

## SOLICITATION - OFFER - AWARD


SOLICITATION NO: <b>25-TSS01002/JC</b>	SOLICITATION TITLE: <b>Lab Equipment and Supplies – HACH Company</b>	DATE ISSUED: <b>April 9, 2025</b>	CONTRACT NO: <b>25-TSS01002/JC</b>
ISSUED BY: <b>BOARD OF COUNTY COMMISSIONERS HERNANDO COUNTY, FLORIDA Brian Hawkins, Chair Jerry Campbell, Vice Chair John Allocco, Second Vice Chair Steve Champion Ryan Amsler</b>		SUBMIT BID OFFER TO: <b>HERNANDO COUNTY PROCUREMENT DEPARTMENT 15470 FLIGHT PATH DRIVE BROOKSVILLE, FL 34604 Carla Rossiter-Smith Chief Procurement Officer</b>	

### 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: <a href="http://secure.procurenow.com/portal/hermandocounty">http://secure.procurenow.com/portal/hermandocounty</a> , ON <b>MAY 29, 2025</b> . NO BID OFFERS WILL BE ACCEPTED AFTER THE ABOVE STIPULATED DATE AND TIME. THIS IS AN ADVERTISED SOLICITATION AND THE RESPONDING BIDDERS WILL BE PUBLICLY READ IN THE PURCHASING AND CONTRACTS CONFERENCE ROOM AT <b>10:00 A.M. ON MAY 29, 2025</b> . 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 <b>Lab Equipment and Supplies – HACH Company</b> , as described in the specifications.  (SEE ATTACHED SPECIFICATIONS)	X	XXXXX	XXXXXXXXXX	\$ <u>\$150,000</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 <u>Ninety (90) DAYS</u> 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: <u>N/A</u> % 10 CALENDAR DAYS <u>N/A</u> % 20 CALENDAR DAYS <u>N/A</u> % <u>N/A</u> CALENDAR DAYS					
BIDDER'S INFORMATION			NAME AND TITLE OF PERSON AUTHORIZED TO SIGN BID OFFER:		
Hach Company Company Name 5600 Lindbergh Dr Address Loveland CO 80538 City State Zip Code 800-227-4224 970-669-2932 bids@hach.com Phone Number Fax Number Email Address			BIDDER'S SIGNATURE  Print Name: Chad Spraker Title: Project Bids Manager		OFFER DATE <b>6/3/25</b>

### AWARD

(TO BE COMPLETED BY COUNTY)

REVIEWED FOR LEGAL SUFFICIENCY: February 20, 2025	LR NO.: 2025-102-1	BY: Melissa Tartaglia
ACCEPTED AS TO ITEM(S) NO:	AMOUNT:	ACCOUNTING CODE:
SUBMIT INVOICES TO: <b>Hernando County Utilities Department 15400 Wiscon Rd. Brooksville, FL 34601</b>		NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ACCEPTANCE AND AWARD FOR THE COUNTY:  SIGNATURE: Brian Hawkins, Chair AWARD DATE:

# LAB EQUIPMENT AND SUPPLIES - HACH COMPANY

25-TSS01002/JC

County of Hernando  
15470 Flight Path Drive  
Brooksville, FL 34604



County of Hernando  
Lab Equipment and Supplies - Hach Company

I.	INTRODUCTION.....
II.	AWARD .....
III.	DEFINITIONS .....
IV.	CONTRACT PERIOD .....
V.	GENERAL CONDITIONS.....
VI.	INSURANCE REQUIREMENTS.....
VII.	SPECIAL CONDITIONS.....
VIII.	SCOPE OF WORK.....
IX.	PRICING PROPOSAL.....
X.	VENDOR QUESTIONNAIRE .....

Attachments:

A - 2025 Holiday Schedule

## 1. INTRODUCTION

### 1.1. Summary

Laboratory supplies and equipment for use by the Hernando County Utilities Department.

### 1.2. Background

Hernando County was established in 1843 and named in honor of Spanish explorer Hernando de Soto. Now known as [Florida's Adventure Coast](#), our freshwater rivers and springs, state forests and preserves and Gulf waters provide opportunities for many [land](#) and [water adventures](#) for residents and tourists.

Our county is the geographic center of the state and is located on the central-west coast of Florida. Businesses are drawn to this location because of our affordability, accessibility, and abundant space to relocate or expand. It's a place where community and commerce thrive. These are just some of the reasons [why Hernando](#) is a great place to start or grow a business.

#### **ISSUED BY:**

BOARD OF COUNTY COMMISSIONERS

HERNANDO COUNTY, FLORIDA

Brian Hawkins, Chairman

Jerry Campbell, Vice Chairman

John Allocco, Second Vice Chairman

Steve Champion

Ryan Amsler

#### **SUBMIT BID OFFER TO:**

HERNANDO COUNTY

PROCUREMENT

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

Carla Rossiter-Smith

Chief Procurement Officer

### 1.3. Contact Information

**Julie Crull**

Contracting Agent

Email: [jcrull@co.hernando.fl.us](mailto:jcrull@co.hernando.fl.us)

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

**Department:**

Utilities

**Department Head:**

Gordon Onderdonk

Utilities Director

**1.4. Timeline**

<b>Release Project Date</b>	April 9, 2025
<b>Bid Submission Deadline</b>	April 16, 2025, 10:00am

## **2. AWARD**

UPON AWARD, PLEASE SUBMIT INVOICES TO:

Hernando County

Utilities Department

15365 Cortez Blvd.

Brooksville, FL 34613

### **3. DEFINITIONS**

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

#### **3.1. 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.

#### **3.2. CONTRACT**

The Agreement executed by the Owner and Vendor/Contractor for the performance of work and the other documents (plans, specifications, notice to Bidders, proposal, surety bonds, addenda, and other documents) whether attached thereto or not.

#### **3.3. COUNTY**

Hernando County Board of County Commissioners, its officers, employees, agents, and volunteers.

#### **3.4. FLORIDA STATUTES**

All references to Florida Statutes or F.S. shall mean the version in effect at the time the contract is signed.

#### **3.5. 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.

#### **3.6. OWNER**

Hernando County Board of County Commissioners (County).

#### **3.7. VENDOR/CONTRACTOR**

The Bidder awarded a contract by the County for the furnishing of goods or services.

#### 4. 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 effective from 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.
- 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.



## 5. GENERAL CONDITIONS

### 5.1. 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.**

### 5.2. HOURS

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

### 5.3. WARRANTIES

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

### 5.4. 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.

### 5.5. 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 regarding a Hernando County previously awarded contract.

### 5.6. MINOR INFORMALITIES AND IRREGULARITIES

Hernando County has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a Bidder with the bid for Hernando County to properly evaluate the bid, Hernando County has the 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.

### 5.7. 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.

### 5.8. NON-PERFORMANCE

- A. Time is of the essence in this Contract and failure to deliver the services specified within the time period required shall be considered a default.
- B. 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.

#### **5.9. 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.

#### **5.10. 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, Florida Statutes, 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.

#### **5.11. 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.

#### **5.12. 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.

#### **5.13. 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.

#### 5.14. 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).

#### 5.15. 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.

#### 5.16. 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, regardless of 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.

#### 5.17. TERMINATION

A. Termination for Default:

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

#### 5.18. FISCAL NON-FUNDING

In the event sufficient budgeted funds are not available for a new fiscal period, the County will 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.

#### 5.19. 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.

#### 5.20. INTERIM EXTENSION OF PERFORMANCE

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

### **5.21. COMPETENCY OF BIDDERS**

The County reserves the right to make such investigations as they may deem necessary to establish the competency and financial ability of any 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.

### **5.22. MAINTENANCE OF RECORDS**

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

**IF THE VENDOR/CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, 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, WITH AN OFFICE LOCATED AT 15470 FLIGHT PATH DRIVE, BROOKSVILLE, FL 34604.**

Per Florida Statute 20.055(5), 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.

### 5.23. PAYMENT

- A. Payment for services/products 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, Utilities Department, 15400 Wiscon Rd., Brooksville, FL 34601 or [bbatten@co.hernando.fl.us](mailto:bbatten@co.hernando.fl.us).
- B. Each invoice shall give a detailed breakdown of the services provided.
- C. The Vendor/Contractor may invoice the County after each work order is complete. Invoice shall reference and be based upon the quantity report received after project completion.
- D. Payment will be made in no less than forty-five (45) days, per Florida Statute 218.74 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.

### 5.24. CONFLICT OF INTEREST

- A. Conflict of Interest of Officers or Employees of the Contracting Entity/Local Jurisdiction, Members of the Local Governing Body, or Other Elected Officials: No member or employee of the contracting entity/local jurisdiction or its designees or agents; no member of the governing body; and no other public official of Hernando County who exercises any function or responsibility with respect to this contract, during their tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Vendor/Contractor shall cause to be incorporated in all subcontracts, the language set forth in this paragraph prohibiting conflict of interest.
- B. Employee Conflict of Interest: It shall be unethical for any Hernando County employee to participate directly or indirectly in a procurement contract when Hernando County employee knows that:
  - 1. Hernando County employee or any member of Hernando County employee's immediate family has a financial interest in the procurement contract; or



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

#### 5.25. GRATUITIES AND KICKBACKS

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

#### 5.26. E-VERIFY

- A. Vendor/Contractor is advised that the County has entered into an agreement with U.S. Immigration and Customs Enforcement (ICE) wherein the County will, in part, seek to promote the principles of ethical business conduct, prevent the knowing hiring of unauthorized workers through self-governance, and encourage voluntary reporting of the discovery of unauthorized workers to ICE (the IMAGE Agreement). Accordingly, by submitting your bid, Vendor/Contractor represents and warrants (a) that the Vendor/Contractor is in compliance with all applicable Federal, State and local laws, including, but not limited to, the laws related to the requirement of an employer to verify an employee's eligibility to work in the United States, (b) that all of the

Vendor/Contractor employees are legally eligible to work in the United States, and (c) that the Vendor/Contractor has actively and affirmatively verified such eligibility utilizing the Federal Government's Employment Verification Eligibility Form (I-9 Form).

- B. A mere allegation of Vendor/Contractor's intent to use and/or current use of unauthorized workers may not be a basis to delay the County's award of a contract to the Vendor/Contractor unless such an allegation has been determined to be factual by Immigration and Customs Enforcement (ICE) pursuant to an investigation conducted by ICE prior to the date the contract is scheduled to be awarded by the County.
- C. Legitimate claims of the Vendor/Contractor's use of unauthorized workers must be reported to both of the following agencies:
  - 1. The County's 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.

#### 5.27. [SCRUTINIZED COMPANIES PURSUANT TO FLORIDA STATUTE 287.135 AND 215.473](#)

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

## 5.28. MINIMUM WAGE RATES

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

## 5.29. RESPONSIVE/RESPONSIBLE

A. At the time of submitting a bid response, the County requires that the **Bidder be properly licensed and registered to do business in the State of Florida in accordance with applicable Florida Statutes (F.S.)**. Bid responses that fail to provide the required forms listed in these bid documents may be rejected as non-responsive. **Bidders whose responses, past performance, or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of the bid may be rejected as non-responsible**. The County reserves the sole right to determine which responses meet the requirements of this solicitation, and which Bidders are responsive and responsible. The County reserves the sole right before awarding the bid, to require a Bidder to submit such evidence of their qualifications as it may deem necessary and may consider any evidence available to it of the financial, technical, and other qualifications and abilities of a Bidder to perform the work in a satisfactory manner and within the time specified. The Bidder is assumed to be familiar with all Federal, State, or local laws, ordinances, rules, and regulations that in any manner affect the work, and to abide thereby if awarded the bid/contract. Ignorance of legal requirements on the part of the Bidder/Vendor/Contractor will in no way relieve their responsibility.

B. Bidders/Proposers are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the County or the County's Board will not request documentation of or consider a Bidder's/Proposer's social, political, or ideological interests when determining if the Bidder/Proposer is responsible and may not give preference to a Bidder/Proposer based on the Bidder's/Proposer's social, political, or ideological interests.

## 5.30. 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 Owner and Vendor/Contractor, unless Owner or Vendor/Contractor invoke the dispute resolution procedure set forth in Section titled "DISPUTE RESOLUTION" within thirty (30) days of such action or denial.

#### **5.31. DISPUTE RESOLUTION**

- A. Owner and Vendor/Contractor may mutually request mediation of any claim submitted to the Owner for a decision before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the effective date of the agreement. The request for mediation shall be submitted in writing to the American Arbitration Association. Timely submission of the request shall stay the effect.
- B. Owner and Vendor/Contractor shall participate in the mediation process in good faith. The process shall be concluded within sixty (60) days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

- 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, Owner 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.

#### **5.32. CONFLICTING TERMS WITH SCOPE OF WORK**

In the event of a conflict between the terms of the contract (including any and all attachments thereto, excluding the Scope of Work, and any amendments thereof) and any of the terms of Scope of Work, the terms of the Contract (including any and all attachments thereto, excluding Scope of Work, and any amendments thereof) shall control.

#### **5.33. FOREIGN COUNTRIES OF CONCERN:**

Pursuant to 287.138 F.S., effective July 1, 2023, the County may not enter into contracts which grants the Vendor/Contractor access to personal identifiable information if: a) the Contractor is owned by the government of a Foreign Country of Concern (as defined by the statute); (b) the government of a Foreign Country of Concern has a controlling interest in the entity; or (c) the Contractor is organized under the law of or has its principal place of business in a Foreign Country of Concern.

Bidders/Proposers must provide a response to the section titled VENDOR QUESTIONNAIRE, Foreign Countries of Concern included in this solicitation.

Beginning July 1, 2025, a governmental entity is prohibited from extending or renewing a contract with an entity meeting the requirements of (a), (b) or (c) above, if the contract would give such entity access to an individual's personal identifying information.

## 6. INSURANCE REQUIREMENTS

### 6.1. INDEMNITY AND SAFETY PROVISIONS

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

### 6.2. MINIMUM INSURANCE REQUIREMENTS

- A. 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.

### 6.3. WORKERS' COMPENSATION

As required by law:

- A. State.....Statutory
- B. APPLICABLE FEDERAL.....Statutory
- C. EMPLOYER'S LIABILITY.....Minimum:
  - 1. \$100,000.00 each accident

2. \$100,000.00 by employee
  3. \$500,000.00 policy limit
- D. Exemption per Florida Statute 440: If a Vendor/Contractor has less than three (3) employees and states that they are exempt per Florida Statute 440, they must provide an exemption certificate from the State of Florida. Otherwise, they will be required to purchase Workers' Compensation Insurance and provide a copy of Workers Compensation Insurance.
- <https://www.myfloridacfo.com/Division/WC/Employer/Exemptions/>

#### 6.4. 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:
1. EACH OCCURRENCE.....\$1,000,000.00
  2. GENERAL AGGREGATE .....\$2,000,000.00
  3. PERSONAL/ADVERTISING INJURY.....\$1,000,000.00
  4. 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:
1. FIRE DAMAGE (Any one (1) fire.....\$50,000.00
  2. MEDICAL EXPENSE (Any one (1) person)..... \$5,000.00

#### 6.5. 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:
1. BODILY INJURY (Per Person)..... \$1,000,000.00
  2. BODILY INJURY (Per Accident)..... \$1,000,000.00
  3. PROPERTY DAMAGE.....\$1,000,000.00

#### 6.6. CYBER LIABILITY TECHNOLOGY/DATA SECURITY

CYBER LIABILITY TECHNOLOGY: including Errors and Omissions with minimum limits of \$3,000,000.00 per occurrence, Prior to performing services, Contractor will provide to the owner a certificate of



insurance including Cyber Security Insurance Coverage in the event of data breach. Failure to provide said certificate or failure to maintain said Cyber Security Insurance Vendor/Contractor shall provide to the owner a certificate of insurance including Cyber Security Insurance coverage in the event of a data breach. Failure to provide said certificate or failure to maintain said Cyber Security Insurance during Agreement's term shall constitute a material breach of the Agreement.

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

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

#### **6.7. 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.

#### **6.8. 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.

#### **6.9. SUBCONTRACTORS (If applicable)**

All subcontractors hired by said Vendor/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.

#### **6.10. RIGHT TO REVISE OR REJECT**

County reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, County reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operating legally.

**6.11. EACH INSURANCE POLICY SHALL INCLUDE THE FOLLOWING CONDITIONS BY ENDORSEMENT TO THE POLICY**

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:

**BOARD OF COUNTY COMMISSIONERS**

**OF HERNANDO COUNTY, FLORIDA**

**ATTN: RISK DEPARTMENT**

**15470 FLIGHT PATH DR**

**BROOKSVILLE, FL 34604-6823**

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

## 7. SPECIAL CONDITIONS

### 7.1. F.O.B. POINT:

The free-on-board (F.O.B.) point shall be installed at the location(s) specified herein. At the sole discretion of the County, bids showing other than F.O.B. Destination will not be accepted and are subject to rejection. The Bidders bid shall include all costs of packaging, transporting, delivery and unloading (THIS INCLUDES INSIDE DELIVERY IF REQUESTED) to designated point within the County.

### 7.2. DELIVERY

Delivery is requested by date specified on the purchase order. Failure to deliver within the time stated shall be cause for cancellation of the contract with all applicable remedies available to the County under State law. Bids submitted which fail to meet this requirement shall be cause for rejection.

### 7.3. PERFORMANCE

- A. Timely performance is of the essence in the award of this Invitation for Bids. Performance shall be no later than seven (7) calendar days from receipt of the purchase order. Bids that fail to meet this requirement shall be rejected.
- B. Failure of the awarded Vendor/Contractor to meet this performance requirement may result in default, immediate cancellation of the Lab Equipment and Supplies - Hach Company order or contract, and all other applicable remedies available to the County under State law.
- C. It is hereby understood and mutually agreed to by and between parties hereto that the time of performance is an essential condition of this contract.
- D. If said Vendor/Contractor shall neglect, fail or refuse to provide the services within the time herein specified, then said Vendor/Contractor does hereby agree as part of the consideration for the awarding of this contract, to pay the County the sum extended by the County to contract for like services approved by the Procurement Department for the period from the required scheduled commencement date until performance of services covered in the Invitation to Bid is completed.
- E. The Vendor/Contractor shall, within five (5) calendar days from the beginning of such delay, notify the Chief Procurement Officer in writing of the cause(s) of the delay.

### 7.4. AS SPECIFIED:

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

#### 7.5. WARRANTY

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

#### 7.6. PALLETIZE

Shipment(s) must be palletized. Pallets are available for exchange at the time of delivery, if requested prior to delivery by Vendor/Contractor.

#### 7.7. PRICING

The County requires a firm fixed price for the entire contract period. Invoices will be reviewed to confirm compliance with bid pricing. Failure to hold prices firm shall be grounds for immediate termination of the contract.

#### 7.8. PRICE LISTS

The price of some or all items on this bid will be based upon either a discount from or mark up to a price list(s). Bidders must submit one (1) electronic copy price list with their bid. Any subsequent revisions shall be submitted in the same format. Upon award of the bid, Vendor/Contractor shall provide one (1) copy of the approved price list(s) for distribution to County divisions. All price list revisions and any changes to discounts/markups, if permitted by the contract, shall be submitted to the County for review and approval no less than thirty (30) days prior to the requested implementation date. Changes shall become effective only upon written approval of the County.

#### 7.9. MARKET CONDITIONS:

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

#### 7.10. METHOD OF ORDERING:

The County will issue purchase orders against the contract on an as-needed-basis for the supplies or services listed on the Bid Form.

#### 7.11. REQUIREMENTS CONTRACT:

This is a requirements contract and the County shall order from the Vendor/Contractor all of the supplies and/or services specified in the contract's price schedule that are required to be purchased by the County, except as otherwise provided herein. If the County urgently requires delivery of goods or services before the earliest date that delivery may be required under this contract, and if the Vendor/Contractor will not accept an order providing for accelerated delivery, the County may acquire

the goods or services from another source. Except as this contract may otherwise provide, if the County's requirements do not result in orders in the quantities described as "estimated" in the contract's price schedule, that fact shall not constitute the basis for an equitable adjustment.

#### **7.12. ESTIMATED QUANTITIES:**

Hernando County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the Bid Form attached to these bid documents. It is understood by all Bidder's that these are only estimated quantities and the County is not obligated to purchase any minimum or maximum amount during the life of this contract. The contract resulting from this solicitation shall be non-exclusive and the County may procure the goods or services covered by the contract from other sources at its discretion.

#### **7.13. ADDITIONAL ITEMS:**

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

#### **7.14. SAMPLES/DEMONSTRATIONS:**

Samples of any product for demonstration shall be furnished upon request for a quality test or comparison without cost to the County.

#### **7.15. EQUIPMENT LIST:**

Each Bidder shall submit with the bid a listing of all equipment the Bidder will use in the performance of this contract, including (as applicable) rolling stock, loaders, tractors, mowers, and any other specified equipment. The Vendor/Contractor is also required to indicate which equipment is company-owned. Failure to submit said equipment list may render Bidder's response non-responsive.

#### **7.16. MATERIAL SAFETY DATA SHEETS:**

In accordance with Florida Emergency Planning and Community Right-to-Know Act, Chapter 252, Part II, Florida Statutes, it is the seller's duty to advise Hernando County if a product is a listed toxic substance and to provide a Material Safety Data Sheet (MSDS) at the time of delivery. Vendor/Contractors must comply with this procedure along with the Federal Emergency Planning and Community Right-to-Know Act (42 U.S.C. Ch 116) and the Federal Hazard Communications Standards (29CFR sec.1910.1200) all other applicable laws.

## 8. SCOPE OF WORK

### SCOPE AND SPECIFICATIONS

#### 8.1. SCOPE OF WORK:

The Vendor will provide electronic catalog hosting and management services to enable eligible County requisitioners to access a central online website to view and/or shop the goods and services available from current Hach Company product pricing, as listed on the Hach Website [www.Hach.com](http://www.Hach.com). County requisitioners will utilize any offered security measures, such as Multi Factor Authentication when accessing the catalog. The County will perform quarterly access audits to remove any users who no longer need access. Discounts for the products below will be according to Section 10. Pricing Proposal. The central online website is referred to as the Hach: Water Quality Testing and Analytical Instruments: <https://www.hach.com/Hach> The County will have visibility in the online ordering system, as the official page is maintained and updated by the vendor daily basis.

- A. Hach Process Instruments (Incl. Probes, Electrodes, Sensors, Analyzers)
- B. Hach Chemistries, Reagents, Solutions, & Consumables for process and lab
- C. Hach Laboratory Instruments, test kits, and handheld meters
- D. Hach Lab Resale & Micro product lines
- E. Hach Sigma Samplers and accessories. Always contact local sales manager for sampler quotes
- F. Hach EZ Series instruments (Applitek)
- G. Hach EZ Series Chemistries (\*Except for some series which are only 3rd Party chem)
- H. Hach Biotector (TOC | TN | TP) analyzer for drinking or wastewater applications
- I. Biotector TOC Instruments (includes Documentation, Hardware & Software)
- J. Hach Service Parts and Repairs on Equipment

#### 8.2. LOCATION OF THE WORK/DELIVERY:

The work to be performed or delivered under this contract will be performed at or delivered to 15400 Wiscon Rd. Brooksville, FL 34601, in Hernando County, Florida.

## 9. PRICING PROPOSAL

ITB NO.25-TSS01002/JC. - Lab Equipment and Supplies - Hach Company

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.

### BID TABLE

Line Item	Description	Percentage	Percentage
<b>HACH PRODUCT SEGMENT - Discount Off Current Price List</b>			
1	Hach Process Instruments (Incl. Probes, Electrodes, Sensors, Analyzers)	Percentage	0%
2	Hach Chemistries, Reagents, Solutions, & Consumables for process and lab	Percentage	0%
3	Hach Laboratory Instruments, test kits, and handheld meters	Percentage	0%
4	Hach Lab Resale & Micro product lines	Percentage	0%
5	Hach Sigma Samplers and accessories. Always contact local sales manager for sampler quotes	Percentage	0%
6	Hach EZ Series instruments (Applitek)	Percentage	0%
7	Hach EZ Series Chemistries (*Except for some series which are only 3rd Party chem)	Percentage	0%
8	Hach Biotector (TOC   TN   TP) analyzer for drinking or wastewater applications	Percentage	0%
9	Biotector TOC Instruments (includes Documentation, Hardware & Software)	Percentage	0%
10	Hach Service Parts and Repairs	Percentage	0%





**FACILITIES LOCATION ADDRESSES & DESCRIPTION**

Hach Company Corporate Office  
5600 Lindbergh Dr Loveland CO 80538

Hach Company Warehouse and shipping facility  
100 Dayton Ave, Ames IA 50010

Hach Company Warehouse and shipping facility  
1150 Airport Road Romeoville IL 60446

<u>Hach Company</u>	<u>Don Whiting Regional Sales Manager</u>
BIDDER'S COMPANY NAME	CONTACT PERSON (Name) (Title)
<u>5600 Lindbergh Dr</u>	<u>800-227-4224</u>
MAILING ADDRESS	TELEPHONE NO. – FAX NO.
<u>Loveland CO 80538</u>	<u>dwhiting@hach.com</u>
CITY, STATE AND ZIP CODE	EMAIL ADDRESS

**This document must be completed and returned with your submittal.**

### 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 Chad Spraker 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 Hach Company, 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 Chad Spraker, declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

Hach Company

Name of Nongovernmental Entity

Chad Spraker

Printed Name of Affiant

Project Bid Manager

Title of Affiant



Signature of Affiant

5/30/25

Date



## PROCUREMENT DEPARTMENT

15470 FLIGHT PATH DRIVE ♦ BROOKSVILLE, FLORIDA 34604  
P 352.754.4020 ♦ F 352.754.4199 ♦ W [www.HernandoCounty.us](http://www.HernandoCounty.us)

# ADDENDUM NO. ONE (1)

TO  
THE CONTRACT DOCUMENTS  
FOR THE  
**LAB EQUIPMENT AND SUPPLIES – HACH COMPANY**  
IN  
HERNANDO COUNTY, FLORIDA  
**SOLICITATION NO. 25-TSS01002/JC**

Bidders are required to acknowledge receipt of this Addendum via OpenGov prior to the time of the Bid Opening.

The following changes, additions and/or deletions are hereby made a part of the Contract Documents for the above-referenced Solicitation as fully and completely as if the same were fully set forth therein:

### A. CLARIFICATIONS

1. OVERVIEW Section of the Solicitation is updated as follows:

#### Timeline

Release Project Date: April 9, 2025  
Bid Submission Deadline: April 16 ~~23~~, 2025, 10:00am

2. Section 1, INTRODUCTION, Subsection 1.4 Timeline, of the Solicitation is updated as follows:

#### 1.4. Timeline

Release Project Date: April 9, 2025  
Bid Submission Deadline: April 16 ~~23~~, 2025, 10:00am

**BOARD OF COUNTY COMMISSIONERS  
OF HERNANDO COUNTY, FLORIDA**

Procurement  
Manager

For: Carla Rossiter-Smith, MSM PMP GMP  
Chief Procurement Officer



**ADDENDUM NO. TWO (2)**  
TO  
THE CONTRACT DOCUMENTS  
FOR THE  
**LAB EQUIPMENT AND SUPPLIES – HACH COMPANY**  
IN  
HERNANDO COUNTY, FLORIDA  
**SOLICITATION NO. 25-TSS01002/JC**

Bidders are required to acknowledge receipt of this Addendum via OpenGov prior to the time of the Bid Opening.

The following changes, additions and/or deletions are hereby made a part of the Contract Documents for the above-referenced Solicitation as fully and completely as if the same were fully set forth therein:

**A. CLARIFICATIONS**

1. OVERVIEW Section updated as follows:

**Timeline**

Release Project Date: April 9, 2025  
Bid Submission Deadline: ~~April 23~~ **May 7**, 2025, 10:00am

2. INTRODUCTION, Section 1, Subsection 1.4 Timeline, updated as follows:

**1.4. Timeline**

Release Project Date: April 9, 2025  
Bid Submission Deadline: ~~April 23~~ **May 7**, 2025, 10:00am

3. The following Subsection, 7.8 PRICE ADJUSTMENT, has been added to Solicitation Section 7, SPECIAL CONDITIONS. Subsequent subsections have been renumbered accordingly.

**7.8 PRICE ADJUSTMENT:**

Written request for price adjustments may be made every twelve (12) months, no less than thirty (30) days prior to the requested effective date. Any increased price adjustment(s) must be accompanied by written justification attesting that the request is a bonafide cost increase to the Vendor/Contractor. The base period for any requested adjustment shall be the beginning of the latest period during which an adjustment may have been made. All requests for price adjustment(s) shall be supported by Consumer Price Index and/or Producer Price Index documentation supporting the requested increase. All price adjustments must be accepted by the Chief Procurement Officer and shall be accomplished by written amendment to this contract.



## PROCUREMENT DEPARTMENT

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### BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA

*Cathy Tefft*

Procurement  
Manager

For: Carla Rossiter-Smith, MSM PMP GMP  
Chief Procurement Officer





## PROCUREMENT DEPARTMENT

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# **ADDENDUM NO. THREE (3)**

TO  
THE CONTRACT DOCUMENTS  
FOR THE  
**LAB EQUIPMENT AND SUPPLIES – HACH COMPANY**  
IN  
HERNANDO COUNTY, FLORIDA  
**SOLICITATION NO. 25-TSS01002/JC**

Bidders are required to acknowledge receipt of this Addendum via OpenGov prior to the time of the Bid Opening.

The following changes, additions and/or deletions are hereby made a part of the Contract Documents for the above-referenced Solicitation as fully and completely as if the same were fully set forth therein:

### **A. CLARIFICATIONS**

1. OVERVIEW Section updated as follows:

#### **Timeline**

Release Project Date: April 9, 2025  
Bid Submission Deadline: May 7 ~~15~~, 2025, 10:00am

2. INTRODUCTION, Section 1, Subsection 1.4 Timeline, updated as follows:

#### **1.4. Timeline**

Release Project Date: April 9, 2025  
Bid Submission Deadline: May 7 ~~15~~, 2025, 10:00am

**BOARD OF COUNTY COMMISSIONERS  
OF HERNANDO COUNTY, FLORIDA**

 Procurement  
Manager

For: Carla Rossiter-Smith, MSM PMP GMP  
Chief Procurement Officer





## PROCUREMENT DEPARTMENT

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# ADDENDUM NO. FOUR (4)

TO  
THE CONTRACT DOCUMENTS  
FOR THE  
**LAB EQUIPMENT AND SUPPLIES – HACH COMPANY**  
IN  
HERNANDO COUNTY, FLORIDA  
**SOLICITATION NO. 25-TSS01002/JC**

Bidders are required to acknowledge receipt of this Addendum via OpenGov prior to the time of the Bid Opening.

The following changes, additions and/or deletions are hereby made a part of the Contract Documents for the above-referenced Solicitation as fully and completely as if the same were fully set forth therein:

### A. CLARIFICATIONS

1. OVERVIEW Section updated as follows:

#### Timeline

Release Project Date: April 9, 2025  
Bid Submission Deadline: May 45 ~~29~~, 2025, 10:00am

2. INTRODUCTION, Section 1, Subsection 1.4 Timeline, updated as follows:

#### 1.4. Timeline

Release Project Date: April 9, 2025  
Bid Submission Deadline: May 45 ~~29~~, 2025, 10:00am

**BOARD OF COUNTY COMMISSIONERS  
OF HERNANDO COUNTY, FLORIDA**

  
Procurement  
Manager  
For: Carla Rossiter-Smith, MSM PMP GMP  
Chief Procurement Officer



## PROCUREMENT DEPARTMENT

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# ADDENDUM NO. FIVE (5)

TO  
THE CONTRACT DOCUMENTS  
FOR THE  
**LAB EQUIPMENT AND SUPPLIES – HACH COMPANY**  
IN  
HERNANDO COUNTY, FLORIDA  
**SOLICITATION NO. 25-TSS01002/JC**

Bidders are required to acknowledge receipt of this Addendum via OpenGov prior to the time of the Bid Opening.

The following changes, additions and/or deletions are hereby made a part of the Contract Documents for the above-referenced Solicitation as fully and completely as if the same were fully set forth therein:

### A. CLARIFICATIONS

1. OVERVIEW Section updated as follows:

#### Timeline

Release Project Date: April 9, 2025  
Bid Submission Deadline: ~~May 29~~ June 9, 2025, 10:00am

2. INTRODUCTION, Section 1, Subsection 1.4 Timeline, updated as follows:

#### 1.4. Timeline

Release Project Date: April 9, 2025  
Bid Submission Deadline: ~~May 29~~ June 9, 2025, 10:00am

**BOARD OF COUNTY COMMISSIONERS  
OF HERNANDO COUNTY, FLORIDA**

*Cathy Tefft*

Cathy Tefft, CPPB,  
NIGP-CPP, FCCM

Procurement  
Manager

For: Carla Rossiter-Smith, MSM PMP GMP  
Chief Procurement Officer





## PROCUREMENT DEPARTMENT

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# ADDENDUM NO. SIX (6)

TO  
THE CONTRACT DOCUMENTS  
FOR THE  
**LAB EQUIPMENT AND SUPPLIES – HACH COMPANY**  
IN  
HERNANDO COUNTY, FLORIDA  
**SOLICITATION NO. 25-TSS01002/JC**

Bidders are required to acknowledge receipt of this Addendum via OpenGov prior to the time of the Bid Opening.

The following changes, additions and/or deletions are hereby made a part of the Contract Documents for the above-referenced Solicitation as fully and completely as if the same were fully set forth therein:

### A. CLARIFICATIONS

1. OVERVIEW Section updated as follows:

#### Timeline

Release Project Date: April 9, 2025  
Bid Submission Deadline: June 9 **13**, 2025, 10:00am

2. INTRODUCTION, Section 1, Subsection 1.4 Timeline, updated as follows:

#### 1.4. Timeline

Release Project Date: April 9, 2025  
Bid Submission Deadline: June 9 **13**, 2025, 10:00am

3. Section 7 Special Conditions, Subsections 7.2. and 7.3. are updated as follows:

#### 7.2. DELIVERY

- A. Vendor/Contractor shall make every reasonable effort to deliver the equipment within thirty (30) calendar days from the date of order placement. If the Vendor/Contractor is unable to fulfill this requirement, the Vendor/Contractor shall promptly, but no more than five (5) business days from the beginning of such delay, notify the County in writing, providing a revised estimated delivery date and a detailed explanation for the delay.

1. In such cases, the County reserves the right to:
  - a. accept the revised delivery schedule;
  - b. negotiate an alternative delivery arrangement; or



## PROCUREMENT DEPARTMENT

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- c. cancel the order without penalty or further obligation, if timely delivery is deemed essential.
- B. Repeated or unjustified delays may be considered a material breach of contract and subject to applicable remedies, including termination. ~~Delivery is requested by date specified on the purchase order.~~ Failure to deliver within the time stated shall be cause for cancellation of the contract with all applicable remedies available to the County under State law. Bids submitted which fail to meet this requirement shall be cause for rejection.

### 7.3. PERFORMANCE

- A. Timely performance is of the essence in the award of this Invitation for Bids. ~~Performance shall be no later than seven (7) calendar days from receipt of the purchase order.~~ Bids that fail to meet this requirement shall be rejected.
  - B. Failure of the awarded Vendor/Contractor to meet this performance requirement may result in default, immediate cancellation of the Lab Equipment and Supplies - Hach Company order or contract, and all other applicable remedies available to the County under State law.
  - C. It is hereby understood and mutually agreed to by and between parties hereto that the time of performance is an essential condition of this contract.
  - D. If said Vendor/Contractor shall neglect, fail or refuse to provide the services within the time herein specified, then said Vendor/Contractor does hereby agree as part of the consideration for the awarding of this contract, to pay the County the sum extended by the County to contract for like services approved by the Procurement Department for the period from the required scheduled commencement date until performance of services covered in the Invitation to Bid is completed.
  - E. ~~The Vendor/Contractor shall, within five (5) calendar days from the beginning of such delay, notify the Chief Procurement Officer in writing of the cause(s) of the delay.~~
- 4. Section 11 Vendor Questionnaire, Question 5.2. **REMOVE** downloadable document titled *Solicitation-Offer-Award 25-TSS01002 Lab Equipment and Supplies – HACH Company* and **REPLACE** with downloadable document titled *Revised Solicitation-Offer-Award 25-TSS01002 Lab Equipment and Supplies – HACH Company*.
  - 5. Attached document titled *Contract Addendum to County of Hernando Lab Equipment and Supplies – Hach Company 25-TSS01002/JC* is added to Section 11 Attachments.

### BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA

*Cathy Tefft*

Procurement  
Manager

For: Carla Rossiter-Smith, MSM PMP GMP  
Chief Procurement Officer

**Contract Addendum to County of Hernando  
Lab Equipment and Supplies – Hach Company 25-TSS01002/JC**

**Parties:** County of Hernando (“Customer”)  
Hach (“Supplier”)

**Date:** 6/3/2025

**Recitals:** Customer and Supplier are entering into a contract for the Project and, for convenience, are using Customer’s standard contract forms (“Customer’s Base Contract”) for the purchase of Supplier’s goods and/or services (“Goods” and/or “Services”). This Addendum is intended to provide reasonable revisions to Customer’s Base Contract to enable the parties to enter a contract for the Project without prolonged or complex negotiations over terms and conditions. Accordingly, the parties incorporate this Addendum into the Customer’s Base Contract and make it an integral part thereof, taking precedence over any contrary or related terms or conditions that may be contained therein, in any purchase orders, or in any other writings, addenda or exhibits constituting part of the agreement between the parties (collectively, the “Agreement”).

**Revisions:** Notwithstanding anything to the contrary contained in the Agreement, the following provisions and rules of construction apply:

- 1. Services.** The Services shall be limited to those services specifically described herein. For the avoidance of doubt, and without limitation, Supplier has no responsibility for the supervision or actions of Customer’s employees or contractors or for non-Supplier items (e.g., chemicals or equipment) and disclaims all liability and responsibility for any loss or damage that may be suffered as a result of such actions or items, or any other actions or items not under Supplier’s control.
- 2. Indemnification.** Any and all indemnification obligations imposed upon Supplier are limited to the extent of those damages proportionately caused by Supplier’s breach of the Agreement, negligence, wrongful conduct, or violations of law. In no case is Supplier liable for any damages caused by negligence, misuse or misapplication of goods by others. For non-government customers, Supplier’s indemnification obligations are provided on the condition that Customer defends, indemnifies and holds harmless Supplier against those damages to the extent proportionately caused by misuse or misapplication of goods, negligence, wrongful conduct, or violations of law by the Customer, its affiliates, or those in privity with them.
- 3. Limitation on Liability.** THE TOTAL LIABILITY OF SUPPLIER AND ITS SUBSIDIARIES, AFFILIATES, EMPLOYEES, DIRECTORS, OFFICERS AND AGENTS ARISING OUT OF PERFORMANCE, NONPERFORMANCE, OR OBLIGATIONS IN CONNECTION WITH THE DESIGN, MANUFACTURE, SALE, DELIVERY, AND/OR USE OF GOODS AND/OR SERVICES IN NO CIRCUMSTANCE INCLUDES ANY LIQUIDATED, PENALTY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, NOR EXCEED THE TOTAL AMOUNT OF COMPENSATION ACTUALLY PAID TO SUPPLIER UNDER THE AGREEMENT, EXCEPT ONLY IN THE CASE OF DAMAGES ARISING DUE TO SUPPLIER’S WILLFUL MISCONDUCT.
- 4. Warranty.** Supplier warrants the Goods in accordance with its then-current standard warranty covering the specific Goods ordered, generally under which Supplier warrants to the Customer that during the period ending 18 months after the delivery date or 12 months after the start-up date. Start-up date is specific only to start-up services provided for Hach process instrumentation in which a Hach Service Representative is on site to start-up the analyzer or other instrumentation, and this does not apply when equipment is solely being delivered. Goods which are manufactured by Supplier will be free from defects in material and workmanship and will function in accordance with the specifications specified in any quotation. If Supplier breaches this warranty and the Customer notifies Supplier of such breach within 30 days of the end of the applicable warranty period, Supplier will, at its option, either replace or repair the nonconforming Goods, or re-perform any nonconforming Services, or refund the amounts paid by Customer to Supplier for the nonconforming Goods and/or Services. SUPPLIER’S WARRANTY CONTAINS THE EXCLUSIVE REMEDIES FOR ANY BREACH OF WARRANTY. SUPPLIER EXPRESSLY DISCLAIMS ANY REMEDIES OF “COVER” AND ANY WARRANTIES IMPLIED BY LAW, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 5. Intellectual Property; Information Technology; Privacy.** Supplier retains all rights in and to any intellectual property and confidential information created or procured by it or its representatives at any time, and Customer receives licenses to use such intellectual property and information only to the extent provided by implied license under applicable law. No Customer information technology requirements apply, except the extent such requirements specifically apply to equipment being sold to Customer. To help ensure mutual compliance with applicable privacy laws, Customer will not provide to or

share with Company any personal data or personally identifiable information.

**6. Performance Guarantees.** All product warranties and performance guarantees shall only be enforceable if (a) all equipment is properly installed, inspected regularly and is in good working order, (b) all operations are consistent with Supplier recommendations, (c) operating conditions at the Customer site have not materially changed and remain within anticipated specifications, and (d) no reasonably unforeseeable circumstances exist or arise.

**7. Acceptance and Set-off.** Except to the extent agreed upon in writing by Supplier's CFO, all Goods and Services are deemed accepted upon delivery and early payment discounts do not apply. All payments are due Net 30 days from Supplier's invoice and pay-when-paid clauses shall not apply. Any set-off rights in the Agreement notwithstanding, Customer bears the customary burden of proof with respect to any amounts invoiced by Supplier but not paid by the invoice due date. This revision does not adversely impact any of Customer's rights under Supplier's warranties.

**8. Funds Transfers (Payments).** The parties both recognize that there is a risk of banking fraud when individuals impersonating a business demand payment under new banking or mailing instructions. To avoid this risk, Customer must verbally confirm any new bank or mailing instructions by calling Supplier and speaking with Supplier's accounts receivable contact before mailing or transferring any monies using the new instructions. Both parties agree that they will not institute mailing or bank transfer instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any payment instruction changes before any new or outstanding payments are due using the new instructions.

**9. Force Majeure.** Supplier is excused from performance of its obligations under this Agreement to the extent caused by acts or omissions that are beyond its control, including but not limited to Government embargoes, blockages, seizures or freezing of assets, delays, or refusals to grant an export or import license, or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; epidemics and pandemics; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Supplier by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms, and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Supplier may, at its option, terminate this Agreement without penalty and without being deemed in default or in breach thereof.

**10. Miscellaneous.** Except to the extent signed by a duly authorized representative of an affiliate of Supplier, the Agreement does not bind any affiliates of Supplier. Supplier is not subject to any audit rights in favor of the Customer, except for audit rights (under reasonable conditions) directly related to Supplier's compliance with laws and regulations (e.g., safety) which are directly applicable to Supplier's Goods and/or Services purchased under this Agreement. Supplier shall include Customer and their Affiliates as an Additional Insured party. Nothing in the Agreement supersedes or nullifies this Addendum. By giving thirty days prior written notice, Supplier may terminate this Agreement. Supplier's obligations under the Agreement will only be modified by written agreement of Supplier through the same duly authorized representative who signed this Addendum, or such person's duly authorized successor. Except as provided herein, neither party agrees to any contractual clause or provision, that waives such party's ordinary and standard rights, including, but not limited to, the right to retain party's own counsel and each party's right to determine facts and circumstances in the event of a dispute.

**11. Term of Contract:** Hach agrees to the three-year term. The two (2) one (1) year renewal options will be upon mutual agreement and updated pricing will be provided.

**12. Delivery:** Hach makes every effort to delivery product in a timely manner

**13. Payment:** NET 45 days Per Florida prompt payment act F.S. 218.74 in which each local governmental entity shall establish procedures whereby each payment request or invoice received by the local governmental entity is marked as received on the date on which it is delivered to an agent or employee of the local governmental entity or of a facility or office of the local governmental entity.

**14. Returns:** If the County finds the product not acceptable the product must be returned at which time a credit will be offered. If the product received is faulty Hach will pay for the return. If the County decides to return non-faulty product the County must pay for the return.

**15. Insurance:** Please reference Hach's evidence of available Insurance. Upon receipt of finalized contract Hach shall provide insurance certificate that includes Professional Liability, Additionally Insured, and Waiver of Subrogation.

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by their duly authorized representatives, intending thereby to be legally bound.

**County of Hernando**

**Hach**

By: \_\_\_\_\_

By: Roxanna Starika

Name: \_\_\_\_\_

Name: Roxanna Starika

Title: \_\_\_\_\_

Title: Sr Project Specialist

Date: \_\_\_\_\_

Date: 6/3/25



**HERNANDO COUNTY  
BOARD OF COUNTY COMMISSIONERS  
2025 HOLIDAY SCHEDULE**

<b>New Year's Day</b>	<b>Wednesday, January 1</b>
<b>Martin Luther King, Jr., Day</b>	<b>Monday, January 20</b>
<b>Memorial Day</b>	<b>Monday, May 26</b>
<b>Juneteenth</b>	<b>Thursday, June 19</b>
<b>Independence Day</b>	<b>Friday, July 4</b>
<b>Labor Day</b>	<b>Monday, September 1</b>
<b>Veterans Day</b>	<b>Tuesday, November 11</b>
<b>Thanksgiving Day</b>	<b>Thursday, November 27</b>
<b>Day after Thanksgiving</b>	<b>Friday, November 28</b>
<b>Christmas Eve</b>	<b>Wednesday, December 24</b>
<b>Christmas Day</b>	<b>Thursday, December 25</b>