a violation of the Purchasing Policy and may result in the rejection of your bid.**

7.7. WITHDRAWAL OF BIDS:

Bids may be withdrawn via the County's [eProcurement Portal](#) 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.

7.8. 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 the Hernando County Procurement Ordinance (Chapter 2, Article V, Division 2, of the Hernando County Code). Failure to timely file such documents, and to timely submit a protest bond or other security required by the Hernando County Procurement Code, will constitute a waiver of protest proceedings.

8. GENERAL CONDITIONS

8.1. CONTRACT PERIOD:

- A. The Contract resulting from this solicitation shall be a term contract for the time period specified herein. During the specified time period, the County may order services/supplies as the requirements generate and the Vendor/Contractor will deliver the services/supplies ordered. It is understood that the County is not obligated to purchase any specific amount of services/supplies under this agreement.
- B. The period of the Contract shall extend for Three (3) years from the effective date of this Contract.
- C. **Renewal Option (Unilateral):** At the sole option of the County, through the Board of County Commissioners or Chief Procurement Officer or Designee, this Contract may be unilaterally renewed, for two (2) additional one (1) year periods at the same prices, terms, and conditions. The County alone will determine whether or not this renewal option will be exercised based on its convenience and its best interest. The County will notify the Vendor/Contractor, in writing, no later than thirty (30) days prior to expiration of its decision to exercise this Contract renewal option and/or options. Any request by the Vendor/Contractor for consideration of a price adjustment must be submitted in writing to the County at the time of County notice of its decision to exercise Contract renewal (this provision), and the Vendor/Contractor must provide written evidence based on increased costs to the Vendor/Contractor. Documentation of these increases must be furnished to the County upon request. Any price adjustment (increase or decrease) approved by the County shall impose upon the Vendor/Contractor the requirement to advise and extend to the County price reductions when costs similarly decrease.
- D. Either party may cancel this Contract, in whole or in part, by giving ninety (90) days prior notice in writing. However, the Vendor/Contractor shall not be authorized to exercise this cancellation option during the first one-hundred eighty (180) days of the Contract. The number of days within which, or the dates by which, the work is to be substantially completed and ready for final payment are set forth in the agreement.

8.2. BID PRICE/SUBMITTAL REQUIREMENTS:

- A. 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.
- B. Unless otherwise stated, the prices bid shall include all costs of packing, transporting, delivery, and services to the designated point within Hernando County.

- C. 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.
- D. 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.
- E. **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 its bid as non-responsive.**

8.3. QUALIFICATION OF BIDDERS:

- A. 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 their bid:
 - 1. List and brief description of substantially 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 (see Questionnaire). These references must be for work performed within the past three (3) years.
 - 2. List of equipment and facilities available to do work.
 - 3. List of personnel, by name and title, contemplated to perform the work.
 - 4. A Class A State Registered Contractor License, at minimum, is required to be considered for this Contract.
- B. **Failure to submit this information may be cause for rejection of your bid.**

8.4. BID EVALUATION AND AWARD:

Bid evaluation will be based on price, conformance with specifications and the Bidder's ability and resources 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. A Vendor/Contractor shall not be qualified to bid when investigation by the Chief Procurement Officer of that Vendor/Contractor is either delinquent on a previously awarded contract or in litigation with Hernando County on a previously awarded contract.

8.5. BID EVALUATION AND AWARD (continued) "Lowest Price"

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 sole right to reject any and all bids in accordance with the Hernando County Procurement Ordinance.

8.6. BID EVALUATION AND AWARD (continued)

- A. 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 Board of County Commissioners shall award the contract to one (1) Vendor/Contractor by drawing lots in a public meeting.
- B. The County shall be the sole judge as to the relative merits of the bids received.
- C. 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.
- D. 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.

8.7. LOCAL PREFERENCE:

- A. Purpose and Findings: These provisions apply to purchases using Formal Bids, Request for Proposals or Quotes. The County annually spends significant dollars on purchasing personal property, materials, and services, and in constructing improvements to real property or existing structures. The dollars used in making those purchases are derived, in large part, from taxes, fees and utility revenues paid by businesses located within Hernando County, and the County Commission has determined that funds generated in the community should, to the extent possible, be placed back into the local economy. Therefore, the County Commission has determined that it is in the best interest of the County to give a preference to local businesses in making such purchases whenever the application of such a preference is reasonable in light of the dollar-value of bids and quotes received in relation to such expenditures.
- B. Application:
 - 1. In bidding for or letting contracts for procurement of supplies, materials, equipment, and services, as described in the purchasing policies of the County, the Board of County Commissioners may give a preference to local businesses in making purchases or awarding contracts in an amount not to exceed five percent (5%) of the local business' total bid price if the cost differential does not exceed \$10,000.00 for procurement activities in amounts over \$50,000.00.

2. The total bid price shall include not only the base bid price, but also all alterations to the base bid price resulting from alternates which were both part of the bid and actually purchased or awarded by the Board of County Commissioners.
3. In the case of requests for proposals or qualification, letters of interest, or other solicitations and competitive negotiations and selections in which objective factors are used to evaluate the responses, local businesses shall be assigned five percent (5%) of the total points of the total evaluation points.

C. Definitions:

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

D. Competitive Bids/Quotes: The County reserves the exclusive right to compare, contrast and otherwise evaluate the qualifications, character, responsibility and financial qualifications of all persons, firms, partnerships, companies, or corporations submitting formal bids or formal quotes in any procurement for goods and services when making an award in the best interests of the County.

E. Exemptions:

1. Purchases resulting from exigent emergency conditions where any delay in completion or performance would jeopardize public health, safety, or welfare of the citizens of the County, or where in the judgment of the County the operational effectiveness or a significant County function would be seriously threatened if a purchase was not made expeditiously.
2. Purchases with any sole source supplier for supplies, materials, or other equipment.

3. Purchases made through cooperative purchasing arrangements utilized by the Procurement Department as identified in the Purchasing Policy.
4. Purchases that are funded in whole or in part by assistance from any Federal, State, or local agency where the program guidelines do not permit local preference.
5. Purchases with an estimated cost of less than \$10,000.00 or less.
6. Appeal: If an application for a “local vendor/contractor” designation is denied, the applicant may appeal such decision to the County Administrator for review and further consideration.

8.8. HOURS:

Work may be performed between the hours of 7:00 am - 5:00 pm 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.

8.9. WARRANTIES:

The Bidder agrees that the supplies and services furnished under this award shall be covered for no less than a one (1) year warranty.

8.10. DELIVERY AND ACCEPTANCE:

- A. The County will order services by issuance of a Hernando County numbered purchase order (PO). Each purchase order will specify the scope of work, location and date(s) for service required.
- B. Receipt of services/supplies shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after thorough inspection indicates that the services/supplies delivered meet 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 corrective action. If the proposed corrective action is not acceptable to the County, final acceptance of the services may be refused, in which case the services shall remain the property of the Vendor/Contractor and the County shall not be liable for payment for any portion thereof.
- C. Unless otherwise specified, services shall be performed as described in these contract documents.

- D. Vendor/Contractor(s) shall not commence work prior to the County's receipt and acceptance of the certification of insurance, and any other required documents/certificates as specified by these contract documents.

8.11. REJECTION OF BID:

The County reserves the sole right to reject any and all bid submissions. 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. A Vendor/Contractor shall not be qualified to bid when an investigation by the Chief Procurement Officer finds the Vendor/Contractor delinquent on a previously awarded contract or in litigation with a Hernando County previously awarded contract.

8.12. 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 Bidder submits information in its bid that is insufficient for Hernando County to properly evaluate the bid, Hernando County has the sole 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 sole 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.

8.13. 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.

8.14. NON-PERFORMANCE:

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.

- A. In case of default, the County may procure the services from other sources and hold the Vendor/Contractor responsible for all costs occasioned thereby and may immediately cancel the contract. The Chief Procurement Officer reserves the sole right to impose and debar Vendor/Contractors, as a direct result of Vendor/Contractor default and termination for a period of twelve (12) months to twenty-four (24) months depending upon the severity of the default resulting in contract termination. The Vendor/Contractor and its sureties (if any) shall be liable for any damage to the County resulting from the Vendor/Contractor's default of the

contract. This liability includes any increased costs incurred by the County in completing contract performance.

8.15. 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.

8.16. PUBLIC ENTITY CRIMES:

Any person submitting a bid or proposal in response to this Invitation to Bid certifies that they are aware of, and in compliance with, all requirements under section 287.133, F.S., on public entity crimes. Bidders must provide a response to the section titled VENDOR QUESTIONNAIRE, Sworn Statement to Public Entity Crimes included in these bid documents.

8.17. 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 their designee.

8.18. LAWS, REGULATIONS, PERMITS AND TAXES:

Vendor/Contractor shall comply with County's jobsite procedures and regulations and with all applicable local, State, and Federal laws, rules and regulations and shall obtain all permits required for any of the work performed hereunder. Vendor/Contractor shall procure and pay for all permits and inspections required for any of the work performed hereunder and shall furnish any bonds, security or deposits required to permit performance of the work. Vendor/Contractor shall, to the extent permissible under applicable law, comply with the jobsite provisions which validly and lawfully apply to work on the specific jobsite being performed under this contract. The County of Hernando is exempt from Federal excise taxes and all sales taxes.

8.19. MODIFICATIONS/AMENDMENTS AND CHANGE ORDERS:

Without invalidating the contract, the County may, at any time or from time to time, through its Chief Procurement Officer or designee, order additions, deletions, or revisions in the work, the same being authorized by change order or contract modification/amendment. The cumulative total of change orders and/or modifications/amendments to this contract under \$50,000.00 (cap) will be approved by the Chief Procurement Officer or its designee. Once the \$50,000.00 cap is reached, all other additions, or revisions to this contract that exceed the "cap" are subject to approval by the Hernando County Board of County Commissioners through Board agenda item. Only upon receipt of a change order, or modification/amendment executed by the Vendor/Contractor and County (subject to approval by the Chief Procurement Officer and/or Board of County Commissioners – as applicable) shall the Vendor/Contractor be authorized to proceed with the work involved. All such work shall be executed under the applicable terms and conditions contained in the contract documents. In addition:

- A. The County will execute an appropriate modification/amendment to the contract if such modification/amendment to the contract is approved by the Chief Procurement Officer or Board of County Commissioners (as approvable) and,
- B. It is the Vendor/Contractor's responsibility to notify its surety of any changes affecting the general scope of the work/services or change of the contract price, and amount of the applicable bond(s) shall be adjusted accordingly.

8.20. TAXES:

- A. The Board of County Commissioners, Hernando County, Florida, has the following Tax Exemption Certificates assigned:
 - 1. **Florida Sales and Use Tax Exemption Certificate No. 85-8012556945C-8, effective 1/31/2024 – expiring on 1/31/2029.**
- B. This exemption does not apply to purchases of tangible personal property made by Vendor/Contractor(s) who use the tangible personal property in the performance of contracts for improvements of County owned real property (Chapters 192 and 212, F.S., and applicable rules of the Department of Revenue).

8.21. MANUFACTURERS' NAME AND APPROVED EQUIVALENTS:

Manufacturers' names, trade names, brand names, information and/or catalog number listed in a specification are for informational purposes only and are not intended to limit competition. Said listing 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 they are 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 their 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 sole 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 they are bidding on and will be required to furnish goods identical to the bid standard as specified.

8.22. 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.

8.23. TERMINATION:

A. Termination for Default:

1. The County may, by written notice to the Vendor/Contractor, terminate this contract for default in whole or in part (delivery orders, if applicable) if the Vendor/Contractor fails to:
 - a. Provide products or services that comply with the specifications herein or fails to meet the County's performance standards.
 - b. Deliver the supplies or to perform the services within the time specified in this contract or any extension.
 - c. Make progress so as to endanger performance of this contract.
 - d. Perform any of the other provisions of this contract.
2. Prior to termination for default, the County will provide adequate written notice to the Vendor/Contractor through the Chief Procurement Officer, Procurement Department, affording them the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action and possible debarment. Such termination may also result in suspension or debarment of the Vendor/Contractor for a period of twelve (12) to twenty-four (24) months depending upon the severity of the Vendor/Contractor's action that caused the default in accordance with the County's Procurement Ordinance. The Vendor/Contractor and its sureties (if any) shall be liable for any damage to the County resulting from the Vendor/Contractor's default of the contract. This liability includes any increased costs incurred by the County in completing contract performance.
3. In the event of termination by the County for any cause, the Vendor/Contractor will have, in no event, any claim against the County for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the County the Vendor/Contractor shall:
 - a. Stop work on the date and to the extent specified.
 - b. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

- c. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the County.
 - d. Continue and complete all parts of that work that have not been terminated.
4. If the Vendor/Contractor's failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Vendor/Contractor, the contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.
- B. Termination for Convenience: The County, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the County shall be liable only for goods or services delivered and accepted. The County Notice of Termination may provide the Vendor/Contractor ninety (90) days prior notice before it becomes effective. A termination for convenience may apply to individual delivery orders, purchase orders or to the contract in its entirety.

8.24. FISCAL NON-FUNDING

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

8.25. USE OF CONTRACT BY OTHER GOVERNMENT AGENCIES:

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

8.26. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

By submission of this bid, the Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that in connection with this procurement:

- A. The prices in this bid have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.

- B. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor.

8.27. INTERIM EXTENSION OF PERFORMANCE:

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

8.28. COMPETENCY OF BIDDERS:

The County reserves the right to make such investigations as they may deem necessary to establish the competency and financial ability of any Bidder to perform the work; and if after investigation, the evidence of their competency or financial ability is not satisfactory, the County reserves the right to reject their bid.

8.29. MAINTENANCE OF RECORDS:

The Vendor/Contractor will keep adequate records and supporting documents applicable to this contract. Said records and documentation will be retained by the Vendor/Contractor for a minimum of five (5) years from the date of final payment on this contract. The County and its authorized agents shall have the right to audit, inspect and copy records and documentation as often as the County deems necessary during the period of this contract and a period of five (5) years after completion of contract performance; provided however, such activity shall be conducted only during normal business hours. The County during the period of time defined by the preceding sentence, shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the Vendor/Contractor as concerns the aforesaid records and documentation. Pursuant to section 119.0701, F.S., Vendor/Contractor shall comply with the Florida Public Records' laws and shall:

- A. Keep and maintain records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirement are not disclosed except as authorized by law; and,
- D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Vendor/Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

- E. Failure to comply with this section shall be deemed a breach of the contract and enforceable as set forth in section 119.0701, F.S.

IF THE VENDOR/CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE VENDOR/CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-754-4020, PURCHASING@HERNANDOCOUNTY.US, OR AT 15470 FLIGHT PATH DRIVE, BROOKSVILLE, FL 34604.

Per section 20.055(5), F.S., it is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to this section.

8.30. PAYMENT:

- A. Payment for services received will be accomplished by submission of an invoice, in duplicate, with purchase order number referenced thereon at the completion of each specified job. Said invoice(s) shall be submitted to: Hernando County Facilities Department 1525 East Jefferson Street Brooksville, FL 34601
- B. Each invoice shall give a detailed breakdown of the services provided.
- C. The Vendor/Contractor may invoice the County after each work order is complete. Invoice shall reference and be based upon the quantity report received after project completion.
- D. Payment will be made in no less than forty-five (45) days, per section 218.74, F.S. Terms not within Hernando County's payment period are not acceptable and may be cause for rejection.
- E. Payment to Vendor/Contractor by Electronic Payment Solution: ACH (Direct Deposit): If the Vendor/Contractor is enrolled in the County's ACH electronic payment solution, all payments will be made using the direct deposit which may or may not include a pre-note transaction. The Vendor/Contractor's bank account information will remain confidential to the extent provided by law and necessary to make direct deposit payments. Once the County has approved payment, an electronic remittance advice will be sent to the Vendor/Contractor via e-mail.

8.31. CONFLICT OF INTEREST:

- A. Conflict of Interest of Officers or Employees of the Contracting Entity/Local Jurisdiction, Members of the Local Governing Body, or Other Elected Officials: No member or employee of the contracting entity/local jurisdiction or its designees or agents; no member of the governing body; and no other public official of Hernando County who exercises any function or responsibility with respect to this contract, during their tenure or for two (2) years 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.

- B. Employee Conflict of Interest: It shall be unethical for any Hernando County employee to participate directly or indirectly in a procurement contract when Hernando County employee knows that:
1. Hernando County employee or any member of Hernando County employee's immediate family has a financial interest in the procurement contract; or
 2. Any other person, business, or organization with whom Hernando County employee or any member of a Hernando County employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement contract; or
 3. A Hernando County employee or any member of a Hernando County employee's immediate family who holds a financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest.
- C. Former Employee Conflict of Interest: It shall be a violation for any person, business or organization contracting with County to employ in any capacity, any former County employee or member of County employee's immediate family within two (2) years of that employee's separation from employment with the County, unless the employer or the former County employee files with the County Clerk, the County's Employment Disclosure Statement. The penalty for this violation may include disqualification of the bid submission.

8.32. GRATUITIES AND KICKBACKS:

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

8.33. E-VERIFY:

- A. Vendor/Contractor is advised that the County has entered into an agreement with U.S. Immigration and Customs Enforcement (ICE) wherein the County will, in part, seek to promote the principles of ethical business conduct, prevent the knowing hiring of unauthorized workers through self-governance, and encourage voluntary reporting of the discovery of unauthorized workers to ICE (the IMAGE Agreement). Accordingly, by submitting your bid, Vendor/Contractor represents and warrants (a) that the Vendor/Contractor is in compliance with all applicable Federal, State and local laws, including, but not limited to, the laws related to the requirement of an employer to verify an employee's eligibility to work in the United States, (b) that all of the Vendor/Contractor employees are legally eligible to work in the United States, and (c) that the Vendor/Contractor has actively and affirmatively verified such eligibility utilizing the Federal Government's Employment Verification Eligibility Form (I-9 Form).
- B. A mere allegation of Vendor/Contractor's intent to use and/or current use of unauthorized workers may not be a basis to delay the County's award of a contract to the Vendor/Contractor unless such an allegation has been determined to be factual by Immigration and Customs Enforcement (ICE) pursuant to an investigation conducted by ICE prior to the date the contract is scheduled to be awarded by the County.
- C. Legitimate claims of the Vendor/Contractor's use of unauthorized workers must be reported to both of the following agencies:
 - 1. The County's Procurement Department at (352) 754-4020: and
 - 2. Immigration and Customs Enforcement (ICE) at 1-866-DHS-2-ICE
- D. In the event it is discovered that the Vendor/Contractor's employees are not legally eligible to work in the United States, the County may, in its sole discretion, demand that the Vendor/Contractor cure this deficiency within a specified time frame, and/or immediately terminate the contract without any cost or penalty to the County, and/or debar the Vendor/Contractor from bidding on all County contracts for a period up to twenty-four (24) months, and/or take any and all legal action deemed necessary and appropriate.
- E. Vendor/Contractor is required to incorporate the following IMAGE best practices into its business and, when practicable, incorporate verification requirements into its agreements with subcontractors:
 - 1. Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.
 - 2. Use the Social Security Number verification service and make good faith effort to correct and verify the names and Social Security Numbers of the current workforce.

3. Establish a written hiring and employment eligibility verification policy.
4. Establish an internal compliance and training program related to the hiring and employment verification process, to include, but not limited to, completion of Form I-9, how to detect fraudulent use of documents in the verification process, and how to use E-Verify and the Social Security Number Verification Service.
5. Require the Form I-9 and E-Verify process to be conducted only by individuals who received appropriate training and include secondary review as of each employee's verification to minimize the potential for a single individual to subvert the process.
6. Arrange for annual Form I-9 audits by an external auditing firm or a trained employee not otherwise involved in the Form I-9 process.
7. Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process.
8. Establish a program to assess 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.
9. Establish a protocol for responding to letters received from Federal and State government agencies indicating that there is a discrepancy between the agency's information and the information provided by the employer or employee; for example, "no match" letters received from the Social Security Administration.
10. Establish a tip line mechanism (inbox, e-mail, etc.) for employees to report activity relating to the employment of unauthorized workers, and a protocol for responding to employee tips.
11. Establish and maintain appropriate policies, practices, and safeguards against use of the verification process for unlawful discrimination, and to ensure that U.S. citizens and authorized workers do not face discrimination with respect to hiring, firing, recruitment or referral for a fee because of citizenship status or national origin.
12. Maintain copies of any documents accepted as proof of identify and/or employment authorization for all new hires.

8.34. SCRUTINIZED COMPANIES PURSUANT TO SECTIONS 287.135 AND 215.473, F.S.:

Vendor/Contractor must certify that the company is not participating in a boycott of Israel. Vendor/Contractor must also certify that Vendor/Contractor is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, and not on the

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

8.35. INSURANCE REQUIREMENTS:

A. INDEMNITY, SAFETY AND INSURANCE PROVISIONS:

1. Indemnity: To the fullest extent permitted by Florida law, the Vendor/Contractor covenants, and agrees that it will indemnify and hold harmless the County and all of the County's officers, agents, and employees from any claim, loss, damage, cost, charge, attorney's fees and costs, or any other expense arising out of any act, action, neglect, or omission by Vendor/Contractor during the performance of the contract, whether direct or indirect, and whether to any person or property to which the County or said parties may be subject, except that neither the Vendor/Contractor nor any of its subcontractors, or assignees, will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County or any of its officers, agents, or employees.
2. Protection of Person and Property:
 - a. The Vendor/Contractor will take all reasonable precautions for, and will be responsible for initiating, maintaining and supervising all programs relating to the safety of all persons and property affected by, or involved in, the performance of his operations under this Contract.
 - b. The Vendor/Contractor will take all reasonable precautions to prevent damage, injury or loss to: (a) all persons who may be affected by the performance of his operations, including employees; (b) all materials and equipment; and (c) all property at or surrounding the work site. In an emergency affecting the safety of persons or property, the Vendor/Contractor will act, with reasonable care and discretion, to prevent any threatened damage, injury or loss.

- #### B. MINIMUM INSURANCE REQUIREMENTS: Vendor/Contractor shall procure, pay for and maintain at least the following insurance coverage and limits. Said insurance shall be evidenced by

delivery to the County of a certificate(s) of insurance executed by the insurers listing coverage and limits, expiration dates and terms of policies and all endorsements whether or not required by the County, and listing all carriers issuing said policies. The insurance requirements shall remain in effect throughout the term of this Contract.

1. Workers' Compensation: As required by law:

- a. State.....Statutory
- b. APPLICABLE FEDERAL.....Statutory
- c. EMPLOYER'S LIABILITY.....Minimum:
 - i. \$1,000,000.00 each accident
 - ii. \$1,000,000.00 by employee
 - iii. \$1,000,000.00 policy limit
- d. Exemption per Chapter 440, F.S.: If a Vendor/Contractor has less than three (3) employees and states that they are exempt per Chapter 440, F.S., they must provide an exemption certificate from the State of Florida. Otherwise, they will be required to purchase Workers' Compensation Insurance and provide a copy of Workers Compensation Insurance.
<https://www.myfloridacfo.com/Division/WC/Employer/Exemptions/>

2. General Liability: Comprehensive General Liability including, but not limited to, Independent Contractor, Contractual Premises/Operations, and Personal Injury covering the liability assumed under indemnification provisions of this Contract, with limits of liability for personal injury and/or bodily injury, including death.

- a. Coverage as follows:
 - i. EACH OCCURRENCE.....\$1,000,000.00
 - ii. GENERAL AGGREGATE\$2,000,000.00
 - iii. PERSONAL/ADVERTISING INJURY.....\$1,000,000.00
 - iv. PRODUCTS-COMPLETED OPERATIONS AGGREGATE.....\$2,000,000.00 Per Project Aggregate (if applicable)
- b. ALSO, include in General Liability coverage for the following areas based on limits of policy, with:
 - i. FIRE DAMAGE (Any one (1) fire.....\$50,000.00
 - ii. MEDICAL EXPENSE (Any one (1) person)..... \$5,000.00

3. Additional Insured: Vendor/Contractor agrees to endorse Hernando County as an additional insured on the Comprehensive General Liability. The Additional Insured shall read "Hernando County Board of County Commissioners." Proof of Endorsement is required.
4. Waiver of Subrogation: Vendor/Contractor agrees by entering into this Contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Vendor/Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor/Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Vendor/Contractor enter into such an agreement on a pre-loss basis.
5. AUTOMOBILE LIABILITY: Comprehensive automobile and truck liability covering any auto, all owned autos, scheduled autos, hired autos, and non-owned autos. Coverage shall be on an "occurrence" basis. Such insurance to include coverage for loading and unloading hazards. Coverage as follows:
 - a. COMBINED SINGLE LIMIT (CSL)..... \$1,000,000.00 or:
 - i. BODILY INJURY (Per Person)..... \$1,000,000.00
 - ii. BODILY INJURY (Per Accident)..... \$1,000,000.00
 - iii. PROPERTY DAMAGE.....\$1,000,000.00
6. PROFESSIONAL LIABILITY (if applicable it will be noted below separately):
7. BUILDERS RISK INSURANCE (if applicable it will be noted below separately):
8. CRIME PREVENTION – BOND (if applicable it will be noted below separately):
9. EXCESS/UMBRELLA LIABILITY (if applicable it will be noted below separately):
10. POLLUTION LIABILITY (if applicable it will be noted below separately):
11. SUBCONTRACTORS (if applicable): All subcontractors hired by said Contractor are required to provide Hernando County Board of County Commissioners a Certificate of Insurance with the same limits required by the County as required by the Contract. All subcontractors are required to name Hernando County Board of County Commissioners as additional insured and provide a Waiver of Subrogation in regards to General Liability.
12. RIGHT TO REVISE OR REJECT: County reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, County reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operating legally.

C. EACH INSURANCE POLICY SHALL INCLUDE THE FOLLOWING CONDITIONS BY ENDORSEMENT TO THE POLICY:

1. Vendor/Contractor agrees to provide County with a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and the Certificate of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available by Vendor/Contractor's insurer. If the Vendor/Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives noticed that coverage no longer complies with the insurance requirements herein, Vendor/Contractor agrees to notify the County by email within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder shall read: **Hernando County Board of County Commissioners Attention: Human Resources/Risk Department 15470 Flight Path Drive, Brooksville, Florida 34604**
 2. Companies issuing the insurance policy, or policies, shall have no recourse against the County for payment of premiums or assessments for any deductibles which all are the sole responsibility and risk of Vendor/Contractor.
 3. The term "County" or "Hernando County" shall include all authorities, boards, bureaus, commissions, divisions, departments, and offices of the County and individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of Hernando County.
 4. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- D. The Vendor/Contractor shall be required to provide a current Certificate of Insurance to the County prior to commencement of services.
- E. Bidders may, at the County's request, be required to provide proof that their firm meets the preceding insurance requirements, by submission of a Certificate of Insurance coverage(s), prior to award of the Contract.
- F. Failure of the County to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the County to identify a deficiency from evidence provided shall not be construed as a waiver of Vendor/Contractor's obligation to maintain such insurance.

8.36. INSURANCE REQUIREMENTS (continued)

EXCESS/UMBRELLA LIABILITY: Vendor/Contractor shall provide proof of Excess/Umbrella Liability coverage with minimum limits of \$1,000,000.00. Limits can be increased, based on contract.

INLAND MARINE COVERAGE: Inland Marine Coverage (equipment floater) to cover transportation and off-site storage of equipment to be installed, up to the time it is delivered to the exact location it is to be installed, as follows: Equal to the replacement cost of the equipment to be installed.

8.37. MINIMUM WAGE RATES:

- A. The Vendor/Contractor shall be required to pay their employees no less than the State of Florida minimum wage rate.
- B. If the contract should be renewed, the contract shall be adjusted for benefit of the Vendor/Contractor in proportion with the State of Florida law governing wage rates during the period of the contract for labor-related costs only.
- C. The County reserves the right to inspect the payroll records of the Vendor/Contractor, as may be deemed necessary, to determine that the Vendor/Contractor is complying with the State of Florida wage and hour law.

8.38. SAFETY PRECAUTIONS:

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

8.39. RESPONSIVE/RESPONSIBLE:

At the time of submitting a bid response, the County requires that the **Bidder be properly licensed with State Certified Class A Florida HVAC License and registered to do business in the State of Florida in accordance with applicable Florida Statutes.** Bid responses that fail to provide the required forms listed in these bid documents may be rejected as non-responsive. **Bidders whose responses, past performance, or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of the bid may be rejected as non-responsible.** The County reserves the sole right to determine which responses meet the requirements of this solicitation, and which

Bidders are responsive and responsible. The County reserves the sole right before awarding the bid, to require a Bidder to submit such evidence of their qualifications as it may deem necessary and may consider any evidence available to it of the financial, technical, and other qualifications and abilities of a Bidder to perform the work in a satisfactory manner and within the time specified. The Bidder is assumed to be familiar with all Federal, State, or local laws, ordinances, rules, and regulations that in any manner affect the work, and to abide thereby if awarded the bid/contract. Ignorance of legal requirements on the part of the Bidder/Vendor/Contractor will in no way relieve their responsibility.

8.40. CONE OF SILENCE

This solicitation falls under the Hernando County Procurement Ordinance 93-16 (Current Edition). After a bid is advertised or a short list is established for an Invitation to Bid (ITB), Request for Qualification (RFQ), or Request for Proposal (RFP), 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 Hernando County 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 Procurement 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.

- A. 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.
- B. 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.

8.41. CLAIMS

- A. Chief Procurement Officer's Decision Required: All claims, except those waived, shall be referred to the Chief Procurement Officer for decision.
- B. Notice: Written notice stating the general nature of each claim shall be delivered by the claimant to the Chief Procurement Officer and the other party to the contract promptly but in no event later than thirty (30) days after the start of the event giving rise thereto. The responsibility to substantiate a claim shall rest with the party making the claim. Notice of the

amount or extent of the claim, with supporting data, shall be delivered to the Chief Procurement Officer and the other party to the contract within sixty (60) days after the start of such event (unless the Chief Procurement Officer allows additional time for claimant to submit additional or more accurate data in support of such claim). A claim for an adjustment in contract price shall be prepared in accordance with the provisions of Section titled "PRICE ADJUSTMENT". Each claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to the Chief Procurement Officer and the claimant within thirty (30) days after receipt of the claimant's last submittal (unless the Chief Procurement Officer allows additional time).

- C. Chief Procurement Officer's Action: Chief Procurement Officer will review each claim and, within thirty (30) days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one (1) of the following actions in writing:
 - 1. Deny the claim in whole or in part,
 - 2. Approve the claim, or
 - 3. Notify the parties that the Chief Procurement Officer is unable to resolve the claim if, in the Chief Procurement Officer's sole discretion, it would be inappropriate for the Chief Procurement Officer to do so. For purposes of further resolution of the claim, such notice shall be deemed a denial.
- D. In the event that Chief Procurement Officer does not take action on a claim within said thirty (30) days, the claim shall be deemed denied.
- E. Chief Procurement Officer's written action or denial will be final and binding upon County and Vendor/Contractor, unless County or Vendor/Contractor invoke the dispute resolution procedure set forth in Section titled "DISPUTE RESOLUTION" within thirty (30) days of such action or denial.

8.42. DISPUTE RESOLUTION:

- A. County and Vendor/Contractor may mutually request mediation of any claim submitted to the County 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.
- B. County 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.

- C. If the claim is not resolved by mediation, Chief Procurement Officer's action or denial pursuant to Section titled "CLAIMS" shall become final and binding thirty (30) days after termination of the mediation unless, within that time period, County or Vendor/Contractor:
 - 1. Agrees with the other party to submit the claim to another dispute resolution process, or
 - 2. Gives written notice to the other party of their intent to submit the claim to a court of competent jurisdiction.

9. SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

SCOPE AND SPECIFICATIONS

9.1. LOCATION OF THE WORK:

The work to be performed in this contract will be performed at Various County facilities within Hernando County, in Hernando County, Florida.

9.2. TECHNICAL SPECIFICATIONS

The Vendor/Contractor will supply all materials, labor, and equipment in order to accomplish HVAC Repairs on Systems over twenty-five (25) Tons, in Hernando County, Florida.

General:

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:

1. HVAC System Repairs
2. Remodeling and/or Renovations HVAC
3. HVAC Replacement or New Installations

The successful Vendor/Contractor(s) shall provide electrical repairs as needed for Hernando County for the lifetime of the Contract, including providing all of the items listed below, as needed. 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.

1. Mobilization
2. Labor
3. Personnel
4. Materials
5. Supplies
6. Equipment
7. Insurance and necessary services

The successful Vendor/Contractor(s) shall perform all types of HVAC services, construction and renovations pertaining to the installation of HVAC equipment.

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.

9.3. PROJECT ASSIGNMENT:

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.

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.

9.4. BACKGROUND CHECKS

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

- A. Old Courthouse
- B. Sheriff's Administration Complex
- C. Hernando County Jail Facilities
- D. Government Center
- E. 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.

9.5. COSTS

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

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.

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.

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.

- A. **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.

- B. 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.

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.

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.

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.

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.

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.

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.

The Vendor/Contractor(s) shall subcontract as required and comply with statutory requirements regarding payment to Subcontractors.

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.

The Vendor/Contractor(s) will subcontract as applicable and comply with statutory requirements regarding payment to Subcontractor(s) and suppliers.

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.

9.6. RESPONSE/RESTORATION TIME:

- A. 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.).
- B. Work is to commence no later than five (5) days after receipt of acceptance by Hernando County of Vendor/Contractor estimated project.
- C. 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.).
- D. 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.
- E. At all times Vendor/Contractor must know the status of the project on request.

10. PRICING PROPOSAL

ITB NO.24-T00692/JG. - HVAC REPAIRS ON SYSTEMS OVER 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.

There are no guarantees that the County will utilize the per year estimates and may exceed the estimates identified.



County of Hernando
Procurement Department
Carla Rossiter-Smith, Chief Procurement Officer
15470 Flight Path Drive, Brooksville, FL 34604

PRICE TABLES

PART I: HOURLY RATES BY TRADE

Note: Overtime (OT) is defined as work before 7am and after 5pm and weekend and holidays. No costs other than that shown on the pricing proposal shall be allowed or invoiced.

Line Item	Description	Estimated Hours	Unit of Measure	Hourly Rate	Total
1	Journeyman Service Mechanic Regular Hourly Rate	75	Hours	\$109.00	\$8,175.00
2	Journeyman Service Mechanic OT Hourly Rate	10	Hours	\$164.00	\$1,640.00
3	Journeyman Duct and Sheet Metal Regular Hourly Rate	20	Hours	\$90.00	\$1,800.00
4	Journeyman Duct and Sheet Metal OT Hourly Rate	10	Hours	\$145.00	\$1,450.00
5	Helper/Laborer Regular Hourly Rate	30	Hours	\$80.00	\$2,400.00
6	Helper/Laborer OT Hourly Rate	10	Hours	\$104.00	\$1,040.00
TOTAL					\$16,505.00

PART II: HVAC BUILDING CONTROLS – HOURLY RATES BY TRADE

Note: Overtime (OT) is defined as work before 7am and after 5pm and weekend and holidays. No costs other than that shown on the pricing proposal shall be allowed or invoiced.

KENYON & PARTNERS, INC. RESPONSE DOCUMENT REPORT
 ITB No. 24-T00692/JG
 HVAC REPAIRS ON SYSTEMS OVER TWENTY-FIVE (25) TONS

Line Item	Description	Estimated Hours	Unit of Measure	Hourly Rate	Total
7	Lead Controls Mechanic Regular Hourly Rate	80	Hours	\$125.00	\$10,000.00
8	Lead Controls Mechanic OT Hourly Rate	8	Hours	\$165.00	\$1,320.00
9	Journeyman Controls Mechanic Regular Hourly Rate	24	Hours	\$109.00	\$2,616.00
10	Journeyman Controls Mechanic OT Hourly Rate	0	Hours	\$164.00	
11	Helper/Laborer Regular Hourly Rate	24	Hours	\$80.00	\$1,920.00
12	Helper/Laborer OT Hourly Rate	0	Hours	\$104.00	
TOTAL					\$15,856.00

PART III: PARTS PRICE MARKUP

Line Item	Description	Unit of Measure	Not to Exceed 15%
13	Contractor's Percent of Markup for Materials (From Contractor Price)	Percentage	15%
14	Percent Markup for Sub-Contracted Labor and Materials (Materials from Cost)	Percentage	15%
15	Percent Markup for Rental Equipment Necessary for Service Project	Percentage	15%
16	Profit and Mobilization Cost as a Percent of the Projects Total Cost	Percentage	15%

Equipment & Facilities List

Kenyon and Partners, Inc. has an office/warehouse facility in Tampa, which includes over 15,000 square feet of warehouse storage and inventory. All of our service vehicles are fully stocked with replacement parts and standard specialty tools. We own most major equipment and tools needed to execute your projects. We manufacture our own sheet metal ductwork, handrails, ladders, equipment support stands, equipment curbs, and piping supports. We also have an area designated to pre-fabricating steel piping systems for chiller plants and mechanical rooms to minimize onsite outages.

Attached is a list of major equipment & vehicles. Also, attached is a list of specialty tools from our inventory checkout system. We also stock many miscellaneous materials in our warehouse such as refrigerant, control components, refrigeration specialties, filters, plywood, drywall, block/brick, piping, valves, and electrical materials. This allows us to respond quickly to emergencies especially on weekend when many supply houses are closed. Our capabilities and equipment allow us to control and complete the whole project not just the mechanical service/trade work.

Trailers

- ◆ 2003 TCTC Tandem Wheel (Trip Trailer)
- ◆ 2008 CTWI LG Gooseneck
- ◆ 2012 Triple Crown 16' Utility (Gooseneck)
- ◆ 2012 BIGT Heavy Equip
- ◆ 2011 Lift Towable
- ◆ 2015 BIGT Dump Trailer
- ◆ 2015 Enclosed Arising Trailer
- ◆ 2016 BIGT Service Utility Trailer
- ◆ 2017 Big T Gooseneck Trailer

Equipment

- ◆ (3) 520 Vermette Duct Lifts
- ◆ Genie Telescoping Super Duct Lift
- ◆ Sheet Metal Equip
- ◆ 2007 Bobcat Track Loader
- ◆ 2007 GEHL Lull
- ◆ 2011 60' Lift Towable
- ◆ 2010 23' Scissor Lift (fits through 3'0" door)

Tools

- ◆ Portable Air Compressors
- ◆ 8 Section Baker Scaffolding
- ◆ Spot Light Towers for Night Work
- ◆ Pipe Threader
- ◆ Tile Saw
- ◆ Milwaukee Core Drill w/6", 8", 10" 12" Bits
- ◆ OSHA Rated Aluminum Scaffolding
- ◆ Large Dump Bucket-Grey
- ◆ Orange Rigid Shop Vac and Hose
- ◆ Pipe Vices, Stands
- ◆ Shop Vac
- ◆ Concrete Mixer (1yard)
- ◆ Large Jack Hammers
- ◆ Post Hole Digger
- ◆ Chop Saws
- ◆ 200PSI 4" CP Weksler Gauge
- ◆ Electric & Gas Concrete Saws
- ◆ Shackless
- ◆ Chains
- ◆ Spreader Bass
- ◆ Jacks
- ◆ Other Rigging Equipment
- ◆ Green Construction Fencing
- ◆ Portable A/C Units (1.5 tons to 15 tons)
- ◆ Safety Harness
- ◆ Portable Generators
- ◆ ARC, TIG and MIG Welding Machines
- ◆ Tripod Laser Level
- ◆ Right Angle Grinders
- ◆ Tertto Beater
- ◆ Large Torque Wrench
- ◆ Pro-Press Machines
- ◆ Plasma ARC Cutter
- ◆ Gas Hydrostatic Pump

Equipment & Facilities List

Tools

- ◆ Concrete Chipping Hammers
- ◆ Chain Hoists
- ◆ Equipment Rollers
- ◆ Straps
- ◆ Port-a-Band Saws
- ◆ Welding Rod Ovens
- ◆ Trac Torch/Cutter
- ◆ Magnetic Drill

Sheet Metal Manufacturing Equipment

- ◆ 10ft Roto-Die Hydraulic Brake with Various Dies
- ◆ Lion Machinery 36-inch (Model 1836) 18ga Auto Cleat Bender
- ◆ Pittsburg with Drive Maker with Slitter
- ◆ Tennsmith Model 1014 (10ft) 14ga Shear with Back & Front Gauges
- ◆ Tennsmith 10ft 18ga Hand Pan Brake
- ◆ Plasma Table (up to 1/4" thick steel)

Vehicles

- ◆ 2008 F250
- ◆ 2009 F750 w/ Attenuator
- ◆ 2013 F150
- ◆ 2015 F250 Crew Cab 4x4 XL
- ◆ 2015 F250 Reg Cab
- ◆ 2016 F150 Reg Cab 4x2
- ◆ 2016 F150 Super Cab w/ topper
- ◆ 2016 F250 Lariat 6-3/4 Ft
- ◆ 2016 F250 Reg Cab 4x2 8 Ft
- ◆ 2016 Nissan NV 2500 Cargo Van
- ◆ 2016 Nissan NV2500 Cargo Van
- ◆ 2016 Nissan NV2500 Cargo Van
- ◆ 2016 NV1500
- ◆ 2016 NV1500
- ◆ 2017 Nissan NV 2500 Cargo Van
- ◆ 2017 Toyota Tundra
- ◆ 2018 F150
- ◆ 2018 F150 Lariat
- ◆ 2018 Nissan NV2500
- ◆ 2018 NV2500
- ◆ 2018 Transit 105"
- ◆ 2018 Transit Connect 121"
- ◆ 2019 F250 Crew Cab 4x4
- ◆ 2019 F250 Crew Cab 4x4
- ◆ 2019 Nissan NV 2500 Cargo Van
- ◆ 2019 Nissan NV 2500 Cargo Van
- ◆ 2019 NV2500
- ◆ 2020 F150 Raptor
- ◆ 2020 Transit (Big Van)
- ◆ 2021 F150 Diesel
- ◆ 2023 F150
- ◆ 2023 F150
- ◆ 2023 F150 Raptor

Anti-Human Trafficking Affidavit

In compliance with Fla. Stat. § 787.06(13), this affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Hernando County or any of its subordinate units (the “Governmental Entity”).

1. My name is Dean Kenyon and I am over eighteen years of age. The following information is given from my own personal knowledge.
2. I am an officer or representative with Kenyon & Partners, Inc., a non-governmental entity (the “Nongovernmental Entity”). I am authorized to provide this affidavit on behalf of Nongovernmental Entity.
3. Neither Nongovernmental Entity, nor any of its subsidiaries or affiliates, uses *coercion for labor* or *services*, as such italicized terms are defined in Fla. Stat. § 787.06, as it may be amended from time to time.
4. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Governmental Entity and no contracts may be executed, renewed, or extended between the parties.
5. This declaration is made pursuant to Fla, Stat. § 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties.


Under penalties of perjury, I Dean Kenyon, declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

Kenyon & Partners, Inc.
Name of Nongovernmental Entity

Dean Kenyon
Printed Name of Affiant

President
Title of Affiant


Signature of Affiant

11/13/24
Date



**HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS
2024 HOLIDAY SCHEDULE**

New Year's Day	Monday, January 1
Martin Luther King, Jr., Day	Monday, January 15
Memorial Day	Monday, May 27
Independence Day	Thursday, July 4
Labor Day	Monday, September 2
Veterans Day	Monday, November 11
Thanksgiving Day	Thursday, November 28
Day after Thanksgiving	Friday, November 29
Christmas Eve	Tuesday, December 24
Christmas Day	Wednesday, December 25