

SOLICITATION - OFFER - AWARD

SOLICITATION NO: 25-TFG00999/CT	SOLICITATION TITLE: Slip Lining for Gravity Sewer Lines/Storm Drain Lines	DATE ISSUED: June 18, 2025	CONTRACT NO: 25-TFG00999/CT
ISSUED BY: BOARD OF COUNTY COMMISSIONERS HERNANDO COUNTY, FLORIDA Brian Hawkins, Chair Jerry Campbell, Vice Chair John Allocco, Second Vice Chair Steve Champion Ryan Amsler		SUBMIT BID OFFER TO: HERNANDO COUNTY PROCUREMENT DEPARTMENT 15470 FLIGHT PATH DRIVE BROOKSVILLE, FL 34604 Carla Rossiter-Smith Chief Procurement Officer	

SOLICITATION

SEALED OFFERS, FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT DESCRIBED HEREIN WILL BE RECEIVED AT THE OFFICE OF Procurement DEPARTMENT, VIA HERNANDO COUNTY'S EPROCUREMENT PORTAL AT: http://secure.procurenow.com/portal/hernandocounty , ON JULY 21, 2025 . 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 10:00 A.M. ON JULY 21, 2025 . 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 Slip Lining for Gravity Sewer Lines/Storm Drain Lines , as described in the specifications. (SEE ATTACHED SPECIFICATIONS)	X	XXXXX	XXXXXXXXXX	\$17,775.12

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>0</u> % 10 CALENDAR DAYS <u>0</u> % 20 CALENDAR DAYS <u>0</u> % <u>0</u> CALENDAR DAYS					
BIDDER'S INFORMATION			NAME AND TITLE OF PERSON AUTHORIZED TO SIGN BID OFFER: Ashby Johnson, President & Member		
Nu-Pipe LLC			BIDDER'S SIGNATURE		OFFER DATE
Company Name					10/21/25
5600 Central Ave.					
Address					
St. Petersburg FL 33707					
City State Zip Code			Print Name: Ashby Johnson		
954-975-0098 N/A ashby@nupipeus.com			Title: President, Member		
Phone Number Fax Number Email Address					

AWARD

(TO BE COMPLETED BY COUNTY)

REVIEWED FOR LEGAL SUFFICIENCY: 06/10/2025		LR NO.: 2025-204-2	BY: Melissa Tartaglia
ACCEPTED AS TO ITEM(S) NO:		AMOUNT:	ACCOUNTING CODE:
SUBMIT INVOICES TO:		NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ACCEPTANCE AND AWARD FOR THE COUNTY:	
Hernando County Utilities Department 15365 Cortez Blvd. Brooksville, FL 34613			
Hernando County Department of Public Works 1525 E. Jefferson St. Brookville, FL 34601			
		SIGNATURE: Brian Hawkins, Chairman	AWARD DATE:

SLIP LINING FOR GRAVITY SEWER LINES AND STORM DRAIN LINES

25-TFG00999/CT

County of Hernando
15470 Flight Path Drive
Brooksville, FL 34604



County of Hernando

Slip Lining for Gravity Sewer Lines and Storm Drain Lines

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A - 2025 Holiday Schedule

1. SOLICITATION

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 DEPARTMENT

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

Carla Rossiter-Smith

Chief Procurement Officer

SEALED OFFERS, FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT DESCRIBED HEREIN WILL BE RECEIVED BY THE OFFICE OF PROCUREMENT, VIA THE COUNTY'S [eProcurement Portal](#) UNTIL 10:00 a.m., LOCAL TIME ON Monday, July 28, 2025. 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 AT 15470 FLIGHT PATH DRIVE BROOKSVILLE, FL 34604 IN THE ADMINISTRATIVE CONFERENCE ROOM AT 10:00 a.m. ON Monday, July 28, 2025. PURSUANT TO FS 119.071 SEALED BIDS, PROPOSALS, OR REPLIES RECEIVED BY AN AGENCY PURSUANT TO A COMPETITIVE SOLICITATION ARE EXEMPT FROM INSPECTION UNTIL SUCH TIME AS THE AGENCY PROVIDES NOTICE OF AN INTENDED DECISION OR UNTIL THIRTY (30) DAYS AFTER OPENING THE BIDS, PROPOSALS, OR FINAL REPLIES, WHICHEVER IS EARLIER.

Procurement Contact Information:

Janaya Swanson, Contract Agent

(352) 754-4020

jswanson@co.hernando.fl.us

2. INTRODUCTION

2.1. ADVERTISEMENT OF BID

INVITATION TO BID

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

SOLICITATION # 25-TFG00999/CT

FOR

Slip Lining for Gravity Sewer Lines and Storm Drain Lines

Hernando County Board of County Commissioners is soliciting Vendors/Contractors that are active in slip lining repairs of gravity sewer lines and storm drain lines on an as needed basis, in Hernando County, Florida.

Offers for furnishing the above will be received and accepted up to 10:00 a.m. (local time), Monday, July 28, 2025, via Hernando County Procurement's [eProcurement Portal](#). Only electronic submittals through the eProcurement portal shall be accepted by the County.

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

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

Ex parte Communication: Please note that to ensure the proper and fair evaluation of a submittal, the County prohibits ex parte communication (i.e., unsolicited) initiated by the Respondent to the County official or employee evaluating or considering the submittals prior to the time a decision has been made. Communication between Respondent and the County will be initiated by the appropriate County official or employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the submittal. Ex parte communication may be grounds for disqualifying the offending Respondent from consideration or award of the solicitation or any future solicitation.

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

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

NOTICE TO BIDDERS

To ensure that your bid is responsive, you are urged to request clarification or guidance on any issues involving this Solicitation before submission of your response. Your method of contact for this solicitation is the Q&A Tab in the County's [eProcurement Portal](#).

3. **AWARD**

UPON AWARD, PLEASE SUBMIT INVOICES TO:

For Gravity Sewer Line Projects: Hernando County Utilities Department 15365 Cortez Blvd. Brooksville, FL 34613	For Storm Drain Projects: Hernando County Department of Public Works 15200 Cortez Blvd. Brooksville, FL 34613
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4. DEFINITIONS AND SOLICITATION INSTRUCTIONS

4.1. DEFINITION OF TERMS

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

- A. **ADDENDA:** Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Contract Documents.
- B. **ASTM:** American Society for Testing and Materials
- C. **BID BOND/GUARANTEE:** The certified check or surety bond furnished by the Bidder with his bid as evidence of good faith.
- D. **BIDDER:** The dealer/manufacturer, Vendor/Contractor or business organization submitting a bid to the County in response to this solicitation. Sometimes referred to as “proposer” or “respondent”.
- E. **CHANGE ORDER:** The written order issued by the County, County Designated Representative or Engineer, to the Vendor/Contractor and 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 or an adjustment in the contract price or contract time, after the effective date of the signed contract.
- F. **CCP:** Centrifugally Cast Pipe
- G. **CCCP:** Centrifugally Cast Concrete Pipe
- H. **CIPP:** Cured in Place Pipe
- I. **CONTRACT:** The written agreement executed by the County and Vendor/Contractor for the performance of work and the other documents (including but not limited to the Solicitation-Offer-Award in its entirety, and the plans, specifications, notice to bidders, proposal, surety bonds, addenda, bid documents and other documents) whether attached thereto or not.
- J. **COUNTY:** The Board of County Commissioners, Hernando County, or its duly authorized representative.
- K. **F.S.:** Florida Statutes; version in effect on the effective date of the contract, unless otherwise indicated.
- L. **MOT:** Maintenance of Traffic.
- M. **NASSCO PACP:** National Association of Sewer Service Companies Pipeline Assessment Certification Program
- N. **OCCUPATIONAL SAFETY AND HEALTH ACT:** OSHA.
- O. **PAYMENT AND PERFORMANCE BONDS:** The approved forms of security furnished by the Vendor/Contractor and his surety as a guaranty on the part of the Vendor/Contractor to execute the work in accordance with the terms of the contract and to pay all obligations associated with the project.
- P. **PUBLIC OPENING:** The opening of the bids or proposals received in response to this solicitation, and the announcing of the bidders/proposers that submitted the bids/proposals received in response to this solicitation, in the presence of the public.

- Q. **SOLICITATION:** This Invitation to Bid ("ITB"), Request for Proposals ("RFP") or Request for Quotes ("RFQ"), whichever applies.
- R. **SUBCONTRACTOR:** Any person, firm or corporation other than employees of the Vendor/Contractor who or which contracts with the Vendor/Contractor to furnish, or actually furnishes labor, materials and/or equipment for the performance of a part of the work on the project.
- S. **SURETY:** Any person, firm or corporation which is bound by Public Construction Bond and Payment Bond with and for the Vendor/Contractor and which engages to be responsible for his acceptable performance of the work and for payment of all debts pertaining thereto.
- T. **VENDOR/CONTRACTOR:** The bidder awarded a contract by the County for the furnishing of goods or services.

4.2. AVAILABILITY OF BIDDING DOCUMENTS

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

4.3. PREPARATION OF BID

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

- A. Interested firms are required to register via the County's [eProcurement Portal](#) . Once registered, to submit a response please click on the "DRAFT RESPONSE" button and provide an answer to all of the prompts/questions. You must respond to all required questions, and, if any, acknowledge addenda so that your response will be considered complete by the County. Bidders submitting more than one (1) bid with different pricing shall cause the Bidder to be rejected. All bids are subject to the conditions specified herein. Those, which do not comply with these conditions, may be subject to rejection.
- B. Submit Bids via the Hernando County's [eProcurement Portal](#). The responsibility for delivering the bid to the County on or before the stated time and date will be solely and strictly the responsibility of the Bidder. The County will be in no way responsible for delays caused by wi-fi connection or speed, power outage or any other occurrence.
 - 1. Bids will be rejected unless submitted electronically via the County's eProcurement Portal along with all required bid line items. All bid forms enclosed are required to be completed and submitted using the instructions listed herein.
 - 2. The County will not honor any explanation or change in the bid documents unless a written addendum has been issued authorizing the change.
 - 3. The County reserves the right to reject any and all bids and to waive any informalities related thereto.
 - 4. All bids must be firm for a period of ninety (90) days after the time set for opening bids. Upon award, prices quoted will be in effect for the term of the contract.
 - 5. No material, labor, or facilities will be furnished by the County unless specifically stated.

6. Blank spaces in the bid must be properly filled in and the phraseology of the bid must not be changed. Additions must not be made to items mentioned therein and any unauthorized conditions, limiting any provision, attached to a bid shall render irregular and may cause its rejection.
7. Bidders are expected to make all investigations necessary to thoroughly inform themselves regarding all drawings, specifications, delivery requirements, performance requirements, site locations and all solicitation instructions to satisfy themselves of conditions affecting submission of their bid and the terms and cost of performing the contract. No pleas of ignorance by the Bidder of conditions that exist or may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis of varying the requirements of the County or the compensation of the Bidder. Bidder agrees that submittal of a bid for the work is prima facie evidence they have conducted such examinations.
8. Communications: All technical, scope, and/or project related questions shall be submitted through the project [Q&A Tab](#) before the deadline and according to these specifications herein. Any and all other bidding communications shall only be to the County's Procurement representative using the contact information herein. Companies bidding on this project shall not communicate with any other County Staff members or they risk being disqualified.

4.4. [BID OPENING:](#)

Bids that are not received in a timely manner, via the Hernando County eProcurement Portal, will not be accepted. Bids will be opened immediately after the date and time set for public opening and will remain binding upon the Bidder for a period of ninety (90) days thereafter. Pursuant to Florida Statutes 119.071 sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, or final replies whichever is earlier.

4.5. [QUESTIONS REGARDING SPECIFICATIONS OR BIDDING PROCESS](#)

To ensure fair consideration for all Bidders, the County prohibits communication to or with any department, division or employee during the bid process, except as provided below:

- A. All questions relative to interpretation of the specifications or the bid process shall be addressed in writing via Hernando County's [County's eProcurement Portal Q&A Tab](#), prior to the date set for submittal and opening of the bids.
- B. Any interpretation or clarification made to prospective Bidders will be expressed in the form of an addendum which, if issued, will be posted on the County's [eProcurement Portal Q&A tab](#). Oral answers will not be authoritative.
- C. It will be the responsibility of the Bidder to visit <https://secure.procurenow.com/portal/hermandocounty> to insure they are aware of all addenda issued for this solicitation.
- D. Questions will only be accepted through the period specified as the Question Submission Deadline of Tuesday, July 8, 2025.

- E. All addenda must be acknowledged via the County's eProcurement Portal. Failure of any Bidder to acknowledge any addenda may be found non-responsive and subject to rejection.

4.6. COMMUNICATION

There shall be no communication between the Vendor/Contractor, their employees or subcontractors and County employees and elected officials (hereafter referred to as "County Representative"), except through the Procurement Department. Any attempt to communicate with any County Representative outside the Procurement Department will be considered a violation of the Procurement Policy and may result in the rejection of your bid.

4.7. WITHDRAWAL OF BIDS:

Bids may be withdrawn via the County's [eProcurement Portal](#) prior to the time fixed for public opening. Negligence on the part of the Bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened. Faxed or electronically mailed withdrawals will not be recognized.

4.8. BID PROTESTS:

Any Bidder who protests the Bid Specifications or Award or Intent to Award, must file with the County a notice of protest and formal written protest in compliance with the Hernando County Procurement Manual, Section 22, which can be found at <http://www.hernandocounty.us/home/showpublisheddocument/9013> . Failure to timely file such documents will constitute a waiver of proceedings. Failure to file a protest within the time prescribed by, or failure to post the bond or other security in strict accordance with, Hernando County Procurement Manual, Section 22, shall constitute a waiver of protest proceedings.

4.9. 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.

5. GENERAL CONDITIONS

5.1. CONTRACT PERIOD:

- A. The Contract resulting from this solicitation shall be a term contract for the time period specified herein. During the specified time period, the County may order services/supplies as the requirements generate and the Vendor/Contractor will deliver the services/supplies ordered. It is understood that the County is not obligated to purchase any specific amount of services/supplies under this agreement.
- B. The period of the Contract shall extend for three (3) years from contract effective date.
- 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.

5.2. BID PRICE/SUBMITTAL REQUIREMENTS:

- A. The prices bid shall remain firm during the period of the Contract. The prices bid shall be inclusive of all labor, equipment, and materials as specified within this solicitation. The price bid constitutes the total compensation payable to the Vendor/Contractor for performing the work.
- B. Unless otherwise stated, the prices bid shall include all costs of packing, transporting, delivery, and services to the designated point within Hernando County.
- C. The Bidder hereby certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, services, or equipment and is in all respects fair and without collusion or fraud. Further, the Bidder hereby agrees to abide by all terms and conditions of this bid and certifies that the person executing the Bid Form is authorized to sign this bid for the Bidder.
- D. The Bidder warrants that the prices of the items set forth herein do not exceed those charged by the Bidder under a contract with the State of Florida or any of its agencies.
- E. **Bidder must submit the solicitation document in its entirety, including the Solicitation-Offer-Award cover sheet, Bid Specifications, Bid Form, and all required forms/certifications. Failure to submit these forms may render its bid as non-responsive.**

5.3. QUALIFICATION OF BIDDERS:

- A. This bid shall be awarded to a responsive, responsible bidder, qualified by experience to provide the work specified. The Bidder will submit the following information with their bid:
 - 1. List and brief description of substantially similar work (size and scope) for at least three (3) references of firms, and/or governmental agencies/entities satisfactorily completed with location, dates of contract, names, addresses, telephone numbers and email addresses of owners (see Questionnaire). These references must be for work performed within the past seven (7) years.
 - 2. List of equipment and facilities available to do work.
 - 3. List of personnel, by name and title, contemplated to perform the work.
 - 4. Proof of evidence of the following license:
 - a. Underground Utility and Excavation Contractor; or
 - b. General Contractor
 - i. If using a General Contractor license, the Vendor/Contractor shall not award work valued at more than fifty percent (50%) of the contract price to subcontractor(s), without prior written approval of the County.
- B. **Failure to submit this information may be cause for rejection of your bid.**

5.4. BID EVALUATION AND AWARD:

Bid evaluation will be based on price, conformance with specifications and the Bidder's ability and resources to perform the contract in accordance with the terms and conditions required. Bidders must submit all data necessary to evaluate and determine the quality of the item(s) and/or services they are bidding. A Vendor/Contractor shall not be qualified to bid when investigation by the Chief Procurement Officer reveals that Vendor/Contractor is either delinquent on a previously awarded contract or is in litigation with Hernando County on a previously awarded contract.

5.5. BID EVALUATION AND AWARD (continued) "All-or-None"

- A. Award shall be made on an "All-or-None Total Offer" basis to the lowest, responsive, and responsible Bidder. However, the County reserves the sole right to reject any and all bids in accordance with the Hernando County Procurement Ordinance. Failure to provide a price for all areas upon the Bid Form may render the Bidder's response/submission non-responsive.

5.6. BID EVALUATION AND AWARD (continued)

- A. If two (2) or more fully responsive, responsible bids are received for the same total amount or unit price, quality and service being equal, the County reserves the right to award the contract to the Bidder whose place of business is located within the boundaries of Hernando County, Florida. Should tie bids, as described above, be received from either two (2) or more Hernando County Bidders or from non-local Bidders when no Hernando County Bidder has submitted a tie bid, then the Board of County Commissioners shall award the contract to one (1) Vendor/Contractor by drawing lots in a public meeting.

- B. The County shall be the sole judge as to the relative merits of the bids received.
- C. If a separate written contract is not required by the County; a written letter of award, mailed or otherwise furnished to the successful Bidder, shall result in a binding contract without further action by either party.
- D. Discounts for payments within less than twenty (20) days will not be considered in evaluation of bids, however, offered discounts will be taken for less than twenty (20) days if payment is made within the discount period.
- E. 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.

5.7. HOURS:

Work may be performed between the hours of 7:00 a.m. to 6:00 p.m., Monday through Friday, excluding County holidays (See attached 2025 Holiday Schedule). 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.

5.8. 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.

5.9. 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.

5.10. 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.

5.11. 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 deems 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.

5.12. 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.

5.13. NON-PERFORMANCE:

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

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

5.14. 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.

5.15. 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.

5.16. LICENSES AND PERMITS:

- A. Prior to furnishing the requested product(s) or service(s), it shall be the responsibility of the awarded Vendor/Contractor to obtain, at no additional cost to 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.
- B. The following license is necessary for prosecution of the work.
 - 1. Underground Utility and Excavation Contractor License; or
 - 2. General Contractor License.
 - a. If using a General Contractor license, the Vendor/Contractor shall not award work valued at more than fifty percent (50%) of the contract price to subcontractor(s), without prior written approval of the County.

5.17. 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.

5.18. 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.

5.19. 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).

5.20. 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.

5.21. 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.

5.22. 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.

5.23. FISCAL NON-FUNDING

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

5.24. USE OF CONTRACT BY OTHER GOVERNMENT AGENCIES:

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

5.25. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

By submitting a bid, the Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that:

- A. The prices in the bid, or as to any matter relating to such prices, have been arrived at independently without consultation, collusion, communication, or agreement with any other Bidder or with any other competitor for the purpose of restricting competition.
- B. Unless otherwise required by law, the prices quoted in the bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed, directly or indirectly, by the Bidder prior to opening to any other Bidder or to any competitor.

5.26. 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.

5.27. COMPETENCY OF BIDDERS:

The County reserves the right to make such investigations as it deems necessary to establish the competency and financial ability of any Bidder to perform the work; and if after investigation, the evidence of a Bidder's competency or financial ability is not satisfactory, the County reserves the right to reject such Bidder's bid.

5.28. 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 Florida Statutes, Section 119.0701, 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 Florida Statute, Chapter 119, 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 Florida Statutes, Section 119.0701.

IF THE VENDOR/CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTE, CHAPTER 119, 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, Section 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.

5.29. PAYMENT:

- A. Payment for services received will be accomplished by submission of an invoice, in duplicate, with purchase order number referenced thereon at the completion of each specified job. Said invoice(s) shall be submitted to: **Gravity Sewer Line Projects:** Hernando County, Utilities Department, 15365 Cortez Blvd., Brooksville, FL 34613 or **Storm Drain Line Projects:** Hernando County, Department of Public Works, 1525 E. Jefferson St., Brooksville, FL 34601.
- B. Each invoice shall give a detailed breakdown of the services provided.
- C. The Vendor/Contractor may invoice the County after each work order is complete. Invoice shall reference and be based upon the quantity report received after project completion.
- D. Payment will be made in no less than forty-five (45) days, per Florida Statutes, Section 218.74. Payment terms in conflict with the payment terms of the Contract 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.

5.30. CONFLICT OF INTEREST:

- A. Conflict of Interest of Officers or Employees of the Contracting Entity/Local Jurisdiction, Members of the Local Governing Body, or Other Elected Officials: No member or employee of the contracting entity/local jurisdiction or its designees or agents; no member of the governing body; and no other public official of Hernando County who exercises any function or responsibility with respect to this Contract, during his/her tenure or for one (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 Sub-contracts, the language set forth in this paragraph prohibiting conflict of interest.
- B. Employee Conflict of Interest: It shall be unethical for any Hernando County employee to participate directly or indirectly in a procurement contract when Hernando County employee knows that:
 - 1. Hernando County employee or any member of Hernando County employee's immediate family has a financial interest in the procurement contract; or
 - 2. Any other person, business, or organization with whom Hernando County employee or any member of a Hernando County employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement contract.
- C. Conflict of Interest Exception: 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.
- D. 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 this solicitation, the County's Employment Disclosure Statement. The penalty for this violation may include disqualification of the bid submission.

5.31. 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 therefor, shall not accept any gratuities.

- 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..

5.32. 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.

5.33. SCRUTINIZED COMPANIES PURSUANT TO FLORIDA STATUTES, SECTIONS 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 Florida Statutes, Section 287.135, as amended from time to time.

5.34. INSURANCE REQUIREMENTS:

A. INDEMNITY, SAFETY AND INSURANCE PROVISIONS:

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

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

1. Workers' Compensation: As required by law:
 - a. State.....Statutory
 - b. APPLICABLE FEDERAL.....Statutory
 - c. EMPLOYER'S LIABILITY.....Minimum:
 - i. \$100,000.00 each accident
 - ii. \$100,000.00 by employee
 - iii. \$500,000.00 policy limit

- d. Exemption per Florida Statute, Chapter 440: If a Vendor/Contractor has less than three (3) employees and states that they are exempt per Florida Statute 440, they must provide an exemption certificate from the State of Florida. Otherwise, they will be required to purchase Workers' Compensation Insurance and provide a copy of Workers Compensation Insurance.
<https://www.myfloridacfo.com/Division/WC/Employer/Exemptions/>
2. General Liability: Comprehensive General Liability including, but not limited to, Independent Contractor, Contractual Premises/Operations, and Personal Injury covering the liability assumed under indemnification provisions of this Contract, with limits of liability for personal injury and/or bodily injury, including death.
 - a. Coverage as follows:
 - i. EACH OCCURRENCE.....\$1,000,000.00
 - ii. GENERAL AGGREGATE\$2,000,000.00
 - iii. PERSONAL/ADVERTISING INJURY.....\$1,000,000.00
 - iv. PRODUCTS-COMPLETED OPERATIONS AGGREGATE.....\$2,000,000.00 Per Project Aggregate (if applicable)
 - b. ALSO, include in General Liability coverage for the following areas based on limits of policy, with:
 - i. FIRE DAMAGE (Any one (1) fire.....\$50,000.00
 - ii. MEDICAL EXPENSE (Any one (1) person)..... \$5,000.00
3. Additional Insured: Vendor/Contractor agrees to endorse Hernando County as an additional insured on the Comprehensive General Liability. The Additional Insured shall read "Hernando County Board of County Commissioners." Proof of Endorsement is required.
4. Waiver of Subrogation: Vendor/Contractor agrees by entering into this Contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Vendor/Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor/Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Vendor/Contractor enter into such an agreement on a pre-loss basis.
5. AUTOMOBILE LIABILITY: Comprehensive automobile and truck liability covering any auto, all owned autos, scheduled autos, hired autos, and non-owned autos. Coverage shall be on an "occurrence" basis. Such insurance to include coverage for loading and unloading hazards. Coverage as follows:
 - a. COMBINED SINGLE LIMIT (CSL)..... \$1,000,000.00 or:
 - i. BODILY INJURY (Per Person)..... \$1,000,000.00
 - ii. BODILY INJURY (Per Accident)..... \$1,000,000.00

iii. PROPERTY DAMAGE.....\$1,000,000.00

6. PROFESSIONAL LIABILITY (if applicable it will be noted below separately):
7. BUILDERS RISK INSURANCE (if applicable it will be noted below separately):
8. CRIME PREVENTION – BOND (if applicable it will be noted below separately):
9. EXCESS/UMBRELLA LIABILITY (if applicable it will be noted below separately):
10. POLLUTION LIABILITY (if applicable it will be noted below separately):
11. SUBCONTRACTORS (if applicable): All subcontractors hired by said Contractor are required to provide Hernando County Board of County Commissioners a Certificate of Insurance with the same limits required by the County as required by the Contract. All subcontractors are required to name Hernando County Board of County Commissioners as additional insured and provide a Waiver of Subrogation in regards to General Liability.
12. RIGHT TO REVISE OR REJECT: County reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, County reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operating legally.

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

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

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

5.35. 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, in its sole discretion, to inspect the payroll records of the Vendor/Contractor to determine whether the Vendor/Contractor is complying with Federal wage and hour law.

5.36. SAFETY PRECAUTIONS:

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

5.37. RESPONSIVE/RESPONSIBLE:

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.) at the time the Bidder submits its bid. 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 evidence of their qualifications that the County deems necessary. The County 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 the Bidder/Vendor/Contractor of such responsibility.

5.38. CONE OF SILENCE:

- A. This Solicitation falls under the Hernando County Procurement Ordinance 93-16. All Vendors and Bidders, and representatives of same, are hereby placed on formal notice that a lobbying cone of silence period shall

commence upon issuance of this Solicitation until the Board selects the successful Bidder. If Board is not involved in selecting the successful Bidder, the cone of silence period commences upon issuance of Solicitation and concludes upon award of Contract. During the cone of silence period, no Vendor/Bidder, or representative of the Vendor/Bidder, to this Solicitation may seek information or clarification or in any way contact any official or employee of the County concerning this Solicitation with the exception of the Chief Procurement Officer, County Attorney, or an individual specifically designated in this document for dissemination of information. A copy of any written communication concerning this Solicitation shall be filed with the Procurement Department and shall be made available to the public upon request. A violation of the cone of silence renders any award voidable at the discretion of the Chief Procurement Officer with approval from the Board and may subject the Vendor/Bidder who violated it to debarment. Nothing in the Ordinance prevents a Vendor/Bidder or representative from taking part in a public meeting concerning the Solicitation. B. Neither the members of the Board nor candidates for County Commission, nor any employees from the Hernando County Government, Hernando County staff members, nor any members of the evaluation team are to be lobbied, either individually or collectively, before or during the cone of silence concerning this project. Vendors/Bidders, or representatives of same, who intend to submit bids, or have submitted bids, for this project are hereby placed on formal notice that they are not to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County. Any such lobbying activities may cause immediate disqualification of this project.

5.39. 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.

5.40. 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.

6. SPECIAL CONDITIONS

6.1. LICENSES AND PERMITS:

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

6.2. PERFORMANCE

- A. Timely performance is of the essence in the award of this Invitation for Bids. Performance shall be no later than thirty (30) calendar days from receipt of the purchase order. Bids which fail to meet this requirement shall be rejected.
- B. Failure of the awarded Vendor/Contractor to meet this performance requirement may result in default, immediate cancellation of the 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.

6.3. 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.

6.4. CODES AND REGULATIONS:

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

6.5. ASSEMBLY AND/OR PLACEMENT:

All items must be completely assembled by the awarded Vendor/Contractor prior to delivery to Hernando County. It will be the responsibility of the awarded Vendor/Contractor to supply the necessary labor and materials for the placement

of all equipment as specified herein. Equipment is to be set-up, serviced, tested, and demonstrated at no charge to Hernando County.

6.6. WARRANTY

The awarded Vendor/Contractor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a period of three (3) years 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.

6.7. DEBRIS

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

6.8. PROTECTION OF PROPERTY/SECURITY:

- A. The Vendor/Contractor shall provide barricades if necessary and take all necessary precautions to protect buildings and personnel. All work shall be completed in every respect and accomplished in a professional manner and the Vendor/Contractor shall provide for removal of all debris from County property.
- B. The Vendor/Contractor shall at all times, guard against damage or loss to property of Hernando County, or of other Vendor/Contractors, and shall be held responsible for replacing or repairing any such loss or damage. The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss of damage to property through negligence of the Vendor/Contractor or their agent.
- C. The Vendor/Contractor will not hold Hernando County responsible and releases Hernando County from any liability costs and expenses in connection with, resulting from or arising out of damage, loss, or theft of any machinery, equipment, tools, supplies and/or materials owned by the Vendor/Contractor and stored on County property.

6.9. BID BOND/PERFORMANCE BOND AND PAYMENT BOND:

- A. Bid Bond: Each bid must be accompanied by a certified or cashier's check or bid bond in a sum of not less than ten percent (10%) of the total bid. Bid deposits amounting to less than two hundred dollars (\$200.00) need not be submitted. All checks shall be made payable to the Hernando County Board of County Commissioners. Unsuccessful Bidder's performance deposit will be returned upon evaluation and award of bid. The surety which issues the bid bond must be listed on the U.S. Treasury, Fiscal Service, Bureau of Government Financial Operations, (latest review) entitled "Companies Holding Certificates of Authority as Acceptable Surety on Federal Bond and as Acceptable Reinsuring Companies".
- B. Payment and Performance Bond:
 - 1. In accordance with Florida Statutes, Section 255.05(1)(a), a Performance and Payment Bond is required of anyone entering into a formal contract for the construction or repair of a building or public works project

that exceeds \$200,000. Accordingly, if the amount on the project assignment by the awarded bidder exceeds \$200,000.00, a Payment and Performance Bond will be required in the amount of the awarded bidder's project assignment or in such other amount as may be directed by the City in writing within fifteen (15) days of the award of any project assignment resulting from this contract. No work shall be done prior to the delivery of a Payment and Performance Bond meeting the requirements of this Section to the County. Performance and Payment Bond issued in a sum equal to one hundred percent (100%) of the total awarded project amount by a surety company considered satisfactory by the County and otherwise authorized to transact business in the State of Florida. This bond will be required from the successful Bidder for purposes of insuring the faithful performance of the obligations imposed by the resulting project and for purposes of protecting the County from lawsuits for non-payment of debts as might be incurred during the successful Bidder's performance under such project.

2. The County reserves the right to waive the requirement at any time for any project assignment of \$200,000.00 or less.
 - a. In the event that the awarded project assignment amount is less than \$200,000.00, a Payment and Performance Bond will be required thereafter in such amount as determined by the County if at any time, for any reason, including but not be limited to increased quantities, the value of the project assignment exceeds \$200,000.00 as determined by the County. Such bond shall be acquired and delivered to the County within fifteen (15) days of notice from the County that a bond is required. Upon notice from the County that a bond is required no further work under the contract shall be undertaken until such time as a bond in conformance with this Section has been delivered to the County.
3. If, within fifteen (15) calendar days after notification by the County of the County's intent to award a project, the successful Bidder refuses or otherwise fails to furnish the required performance and payment bond, the amount of the Bidder's bid security (check or Bid Bond) shall be forfeited and the same shall be retained by the County. No plea of mistake in the Bid or misunderstanding of the conditions of forfeiture shall be available to the Bidder for the recovery of his bid security or as a defense to any action based upon the neglect or refusal to furnish the required performance and payment bond.
4. The surety company must provide an Increase Rider to the Performance and Payment Bond or execute the Consent of Surety and Increase of Penalty form provided by the County if the project is increased by change order.

6.10. TRENCH SAFETY ACT:

Bidder shall be solely responsible for complying with the Florida Trench Safety Act as established under Florida Statutes, sections 553.60 through 553.64, and under the Occupational Safety and Health Administration excavation safety standards as established under 29 CFR 1926.650 (sub-part P) as amended. All costs associated with complying with these requirements shall be included in the bid. The Trench Safety Act Compliance Form attached in Section 14 Vendor Questionnaire, must be submitted with the bid.

6.11. PRICING-FFP

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.

6.12. PRICE ADJUSTMENT:

Written request for price adjustments may be made every 12 months at time of renewal and 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. Any price adjustment (increase or decrease) approved by the County shall impose upon the Vendor/Contractor the requirement to advise and extend to the County price reductions when costs similarly decrease.

6.13. 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.

6.14. CHANGES - SERVICE CONTRACTS:

- A. The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:
 - 1. Description of services to be performed.
 - 2. Time of performance (i.e., hours of the day, days of the week, etc.).
 - 3. Place of performance of the services.
- B. If additional work or other changes are required in the areas described above, a price proposal will be required from the Vendor/Contractor. Upon negotiation of the proposal, execution and receipt of the change order, the Vendor/Contractor shall commence performance of the work as specified.
- C. The Vendor/Contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the Procurement Department. If the Vendor/Contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at their own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

6.15. METHOD OF ORDERING:

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

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

It is hereby made a part of this Invitation for Bid that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God that Hernando County shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the County. Vendor/Contractor agrees to rent/sell/lease all goods and services to the County or

other governmental entities as opposed to a private citizen, on a first priority basis. The County expects to pay contractual prices for all products or services required during an emergency situation. **Vendor/Contractor shall furnish a twenty-four (24) hour phone number and email address in the event of such an emergency.**

The current Federal clauses and forms are attached in Section 14, Vendor Questionnaire, to this document. In the event of emergency/hurricane or disaster, a copy of the most current clauses and forms will be provided for review and signature.

6.17. REQUIREMENTS CONTRACT:

This is a requirements contract and the County shall order from the Vendor/Contractor all of the supplies and/or services specified in the contract's price schedule that are required to be purchased by the County, 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.

6.18. 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.

6.19. 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.

6.20. SAMPLES/DEMONSTRATIONS:

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

6.21. SITE DAMAGE:

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

6.22. EQUIPMENT LIST:

Bidders shall submit with the bid a listing of all equipment which Bidders 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.

6.23. FINAL SITE INSPECTION:

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

6.24. 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.

6.25. JESSICA LUNDSFORD ACT:

The work may require the Vendor/Contractor to enter school grounds when students are present. Accordingly, as required by Section 1012.465, F.S., Vendor/Contractor's employees and agents that will enter school grounds must meet Level 2 screening requirements as described in Section 1012.32, F.S. Vendor/Contractor must provide evidence that it is in compliance with this requirement no later than ten (10) days prior to commencement of work.

7. SCOPE AND SPECIFICATIONS

7.1. Project Background Information

Project Background Information

The Vendor/Contractor will supply all materials, labor and equipment in order to accomplish repairs and rehabilitation of gravity sewer lines and storm drain lines, as described in the specifications.

Location of the Work:

The work to be performed in this Contract will be performed at various locations in Hernando County, Florida.

7.2. Technical Requirements - Gravity Sewer Lines AND Storm Drain Lines

This work consists of the method and process for furnishing all labor, materials, tools, equipment, and incidentals, necessary to provide for point repairs and complete rehabilitation of sanitary sewer pipes and storm drain pipes by Grouting or forming a new tight-fitting liner within the existing pipe. Work will be done and paid on an as needed basis. The process in a typical and general form consists of a flexible felt tube impregnated with an approved resin, which is inserted into an existing pipe. The curing may be accomplished by circulating heated water, curing resin system to affect the desired cure throughout the length of the tube, extending full-length from structure to structure. The resin should be cured into a hard, impermeable pipe of the desired thickness, providing a structurally sound, smooth interior and tight-fitting liner within the existing pipe. The lined pipe shall provide a hydraulic flow equal to, or greater than, the original new sewer or storm drain capacity.

A. GENERAL

1. PRODUCT, MANUFACTURER/INSTALLER QUALIFICATION REQUIREMENTS

- a. Since sanitary sewer and storm drain products are intended to have a fifty (50) year design life, and in order to minimize the Owner's risk, only proven products with substantial successful long-term track records will be approved.
- b. For a Product to be considered Commercially Proven, the manufacturer must have a minimum of 500,000 linear feet or 2,000 structure to structure line sections of successful line rehabilitations in the U.S. and must be documented to the satisfaction of the Owner to assure commercial viability. In addition, at least 100,000 linear feet of the product shall have been in successful service within the State for a minimum of five (5) years.
- c. For an Installer to be considered as Commercially Proven, the Installer must satisfy all insurance, financial, and bonding requirements of the Owner, and must have had at least two (2) years active experience in the commercial installation of the product bid. In addition, the Installer must have successfully installed at least 150,000 feet of the product. The footage must be installed by the Contractor's own forces while working for said contractor under the current name submitted on bid form. Acceptable documentation of these minimum installations must be submitted with bid. Any misrepresentation of references is grounds for disqualification.

- d. Sewer and storm drain rehabilitation products submitted for approval must provide Third Party Test Results supporting the long-term performance and structural strength of the product and such data shall be satisfactory to the Owner.
- e. The tube and resin manufacturers shall be third-party certified to ISO 9000 or other internationally recognized organization standards. Proof of certification shall be required for approval.
- f. All required submittals must be satisfactory to the Owner.

2. SUBMITTALS

a. Shop Drawing

- i. After the award of the Contract and before any sewer system or storm drain materials are delivered to the job site, the Vendor/Contractor shall submit to the owner a complete list of all materials proposed to be furnished and installed.
- ii. In addition, the Vendor/Contractor shall submit the following:
 - I. Satisfactory written certification of compliance with the ASTM standards listed in TS-34, Structural Requirements.
 - II. Quality control test results on the liner, which will be furnished for this project.
 - III. Description of installation procedure and equipment proposed for use. Include the job curing water temperatures, locations, of monitors, etc.
- iii. Vendor/Contractor shall not permit any sewer or storm drain lining component to be brought onto the job site until the shop drawings have been approved by the owner.

b. Inspection Line Segments:

- i. Inspection of line segments shall be performed by experienced personnel trained to meet National Association of Sewer Service Companies Pipeline Assessment Certification Program (NASSCO PACP) and must use digital software systems that are compatible. Document the conditions of sewers, storm drains and joints. Document the internal inspection before and after lining on CD/Flash Drive accompanied by computer logs of the internal inspection.
- ii. No by-pass pumping of sewer flows shall be required. The Vendor/Contractor shall pay close attention to the local weather forecasts and shall plan the actual insertion when there is a minimum of three (3) dry days ahead forecast.

B. PRODUCTS

1. GENERAL LINER MATERIAL REQUIREMENTS

- a. The proposed materials shall be suitable for use in the environment and conditions of this project.
- b. The product shall not be made of a dark or non-reflective material which would inhibit proper closed-circuit TV inspection.

- c. SIZING: The felt fiber tube shall be fabricated to a size that when installed will neatly fit the internal circumference of the conduit as specified by Owner. Allowance for circumferential stretching during insertion shall be made as per manufacturer's standards.
- d. LENGTH: The length needed shall be deemed necessary by the Vendor/Contractor to effectively carry out the insertion for inlet to outlet points/repairs. No surplus or waste will be paid.
- e. Vendor/Contractor shall verify the lengths in the field. Individual installation runs can be made over one or more access points as determined in the field by Vendor/Contractor and approved by Owner.
- f. The material shall be manufactured in such a manner as to result in a tight-fitting, continuous liner after installation. There shall be no measurable annular space. The liner shall have a snug fit at structure terminations as shall be evidenced by flares.
- g. PATENTS: Vendor/Contractor shall warrant and indemnify Owner against all claims for patent infringement and any loss thereof.

2. STRUCTURAL REQUIREMENTS

- a. The newly installed liner shall be designed for a minimum of fifty (50) year service life under continuous loading conditions. Design of the liner shall be based on the condition of the existing pipe, which shall be classified as suffering from severe cracks, missing sections or other defects. The liner shall be designed to withstand all imposed loads.
- b. The liner shall be designed and shall have sufficient wall thickness to withstand the anticipated external pressures and loads which will be imposed after installation. The design of the liner shall include considerations for ring bending, deflection, combined loading and buckling.

3. LINER MATERIALS

- a. The only liner products pre-approved for installation for this project are In Liner, Perma-Liner and Insituform. Any other processes shall be equal to the approved liner products.
- b. At the time of manufacture, each lot of liner shall be inspected for defects and tested in accordance with applicable ASTM standards. At the time of delivery, the liner shall be homogeneous throughout, uniform in color, free of cracks, holes, foreign materials, blisters, or deleterious faults.
- c. For testing purposes, a production lot shall consist of all liners having the same marking number. It shall include any and all items produced during any given work shift and must be so identified as opposed to previous or ensuing production.
- d. CURED-IN-PLACE PIPE MATERIALS: The fiber felt tubing, including the polyurethane, polyethylene, or poly-vinyl chloride covered felt and the thermosetting resin shall meet ASTM and manufacturer's standards.
 - i. Tube

- I. The Cured-in-place-Pipe Tube shall consist of one (1) or more layers of absorbent non-woven felt fabric and meet the requirements of ASTM F1216 or ASTM F1743, Section 5. The tube shall be constructed to withstand installation pressures, have sufficient strength to bridge missing pipe, and stretch to fit irregular pipe.
 - II. The wet-out Tube shall have a uniform thickness that when compressed at installation pressures will meet or exceed the Design thickness.
 - III. The Tube shall be manufactured to a size that when installed will tightly fit the internal circumference and length of the original pipe. Allowance should be made for circumferential stretching during inversion. Overlapped layers of felt in longitudinal seams that cause lumps in the final product shall not be utilized.
 - IV. The outside layer of the Tube (before wet-out) shall be coated with an impermeable, flexible membrane that will contain the resin and facilitate monitoring of resin saturation during the resin impregnation (wet- out) procedure.
 - V. The Tube shall be homogeneous across the entire wall thickness containing no intermediate or encapsulated elastomeric layers. No material shall be included in the Tube that may cause delamination in the cured CIPP. No dry or unsaturated layers shall be evident.
 - VI. The wall color of the interior pipe surface of CIPP after installation shall be a light reflective color so that a clear detailed examination with closed circuit television inspection equipment may be made.
 - VII. Seams in the Tube shall be stronger than the non-seamed felt.
 - VIII. The outside of the Tube shall be marked for distance at regular intervals along its entire length, not to exceed 5 ft. Such markings shall include the Manufacturers name or identifying symbol. The tubes must be manufactured in the USA.
- ii. Resin
- I. The resin system shall be a corrosion resistant polyester, vinyl ester, or epoxy and catalyst system that when properly cured within the tube composite meets the requirements of ASTM F1216 and ASTM F1743, the physical properties herein, and those which are to be utilized in the Design of the CIPP for this project. The resin shall produce GIPP which will comply with the structural and chemical resistance requirements of this specification.
- e. GENERAL CORROSION REQUIREMENTS: The cured-in-place pipe system shall utilize thermosetting resins which will withstand the corrosive effect of the existing residential, commercial, and industrial effluents, liquids and/or gases.
- f. HYDRAULIC CAPACITY: Overall, the hydraulic profile shall be maintained as large as possible. The liner shall have a minimum of the full flow capacity of the original pipe before rehabilitation. Calculated

capacities may be derived using a commonly accepted roughness coefficient for the existing pipe material taking into consideration its age and condition.

C. EXECUTION

1. CLEANING

- a. Vendor/Contractor shall clean the sanitary sewer and storm drain line to be lined. Cleaning operations shall result in virtually 100% of the debris being removed. The Vendor/Contractor shall clean the sewer or storm drain with hydraulically propelled, high velocity jet or mechanically powered equipment. Selection of the equipment shall be based on the conditions of lines at the time work commences.
- b. Debris disposal is the responsibility of the Vendor/Contractor.
- c. The Vendor/Contractor shall ensure no solids are passed downstream to the next pipe section during the cleaning operation.

2. PRE-INSTALLATION TELEVISIONING

- a. After cleaning the sewer segment or storm drain, Vendor/Contractor shall internally inspect, via television inspection, the sewer or storm drain segment to be lined. Personnel conducting the televising inspection shall be experienced in operating a sewer or storm drain televising digital camera and analyzing pipe conditions from the video image. Vendor/Contractor shall record these inspections on CD/Flash Drive and shall include a verbal narrative noting:
 - i. Date, time of day, and depth of flow.
 - ii. Sewer segment number: "from" structure number and "to" structure number or storm drain identifier.
 - iii. Locations of obstructions, structural defects, joint deterioration, leakage or evidence thereof, and other abnormalities with respect to the sewer or storm drain condition. The distance from the centerline of the upstream structure shall be indicated for each item noted.
- b. The interior of the pipeline shall be carefully inspected to determine the location and extent of any structural failures. The location of any conditions which may prevent proper installation of cured-in-place pipe into the pipelines shall be noted so that these conditions can be corrected. There have been point repairs identified which are included in this project. Should the inspection identify any additional repairs that must be made before a successful installation can be accomplished it shall be immediately brought to the attention of the owner. No work on the lining of the sewer or storm drain shall proceed until the conditions are corrected.
- c. The camera utilized for closed circuit televising shall meet National Association of Sewer Service Companies Pipeline Assessment Certification Program (NASSCO PACP) be equipped with digital zoom and remote-control devices to adjust the light intensity. The camera shall be equipped with an articulating lens to provide clear views of laterals and other items of importance. The camera shall have

a minimum of 1,000 feet of coaxial cable. The camera shall be able to transmit a continuous image to the television monitor as it is being pulled through the sewer or storm drain segment.

- d. Vendor/Contractor shall present on CD/Flash Drive a continuous image of not less than ninety (90%) percent of the internal pipe circumference at all times. Maximum acceptable speed of camera through sewer or storm drain shall be thirty feet per minute (30 fpm).
- e. If any obstruction in the sewer or storm drain segment, such as a protruding building lateral, prohibits the passage of the television camera, Vendor/Contractor shall attempt to inspect the remainder of the sewer or storm drain segment by making a reverse setup at the next downstream structure.
- f. All obstructions which prevent the passage of the television camera shall be immediately reported to owner by the Vendor/Contractor referencing the location and nature of the obstruction.
- g. The Vendor/Contractor shall submit the CD/Flash Drive to the owner. Payment for pre--installation televising shall be included in the cost for installing the liner.

3. BYPASS PUMPING

- a. There will be no bypass pumping of sewer flows. The Vendor/Contractor shall perform the lining of the pipe during dry weather conditions. The Vendor/Contractor shall monitor the local weather forecast and plan the work so that a minimum of three (3) consecutive days of dry weather are forecast.

4. CLEARING OBSTRUCTIONS BY POINT REPAIR

- a. If inspection reveals an obstruction that cannot be removed by cleaning or remote methods, then the Vendor/Contractor shall immediately bring the situation to the attention of the owner.

5. PRODUCT HANDLING

- a. Vendor/Contractor shall use all means necessary to protect sewer or storm drain lining material during transportation, before, during, and after installation and to protect the installed work and materials of all other trades.
- b. In the event the liner material is damaged, Vendor/Contractor shall immediately make all repairs or replacements necessary to the approval of the owner, at no additional cost to the Owner.

6. INSTALLATION PROCEDURE/CIPP

- a. No pipe shall be lined without prior notification to the Owner. Each liner shall be subject to inspection by owner immediately before it is installed. Defective liner will be rejected.
- b. The inversion method of installation is preferred. The "pull-in-place" method may not be utilized unless prior written authorization from the County is obtained by Vendor. The "pull-in-place" method would be permitted only in cases where the inversion method is impracticable.
- c. Following are general steps required for installation of CIPP liner systems. Specific requirements for temperature, pressure, and time shall be determined by the manufacturer.

i. Resin Impregnation and Tube Insertion

- I. Vendor/Contractor shall designate a location where the uncured resin in the original containers and the unimpregnated fiber felt tube will be vacuum impregnated prior to installation. Vendor/Contractor shall allow the Owner to inspect the materials and "wet out" procedure at the cost of the Vendor/Contractor. A resin and catalyst system compatible with the requirement of this method shall be used. The quantities of the liquid thermosetting materials shall be per manufacturer's standards to provide the lining thickness specified.
- II. The wet-out fiber felt tube shall be inserted through an existing structure or other approved access. The manufacturer's standards shall be closely followed during the elevated curing temperatures so as not to over stress the felt fiber and cause damage or failure prior to cure.

ii. Curing

- I. After installation of wet out felt tube is completed and calibration tube is inserted, Vendor/Contractor shall supply a suitable heat source and water recirculation equipment. The equipment shall be capable of delivering hot water to the far end of the pipe section through a hose, which has been perforated per manufacturer's recommendations, to uniformly raise the water temperature in the line section above the temperature required to effect a cure of the resin. This temperature shall be determined by the resin/catalyst system employed.
- II. The heat source shall be fitted with suitable monitors to gauge the temperature of the incoming and outgoing heat exchanger circulating water. Thermocouples shall be placed between the impregnated tube and the invert at the far access point to determine the temperature and time of exotherm. Water temperature in the pipeline during the cure period shall not be less than 150°F or more than 200°F as measured at the heat exchanger return line.
- III. Initial cure shall be deemed to be completed when inspection of the exposed portions of cured-in-place pipe appear to be hard and sound and the thermocouples indicate that an exotherm has occurred. The cure period shall be of a duration recommended by the resin manufacturer, as modified for the cured-in-place pipe process being used, during which time the recirculation of the water and cycling of the heat exchanger to maintain the temperature continues.

iii. Cool Down

- I. Vendor/Contractor shall cool the finished cured-in-place pipe to a temperature below 100 F before relieving the static head in the inversion standpipe. Cool-down may be accomplished by the introduction of cool water into the standpipe to replace water being drained from the downstream end. Care shall be taken in the release of the static head such that a vacuum will not be developed that could damage the newly installed cured-in-place pipe.
- II. The Vendor/Contractor may discharge the curing water into the downstream storm sewer system only after the temperature of the water has been lowered to 65°F order to protect the stream environment downstream.

iv. Finish

- I. The finished cured-in-place pipe shall be continuous over the entire length of the insertion run and be as free as commercially practicable from significant defects. Any defects which will affect, in the foreseeable future, or warranty period, the integrity or strength of cured-in-place pipe, shall be repaired at the Vendor/Contractors expense, in a manner mutually agreed by Owner and Vendor/Contractor.
- d. CIPP installation shall be in accordance with ASTM F1216, Section 7, or ASTM, Section 6 with the following modifications:
 - i. Resin Impregnation - The quantity of resin used for tube impregnation shall be sufficient to fill the volume of air voids in the tube with additional allowances for polymerization shrinkage and the loss of resin through cracks and irregularities in the original pipe wall. A vacuum impregnation process shall be used. To ensure thorough resin saturation throughout the length of the felt tube, the point of vacuum shall be no further than 25 feet from the point of initial resin introduction.
 - I. After vacuum in the tube is established, a vacuum point shall be no further than 75 feet from the leading edge of the resin. The leading edge of the resin slug shall be as near to perpendicular as possible. A roller system shall be used to uniformly distribute the resin throughout the tube. If the Installer uses an alternate method of resin impregnation, the method must produce the same results. Any alternate resin impregnation method must be proven.
 - ii. Tube Insertion - The wet-out tube shall be positioned in the pipeline using either inversion or a pull-in method. If pulled into place, a power winch should be utilized, and care should be exercised not to damage the tube as a result of pull--in friction. The tube should be pulled-in or inverted through an existing manhole or approved access point and fully extend to the next designated manhole or termination point.
 - iii. Temperature gauges shall be placed inside the tube at the invert level of each end to monitor the temperatures during the cure cycle.
 - iv. Curing shall be accomplished by utilizing hot water under hydrostatic pressure in accordance with the manufacturer's recommended cure schedule.

7. CLEANUP

- a. The Vendor/Contractor shall flush and clean the lined storm sewer section, if necessary, to remove all accumulated construction debris, rocks, gravel, sand, silt and other foreign material from the sewer or storm drain system at or near the closest downstream structure. Debris shall not be allowed to pass downstream. If it does, the Vendor/Contractor shall clean the next sewer or storm drain segment at no additional cost.
- b. After the installation has been completed and accepted, the Vendor/Contractor shall clean up the entire project area. All excess material and debris not incorporated into the permanent installation shall be disposed of by the Vendor/Contractor.

- c. Upon acceptance of the installation work and testing, the Vendor/Contractor shall restore the project area affected by the operations to a condition at least equal to that existing prior to the work.

8. POST-INSTALLATION TELEVISION INSPECTION

- a. Vendor/Contractor shall televise the inside of the lined sewer or storm drain segment after installation of the liner.
- b. All defects discovered during the television inspection shall be corrected by the Vendor/Contractor before the work under the Contract will be considered for substantial completion. After the defects are corrected, the storm sewer shall be recorded.
- c. The post-installation television inspection CD/Flash Drive shall be submitted to the owner in sufficient time to allow the owner to review the videotape prior to the substantial completion milestone.
- d. The post-installation television inspection payment shall be included in the cost of installing the liner.

9. SPECIFICATIONS FOR INSTALLATION OF ULTRAVIOLET GLASS REINFORCED PLASTIC (UV GRP) CURED-IN-PLACE-PIPE (CIPP)

PART 1. GENERAL

1.01 INTENT

- a. It is the intent of this specification to provide for the reconstruction of pipelines and conduits by the installation of a resin-impregnated fiberglass material tube ("Liner") which when cured shall extend the full length of the original pipe and provide a structurally sound, smooth, jointless and watertight pipe. The resin shall be cured using ultraviolet light within the tube. The Cured-In-Place Pipe (CIPP) will be continuous and tight fitting.

1.02 REFERENCED DOCUMENTS

- a. The following documents form a part of this specification to the extent stated herein:
 - i. ASTM F2019 Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Pulled in Place Installation of Glass-Reinforced Plastic (GRP) Cured-in-Place Resin Pipe (CIPP)
 - ii. ASTM F1216 Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube
 - iii. ASTM F1743 Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Pull In and Inflate and Curing of a Resin-Impregnated Tube.
 - iv. ASTM D543 Test Method for Resistance of Plastics to Chemical Reagents
 - v. ASTM D578 Standard Specification Glass Fiber Strands
 - vi. ASTM D638 Standard Test Method for Tensile Properties of Plastics
 - vii. ASTM D790 Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials
 - viii. ASTM D2122 Standard 1 Test Method for Determining Dimensions of Thermoplastic Pipe and Fittings

- ix. ASTM D3567 Standard Practice for Determining Dimensions of “Fiberglass” (Glass- Fiber-Reinforced Thermosetting Resin) Pipe and Fittings
- x. ASTM D5813 Standard Specification for Cured-in Place Thermosetting Resin Sewer Pipe

1.03 PRODUCT, MANUFACTURER/INSTALLER QUALIFICATION REQUIREMENTS

- a. Since sewer products are intended to have a 50-year design life, and in order to minimize the Owner’s risk, only proven products with substantial successful long-term track records will be approved. Products and Installers must meet all of the following criteria to be deemed Commercially Acceptable:
 - i. The “Manufacturer” must have a minimum 500,000 linear feet of successfully installed liner in the United States of America with the same product being used on this project . The installing contractor must be trained and certified by the UV GRP manufacturer and have documented experience with a fiberglass UV cured liner.
 - ii. For each method of installation and curing used on this project, the Cured-In-Place- Pipe Lining (CIPPL) work shall be supervised by a foreman having previously supervised a minimum of 50,000 linear feet of CIPPL using a similar resin and flexible tube and using the specific method of installation and curing method proposed.
 - iii. The manufacturer of the glass-reinforced tube, including wet-out, of the CIPPL shall have been performing this same type of work with ultraviolet cured glass reinforced pipe (UV GRP) for a minimum of five years and previously wet-out at least 500,000 linear feet of this same technology. If the Contractor does not have 50,000 linear feet of CIPPL experience with the UV curing system being used, then a manufacturer’s on-site representative must be present during installations of the CIPP system until such time the owner is confident in the contractor’s ability. The Contractor is to provide the Engineer with the manufacturer representative’s work experience for approval. Work shall not begin prior to the Engineer’s approval of the manufacturer’s on-site representative.
 - iv. The Contractor shall provide five (5) references of completed projects of similar installations.

PART 2. PRODUCTS

2.01 MATERIALS

- a. Fiberglass liner – At the time of manufacture, each lot of glass fiber tube liner shall be inspected for defects. At the time of delivery, the liner shall be homogeneous throughout, uniform in color, free of cracks, holes, foreign materials, blisters, and deleterious faults.
 - i. The ENGINEER may at any time direct the manufacturer to obtain compound samples and prepare test specimens in accordance with the latest applicable ASTM standards.
- b. Cured-in Place Pipe – The glass fiber tubing shall include an exterior and interior film that protects and contains the polyester, vinyl ester or phthalic-acid-based resin used in the liner. The exterior film shall be provided with a UV light blocker foil.
- c. Tube
 - i. The wet-out tube shall have a uniform thickness that when compressed at installation pressures will meet or exceed the Design thickness.

- ii. The tube shall be sized such that when installed, it will **tightly fit** the internal circumference and length of the original pipe.
- iii. The glass fiber tube shall be saturated using a resin bath system to allow for the lowest possible amount of air entrapment. An inner and outer material will be added that are both impervious to airborne styrene, with the outer material also having UV blocking characteristics. If required by the liner manufacturer, the inner membrane will be removed after the installation and curing processes are completed.
- iv. The wall color of the interior pipe surface of CIPP after installation shall be a light reflective color so that a clear detailed examination with closed circuit television inspection equipment may be made.
- v. The liner should be seamless in its cured state to ensure homogenous physical properties around the circumference of the cured liner.
- d. Resin
 - i. The resin system shall be polyester, vinyl ester, or esters of (ortho)phthalic acid (1,2-benzenedicarboxylic acid) and either polypropylene glycol (PPG) or neopentyl glycol (NPG)—depending on the choice of the engineer—with a catalyst system that when properly cured within the tube composite meets the physical properties of:
 - I. Flexural Modulus (minimum) 725,000 psi
 - II. Flexural Strength (minimum) 15,000 psi
 - III. Long term E-modulus 675,000 psi
 - IV. Long term tensile bending strength 13,500 psi
 - ii. The resin used with this product shall use UV light to cure the pipe. The liquid UV resin shall saturate the tube and produce a properly cured liner, which is resistant to abrasion due to solids, grit, and sand.
 - iii. The ester and catalyst system shall comply with the following requirements and when properly cured meet the requirements of ASTM F1216. **Resins created from recycled materials are not allowed.**
- e. Adheres to ASTM F 2019-11 (or latest edition)

2.02 GENERAL CORROSION REQUIREMENTS

- a. The UV GRP cured-in-place pipe system shall utilize resins which will withstand the corrosive effect of the existing residential, commercial, and industrial effluents, liquids and/or gases.

2.03 DELIVERY, STORAGE, AND HANDLING

- a. Care shall be taken in shipping, handling and storage to avoid damaging the liner. Any liner damaged in shipment shall be replaced as directed by the OWNER at no additional cost to OWNER.
- b. While stored, the CIPPL shall be adequately supported and protected. The UV Cure GRP CIPPL shall be stored in a manner as recommended by the manufacturer and as approved by the ENGINEER.

2.04 QUALITY CONTROL

- a. No change of material, design values, or procedures as developed before bidding the contract may be made during the course of the Work without the prior written approval of the ENGINEER.
- b. At the time of manufacture, inspect each lot of liner for defects. At the time of delivery, the liner shall be homogeneous throughout, uniform in color, free of cracks, holes, foreign materials, blisters, or deleterious faults.

- c. The liner manufacturer facility shall have a Quality Management System registered with the current ISO 9001 standard.
- d. The wet-out of the liner must be done in an indoor environmentally controlled manufacturing setting. **No on-site wet-out will be allowed.** OWNER or ENGINEER may inspect this facility at the manufacturer's plant(s) for compliance with these Specifications.

PART 3. EXECUTION

3.01 INSTALLATION OF GLASS FIBER TUBING

- a. The approved system must utilize an outer and inner film to ensure that the liner remains intact during the insertion process and to protect the resin at all times during the installation and curing process from water and debris contamination, and resin migration.
- b. A constant tension winch should be used, as specified by the liner manufacturer, to pull the glass fiber liner into position in the pipe. The liner shall have a longitudinal fiberglass reinforcement band which runs the entire length of the liner ensuring that the pulling force is transferred to the band and not the fiberglass liner. Once inserted, end plugs shall be used to cap each end of the glass fiber liner to prepare for pressurizing the liner. The end plugs shall be secured to prevent them from being expelled due to pressure. Liner restraints shall be used in manholes.
- c. A slip sheet shall be installed on the bottom one third to one half of the pipe prior to liner insertion (if it is not already part of the manufactured outer film of the liner), for the purpose of protecting the liner during insertion and reduce the drag, or as recommend by the liner manufacturer.
- d. The glass fiber liner shall be cured with UV light sources at a constant inner pressure. When inserting the curing equipment in the liner, care shall be taken to not damage the inner film material.
- e. The UV light sources shall be assembled according to the manufacturer's specifications for the liner diameter. For the liner to achieve the required water tightness and specified mechanical properties, the following parameters must be controlled during the entire curing process, giving the Engineer a record of the curing parameters over every segment of the entire length of the liner. This demonstrates that the entire liner is cured properly. The recording shall include:
 - i. Curing speed
 - ii. Light source working & wattage
 - iii. Inner air pressure
 - iv. Curing temperatures
 - v. Date and time
 - vi. Length of liner
- f. This shall be accomplished using a computer and database that are tamper-proof. **During the curing process, infrared sensors shall be used to record curing data that will be submitted to the Engineer with a post CCTV inspection.**
- g. The optimal curing speed, or travel speed of the energized UV light sources, is determined for each length of liner based on liner diameter, liner thickness, and exothermic reaction temperature. Curing speed shall be as recommended by the manufacturer and determined by contractor based on various site specific field conditions.

- h. If the liner is manufactured with a removable inner film, the inner film material shall be removed and discarded after curing to provide optimal quality of the final product.

3.02 SUBMITTALS

- a. UV GRP Cured-In-Place Pipe - CONTRACTOR shall submit the following:
 - i. Summary table of CIPP material properties, including short-term flexural modulus of elasticity, 50-year flexural modulus of elasticity, short-term flexural strength (bending stress), 50-year flexural strength (bending stress), and chemical resistance. Certified test reports shall be submitted verifying each value as described below.
 - ii. Independent third party certified laboratory test reports demonstrating that the exact resin/liner combination to be used for this project meets the requirements for initial structural properties and chemical resistance (performed in accordance with ASTM F1216).
 - iii. Independent third party certified laboratory test reports demonstrating that the exact resin and liner to be used for this project has been tested for long-term flexural modulus of elasticity and long-term flexural strength (i.e. 10,000 hour creep testing performed in accordance with ASTM 2990 or DIN 761 for design conditions applicable to this project). When filled resins are proposed, complementary data of the same data for unfilled resin shall also be provided. If the data submitted is not for the exact liner to be used on this project, submit a detailed description of the physical properties of both the liner used in the test and the liner to be used for this project to demonstrate that the two liners are comparable in terms of physical properties.
 - iv. Test shall be performed for 10,000 hours under test conditions and loadings described below. The data points from 1,000 hours to 10,000 hours, or such other time period as determined by the ENGINEER based on the curve or slope of the plotted data, of the Long-term Flexural Modulus shall be extrapolated using a Microsoft Excel log- log scale linear regression analysis to determine the minimum service life performance of the resin-tube.
 - v. Testing shall be conducted at:
 - I. Temperature 21°C to 25°C
 - II. Relative humidity: 50% minimum
 - III. Load: Load shall be calculated at 0.25% of the short term E-modulus as tested per ASTM D790 or ISO 178, or as approved by ENGINEER.
 - vi. The name of the liner and resin manufacturer, the location of the facility where each was manufactured, and a list of appurtenant materials and accessories to be furnished.
 - vii. Structural design calculations and specification data sheets listing all parameters used in the liner design and thickness calculations based on Appendix X1 of ASTM F2019 for each pipe segment with less than 10% ovality. If the ovality is 10% or greater, use either the ASCE or the WRc Sewerage Rehabilitation Manual, Type II Design, Section 5.3.2.iii for non-round pipe.
 - viii. The quality management system for the wet-out facility must be registered in accordance with and conform to the current ISO 9001 standard. It must ensure that proper materials and amounts are used in the resin saturation process and in liner shipping and storage. At a minimum, the quality

control documentation shall include resin lot numbers, volumes of resin, catalyst, enhancers, date of wet-out, storage / transportation controls, and quality assurance procedures.

- ix. Installation quality control plan, including bypass pumping plans, mainline sewer cleaning plans, cleanliness requirements, liner shot plan and sequence, liner installation standard procedures (including, but not limited to, minimum / maximum allowable installation pressures and speeds certified by the liner manufacturer), intermediate manhole exposed liner restraining method, light train sizing, temperature monitoring plan, odor control procedure, and plan to manage flow to/from laterals during lining.
- x. Curing schedule for each lining segment.
- xi. Available standard written warranty from the manufacturer.
- xii. The submittal of a Company's Health and Safety Program and all required documents to demonstrate and prove that all employees are Confined Space Entry trained and Rescue trained as well. A site specific Health and Safety Program will be created and submitted for review. All CONTRACTOR employees shall have all training documents submitted prior to work commencing for review.

3.03 WARRANTY

- A. All lining work shall be fully guaranteed by the CONTRACTOR for a period of 1 year from the date of Final Acceptance unless otherwise stipulated in writing by the OWNER prior to the date of Conditional Acceptance. During this period, all serious defects discovered by the OWNER or ENGINEER shall be removed and replaced by the CONTRACTOR in a satisfactory manner at no cost to the OWNER. In addition, the OWNER may conduct independent television inspections, at its own expense, of the lining Work at any time prior to the completion of the guarantee period.

3.04 SAFETY

- A. The Contractor shall carry out his operations in strict accordance with all applicable OSHA Standards. Particular attention is drawn to those safety requirements involving work on elevated platforms and entry into a confined space. It shall be the Contractor's responsibility to familiarize himself with OSHA Standards and Regulations pertaining to all aspects of this type of work. All equipment used on this project should be safe to operate and designed to eliminate manhole entry. If manhole entry is required, all OSHA guidelines for confined space entry shall be followed.

3.05 NOTIFICATION OF RESIDENTS

- A. Prior to starting work, it is the responsibility of the Contractor to notify all residents that the lining process could affect. This notification shall consist of written information that outlines the CIPP process and timing of the project. This notification must be given a minimum of forty-eight (48) hours in advance of work in a given neighborhood.

3.06 BYPASS SEWAGE FLOW

- A. Main lines shall be kept in service by bypassing sewage flow around the section or sections of sewer to be lined. The bypass shall be made by plugging the existing upstream manhole or adjacent sewer system. Pump and bypass lines shall be of adequate capacity and size to accommodate the flow without sewer backup. Sewer service connections within the section to be lined shall be temporarily taken out of service by the Contractor to permit relining. The operation of bypass pumping shall be considered incidental to the work. If sewage backup

occurs and enters buildings, the Contractor shall be wholly responsible for cleanup, repair, and property damage costs and claims.

3.07 ACCESSIBILITY OF WATER FOR CLEANING

- A. The Contractor is required to obtain a portable water meter from the Hernando County Utility Department (HCUD). All fresh water necessary for performance of work under this contract shall be obtained from approved fire hydrants and metered per the requirements of the HCUD. Requirements of the HCUD shall be strictly followed. The HCUD will require an initial meter deposit. It is the responsibility of the Contractor to make these arrangements prior to start of this project.

3.08 CLEANING SEWERS

- A. Internal debris shall be removed from the existing pipeline. All roots, debris and protruding service connections shall be removed. Pipes shall be cleaned with hydraulically powered equipment, high-velocity jet cleaners, or mechanically powered equipment. This equipment shall be capable of sufficiently cleaning and clearing the existing pipe. During the sewer cleaning operations, satisfactory precautions shall be taken in the use of cleaning equipment to prevent additional damage to the existing pipe.

3.09 TELEVISION INSPECTION

A. After the sewer section to be lined is thoroughly cleaned, inspection shall be made with a color pan and tilt, 360° rotating head camera specifically designed and constructed for sewer inspection. Each sewer to be televised shall be field-investigated to determine the need for plugging to eliminate flow from the line section. Lighting for the camera shall provide a clear picture of the entire periphery of the existing sewer. If the television inspection shows any areas where the sewer inside diameter may be deflected, decreased, or obstructed, the Engineer will coordinate a point repair. The Contractor shall carefully inspect the interior of the pipeline to determine the location of any conditions that may prevent proper installation of the impregnated tube. These conditions may include protruding service taps, collapsed or crushed pipe, and reductions in the cross-sectional area of more than 40%. The Contractor shall note these conditions so that they can be corrected. The original pipeline shall be cleared of these obstructions at the contracted unit price. Protruding taps or service connections which will obstruct or hinder the insertion of the liner, shall be removed to allow the liner to pass through. If inspection reveals an obstruction that cannot be removed by conventional sewer cleaning equipment, then a point repair excavation shall be recommended to remove or repair the obstruction. The Engineer shall be notified immediately when the Contractor has determined the need for a point repair.

B. Upon completion of the liner installation the CONTRACTOR shall perform a television inspection to document the as-built condition. The CONTRACTOR shall provide two copies of as-built inspection to the OWNER in digital format for review and acceptance by the OWNER.

3.10 SERVICE CONNECTIONS

- A. Existing sewer service connections shall be reinstated through the use of a closed-circuit television camera and a remote-controlled (robotic) cutting device: Inactive sewer service connections shall not be cut. The exact location and number of service connections shall be determined from TV tapes and/or in the field. It shall be the Contractor's responsibility to accurately field locate all existing service connections. The Contractor shall reconnect all service connections to the lined pipe. Experienced operators shall make connections so that no blind attempts or holes are made in the liner pipe. The Contractor shall be responsible for restoring/correcting without any delay, all missed or faulty reconnections, as well as for any damage caused to property owners for not reconnecting the services soon enough or for not giving notice to the owners. All existing service

connections shall be reconnected by remote TV controlled cutting device. All service connections shall be fully opened (95% to 100%) within 24 hours. No partial cuts shall be permitted over a weekend or overnight. When the service connection is reestablished, the invert of the service connection shall match the bottom of the reinstated service opening. The service shall be reinstated from a minimum of 95 percent to a maximum of 100 percent of internal diameter of the original service connection. The sewer service connection cuts shall be uniform and brushed to remove burrs and sharp edges. After all service laterals have been cut, the line section shall be flushed and all coupons from the re-established laterals retrieved. These retrieved coupons shall be properly disposed and not washed down the line. The contractor shall be held responsible for service back-ups caused by accumulated coupons and liner material left in the sewer.

3.11 FIT AND FINISH

- A. The finished liner shall be continuous over the entire length of the sewer section. The finished liner shall tightly conform to the walls of the existing (host) sewer main; therefore, it is the Contractor's responsibility to verify the section lengths and pipe dimensions. No gap or annular space between the finished liner and the existing (host) sewer main shall be visible at the manhole, sewer service connection, or other exposed points within the finished lined section. The finished liner shall be homogeneous throughout and free of any wrinkles, protrusions, holes, cracks, foreign material, blisters, or other deleterious faults or defects, which in the opinion of the Engineer, will affect the liner's structural integrity, hydraulic performance, future maintenance access, and overall line performance.

PART 4. MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

- i. Measurement of CIPP liner shall be by the number of feet, measured from center-to-center of small drainage structures or between open ends including the length of pipe bends and branches.

- 4.02 PAYMENT

- i. Payment for all inspections is included with the contract unit price of the corresponding pay item.
- ii. Payment for accepted quantities shall be made at the contract prices and paid in monthly progress payments for all work performed in that month.

7.3. Technical Requirements - Storm Drain Lines ONLY (CCP)

Centrifugally Cast Pipe (CCP) is defined as the application of centrifugally cast materials onto the interior of an existing conduit.

A. PRODUCTS

1. Geopolymer Lining Material

- a. The geopolymer lining material shall be a micro-fiber reinforced ultra-dense geopolymer. This material provides a high strength fiber reinforced mortar specifically designed for ease of mechanical pumping, spraying and spin casting.
- b. The nano-ceramic geopolymer liner shall not clog spinner heads or spray equipment.
- c. The geopolymer liner can also be used to repair, resurface, or rebuild pits, sumps, trenches, tunnels, bridges, piers or any concrete structure that has experienced deterioration.

- d. The geopolymer liner shall be designed to produce a liner with improved compressive and flexural strength, high adhesion to damp surfaces, lower permeability, and increased resistance to aggressive chemical attack.
- e. This fiber reinforced formula shall be engineered to improve hydraulic abrasion resistance, provide dimensional stability, and protect against penetration by substances such as fats, oils, gases, chloride ions found in marine applications, and where high corrosion exists within a sewer system.
- f. Additional materials including chemical grouts and hydraulic cements necessary to stop infiltration and create a surface for the geopolymer lining be applied to may be necessary. Specific materials must be compatible with the geopolymer lining and the Owner reserves the right to require preapproval of such materials.

2. Cementitious Lining Material

- a. The cementitious lining material shall be a high strength, high build, abrasion resistant and corrosion resistant mortar, based on advanced cements and additives. When mixed with the appropriate amount of water, a paste-like material which can be sprayed, cast or pumped into areas one-quarter inch (¼") and larger shall be obtainable.
- b. The hardened, finished liner shall be a dense and highly impermeable pipe within a pipe. The above stated performance shall be achieved by a complex formulation of mineral, organic and densifying agents and sophisticated chemical admixtures including rust inhibitors. Graded quartz sands are to be used to enhance particle packing and further improve the fluidity and hardened density. The resultant composition shall possess excellent thin-section toughness, a high modulus of elasticity in flexure and strong self-bonding capabilities. Fibers are to be added as an aid to the centrifugal casting process, for increased cohesion and to enhance flexural strength.
- c. The water content shall be adjusted to achieve consistencies ranging from plastic to modeling clay. The lining mortar shall be capable of being cast against soil, metals, wood, plastic or other normal construction materials.

3. The centrifugally cast lining material shall conform to the following minimum requirements:

	Physical Properties	ASTM Reference	Requirements
Compressive Strength	ASTM C39 or C109 2,500 psi @ 1 day	8,000 psi @ 28 days	Flexural Strength ASTM C78 600 psi @ 7 days 800 psi @ 28 days
Tensile Strength	ASTM C496 650 psi @ 28 days	Modulus of Elasticity	ASTM C469 1,000,000 psi @ 1 day 3,560,000 psi @ 28 days
Bond Strength	ASTM C882 900 psi @ 1 day 2,100 psi @ 28 days	Freeze Thaw Durability	ASTM C666 Zero loss 300 cycles
Set Time	ASTM C403 ¹ ASTM C807 ² Initial – Less than 150 min ¹ Final – Less than 240 min ¹	Initial – Less than 75 min ² Final – Less than 120 min ²	

¹Cementitious Lining Material ²Geopolymer Lining Material

4. The structural centrifugally cast lining rehabilitation system shall be designed based on observed soil loads, HS20 traffic loads, factor of safety of 2.0, and in accordance with a "Fully deteriorated gravity pipe condition". The Contractor shall submit liner thickness calculations to the County. These calculations will be

performed by a third party registered professional engineer. The liner thickness calculations shall include the total weight of dry material needed to complete the installation.

5. The minimum installed centrifugally cast liner thickness shall be one inch (1.0"). This thickness shall be measured from the high point of the repeating undulations in coated metal pipe (CMP). For structural plate culvert materials, the cover over the projecting bolts shall be a minimum of ½-inch, making the minimum applied thickness for these culverts one inch (1.0"). The liner thickness shall be applied to the thickness specified by the third party registered professional engineer, but at no point shall it be less than the required minimum of one inch (1.0").

B. INSTALLATION

1. 1. Geopolymer Lining Material

a. Preparation

- i. The contractor shall mix geopolymer material to manufacturer's recommended water/cement ratio. Precision metering of water in a continuous mixing chamber is required to maintain the strict water to material ratio. It is important to maintain the specified water to polymer ratio throughout the application process. Uniform water to polymer ratio equates to consistent strength. The ability to closely adjust and monitor the addition of water through the use of a sight tube system is required.
- ii. Mixing water temperatures must be determined before blending operations begin. The mixing water temperature must be recorded in the daily operation log at multiple times throughout the day during the installation process. If water temperatures exceed 80° F, then the water should be chilled to 80° F or lower. The ability to provide mixing water at a consistent temperature is a critical aspect of the mixing and installation process. Industrial electronic chillers are available and should be of a suitable capacity to provide the proper amount of water and at the required temperature. High temperature applications, those greater than 80° F, require the use of water chillers to maintain the water at the proper temperature.
- iii. The geopolymer lining material shall be mixed in a high shear mixer. This ensures thorough and uniform mix of water with the material prior to pumping. Begin pumping through an adjustable rotor stator pump for continuous delivery to the appropriate application device.
- iv. The mixing operations must be performed so that the minimum of dust is released into the surrounding environment.
- v. This process requires the use of continuous automated mixing and pumping, which eliminates human error and mechanical issues associated with maintaining consistent water/material ratio, mix time, mix speed and dwell time prior to pumping. The automation of dry material feed rate, precise metering of water and pump rate eliminates wet/dry and thick/thin variations resulting in a uniform structure regardless of the pumping distance.
- vi. Pumps must be equipped with multiple sensors that stop the pump if material either runs out or is overflowing.

- vii. Multiple pumps shall be onsite at all times in the event one pump has mechanical difficulties.
- viii. Multiple spin casting units should be onsite to address any application issues that arise during the lining process.
- ix. Multiple spin cast nozzles should be onsite at all times to address any application issues or failure of the nozzle. Multiple nozzles may be required to produce the required depth or finish of the liner surface.

b. Spray Application

- i. The work consists of spray applying and/or centrifugally spin-casting the specified geopolymer liner material to the inside of an existing structure. The necessary equipment and application methods to apply the liner materials shall be only as approved by the material Manufacturer. Material shall be mixed in accordance with Manufacturer's specifications to proper consistency, then the materials shall be pumped through a material plaster hose for delivery to the appropriate and / or selected application device.
- ii. The mortar delivery hose shall be coupled to a high speed rotating applicator device.
- iii. The rotating casting applicator shall then be positioned within the center, or positioned higher inside the pipe, as required by the diameter the pipe.
- iv. The spin cast nozzle must be cable of bidirectional operation.
- v. The spin cast nozzle should be attached to a reciprocating head. The reciprocating head allows the spin cast mechanism and the associated selected nozzle to make multiple passes on the pipe wall in a single pass of the sled assembly.
- vi. The high speed rotating applicator shall then be initialized, and pumping of the material shall commence. As the material begins to be centrifugally cast evenly around the interior of the cavity, the rotating applicator head shall uniformly travel back and forth at or near the center point of the pipe at a controlled frequency conducive to providing a uniform material thickness to the pipe walls.
- vii. Controlled multiple passes shall then be made until the specified minimum finished thickness is attained. If the procedure is interrupted for any reason, the operator shall arrest the retrieval of the applicator head until flows are recommenced.
- viii. Spraying shall be performed by starting at the pipe end-project location and progressing towards the entrance of the pipe.
- ix. Begin at one side of the pipe, and retract the spin cast assembly at a monitored uniform rate. Just as important as knowing that a consistent amount of water is being added to the mix, the retrieval rate of the spin head must be measurable and constant. At the beginning of each pipe segment the retraction device should be calibrated. The calibration process includes setting the digital readout to the desired retrieval rate. Then the retrieval system is laid out and marked to show the distance

- traveled in two minutes. The rate obtained must be within 5% of the expected speed and can be verified by this process.
- x. The geopolymer liner shall be applied to a specified uniform minimum thickness and can be applied in multiple passes.
 - xi. Material thickness may be verified at any point with a depth gauge and shall be no less than a uniform 1/4-inch. If additional material is required at any level, the rotating applicator head shall be placed at the location and application shall recommence until that area meets the required thickness.
 - xii. The geopolymer lining material shall be applied to a damp surface, with no flowing water.
 - xiii. When the pipe is sufficiently out of round hand spray application of the geopolymer lining maybe necessary, the mortar delivery hose shall be coupled to a medium-velocity spray application nozzle. Pumping of the material shall commence and the material shall be atomized by the introduction of air at the nozzle, creating a medium-velocity spray pattern for material application.
 - xiv. Hand spraying shall be performed by starting at the bottom of the structure and progressing up the wall.
 - xv. The medium-velocity spray nozzle and the centrifugal spin casting head may be used in conjunction to facilitate uniform application of the material to irregularities in the contour of the pipe walls.
 - xvi. If desired, the geopolymer liner may be troweled following the spray application. Initial troweling shall be in an upward motion, to compress the material and solidify the pipe wall. Precautions shall be taken not to over- trowel. Only a wood float or Magnesium (Mg) float should be utilized.
 - xvii. The geopolymer liner should not be placed when the ambient temperature is 37°F and falling or when the temperature is anticipated to fall below 32°F during the next twenty-four (24) hours, unless specific precautions are employed.
 - xviii. Refer to ACI 305R-99 Hot Weather Concreting. Do not apply geopolymer liner material when ambient and surface temperatures are 100°F and above. Shade the material and prepare the surface to keep it cool. To extend working time, mix the material with chilled water. Be certain the substrate is saturated surface dry (SSD) before application begins. Proper curing is always required and is particularly important in hot weather.
 - xix. Refer to ACI 306R-88 Cold Weather Concreting. Low-substrate and ambient temperatures slow down the rate of set and strength development. At temperatures below 45°F, warm the material and monitor substrate temperatures. Properly ventilate the area when heating. Protect the new liner from freezing in the first six (6) hours after application.
- c. Curing

- i. Follow manufacturer's recommended cure schedule in curing of the geopolymer liner. The material must be allowed to cure a minimum of two (2) hours or until the material has reached an initial set condition whichever is longer prior to the release of bypass or flow through the pipe.
- ii. Proper steps shall be taken to ensure the material is cured in a moist and moderate climate. General underground conditions are usually adequate to meet this curing requirement. However, when situations of dry and/or hot conditions are present, the use of a wind barrier and fogging spray may be required.

2. Cementitious Lining Material

a. Preparation

- i. The Contractor mix the cementitious material to manufacturer's recommended water/cement ratio with a high-speed shear type mixer until proper consistency is obtained. The Contractor shall continue to agitate the mortar to prevent thickening beyond the desired fluidity. The working time is approximately thirty (30) minutes depending upon the ambient conditions.

b. Spray Application

- i. The Contractor shall position the bi-directional rotating casting applicator within the culvert pipe as required by the Manufacturer and commence pumping the mortar. As the mortar begins to be centrifugally cast evenly around the interior, the Contractor shall retrieve the applicator head at the best speed for applying the thickness that has been specified. The spinning applicator head shall be positioned inside the pipe at a height to maximize the application of the material while. Additional spinning applicator heads shall be available on site. If the mortar flow is interrupted for any reason, the Contractor shall arrest the retrieval of the applicator head until the mortar flow is restored. Throughout the application process the Contractor shall verify the thickness using an appropriate tool.
- ii. The cementitious liner should not be placed when the ambient temperature is 37°F and falling or when the temperature is anticipated to all below 32°F during the next twenty-four (24) hours, unless specific precautions are employed.
- iii. Refer to ACI 305R-99 Hot Weather Concreting. Do not apply geopolymer liner material when ambient and surface temperatures are 100°F and above. Shade the material and prepare the surface to keep it cool. To extend working time, mix the material with chilled water. Be certain the substrate is saturated surface dry (SSD) before application begins. Proper curing is always required and is particularly important in hot weather.
- iv. Refer to ACI 306R-88 Cold Weather Concreting. Low-substrate and ambient temperatures slow down the rate of set and strength development. At temperatures below 45°F, warm the material and monitor substrate temperatures. Properly ventilate the area when heating. Protect the new liner from freezing in the first six (6) hours after application.

c. Curing

- i. Follow manufacturer's recommended cure schedule in curing of the geopolymer liner.
- ii. The Contractor shall use an ASTM C309 conforming curing compound.

3. Termination and Sealing

- a. Termination of the centrifugally cast liner at the end of a pipe shall be completed by hand applying the centrifugally cast liner to the outer surface of the pipe or into the interior of the host structure.

4. Daily Activity Logs

- a. A Daily Activity Log will be filled out completely anytime a work crew is on site. This log includes listing the personnel present at the site, when they arrived and when they left the site.
- b. Important spray data includes the times material was applied and under which atmospheric conditions. The ambient air temperature, the dry powder temperature, the mixing water temperature, and the temperature inside the pipe are all recorded on the daily activity report.
- c. The operating conditions are also recorded. These measurements include the water addition rate taken at the meter tube, the retrieval speed of the retraction system and the pump motor speed recorded at the pump. Any special conditions are to be noted in the daily log.
- d. Additionally, the record for each installation shall include the date, location, length, diameter, rehabilitation system employed, wall thickness, pounds of material used, crew member names, weather, visitors names, and any other pertinent information germane to the installation.
- e. These records shall be transmitted to the County with the pre and post CCTV inspections of each installation.

C. POST INSTALLATION

1. Where rehabilitation systems of any type are installed in two (2) or more continuous segments, the invert through the intermediate manholes/structure shall be left intact. Final finishing of the installation in those intermediate manholes/structures shall require removal of the top of the exposed rehabilitation system and neat trimming of the edge at the midpoint of the existing pipe. The remaining rehabilitation material may be used as a form for the installation of the invert.
2. Portions of any piece of rehabilitation material removed during installation shall be available for inspection and retention by the County.
3. Each line segment lined shall be TV inspected as soon as practical after processing to assure complete curing and/or installation. Segments not fully conforming to these Specifications must be immediately brought to the County's attention with a proposed method of correction, which is accordance with manufacturer's recommendations.

D. REMOTE CONNECTION REINSTATEMENT

1. For CCP applications, special care shall be taken to positively identify and locate remote connections. Theses remote connections shall be protected from overspray during the installation process of the CCP material.

Following installation, remote connections shall be opened and the interface between the main line pipe and the remote connection pipe shall be treated with the same material used in the CCP process. The intent of this treatment is to provide a watertight seal between the main line pipe and the remote connection pipe.

E. TESTING

1. The Contractor shall have an independent, third party testing lab, approved by the County, analyze finished liner samples taken from the lined pipe sections in accordance with the manufacturer's recommendations, or in accordance with the specified testing standard.
 - a. A minimum of one (1) sample shall be taken for each pipe diameter per work order for each rehabilitation system used.
 - b. For CCP, a minimum of six (6) cylinder samples are to be taken at a position as close as practical to the discharge and placement point of the mixture on the pipe.
 - c. For CCP, thickness verification can be done with mass balance calculations where you calculate the amount of material that went in over the surface area to get an average depth. Small indicator tabs or screws can be attached on the structure to verify the proper thickness is achieved. These are positioned to be just below the specified thickness and are left in place when sprayed over.
 - d. Tests in accordance with ASTM standards;
 - i. For CCP samples, test for Flexural Strength, Compressive Strength, Tensile Strength, and Modulus of Elasticity per these specifications and liner thickness per the particular work order design calculations.
 - e. The Contractor shall determine sampling location and procedures to ensure representative samples are obtained from the finished liner, subject to approval by the County.
 - f. The Contractor shall be responsible for the cost of sample preparations and testing as these activities are considered incidental to the rehabilitation system employed. Additionally, the Contractor is responsible for all repairs necessitated by destructive testing techniques. Repairs to rehabilitation systems following destructive testing shall be approved by the rehabilitation system manufacturer and the County.
 - g. Sample testing results shall be transmitted to the County within sixty (60) days following the completion of the work order.
 - h. The County will accept test results only from County pre-approved third-party laboratories.
 - i. The County reserves the right to perform confirmation testing of rehabilitated storm systems with its own forces, or with contracted firms specializing in this type testing. In these cases, the findings of this audit process will be considered to supersede any other results previously presented.

F. TELEVISION INSPECTION

1. After completing rehabilitation, remote connection renewals where directed by the County, and manhole/structure rehabilitation/replacement, every rehabilitated section and manhole/structure shall be CCTV inspected with a 360° integral light head camera as soon as practical to verify proper installation.
2. All rehabilitated sections must be CCTV inspected. Care shall be taken to fully examine the rehabilitated storm system, with particular attention to adequate lighting and camera travel speed.

G. ACCEPTANCE

1. It is the intent of these specifications that the completed rehabilitation system with all appurtenances shall be essentially equivalent in final quality and appearance to new pipe installation. The conditions of the existing host pipe will be taken into consideration.
2. The finished rehabilitation system shall be continuous over the entire segment between manholes/structures and homogenous throughout.
3. The finished rehabilitation system shall be fully rounded and as free as commercially practicable from visible defects, including but not limited to damage, deflection, holes, delamination, ridges, cracks, uncured resin, foreign inclusions or other objectionable defects.
4. There shall be no visible infiltration through the rehabilitation system, around the system at manhole/structure connections, or at remote connections. Contractor shall repair any visible leaks.
5. Where a defect in the rehabilitation system requires removal of a section of the rehabilitated pipe, in the County's opinion, the Contractor shall make all repairs as required by the County and shall install a segmental repair, compatible with the rehabilitation system, to accomplish a continuous finished section. No separate payment will be made for such defect repair.

H. DOCUMENTATION

1. The Contractor shall complete work on each asset as assigned by the Stormwater Superintendent and provide all documentation as needed.

I. ALTERNATIVE TECHNOLOGIES AND REHABILITATION SYSTEMS

1. The Hernando County Department of Public Works recognizes that construction technologies are evolving quickly and that there may be alternate technologies or rehabilitation systems available or arising not covered by this specification. Where alternate technologies or rehabilitation systems can be shown to be a more practical and cost-effective method of achieving the same intent of this specification, they will be considered on a case-by-case basis. Pricing for alternate technologies or rehabilitation systems shall be in concert with the force account specifications included in this specification.

J. WARRANTY

1. The Contractor shall guarantee his work for a warranty period of three (3) years from the date of final acceptance. If, at any time during the warranty period, any leakage, cracking, loss of bond, or other discontinuity is identified, the Contractor shall make repairs acceptable and at no additional cost to the County.

8. FEDERAL - Required Terms and Conditions for All Federally Funded Contracts - General

The below will need to be completed by awardee if a Task Order/Contract is funded through Federal Funding.

8.1. FEDERAL TERMS AND CONDITIONS APPLICABLE TO THIS CONTRACT

This Contract is or may become fully or partially Federally Grant funded. To the extent applicable, Contractor shall comply with the clauses as enumerated below. Contractor shall adhere to all grant conditions as set forth in the requirements of the associated grants, which have been made available to Contractor, as well as all applicable Federal laws, rules, and regulations. Including, but not limited to, those set forth below, as well as those listed herein, which are incorporated herein by reference:

- 2 CFR. 25.110
- 2 CFR Parts 170 (including Appendix A), 180, 200 (including Appendixes), and 3000
- Executive Orders 12549 and 12689
- 41 CFR s. 60-1(a) and (d)
- Consolidated Appropriations Act, 2021, Public Law 116-260 related to salary limitations

If Contractor cannot adhere to or objects to any of the applicable federal requirements, Contractor's bid may be deemed unresponsive. The provisions in this Exhibit are supplemental and in addition to all other provisions within the Contract. In the event of any conflict between the terms and conditions of this Exhibit and the terms and conditions of the remainder of the Contract, the terms and conditions of this Exhibit shall prevail. However, in the event of any conflict between the terms and conditions of this Exhibit and the terms and conditions of any federal grant award used to fund the goods and/or services to be provided under this Contract, the terms and conditions of the federal grant funding award shall control.

8.2. Drug Free Workplace Requirements (Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), 2 CFR § 182)

Contractor must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

8.3. Conflict of Interest (2 CFR § 200.112)

Contractor must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy. Further, the County is required to maintain conflict of interest policies as it relates to procured contracts, which may be found in the Hernando County Procurement Manual . The Hernando County Procurement Manual is available

at <https://www.hernandocounty.us/home/showpublisheddocument/9115/638531821729130000> . All Contractors shall familiarize themselves with such policies.

8.4. Mandatory Disclosures (31 U.S.C. §§ 3799 – 3733)

Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract. The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

8.5. Utilization of Minority and Women's Firms (M/WBE) (2 CFR § 200.321)

The Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible when obtaining suppliers and subcontracting work to be performed under this contract/solicitation, in accordance with 2 CFR 200.321. Affirmative steps must include:

- Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- Requiring prime contractors, if subcontracts are to be let, to take the affirmative steps listed in paragraphs above.

Prior to contract award, Contractor shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

- Florida Department of Management Services (Office of Supplier Diversity)
- Florida Department of Transportation
- Minority Business Development Center in most large cities and
- Local Government M/DBE programs in many large counties and cities

8.6. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708 as supplemented by 29 CFR Part 5)

- A. Overtime requirements: No Contractor subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the clause set forth in paragraph (b)(1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be

computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).

C. Withholding for unpaid wages and liquidated damage:

1. Withholding Process: The County may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime Contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, any other federal contract with the same prime Contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime Contractor (as defined in § 5.2). The necessary funds may be withheld from the Contractor under this contract, any other federal contract with the same prime Contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime Contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the Contractor liability for which the funds were withheld.
2. Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:
 - a. A Contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
 - b. A contracting agency for its procurement costs;
 - c. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a Contractor, or a Contractor's bankruptcy estate;
 - d. A Contractor's assignee(s);
 - e. A Contractor's successor(s); or
 - f. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

D. Subcontracts: The Contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (5) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime Contractor, and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

E. Anti-retaliation: It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote,

intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

1. Notifying any Contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
 2. Filing any complaint, initiating, or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
 3. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
 4. Informing any other person about their rights under CWHSSA or this part.
- F. The Contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of three years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid.
- G. Records to be maintained under this provision must be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

8.7. [Clean Air Act \(42 U.S.C. 7401–7671q.\) and the Federal Water Pollution Control Act \(33 U.S.C. 1251–1387, as amended\)](#)

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The Contractor agrees to report each violation to Hernando County and understands and agrees that Hernando County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

8.8. [Debarment and Suspension \(2 CFR part 180, Executive Orders 12549 and 12689\)](#)

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

Contractor certifies that it and its principals, if applicable, are not presently debarred or suspended by any Federal department or agency from participating in this transaction. Contractor now agrees to verify, to the extent applicable that for each lower tier subcontractor that exceeds \$25,000 as a “covered transaction” under the Services to be provided is not presently disbarred or otherwise disqualified from participating in the federally assisted services. The Contractor agrees to accomplish this verification by:

- A. Checking the System for Award Management at website: <http://www.sam.gov>;
- B. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, herein;
- C. Inserting a clause or condition in the covered transaction with the lower tier contract.

8.9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

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

8.10. License and Delivery of Works Subject to Copyright and Data Rights (2 CFR 200.315(b))

The Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

8.11. Procurement of Recovered Materials (2 CRF 200.323 and 40 CFR Part 247)

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- A. Competitively within a timeframe providing for compliance with the contract performance schedule;
- B. Meeting contract performance requirements; or
- C. At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at Comprehensive Procurement Guideline (CPG) Program | US EPA. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

The Contractor should, to the greatest extent practicable and consistent with the law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable.

8.12. Access to Records and Reports

The Contractor agrees to provide Hernando County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, Hernando County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

8.13. Federal Changes

Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract/any awarded contract.

8.14. Safeguarding Personal Identifiable Information (2 CFR § 200.82)

Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

8.15. Prohibition On Utilization Of Cost Plus A Percentage Of Cost Contracts (2 CFR Part 200)

The County will not award contracts containing Federal funding on a cost-plus percentage of cost basis.

8.16. Energy Policy and Conservation Act (43 U.S.C. § 6201 and 2 CFR Part 200 Appendix II (H))

Contractor shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

8.17. Trafficking Victims Protection Act (2 CFR Part 175)

Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits Contractor from:

- A. Engaging in severe forms of trafficking in persons during the period of time that this Contract/resulting contract is in effect;
- B. Procuring a commercial sex act during the period of time that this Contract/resulting contract is in effect; or
- C. Using forced labor in the performance of the contracted services under this contract/a resulting contract. This Contract/resulting contract may be unilaterally terminated immediately by County for Contractor's violating this provision, without penalty.

8.18. Domestic Preference For Procurements (2 CFR § 200.322)

The Contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

For the purpose of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

8.19. Buy America (Build America, Buy America Act (Public Law 117-58, 29 U.S.C. § 50101. Executive Order 14005)

All iron, steel, manufactured products, and construction materials that are consumed in, incorporated into, or affixed to the project that is subject to this contract must be produced in the United States. Additional requirements may apply depending on the Federal granting agency's requirements, please check with the County for further details. Bidders shall be required to submit a completed Buy America Certificate with this procurement. Failure to submit a certificate or submission of an incomplete certificate may result in the bidder's submittal being deemed non-responsive.

8.20. Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2 CFR § 200.216)

- A. Definitions: As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services, as used in this clause.
- B. Prohibitions:
 - 1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

2. Unless an exception in paragraph (c) of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - b. Enter, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - c. Enter, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - d. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

C. Exceptions:

1. This clause does not prohibit Contractors from providing:
 - a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
2. By necessary implication and regulation, the prohibitions also do not apply to:
 - a. Covered telecommunications equipment or services that:
 - i. Are not used as a substantial or essential component of any system; and
 - ii. Are not used as critical technology of any system.
 - b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

D. Reporting requirement:

1. In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

2. The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

- a. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- b. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

E. Subcontracts: The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

8.21. Federal Funding Accountability and Transparency Act (FFATA) (2 CFR § 200.300; 2 CFR Part 170)

In accordance with FFATA, the Contractor shall, upon request, provide the County the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

8.22. Federal Agency Seals, Logos and Flags

The Contractor shall not use any Federal Agency seal(s), logos, crests, or reproductions of flags or likenesses of any federal agency officials without specific federal agency pre-approval.

8.23. No Obligation by Federal Government

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

8.24. Occupational Safety and Health Act of 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractors' compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

9. FEDERAL - Federal Emergency Management Agency Required Terms

The below Affirmations will need to be completed by awardee if a Task Order/Contract is funded through the Federal Emergency Management Agency.

9.1. DHS Seal, Logo, and Flags

The County must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

9.2. Compliance with Federal Law Regulations and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

9.3. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the recipient or subrecipient, Contractor, or any other party pertaining to any matter resulting from the contract.

9.4. Program Fraud and False or Fraudulent Statements or Related Acts

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

9.5. Access to Records

The following access to records requirements shall apply to this transaction:

- A. The Contractor agrees to provide Hernando County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcriptions.
- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The Contractor agrees to provide the FEMA Administrator or his/her authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- D. In compliance with section 1225 the Disaster Recovery Reform Act of 2018, Hernando County and the Contractor acknowledge and agree that no language in this document is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

9.6. Safeguarding Of Sensitive Information (Mar 2015)

This clause applies to the Contractor, its subcontractors, and Contractor employees (hereafter referred to collectively as "Contractor"). The Contractor shall insert the substance of this clause in all subcontracts.

A. Definitions. As used in this clause:

1. Personally Identifiable Information (PII)” means information that can be used to distinguish or trace an individual's identity, such as name, social security number, or biometric records, either alone, or when combined with other personal or identifying information that is linked or linkable to a specific individual, such as date and place of birth, or mother’s maiden name. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. In performing this assessment, it is important for an agency to recognize that non-personally identifiable information can become personally identifiable information whenever additional information is made publicly available—in any medium and from any source—that, combined with other available information, could be used to identify an individual. PII is a subset of sensitive information. Examples of PII include, but are not limited to: name, date of birth, mailing address, telephone number, Social Security number (SSN), email address, zip code, account numbers, certificate/license numbers, vehicle identifiers including license plates, uniform resource locators (URLs), static Internet protocol addresses, biometric identifiers such as fingerprint, voiceprint, iris scan, photographic facial images, or any other unique identifying number or characteristic, and any information where it is reasonably foreseeable that the information will be linked with other information to identify the individual.
 2. Sensitive Information” is defined in HSAR clause 3052.204-71, Contractor Employee Access, as any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of Title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:
 - a. Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107- 296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);
 - b. Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, “Policies and Procedures of Safeguarding and Control of SSI,” as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);
 - 3.
- B. Information designated as “For Official Use Only,” which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person’s privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

- C. Any information that is designated “sensitive” or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.
1. “Sensitive Information Incident” is an incident that includes the known, potential, or suspected exposure, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or unauthorized access or attempted access of any Government system, Contractor system, or sensitive information.
 2. “Sensitive Personally Identifiable Information (SPII)” is a subset of PII, which if lost, compromised or disclosed without authorization, could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual. Some forms of PII are sensitive as stand-alone elements. Examples of such PII include: Social Security numbers (SSN), driver’s license or state identification number, Alien Registration Numbers (A-number), financial account number, and biometric identifiers such as fingerprint, voiceprint, or iris scan. Additional examples include any groupings of information that contain an individual’s name or other unique identifier plus one or more of the following elements:
 - a. Truncated SSN (such as last 4 digits)
 - b. Date of birth (month, day, and year)
 - c. Citizenship or immigration status
 - d. Ethnic or religious affiliation
 - e. Sexual orientation
 - f. Criminal History
 - g. Medical Information
 - h. System authentication information such as mother’s maiden name, account passwords or personal identification numbers (PIN) Other PII may be “sensitive” depending on its context, such as a list of employees and their performance ratings or an unlisted home address or phone number. In contrast, a business card or public telephone directory of agency employees contains PII but is not sensitive. (c) Authorities. The Contractor shall follow all current versions of Government policies and guidance accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>, or available upon request from the Contracting Officer, including but not limited to:
 - i. DHS Management Directive 11042.1 Safeguarding Sensitive But Unclassified (for Official Use Only) Information
 - ii. DHS Sensitive Systems Policy Directive 4300A
 - iii. DHS 4300A Sensitive Systems Handbook and Attachments
 - iv. DHS Security Authorization Process Guide
 - v. DHS Handbook for Safeguarding Sensitive Personally Identifiable Information

- vi. DHS Instruction Handbook 121-01-007 Department of Homeland Security Personnel Suitability and Security Program
- vii. DHS Information Security Performance Plan (current fiscal year)
- viii. DHS Privacy Incident Handling Guidance
- ix. Federal Information Processing Standard (FIPS) 140-2 Security Requirements for Cryptographic Modules accessible at <http://csrc.nist.gov/groups/STM/cmvp/standards.html>
- x. National Institute of Standards and Technology (NIST) Special Publication 800-53 Security and Privacy Controls for Federal Information Systems and Organizations accessible at <http://csrc.nist.gov/publications/PubsSPs.html>
- xi. NIST Special Publication 800-88 Guidelines for Media Sanitization accessible at <http://csrc.nist.gov/publications/PubsSPs.html>

D. Handling of Sensitive Information. Contractor compliance with this clause, as well as the policies and procedures described below, is required.

1. Department of Homeland Security (DHS) policies and procedures on Contractor personnel security requirements are set forth in various Management Directives (MDs), Directives, and Instructions. MD 11042.1, Safeguarding Sensitive But Unclassified (For Official Use Only) Information describes how Contractors must handle sensitive but unclassified information. DHS uses the term "FOR OFFICIAL USE ONLY" to identify sensitive but unclassified information that is not otherwise categorized by statute or regulation. Examples of sensitive information that are categorized by statute or regulation are PCII, SSI, etc. The DHS Sensitive Systems Policy Directive 4300A and the DHS 4300A Sensitive Systems Handbook provide the policies and procedures on security for Information Technology (IT) resources. The DHS Handbook for Safeguarding Sensitive Personally Identifiable Information provides guidelines to help safeguard SPII in both paper and electronic form. DHS Instruction Handbook 121-01-007 Department of Homeland Security Personnel Suitability and Security Program establishes procedures, program responsibilities, minimum standards, and reporting protocols for the DHS Personnel Suitability and Security Program.
2. The Contractor shall not use or redistribute any sensitive information processed, stored, and/or transmitted by the Contractor except as specified in the contract.
3. All Contractor employees with access to sensitive information shall execute DHS Form 11000-6, Department of Homeland Security Non-Disclosure Agreement (NDA), as a condition of access to such information. The Contractor shall maintain signed copies of the NDA for all employees as a record of compliance. The Contractor shall provide copies of the signed NDA to the Contracting Officer's Representative (COR) no later than two (2) days after execution of the form.
4. The Contractor's invoicing, billing, and other recordkeeping systems maintained to support financial or other administrative functions shall not maintain SPII. It is acceptable to maintain in these systems the names, titles and contact information for the COR or other Government personnel associated with the administration of the contract, as needed.

- E. **Authority to Operate.** The Contractor shall not input, store, process, output, and/or transmit sensitive information within a Contractor IT system without an Authority to Operate (ATO) signed by the Headquarters or Component CIO, or designee, in consultation with the Headquarters or Component Privacy Officer. Unless otherwise specified in the ATO letter, the ATO is valid for three (3) years. The Contractor shall adhere to current Government policies, procedures, and guidance for the Security Authorization (SA) process as defined below.
1. **Complete the Security Authorization process.** The SA process shall proceed according to the DHS Sensitive Systems Policy Directive 4300A (Version 11.0, April 30, 2014), or any successor publication, DHS 4300A Sensitive Systems Handbook (Version 9.1, July 24, 2012), or any successor publication, and the Security Authorization Process Guide including templates.
 - a. **Security Authorization Process Documentation.** SA documentation shall be developed using the Government provided Requirements Traceability Matrix and Government security documentation templates. SA documentation consists of the following: Security Plan, Contingency Plan, Contingency Plan Test Results, Configuration Management Plan, Security Assessment Plan, Security Assessment Report, and Authorization to Operate Letter. Additional documents that may be required include a Plan(s) of Action and Milestones and Interconnection Security Agreement(s). During the development of SA documentation, the Contractor shall submit a signed SA package, validated by an independent third party, to the COR for acceptance by the Headquarters or Component CIO, or designee, at least thirty (30) days prior to the date of operation of the IT system. The Government is the final authority on the compliance of the SA package and may limit the number of resubmissions of a modified SA package. Once the ATO has been accepted by the Headquarters or Component CIO, or designee, the Contracting Officer shall incorporate the ATO into the contract as a compliance document. The Government's acceptance of the ATO does not alleviate the Contractor's responsibility to ensure the IT system controls are implemented and operating effectively. (ii) **Independent Assessment.** Contractors shall have an independent third party validate the security and privacy controls in place for the system(s). The independent third party shall review and analyze the SA package, and report on technical, operational, and management level deficiencies as outlined in NIST Special Publication 800-53 Security and Privacy Controls for Federal Information Systems and Organizations. The Contractor shall address all deficiencies before submitting the SA package to the Government for acceptance. (iii) **Support the completion of the Privacy Threshold Analysis (PTA)** as needed. As part of the SA process, the Contractor may be required to support the Government in the completion of the PTA. The requirement to complete a PTA is triggered by the creation, use, modification, upgrade, or disposition of a Contractor IT system that will store, maintain and use PII, and must be renewed at least every three (3) years. Upon review of the PTA, the DHS Privacy Office determines whether a Privacy Impact Assessment (PIA) and/or Privacy Act System of Records Notice (SORN), or modifications thereto, are required. The Contractor shall provide all support necessary to assist the Department in completing the PIA in a timely manner and shall ensure that project management plans and schedules include time for the completion of the PTA, PIA, and SORN (to the extent required) as milestones. Support in this context includes responding timely to requests for information from the Government about the use, access, storage, and maintenance of PII on the Contractor's system, and providing timely review of relevant compliance documents for factual

accuracy. Information on the DHS privacy compliance process, including PTAs, PIAs, and SORNs, is accessible at <http://www.dhs.gov/privacy-compliance>.

2. Renewal of ATO. Unless otherwise specified in the ATO letter, the ATO shall be renewed every three (3) years. The Contractor is required to update its SA package as part of the ATO renewal process. The Contractor shall update its SA package by one of the following methods:
 - a. Updating the SA documentation in the DHS automated information assurance tool for acceptance by the Headquarters or Component CIO, or designee, at least 90 days before the ATO expiration date for review and verification of security controls; or
 - b. Submitting an updated SA package directly to the COR for approval by the Headquarters or Component CIO, or designee, at least 90 days before the ATO expiration date for review and verification of security controls. The 90 day review process is independent of the system production date and therefore it is important that the Contractor build the review into project schedules. The reviews may include onsite visits that involve physical or logical inspection of the Contractor environment to ensure controls are in place.
 - c. Security Review. The Government may elect to conduct random periodic reviews to ensure that the security requirements contained in this contract are being implemented and enforced. The Contractor shall afford DHS, the Office of the Inspector General, and other Government organizations access to the Contractor's facilities, installations, operations, documentation, databases and personnel used in the performance of this contract. The Contractor shall, through the Contracting Officer and COR, contact the Headquarters or Component CIO, or designee, to coordinate and participate in review and inspection activity by Government organizations external to the DHS. Access shall be provided, to the extent necessary as determined by the Government, for the Government to carry out a program of inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability and confidentiality of Government data or the function of computer systems used in performance of this contract and to preserve evidence of computer crime.
 - d. Continuous Monitoring. All Contractor-operated systems that input, store, process, output, and/or transmit sensitive information shall meet or exceed the continuous monitoring requirements identified in the Fiscal Year 2014 DHS Information Security Performance Plan, or successor publication. The plan is updated on an annual basis. The Contractor shall also store monthly continuous monitoring data at its location for a period not less than one year from the date the data is created. The data shall be encrypted in accordance with FIPS 140-2 Security Requirements for Cryptographic Modules and shall not be stored on systems that are shared with other commercial or Government entities. The Government may elect to perform continuous monitoring and IT security scanning of Contractor systems from Government tools and infrastructure.
 - e. Revocation of ATO. In the event of a sensitive information incident, the Government may suspend or revoke an existing ATO (either in part or in whole). If an ATO is suspended or revoked in accordance with this provision, the Contracting Officer may direct the Contractor to take additional security measures to secure sensitive information. These measures may include restricting access to sensitive information on

the Contractor IT system under this contract. Restricting access may include disconnecting the system processing, storing, or transmitting the sensitive information from the Internet or other networks or applying additional security controls.

- f. Federal Reporting Requirements. Contractors operating information systems on behalf of the Government or operating systems containing sensitive information shall comply with Federal reporting requirements. Annual and quarterly data collection will be coordinated by the Government. Contractors shall provide the COR with requested information within three (3) business days of receipt of the request. Reporting requirements are determined by the Government and are defined in the Fiscal Year 2014 DHS Information Security Performance Plan, or successor publication. The Contractor shall provide the Government with all information to fully satisfy Federal reporting requirements for Contractor systems.

F. Sensitive Information Incident Reporting Requirements.

1. All known or suspected sensitive information incidents shall be reported to the Headquarters or Component Security Operations Center (SOC) within one hour of discovery in accordance with 4300A Sensitive Systems Handbook Incident Response and Reporting requirements. When notifying the Headquarters or Component SOC, the Contractor shall also notify the Contracting Officer, COR, Headquarters or Component Privacy Officer, and US-CERT using the contact information identified in the contract. If the incident is reported by phone or the Contracting Officer's email address is not immediately available, the Contractor shall contact the Contracting Officer immediately after reporting the incident to the Headquarters or Component SOC. The Contractor shall not include any sensitive information in the subject or body of any e-mail. To transmit sensitive information, the Contractor shall use FIPS 140-2 Security Requirements for Cryptographic Modules compliant encryption methods to protect sensitive information in attachments to email. Passwords shall not be communicated in the same email as the attachment. A sensitive information incident shall not, by itself, be interpreted as evidence that the Contractor has failed to provide adequate information security safeguards for sensitive information, or has otherwise failed to meet the requirements of the contract.
2. If a sensitive information incident involves PII or SPII, in addition to the reporting requirements in 4300A Sensitive Systems Handbook Incident Response and Reporting, Contractors shall also provide as many of the following data elements that are available at the time the incident is reported, with any remaining data elements provided within 24 hours of submission of the initial incident report:
 - a. Data Universal Numbering System (DUNS);
 - b. Contract numbers affected unless all contracts by the company are affected;
 - c. Facility CAGE code if the location of the event is different than the prime contractor location;
 - d. Point of contact (POC) if different than the POC recorded in the System for Award Management (address, position, telephone, email);
 - e. Contracting Officer POC (address, telephone, email);
 - f. Contract clearance level;

- g. Name of subcontractor and CAGE code if this was an incident on a subcontractor network;
- h. Government programs, platforms or systems involved;
- i. Location(s) of incident;
- j. Date and time the incident was discovered;
- k. Server names where sensitive information resided at the time of the incident, both at the Contractor and subcontractor level;
- l. Description of the Government PII and/or SPII contained within the system;
- m. Number of people potentially affected and the estimate or actual number of records exposed and/or contained within the system; and
- n. Any additional information relevant to the incident.

G. Sensitive Information Incident Response Requirements.

- 1. All determinations related to sensitive information incidents, including response activities, notifications to affected individuals and/or Federal agencies, and related services (e.g., credit monitoring) will be made in writing by the Contracting Officer in consultation with the Headquarters or Component CIO and Headquarters or Component Privacy Officer.
- 2. The Contractor shall provide full access and cooperation for all activities determined by the Government to be required to ensure an effective incident response, including providing all requested images, log files, and event information to facilitate rapid resolution of sensitive information incidents.
- 3. Incident response activities determined to be required by the Government may include, but are not limited to, the following:
 - a. Inspections,
 - b. Investigations,
 - c. Forensic reviews, and
 - d. Data analyses and processing.
- 4. The Government, at its sole discretion, may obtain the assistance from other Federal agencies and/or third-party firms to aid in incident response activities.

H. Additional PII and/or SPII Notification Requirements.

- 1. The Contractor shall have in place procedures and the capability to notify any individual whose PII resided in the Contractor IT system at the time of the sensitive information incident not later than 5 business days after being directed to notify individuals, unless otherwise approved by the Contracting Officer. The method and content of any notification by the Contractor shall be coordinated with, and subject to prior written approval by the Contracting Officer, in consultation with the Headquarters or Component Privacy Officer, utilizing the DHS Privacy Incident Handling Guidance. The Contractor shall not proceed with notification

unless the Contracting Officer, in consultation with the Headquarters or Component Privacy Officer, has determined in writing that notification is appropriate.

2. Subject to Government analysis of the incident and the terms of its instructions to the Contractor regarding any resulting notification, the notification method may consist of letters to affected individuals sent by first class mail, electronic means, or general public notice, as approved by the Government. Notification may require the Contractor's use of address verification and/or address location services. At a minimum, the notification shall include:
 - a. A brief description of the incident;
 - b. A description of the types of PII and SPII involved;
 - c. A statement as to whether the PII or SPII was encrypted or protected by other means;
 - d. Steps individuals may take to protect themselves;
 - e. What the Contractor and/or the Government are doing to investigate the incident, to mitigate the incident, and to protect against any future incidents; and
 - f. Information identifying who individuals may contact for additional information.
 - g. Credit Monitoring Requirements. In the event that a sensitive information incident involves PII or SPII, the Contractor may be required to, as directed by the Contracting Officer:
 - i. Provide notification to affected individuals as described above; and/or
 - ii. Provide credit monitoring services to individuals whose data was under the control of the Contractor or resided in the Contractor IT system at the time of the sensitive information incident for a period beginning the date of the incident and extending not less than 18 months from the date the individual is notified. Credit monitoring services shall be provided from a company with which the Contractor has no affiliation. At a minimum, credit monitoring services shall include:
 - I. Triple credit bureau monitoring;
 - II. Daily customer service;
 - III. Alerts provided to the individual for changes and fraud; and
 - IV. Assistance to the individual with enrollment in the services and the use of fraud alerts; and/or
 - iii. Establish a dedicated call center. Call center services shall include:
 - I. A dedicated telephone number to contact customer service within a fixed period;
 - II. Information necessary for registrants/enrollees to access credit reports and credit scores;
 - III. Weekly reports on call center volume, issue escalation (i.e., those calls that cannot be handled by call center staff and must be resolved by call center management or DHS, as appropriate), and other key metrics;

- IV. Escalation of calls that cannot be handled by call center staff to call center management or DHS, as appropriate;
- V. Customized FAQs, approved in writing by the Contracting Officer in coordination with the Headquarters or Component Chief Privacy Officer; and
- VI. Information for registrants to contact customer service representatives and fraud resolution representatives for credit monitoring assistance.
- VII. Certification of Sanitization of Government and Government-Activity-Related Files and Information. As part of contract closeout, the Contractor shall submit the certification to the COR and the Contracting Officer following the template provided in NIST Special Publication 800-88 Guidelines for Media Sanitization.

9.7. Information Technology Security And Privacy Training (Mar 2015)

This clause applies to the Contractor, its subcontractors, and Contractor employees (hereafter referred to collectively as "Contractor"). The Contractor shall insert the substance of this clause in all subcontracts.

A. Security Training Requirements.

1. All users of Federal information systems are required by Title 5, Code of Federal Regulations, Part 930.301, Subpart C, as amended, to be exposed to security awareness materials annually or whenever system security changes occur, or when the user's responsibilities change. The Department of Homeland Security (DHS) requires that Contractor employees take an annual Information Technology Security Awareness Training course before accessing sensitive information under the contract. Unless otherwise specified, the training shall be completed within thirty (30) days of contract award and be completed on an annual basis thereafter not later than October 31st of each year. Any new Contractor employees assigned to the contract shall complete the training before accessing sensitive information under the contract. The training is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>. The Contractor shall maintain copies of training certificates for all Contractor and subcontractor employees as a record of compliance. Unless otherwise specified, initial training certificates for each Contractor and subcontractor employee shall be provided to the Contracting Officer's Representative (COR) not later than thirty (30) days after contract award. Subsequent training certificates to satisfy the annual training requirement shall be submitted to the COR via e-mail notification not later than October 31st of each year. The e-mail notification shall state the required training has been completed for all Contractor and subcontractor employees.

- B. The DHS Rules of Behavior apply to every DHS employee, Contractor and subcontractor that will have access to DHS systems and sensitive information. The DHS Rules of Behavior shall be signed before accessing DHS systems and sensitive information. The DHS Rules of Behavior is a document that informs users of their responsibilities when accessing DHS systems and holds users accountable for actions taken while accessing DHS systems and using DHS Information Technology resources capable of inputting, storing, processing, outputting, and/or transmitting sensitive information. The DHS Rules of Behavior is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>. Unless otherwise specified, the DHS Rules of Behavior shall be signed within thirty (30) days of contract award. Any new Contractor employees assigned to the contract shall also sign

the DHS Rules of Behavior before accessing DHS systems and sensitive information. The Contractor shall maintain signed copies of the DHS Rules of Behavior for all Contractor and subcontractor employees as a record of compliance. Unless otherwise specified, the Contractor shall e-mail copies of the signed DHS Rules of Behavior to the COR not later than thirty (30) days after contract award for each employee. The DHS Rules of Behavior will be reviewed annually and the COR will provide notification when a review is required.

C. Privacy Training Requirements:

1. All Contractor and subcontractor employees that will have access to Personally Identifiable Information (PII) and/or Sensitive PII (SPII) are required to take Privacy at DHS: Protecting Personal Information before accessing PII and/or SPII. The training is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>. Training shall be completed within thirty (30) days of contract award and be completed on an annual basis thereafter not later than October 31st of each year. Any new Contractor employees assigned to the contract shall also complete the training before accessing PII and/or SPII. The Contractor shall maintain copies of training certificates for all Contractor and subcontractor employees as a record of compliance. Initial training certificates for each Contractor and subcontractor employee shall be provided to the COR not later than thirty (30) days after contract award. Subsequent training certificates to satisfy the annual training requirement shall be submitted to the COR via e-mail notification not later than October 31st of each year. The email notification shall state the required training has been completed for all Contractor and subcontractor employees.

10. FEDERAL - Environmental Protection Agency Required Terms and Conditions

10.1. 40 CFR § 33.301

Contractor is required to make the following good faith efforts whenever procuring or obtaining construction, equipment, services and supplies under an EPA financial assistance agreement, even if it has achieved its fair share objectives under subpart D of this part:

- (a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. This will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. This will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
- (f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

10.2. Compliance with 40 CFR part 33:

The Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this solicitation/contract. The Contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this solicitation/contract which may result in the termination of this solicitation/contract or other legally available remedies.

10.3. 40 CFR § 33.302: Contract Administration Requirements.

- (a) Contractor shall pay its subcontractors for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the County.
- (b) The County must be notified in writing by Contractor prior to any termination of a DBE subcontractor for convenience by the prime contractor.
- (c) If a DBE subcontractor fails to complete work under a subcontract for any reason, the Contractor shall employ the six good faith efforts described in § 33.301 if soliciting a replacement subcontractor.

(d) The Contractor shall employ the six good faith efforts described in § 33.301 even if the Contractor has achieved its fair share objectives under 40 CFR Part 33 Subpart D.

(e) Contractor shall provide EPA Form 6100-2—DBE Program Subcontractor Participation Form to all of its DBE subcontractors. EPA Form 6100-2 gives a DBE subcontractor the opportunity to describe the work the DBE subcontractor received from the prime contractor, how much the DBE subcontractor was paid and any other concerns the DBE subcontractor might have, for example reasons why the DBE subcontractor believes it was terminated by the prime contractor. DBE subcontractors may send completed copies of EPA Form 6100-2 directly to the appropriate EPA DBE Coordinator.

(f) Contractor shall complete EPA Form 6100-3—DBE Program Subcontractor Performance Form. Contractor shall include all completed forms as part of the prime contractor's bid or proposal package.

(g) Contractor shall complete and submit EPA Form 6100-4—DBE Program Subcontractor Utilization Form as part of the prime contractor's bid or proposal package.

(h) Copies of EPA Form 6100-2—DBE Program Subcontractor Participation Form, EPA Form 6100-3—DBE Program Subcontractor Performance Form and EPA Form 6100-4—DBE Program Subcontractor Utilization Form may be obtained from EPA OSDBU's Home Page on the Internet or directly from EPA OSDBU.

10.4. MBE/WBE REPORTING, 40 CFR, Part 33, Subpart E

When required, the Contractor agrees to complete (and cooperate with County in its completion of) and submit a “MBE/WBE Utilization Under Federal Grants and Cooperative Agreements” report (EPA Form 5700-52A) on an annual basis. The current EPA Form 5700-52A can be found at the EPA Grantee Forms Page at

https://www.epa.gov/system/files/documents/2021-08/epa_form_5700_52a.pdf

Reporting is required for assistance agreements where funds are budgeted for procuring construction, equipment, services and supplies (including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the “Other” category) with a cumulative total that exceed the Simplified Acquisition Threshold (SAT) (currently, \$250,000 however the threshold will be automatically revised whenever the SAT is adjusted; See 2 CFR Section 200.1), including amendments and/or modifications. When reporting is required, all procurement actions are reportable, not just the portion which exceeds the SAT.

Contractor agrees to comply with all recordkeeping requirements as stipulated in 40 CFR, Part 33, Subpart E including creating and maintaining a bidders list, when required. Any document created as a record to demonstrate compliance with any requirement of 40 CFR, Part 33 must be maintained pursuant to the requirements stated in this Subpart.

10.5. Copyrighted Material and Data

In accordance with 2 CFR 200.315, EPA has the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this Agreement for Federal purposes.

Examples of a Federal purpose include but are not limited to: (1) Use by EPA and other Federal employees for official Government purposes; (2) Use by Federal contractors performing specific tasks for [i.e., authorized by] the Government; (3) Publication in EPA documents provided the document does not disclose trade secrets (e.g. software codes) and the work is properly attributed to the recipient through citation or otherwise; (4) Reproduction of documents for inclusion in Federal depositories; (5) Use by State, tribal and local governments that carry out delegated Federal environmental programs as “co-regulators” or act as official partners with EPA to carry out a national environmental program within

their jurisdiction and; (6) Limited use by other grantees to carry out Federal grants provided the use is consistent with the terms of EPA's authorization to the other grantee to use the copyrighted works or other data.

Under Item 6, the Contractor acknowledges that EPA may authorize another grantee(s) to use the copyrighted works or other data developed under this Agreement as a result of:

- the selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or;
- termination or expiration of this Agreement.

In addition, EPA may authorize another grantee to use copyrighted works or other data developed with Agency funds provided under this grant to perform another grant when such use promotes efficient and effective use of Federal grant funds.

10.6. Scientific Integrity Terms and Conditions

Contractor shall comply with EPA's Scientific Integrity Policy (available at <https://www.epa.gov/osa/policy-epa-scientific-integrity>) when conducting, supervising, and communicating science and when using or applying the results of science. For purposes of this Agreement, scientific activities include, but are not limited to, computer modelling, economic analysis, field sampling, laboratory experimentation, demonstrating new technology, statistical analysis, and writing a review article on a scientific issue. The Contractor agrees to adhere to the following:

39.1 Scientific Products

39.1.1 Produce scientific products of the highest quality, rigor, and objectivity, by adhering to applicable EPA information quality guidelines quality policy and peer review policy.

39.1.2 Prohibit all employees, subcontractors, and program participants, including scientists, managers, and other recipient leadership, from suppressing, altering, or otherwise impeding the timely release of scientific findings or conclusions.

39.1.3 Adhere to EPA's Peer Review Handbook, 4th Edition, for the peer review of scientific and technical work products generated through EPA grants or cooperative agreements which, by definition, are not primarily for EPA's direct use or benefit.

39.2 Scientific Findings

39.2.1 Require that reviews regarding the content of a scientific product that are conducted by the project manager and the broader management chain be based only on scientific quality considerations, e.g., the methods used are clear and appropriate, the presentation of results and conclusions is impartial.

39.2.2 Ensure scientific findings are generated and disseminated in a timely and transparent manner, including scientific research performed by employees, subcontractors, and program participants, who assist with developing or applying the results of scientific activities.

39.2.3 Include, when communicating scientific findings, an explication of underlying assumptions, accurate contextualization of uncertainties, and a description of the probabilities associated with both optimistic and pessimistic projections, if applicable.

39.2.4 Document the use of independent validation of scientific methods.

39.2.5 Document any independent review of the recipient's scientific facilities and testing activities, as occurs with accreditation by a nationally or internationally recognized sanctioning body.

39.2.6 Make scientific information available online in open formats in a timely manner, including access to data and non-proprietary models.

39.3 Scientific Misconduct

39.3.1 Prohibit intimidation or coercion of scientists to alter scientific data, findings, or professional opinions or non-scientific influence of scientific advisory boards. In addition, Contractor's employees, subcontractors, and program participants, including scientists, managers, and other leadership, shall not knowingly misrepresent, exaggerate, or downplay areas of scientific uncertainty.

39.3.2 Prohibit retaliation or other punitive actions toward Contractor's employees and subcontractors who uncover or report allegations of scientific and research misconduct, or who express a differing scientific opinion. Employees and subcontractors who have allegedly engaged in scientific or research misconduct shall be afforded the due process protections provided by law, regulation, and applicable collective bargaining agreements, prior to any action. Contractor shall ensure that all employees and subcontractors shall be familiar with these protections and avoid the appearance of retaliatory actions.

39.3.3 Require all employees, subcontractors, and program participants to act honestly and refrain from acts of research misconduct, including publication or reporting, as described in EPA's Policy and Procedures for Addressing Research Misconduct, Section 9.C. Research misconduct does not include honest error or differences of opinion. While EPA retains the ultimate oversight authority for EPA-supported research, grant recipients conducting research bear primary responsibility for prevention and detection of research misconduct and for the inquiry, investigation, and adjudication of research misconduct alleged to have occurred in association with their own institution.

10.7. Patents and Inventions

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 USC Sections 200-212.

Pursuant to the Bayh-Dole Act (set forth in 35 USC 200-212), EPA retains the right to a worldwide, nonexclusive, nontransferable, irrevocable, paid-up license to practice the invention owned by the assistance agreement holder, as defined in the Act.

In accordance with Executive Order 12591, as amended, government owned and operated laboratories can enter into cooperative research and development agreements with other federal laboratories, state and local governments, universities, and the private sector, and license, assign, or waive rights to intellectual property "developed by the laboratory either under such cooperative research or development agreements and from within individual laboratories."

10.8. Acknowledgement Requirements for Non-ORD Assistance Agreements

Contractor agrees and acknowledges that any reports, documents, publications or other materials developed for public distribution supported by this assistance agreement shall contain the following statement:

"This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement (number) to (recipient). The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the EPA endorse trade names or recommend the use of commercial products mentioned in this document."

Recipients of EPA Office of Research Development (ORD) research awards must follow the acknowledgement requirements outlined in the research T&Cs available at: <https://www.nsf.gov/awards/managing/rtc.jsp>. A Federal-wide workgroup is currently updating the Federal-Wide Research Terms and Conditions Overlay to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards and when completed recipients of EPA ORD research must abide by the research T&Cs.

10.9. Human Subjects

Human subjects research is any activity that meets the regulatory definitions of both research AND human subject. Research is a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge. Human subject means a living individual about whom an investigator (whether professional or student) conducting research obtains (1) data through intervention or interaction with the individual, or (2) identifiable private information. [40 CFR 26.102 (d)(f)]

No research involving human subjects will be conducted under this agreement without prior written approval of the EPA to proceed with that research. If engaged in human subjects research as part of this agreement, the contractor agrees to comply with all applicable provisions of EPA Regulation 40 CFR 26 (Protection of Human Subjects). This includes, at Subpart A, the Basic Federal Policy for the Protection of Human Research Subjects, also known as the Common Rule. It also includes, at Subparts B, C, and D, prohibitions and additional protections for children, nursing women, pregnant women, and fetuses in research conducted or supported by EPA.

The contractor further agrees to comply with EPA's procedures for oversight of the contractor's compliance with 40 CFR 26, as given in EPA Order 1000.17 Change A1 (Policy and Procedures on Protection of Human Research Subjects in EPA Conducted or Supported Research). As per this order, no human subject may be involved in any research conducted under this assistance agreement, including recruitment, until the research has been approved or determined to be exempt by the EPA Human Subjects Research Review Official (HSRRO) after review of the approval or exemption determination of the Institutional Review Board(s) (IRB(s)) with jurisdiction over the research under 40 CFR 26.

For HSRRO approval, the recipient must forward to the Project Officer: (1) copies of all documents upon which the IRB(s) with jurisdiction based their approval(s) or exemption determination(s), (2) copies of the IRB approval or exemption determination letter(s), (3) copy of the IRB-approved consent forms and subject recruitment materials, if applicable, and (4) copies of all supplementary IRB correspondence. Contractor shall cooperate with the County concerning compliance this requirement.

Following the initial approvals indicated above, the recipient must, as part of the annual report(s), provide evidence of continuing review and approval of the research by the IRB(s) with jurisdiction, as required by 40 CFR 26.109(e). Materials submitted to the IRB(s) for their continuing review and approval are to be provided to the Project Officer upon IRB approval. During the course of the research, investigators must promptly report any unanticipated problems involving risk to subjects or others according to requirements set forth by the IRB. In addition, any event that is significant enough to result in the removal of the subject from the study should also be reported to the Project Officer, even if the event is not reportable to the IRB of record. Contractor shall cooperate with the County concerning compliance with this requirement.

10.10. Animal Subjects

The Contractor agrees to comply with the Animal Welfare Act of 1966 (P.L. 89-544), as amended, 7 USC 2131-2156. Contractor also agrees to abide by the "U.S. Government Principles for the Utilization and Care of Vertebrate Animals used in Testing, Research, and Training." (Federal Register 50(97): 20864-20865. May 20,1985). The nine

principles can be viewed at <https://olaw.nih.gov/policies-laws/phs-policy.htm>. For additional information about the Principles, the contractor should consult the Guide for the Care and Use of Laboratory Animals, prepared by the Institute of Laboratory Animal Resources, National Research Council.

10.11. Dual Use Research of Concern (DURC)

The Contractor agrees to conduct all life science research* in compliance with EPA's Order on the Policy and Procedures for Managing Dual Use Research of Concern (EPA DURC Order) and United States Government Policy for Institutional Oversight of Life Sciences Dual Use Research of Concern (iDURC Policy). If the contractor is an institution within the United States that receives funding through this agreement, or from any other source, the contractor agrees to comply with the iDURC Policy if they conduct or sponsor research involving any of the agents or toxins identified in Section 6.2.1 of the iDURC Policy. If the institution is outside the United States and receives funding through this agreement to conduct or sponsor research involving any of those same agents or toxins, the contractor agrees to comply with the iDURC Policy. The contractor agrees to provide any additional information that may be requested by EPA regarding DURC and iDURC. The contractor agrees to immediately notify the EPA Project Officer should the project use or introduce use of any of the agents or toxins identified in the iDURC Policy. The contractor's Institution/Organization must also comply with USG iDURC policy and EPA DURC Order and will inform the appropriate government agency if funded by such agency of research with the agents or toxins identified in Section 6.2.1 of the iDURC Policy. If privately funded the contractor agrees to notify the National Institutes of Health at DURC@od.nih.gov.

*"Life Sciences Research," for purposes of the EPA DURC Order, and based on the definition of research in 40 CFR §26.102(d), is a systematic investigation designed to develop or contribute to generalizable knowledge involving living organisms (e.g., microbes, human beings, animals, and plants) and their products. EPA does not consider the following activities to be research: routine product testing, quality control, mapping, collection of general-purpose statistics, routine monitoring and evaluation of an operational program, observational studies, and the training of scientific and technical personnel. [Note: This is consistent with Office of Management and Budget Circular A-11.]

10.12. Research Misconduct

In accordance with 2 CFR 200.329, the Contractor agrees to notify the County in writing about research misconduct involving research activities that are supported in whole or in part with EPA funds under this project. EPA defines research misconduct as fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results [65 FR 76262. I], or ordering, advising or suggesting that subordinates engage in research misconduct.

The Contractor agrees to:

- A. Immediately notify the County) if, at any time, an allegation of research misconduct falls into one of the categories listed below:
 - 1. Public health or safety is at risk.
 - 2. Agency resources or interests are threatened.
 - 3. Circumstances where research activities should be suspended.
 - 4. There is a reasonable indication of possible violations of civil or criminal law.
 - 5. Federal action is required to protect the interests of those involved in the investigation.

6. The research entity believes that the inquiry or investigation may be made public prematurely so that appropriate steps can be taken to safeguard evidence and protect the rights of those involved.
 7. Circumstances where the research community or public should be informed. [65 FR 76263.III]
- B. Report other allegations to the County when they have conducted an inquiry and determined that there is sufficient evidence to proceed with an investigation. [65 FR 76263. III]

10.13.Civil Rights Obligations

A. Statutory Requirements

1. In carrying out this agreement, the Contractor to comply fully with:
 - a. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP), by entities receiving Federal financial assistance.
 - b. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities by entities receiving Federal financial assistance; and
 - c. The Age Discrimination Act of 1975, which prohibits age discrimination by entities receiving Federal financial assistance.
2. If the Contractor is an education program or activity (e.g., school, college or university) or if the contractor is conducting an education program or activity under this agreement, it must also comply with:
 - a. Title IX of the Education Amendments of 1973, which prohibits discrimination on the basis of sex in education programs and activities operated by entities receiving Federal financial assistance. For further information about your compliance obligations regarding Title IX, see 40 CFR Part 5 and <https://www.justice.gov/crt/title-ix>
3. If this agreement is funded with financial assistance under the Clean Water Act (CWA), the contractor must also comply with:
 - a. Section 13 of the Federal Water Pollution Control Act Amendment of 1972, which prohibits discrimination on the basis of sex in CWA-funded programs or activities.

B. Regulatory Requirements

1. The Contractor agrees to comply with all applicable EPA civil rights regulations, including:
 - a. For Title IX obligations, 40 C.F.R. Part 5; and
 - b. For Title VI, Section 504, Age Discrimination Act, and Section 13 obligations, 40 CFR Part 7.
 - c. For statutory and national policy requirements, including those prohibiting discrimination and those described in Executive Order 13798 promoting free speech and religious freedom, 2 CFR 200.300.
 - d. As noted on the EPA Form 4700-4 signed by the contractor's authorized representative, these regulations establish specific requirements including maintaining compliance information, establishing

grievance procedures, designating a Civil Rights Coordinator and providing notices of non-discrimination.

10.14. Recycled Paper

When directed to provide paper documents, the Contractor agrees to use recycled paper and double-sided printing for all reports which are prepared as a part of this Agreement and delivered to the County. This requirement does not apply to reports prepared on forms supplied by EPA.

11. STATE - General State Required Terms

The below will need to be completed by awardee if a Task Order/Contract is funded through State Funding.

11.1. Public Entity Crimes

The Contractor understands and acknowledges that this Agreement with the COUNTY will be void, in the event the conditions under Section 287.133, Florida Statutes applies to the Proposer/Consultant/Contractor, relating to conviction for a public entity crime.

11.2. Records and Ownership of Documents

1. Upon completion or termination of this Contract, all records, documents, tracings, plans, specifications, maps, evaluations, reports, computer assisted design or drafting disks and other technical data, other than working papers, prepared or developed by Consultant under this Contract shall be delivered to and become the property of County. Consultant, at its own expense, may retain copies for its files and internal use. Consultant assumes no liability for the use of such documents by the County or others for purposes not intended under this Contract.

2. In addition to other requirements provided herein, Contractor shall comply with public records laws embodied in chapter 119, Florida Statutes, and specifically shall:

- Keep and maintain public records required by the County in order to perform the Scope of Services identified herein.
- Upon request from the County provide the County with any requested public records or allow the requested records to be inspected or copied within a reasonable time by the County.
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and thereafter if the Consultant does not transfer all records to the County.
- Transfer, at no cost, to County all public records in possession of the Consultant upon termination of this Agreement 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 County, upon request from the County, in a format that is compatible with the information technology systems of the County. If the Consultant keeps and maintains public records upon the conclusion of this Agreement, the Consultant shall meet all applicable requirements for retaining public records that would apply to the County.
- If Consultant does not comply with a public records request, the County shall treat that omission as breach of this Agreement and enforce the contract provisions accordingly. Additionally, if the Consultant fails to provide records when requested, the Consultant may be subject to penalties under section 119.10, Florida Statutes and reasonable costs of enforcement, including attorney fees.

IF THE PROPOSER/CONSULTANT/CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE HERNANDO COUNTY PUBLIC INFORMATION OFFICE AT (352) 540-6426 OR VIA EMAIL AT PUBLICINFORMATION@HERNANDOCOUNTY.US.

11.3. Scrutinized Companies

By its execution of this Agreement, Contractor certifies that it is not ineligible to submit a bid or proposal for, or enter into a contract or renewal thereof, with any local government entity as a result of the application of Section 287.135, Fla. Stat. In addition, Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List, is not on the Scrutinized Companies with Activities in the Iran Petroleum Sector List, and does not have business operations in Cuba or Syria, and is not participating in a boycott of Israel, as required by Section 287.135(5), Fla. Stat. In addition, Proposer/Consultant/Contractor understands that this reference allows for termination of this Agreement, at the option of the County, if Contractor is found to have submitted a false certification.

11.4. Civil Rights

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

11.5. Responsible Vendor Determination

Contractor is hereby notified that Section 287.05701, Florida Statutes, requires that the County may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

11.6. Truth in Negotiation Representations

Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Contract and that Contractor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, the County shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

In accordance with provisions of Section 287.055(5)(a), Florida Statutes, the signature of this Contract by the Contractor shall also act as the execution of a truth in negotiation certificate certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the Contractor's most favored customer for the same or substantially similar service. Should the County determine that said rates and costs were significantly increased due to incomplete, noncurrent or inaccurate representation, then said rates and compensation provided for in this Contract shall be adjusted accordingly.

11.7. E-Verify

As a condition precedent to entering into this Agreement and in compliance with Section 488.095, Fla. Stat., Contractor, and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

- Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
- The County, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
- The County, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
- A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the County for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Proposer/Consultant/Contractor is liable for any costs incurred by the County as a result of termination of any contract for a violation of this section.
- Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

12. STATE - Florida Department of Environmental Protection Required Terms

12.1. Compliance with Federal, State and Local Laws.

- Contractor and all its subcontractors and agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Contractor shall include this provision in all subcontracts issued as a result of this Agreement.
- No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- The County may unilaterally terminate the Agreement if the Contractor refuses to allow public access to public records as required by law.

12.2. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- Contractor's employment of unauthorized aliens is a violation of section 274A(e) of the Immigration and Nationality Act. If Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
- Contractor shall notify the County if any person or affiliate is found to be convicted pursuant to sections 287.133, 287.134, and 287.137, F.S.

12.3. Record Keeping and Audits.

The Contractor shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, the County, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Contractor shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of the County, FDEP's Inspector General, or other authorized State official, Contractor shall provide any type of information deemed relevant to Contractor's integrity or responsibility. Such information may include, but shall not be limited to, Contractor's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Contractor shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida FDEP of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

The Contractor shall cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Contractor shall comply with this requirement and ensure that its subcontractors issued under this Agreement, if any, comply with this requirement.

13. PRICING PROPOSAL

ITB NO.25-TFG00999/CT. - Slip Lining for Gravity Sewer Lines and Storm Drain Lines

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.

Utility Department and Department of Public Works actual annual expenditures are unknown and County purchases from this contract will be based upon the department available budget, actual work identified and as required.

Bidders are required to enter unit cost pricing for all line items in both Table A and Table B of Section 13, Pricing Proposal.

SLIP LINING FOR GRAVITY SEWER LINES AND STORM DRAIN LINES – OPTIONAL SERVICES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	CIPP Set Up Fee Under 100'-Ultra Violet Curing	1	EA	\$10,000.00	\$10,000.00
2	Furnish & Install 12" 7.5mm CIPP Liner-Ultra Violet Curing	1	LF	\$150.00	\$150.00
3	12" 1.5mm Thickness Variance-Ultra Violet Curing	1	LF	\$.01	\$.01
4	Furnish & Install 15" 7.5mm CIPP Liner-Ultra Violet Curing	1	LF	\$175.00	\$175.00
5	15" 1.5mm Thickness Variance-Ultra Violet Curing	1	LF	\$.01	\$.01
6	Furnish & Install 18" 7.5mm CIPP Liner-Ultra Violet Curing	1	LF	\$200.00	\$200.00
7	18" 1.5mm Thickness Variance-Ultra Violet Curing	1	LF	\$.01	\$.01
8	Furnish & Install 24" 7.5mm CIPP Liner-Ultra Violet Curing	1	LF	\$250.00	\$250.00
9	24" 1.5mm Thickness Variance-Ultra Violet Curing		LF	\$.01	\$.01
10	Furnish & Install 30" 7.5mm CIPP Liner-Ultra Violet Curing	1	LF	\$300.00	\$300.00
11	30" 1.5mm Thickness Variance-Ultra Violet Curing	1	LF	\$.01	\$.01
12	Furnish & Install 36" 7.5mm CIPP Liner-Ultra Violet Curing	1	LF	\$400.00	\$400.00
13	36" 1.5mm Thickness Variance-Ultra Violet Curing	1	LF	\$.01	\$.01
14	Furnish & Install 42" 7.5mm CIPP Liner-Ultra Violet Curing	1	LF	\$500.00	\$500.00
15	42" 1.5mm Thickness Variance-Ultra Violet Curing	1	LF	\$.01	\$.01
16	Furnish & Install 48" 7.5mm CIPP Liner-Ultra Violet Curing	1	LF	\$625.00	\$625.00
17	48" 1.5mm Thickness Variance-Ultra Violet Curing	1	LF	\$.01	\$.01
18	Furnish & Install 54" 7.5mm CIPP Liner-Ultra Violet Curing	1	LF	\$775.00	\$775.00
19	54" 1.5mm Thickness Variance-Ultra Violet Curing	1	LF	\$.01	\$.01
20	Furnish & Install 60" 7.5mm CIPP Liner-Ultra Violet Curing	1	LF	\$1,000.00	\$1,000.00
21	60" 1.5mm Thickness Variance-Ultra Violet Curing	1	LF	\$.01	\$.01
22	Furnish & Install 66" 7.5mm CIPP Liner-Ultra Violet Curing	1	LF	\$1,400.00	\$1,400.00
23	66" 1.5mm Thickness Variance-Ultra Violet Curing	1	LF	\$.01	\$.01
24	Furnish & Install 72" 7.5mm CIPP Liner-Ultra Violet Curing	1	LF	\$2,000.00	\$2,000.00
25	72" 1.5mm Thickness Variance-Ultra Violet Curing	1	LF	\$.01	\$.01
Total					\$17,775.12

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 Ashby Johnson 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 Nu-Pipe, LLC, 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 Ashby Johnson, declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

Nu-Pipe, LLC
Name of Nongovernmental Entity

Ashby Johnson
Printed Name of Affiant

CEO, Sole Member
Title of Affiant


Signature of Affiant

07/24/25
Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION
CONTRACTS / SUBCONTRACTS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987 Federal Register (52 Fed. Reg., pages 20360-20369).

INSTRUCTIONS

- Each provider whose contract/subcontract contains federal monies or state matching funds must sign this certification prior to execution of each contract/subcontract. Additionally, providers who audit federal programs must also sign, regardless of the contract amount. DOH cannot contract with these types of providers if they are debarred or suspended by the federal government.
- This certification is a material representation of fact upon which reliance is placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
- The provider shall provide immediate written notice to the contract manager at any time the provider learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- The terms “debarred”, “suspended”, “ineligible”, “person”, “principal”, and “voluntarily excluded”, as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the contract manager for assistance in obtaining a copy of those regulations.
- The provider agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract/subcontract unless authorized by the Federal Government.
- The provider further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract, whose payment will consist of federal monies, to submit a signed copy of this certification.
- The Department of Health may rely upon a certification of a provider that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.
- This signed certification must be kept in the contract manager’s file. Subcontractor’s certifications must be kept at the contractor’s business location.

CERTIFICATION

The prospective provider certifies, by signing this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal department or agency.

Where the prospective provider is unable to certify to any of the statements in this certification, such prospective provider shall attach an explanation to this certification.

Name: Ashby Johnson

Title: CEO, Sole Member

Signature: 

Date: 07/24/2025

By initialing, the Contract Manager certifies that the prospective provider does not have an active exclusion record in the [System for Award Management \(SAM\)](#) database.

Initials: _____

Verification Date: _____

FEDERAL NON-DISCRIMINATION PROVISIONS

In performing under this solicitation and/or award, the Contractor shall comply with the following federally mandated non-discrimination requirements, as applicable:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.)
2. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.)
3. Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101 et seq.)
4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794)
5. Revised ADA Standards for Accessible Design for Construction Awards
 - a. Title II of the Americans with Disabilities Act (ADA) (28 C.F.R. part 35; 75 FR 56164, as amended by 76 FR 13285)
 - b. Title III of the ADA (28 C.F.R. part 36; 75 FR 56164, as amended by 76 FR 13286)
6. Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.)
7. Parts II and III of EO 11246, "Equal Employment Opportunity," (30 FR 12319, 1965), as amended by EO 11375 (32 FR 14303, 1967)
8. EO 12086 "Consolidation of contract compliance functions for equal employment opportunity" (43 FR 46501, 1978), requiring federally assisted construction contracts to include the non-discrimination provisions of §§ 202 and 203 of EO 11246 "Equal Employment Opportunity" (41 C.F.R. § 60-1.4(b), 1991)
9. EO 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency"
10. Pilot Program for Enhancement of Employee Whistleblower Protections. The National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. No. 112-239, enacted January 2, 2013 and codified at 41 U.S.C. § 4712)
11. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects)
12. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

ENVIRONMENTAL COMPLIANCE

In performing under this [solicitation/contract], [Proposer/Consultant/Contractor] shall comply with all of the federal environmental statutes, regulations, and executive orders listed below, as applicable:

1. The National Environmental Policy Act (42 U.S.C. § 4321 et seq.)
2. The Endangered Species Act (16 U.S.C. § 1531 et seq.)
3. Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 et seq.)
4. Clean Water Act Section 404 (33 U.S.C. § 1344 et seq.)
5. The Migratory Bird Treaty Act (16 U.S.C. §§ 703-712); Bald and Golden Eagle Protection Act (16 U.S.C. § 668 et seq.), and Executive Order No. 13186, Responsibilities of Federal Agencies to Protect Migratory Birds
6. National Historic Preservation Act (54 U.S.C. § 300101 et seq.) and the Advisory Council on Historic Preservation Guidelines (36 CFR part 800)

7. Clean Air Act (42 U.S.C. § 7401 et seq.), Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.) (Clean Water Act), and Executive Order 11738 ("Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans")
8. The Flood Disaster Protection Act (42 U.S.C. § 4002 et seq.)
9. Executive Order 11988 ("Floodplain Management") and Executive Order 11990 ("Protection of Wetlands")
10. Executive Order 13112 ("Invasive Species")
11. The Coastal Zone Management Act (16 U.S.C. § 1451 et seq.)
12. The Coastal Barriers Resources Act (16 U.S.C. § 3501 et seq.)
13. The Wild and Scenic Rivers Act (16 U.S.C. § 1271 et seq.)
14. The Safe Drinking Water Act (42 U.S.C. § 300 et seq.)
15. The Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.)
16. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.)
17. Executive Order 12898 ("Environmental Justice in Minority Populations and Low Income Populations")
18. Rivers and Harbors Act (33 U.S.C. § 407)
19. Marine Protection, Research and Sanctuaries Act (Pub. L. 92-532, as amended), National Marine Sanctuaries Act (16 U.S.C. § 1431 et seq.), and Executive Order 13089 ("Coral Reef Protection")
20. Farmland Protection Policy Act (7 U.S.C. 4201 et seq.)
21. Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.)

CONTRACTOR CERTIFICATION

The Ashby Johnson [insert name of the signatory] on behalf of Nu-Pipe, LLC [the contractor] is authorized to sign below and confirm the contractor is fully able to comply with these requirements, federal terms and conditions and has on made any inquiries and further examination of the law and requirements as is necessary to comply.

Date: 07/24/2025

Signature: 

Company Name: Nu-Pipe, LLC

Name: Ashby Johnson

Address: 5600 Central Avenue
Saint Petersburg, FL, 33707

Title: CEO, Sole Member

Email: Ashby@nupipeus.com

Phone: 843-764-7053

SCRUTINIZED COMPANIES

(SECTIONS 287.135; SECTION 215.4725; 287.135; and 215.473, FLORIDA STATUTES)

Applicability: All Contracts

Respondent Vendor Name: Nu-Pipe LLC

Vendor FEIN: 462508486

Vendor's Authorized Representative Name and Title: Ashby Johnson, CEO, Sole Member

Address: 5600 Central Avenue

City: Saint Petersburg

State: FL

Zip: 33707

Phone Number: 843-764-7053

Email Address: Ashby@nupipeus.com

Section 287.135, Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of \$1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes.

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

Certified By: 

who is authorized to sign on behalf of the above-referenced company.

Authorized Signature Print Name and Title: 

Ashby Johnson, CEO, Sole Member

Date: 07/24/2025

Buy America Certificates

If steel, iron, or manufactured products (as defined in 49 CFR §§ 661.3 and 661.5 of this part) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in 49 CFR § 661.13(b) of this part.

Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Date: 07/24/2025



Signature

Ashby Johnson

Name

Nu-Pipe, LLC

Company

CEO, Sole Member

Title

DISCLOSURE OF LOBBYING ACTIVITIES
(SECTION 1352, TITLE 31, U.S. CODE; 49 CFR, SECTION 20.100 (B))

Applicability: Contracts with Federal Funds

[375-030-34 Disclosure of Lobbying Activities](#)

Is this form applicable to your firm? ☐ YES ☒ NO

(If no, then please complete section 4 below for "Prime")

1. Type of Federal Action:
 - a. Contract
 - b. Grant
 - c. Cooperative agreement
 - d. Loan
 - e. Loan guarantee
 - f. Loan insurance
2. Status of Federal Action
 - a. bid/offer/application
 - b. initial award
 - c. post-award
3. Report Type
 - a. Initial filing
 - b. Material change

For Material Change Only

Year: _____ Quarter: _____ Date of last report: _____

4. Name and Address of Reporting Entity

☒ Prime ☐ Subawardee Tier: _____ (if known)

Nu-Pipe, LLC - 5600 Central Avenue, Saint Petersburg, FL 33707

Congressional district, if known: _____

5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime

Congressional district, if known: _____

6. Federal Department/Agency: _____

7. Federal Program Name/Description:

CFDA Award Number, if applicable: _____

8. Federal Action Number, if known: _____

9. Award Amount, if known: _____

10. Name and Address of Lobbying Registrant (if Individual, last name, first name, MI)

11. Individuals performing services (including address if different from No. 10a)

Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone: _____ Date (MM/DD/YYYY): _____

INSTRUCTIONS FOR COMPLETION DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
 - Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
10. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Disadvantaged Business Enterprise (DBE)
Minority Business Enterprise (MBE)
Women's Business Enterprise (WBE)
Affirmation Statement

Prime Contractor/Prime Consultant: Nu-Pipe, LLC

Telephone Number: 843-764-7053

Address: 5600 Central Avenue, Saint Petersburg, FL 33707

I hereby certify that the above stated contractor/consultant is a (select one):

☐ DBE

☐ MBE

☐ WBE

☒ Non-DBE, MBE or WBE

Subcontractor Services List

Please list all subcontractors for services:

• Company Name: Vortex Companies

Telephone Number: 713-750-9081

Address: 18150 Imperial Valley Dr., Houston, TX 77060

The above company named is a (select one):

☐ DBE

☐ MBE

☐ WBE

☒ Non-DBE/MBE/WBE

• Company Name: _____

Telephone Number: _____

Address: _____

The above company named is a (select one):

☐ DBE

☐ MBE

☐ WBE

☐ Non-DBE/MBE/WBE

• Company Name: _____

Telephone Number: _____

Address: _____

The above company named is a (select one):

☐ DBE

☐ MBE

☐ WBE

☐ Non-DBE/MBE/WBE

• Company Name: _____

Telephone Number: _____

Address: _____

The above company named is a (select one):

☐ DBE

☐ MBE

☐ WBE

☐ Non-DBE/MBE/WBE

• Company Name: _____

Telephone Number: _____

Address: _____

The above company named is a (select one):

☐ DBE

☐ MBE

☐ WBE

☐ Non-DBE/MBE/WBE

STATEMENT OF GOOD FAITH EFFORTS

The Bidder shall demonstrate the good faith efforts made to meet the DBE/MBE/WBE goals established as long as all of the requested information is included. Failure to include all requested information shall result in the bid being determined as nonresponsive to the DBE/MBE/WBE requirements.

The following list is not intended to be exclusive or exhaustive and the Owner will look not only at the different kinds of efforts the bidder has made, but also the quality, quantity, intensity and timeliness of those efforts. It is the responsibility of the bidder to exercise good faith efforts. Any act or omission by the Owner shall not relieve the bidder of this responsibility.

Criteria listed below are excerpted from Appendix A of 49 CFR 26, as amended. A response is required to address each cited paragraph. Additional pages may be added as necessary.

1. Whether the Bidder attended the Pre-Bid conference, if held:

Attended _____ Not Attended _____ Not Held _____

2. Whether and when the bidder provided written notice to all certified DBE/MBE/WBE's that perform the type of work to be subcontracted and advising the DBE/MBE/WBE's of the specific work the bidder intends to subcontract; that their interest in the contract is being solicited; and how to obtain information for the review and inspection of contract plans and specifications.

All letters from bidders to prospective DBE/MBE/WBE subcontractors must be post marked or fax recorded a minimum of 12 calendar days prior to bid opening.

3. Provide complete list of all DBE/MBE/WBE's solicited.

DBE/MBE/WBE SUBCONTRACTOR	DBE/MBE/WBE TYPE ¹	TYPE OF WORK
Civil Site	DBE	Site Work
WILLIAMS LANDSCAPE MANAGEMENT CO INC	DBE	GRASSING, SODDING, LANDSCAPING, LAWN CARE
WEDT PRODUCTIONS INC	DBE	SAFETY EQUIPMENT PROVIDER
CRUZ TRUCKING INC	DBE/MBE	HAULING AGGREGATES DEBRIS WASTE MATERIAL
JMS TRUCKING LLC	DBE	HAULING DIRT

4. Provide complete list of all DBE/MBE/WBE's who submitted bids which were not the low responsive bids.

DBE/MBE/WBE SUBCONTRACTOR	DBE/MBE/WBE TYPE ¹	TYPE OF WORK

Note: 1 – Note: Women, Black American, Hispanic American, Native American, Asian-Pacific American, Subcontinent Asian-American, Asian-Indian, Other (Specify)

Ashby Johnson
Name of Authorized Individual


Authorized Signature

07/27/2025
Date

Nu-Pipe Equipment List

Type of Equipment	Make	Model	Status- (O) Owner, (R) Rented, or (TBP) To Be Purchased
Dam	Aqua Barrier	8FT X 18FT X 50FT	(O)
Dam	Aqua Barrier	8FT X 18FT X 55FT	(O)
Dam	Aqua Barrier	8FT X 18FT X 55FT	(O)
Dam	Aqua Barrier	8FT X 18FT X 55FT	(O)
Dam	Aqua Barrier	8FT X 18FT X 55FT	(O)
Dam	Aqua Barrier	8FT X 18FT X 55FT	(O)
Dam	Aqua Barrier	8FT X 18FT X 55FT	(O)
Dam	Aqua Barrier	8FT X 18FT X 55FT	(O)
Dam	Aqua Barrier	8FT X 18FT X 55FT	(O)
Dam	Aqua Barrier	8FT X 18FT X 55FT	(O)
Dam	Aqua Barrier	8FT X 18FT X 55FT	(O)
Dam	Aqua Barrier	8FT X 18FT X 55FT	(O)
Dam	Aqua Barrier	8FT X 18FT X 80FT	(O)
Spincast Head	Nu-Pipe Custom Build	(10) Various	(O)
Spincast Pump	Nu-Pipe Custom Build	3.5", Tier 3	(O)
Spincast Pump	Nu-Pipe Custom Build	3.5", Tier 3	(O)
Spincast Pump	Nu-Pipe Custom Build	4", Tier 3	(O)
Spincast Pump	Nu-Pipe Custom Build	4", Tier 4	(O)
Generator	Generac	10k Watt	(O)
Generator	Generac	10k Watt	(O)
Generator	Generac	8K Watt	(O)
Generator	Generac	10k Watt	(O)
Generator	Generac	8000 Watt	(O)
Generator	Generac	10K Watt	(O)
Generator	Generac	2500 Watts Inverter Generator	(O)
Generator	Mi-T-M	2500 Watt	(O)
Generator	Honda	2200 Watt	(O)
Generator	Honda	2200 Watt	(O)
Generator	Honda	2200 Watt	(O)
Generator	North State	13k Watt	(O)
Generator	North State	13k Watt	(O)
Generator	Predator	13k Watt	(O)
Generator	Duromax	13k Watt	(O)
Generator	Craftsman	2500 PSI Inverter Generator	(O)
A-Station	Nu-Pipe CUSTOM	Nu-Pipe A-Station CIPP Manifold	(O)
A-Station	Nu-Pipe CUSTOM	Nu-Pipe A-Station CIPP Manifold	(O)
A-Station	Nu-Pipe CUSTOM	Nu-Pipe A-Station CIPP Manifold	(O)
B-Station	Nu-Pipe CUSTOM	Nu-Pipe B-Station CIPP Manifold	(O)
B-Station	Nu-Pipe CUSTOM	Nu-Pipe B-Station CIPP Manifold	(O)
A-Station	Nu-Pipe CUSTOM	Nu-Pipe B-Station CIPP Manifold	(O)

Type of Equipment	Make	Model	Status- (O) Owner, (R) Rented, or (TBP) To Be Purchased
6" Pump	Godwin	CD 150 M	(O)
4" Pump	Godwin	CD100 M	(O)
4" Pump	Godwin	CD 100M	(O)
4" Pump	Godwin	CD 100M	(O)
Tele-Handler (Lull)	Merlo	P40.17 Plus Telescoping Handler	(O)
Tele-Handler (Lull)	Merlo	P 25.6 Mini Telescoping Handler	(O)
Tele-Handler (Lull)	Merlo	P 38 Large Telescoping Handler	(O)
Tele-Handler (Lull)	Angus-Palm	G6-42A	(O)
Air Compressor	Capco	325CFM Air Compressor	(O)
Air Compressor	Capco	375CFM Air Compressor	(O)
Air Compressor	Capco	375CFM Air Compressor	(O)
Air Compressor	Capco	425CFM Air Compressor	(O)
Air Compressor	Doosan	HP375WCU	(O)
Air Compressor	Doosan	P425/HP375WCU-T4I	(O)
Air Compressor	Doosan	P425/HP375WCUT4	(O)
Air Compressor	Doosan	P425 - HP375	(O)
Air Compressor	Chicago Pneumatic	CPS 400-150 JD8 T4F EB	(O)
CCTV-ATV Unit	Proteus	CRP300 6WD Crawler	(O)
CCTV Cube	Proteus	CAM028 RAP300	(O)
CCTV	Rausch	CAM	(O)
ATV	Kubota	RTV-900G	(O)
Pipe Plug	Multi-Flex	60" Diameter	(O)
Pipe Plug	Multi-Flex	72" Diameter	(O)
Vehicle	Chevrolet	Silverado 3500HD	(O)
Vehicle	Jeep	Wrangler Unlimited	(O)
Vehicle	RAM	1500	(O)
Vehicle	Ford	F-450 Chassis	(O)
Vehicle	Ford	F-450 Chassis	(O)
Vehicle	Ford	F-150	(O)
Vehicle	Ford	F-150	(O)
Vehicle	Ford	F-150	(O)
Vehicle	Ford	F-350	(O)
Vehicle	Chevrolet	Silverado 2500HD	(O)
Vehicle	GMC	Sierra 3500HD	(O)
Vehicle	Chevrolet	Silverado 4500HD	(O)
Vehicle	RAM	2500	(O)
Vehicle	RAM	4500 Chassis	(O)
Vehicle	Chevrolet	Silverado 1500	(O)
Vehicle	Jeep	Wrangler Sport	(O)
Vehicle	Freightliner	Tractor	(O)
Vehicle	Freightliner	Vac Truck	(O)

Type of Equipment	Make	Model	Status- (O) Owner, (R) Rented, or (TBP) To Be Purchased
Vehicle	Gap Vax	Vac Truck	(O)
Vehicle	Ford	F-450 Chassis	Equity Lease
Vehicle	Chevrolet	Silverado 3500HD Chassis	Equity Lease
Vehicle	Chevrolet	Silverado 3500HD Chassis	Equity Lease
Vehicle	Chevrolet	Silverado 3500HD Chassis	Equity Lease
Vehicle	Chevrolet	Silverado 3500HD Chassis	Equity Lease
Vehicle	Chevrolet	Silverado 3500HD Chassis	Equity Lease
Vehicle	Chevrolet	Silverado 2500HD	Equity Lease
Vehicle	Chevrolet	Silverado 2500HD	Equity Lease
Vehicle	Chevrolet	Silverado 2500HD	Equity Lease
Vehicle	Chevrolet	Silverado 3500HD	Equity Lease
Vehicle	Chevrolet	Silverado 3500HD	Equity Lease
Vehicle	Chevrolet	Silverado 1500	Equity Lease
Vehicle	GMC	Sierra 3500HD Chassis	Equity Lease
Vehicle	GMC	Sierra 3500HD Chassis	Equity Lease
Vehicle	GMC	Sierra 3500HD Chassis	Equity Lease
Vehicle	Chevrolet	Silverado 3500HD	Equity Lease
Vehicle	Chevrolet	Silverado 3500HD	Equity Lease
Vehicle	RAM	3500 Chassis	Equity Lease
Steam Unit / Generator	Alcota	246	(O)
Steam Unit / Generator	Alcota	246	(O)
Steam Unit / Generator	Alcota	246	(O)
Steam Unit / Generator	Alcota	246	(O)
Steam Unit / Generator	Alcota	246	(O)
Steam Unit / Generator	Alcota	246	(O)
Steam Unit / Generator	Alcota	246	(O)
Steam Unit / Generator	Alcota	246	(O)
Steam Unit / Generator	Alcota	246	(O)
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Steam Unit / Generator	Alcota	246	(O)
Steam Unit / Generator	Alcota	246	(O)
Steam Unit / Generator	Alcota	246	(O)
Steam Unit / Generator	Alcota	246	(O)
Steam Unit / Generator	Alcota	246	(O)
Steam Unit / Generator	Alcota	246	(O)
Steam Unit / Generator	Alcota	246	(O)
Steam Unit / Generator	Alcota	246	(O)
Steam Unit / Generator	Viper	246	(O)
Steam Unit / Generator	Viper	246	(O)
Trailer	Washbash	Refrigerated	(O)
Trailer	Kaufman	CIPP	(O)
Trailer	Homesteader	Utility	(O)

Type of Equipment	Make	Model	Status- (O) Owner, (R) Rented, or (TBP) To Be Purchased
Trailer	Freedom	Utility	(O)
Trailer	Kaufman	Utility	(O)
Trailer	Old South	Utility	(O)
Trailer	Quality	Utility	(O)
Trailer	Quality	Utility	(O)
Trailer	Kaufman	Dump	(O)
Trailer	Kaufman	Utility	(O)
Trailer	Kaufman	Utility	(O)
Trailer	Kaufman	Utility	(O)
Trailer	Lark	Injection	(O)
Trailer	Lark	Jetter	(O)
Trailer	Champion	Goose Neck	(O)
Trailer	WESC	Utility	(O)
Trailer	Goodguys	Utility	(O)
Trailer	PJ	Utility	(O)
Trailer	Gooseneck	Utility	(O)
Trailer	Goodguys	Utility	(O)
Trailer	WALTON	Utility	(O)
Trailer	Goodguys	Utility	(O)
Trailer	Covered Wagon	Utility	(O)
Trailer	Nolan	Utility	(O)
Trailer	Dexter	Utility	(O)
Trailer	Kaufman	Gooseneck	(O)
Trailer	Dexter	Gooseneck	(O)
Trailer	Wabash	Gooseneck	(O)
Trailer	Super TL	Gooseneck	(O)
Trailer	Obrien	Utility	(O)
Light Tower	Terex	RL410-310	(O)
Light Tower	Terex	RL410-401	(O)

Name	Title
Eli Leavitt	Jr Estimator, BDR, Bid Coordinator
Hannah Brown	Executive Assistant, Training Specialist
Ashby Johnson	CEO, COO, Chief Estimator, Director of BD, Scheduling Director, PM
Andrea Knoll	HR Director
Becki Brown	A/P Specialist
Melissa Caples	Lead Accountant, Accounting Manager
Chuck Cox	CFO, Controller
Gary Shutts	Director of Bidding, Business Development and Estimating
Dan Foster	Business Development, Customer Relationship Manager, Estimator
Mark Brown	VP of Construction
Lee Starnes	CIPP Project Manager
Doug Wathen	Assistant PM, Jr Estimator, Marketing Specialist, BDR, Customer Relations
Burt Williams	Business Development Representative, Operations Assistant
Nicks Egerton	Project Manager, BDR, Customer Relationship Manager, Jr Estimator
Trevor McGill	CIPP Project Manager, Superintendent Orange Crew
Luke Downey	Grouting Project Manager
Todd Lee	Superintendent Orange Crew
Aaron Sevy	Superintendent Carolina Blue Crew
Miguel Reyes-Cedillo	Carolina Blue Crew Leader, Foreman
Harlan Sturgill	Superintendent Brown Crew
Michael Vonlydick	Brown Crew Leader
Kell Parker	Superintendent Duke Blue Crew
Gustavo Reyes-Cedillo	Spincast Crew Leader Duke Blue Crew
William Coleman	Superintendent Gold Crew
Edgar Doctor Reyes	Gold Crew Leader, Foreman

Luke Downey	Grouting Project Manager
Stephen Hensley	Superintendent Purple Crew
Jesus De Leon	Purple Crew Leader, Foreman
Miguel Beltran	Superintendent Navy Crew
Urvey Castro	Navy Crew Leader, Foreman
Alejandro "Alex" Acevedo	Light Purple Crew Leader
Jai Lawson	Teal Crew Leader, Foreman
Carlos Franco	Orange Crew Leader, Foreman
Gabi Gonzalez	Pink Crew Leader, Foreman