SOLICITATION - OFFER - AWARD

SOLICITATION NO.:	SOLICITATION TITLE:	DATE ISSUED:	CONTRACT NO.:
20-T00085/CH	SLIP LINING FOR GRAVITY SEWER LINES	APRIL 15, 2020	20-T00085/CH

ISSUED BY:	SUBMIT BID OFFER TO:
BOARD OF COUNTY COMMISSIONERS HERNANDO COUNTY, FLORIDA John Mitten, Chairman John Allocco, Vice Chairman Wayne Dukes, Second Vice Chairman Jeff Holcomb Steve Champion	HERNANDO COUNTY PURCHASING AND CONTRACTS 20 N. MAIN STREET, ROOM 266 BROOKSVILLE, FL 34601 James S. Wunderle Purchasing and Contracts Manager Chief Procurement Officer

SOLICITATION

SEALED OFFERS, IN TWO (2) ORIGINALS, FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT DESCRIBED HEREIN WILL BE RECEIVED AT THE OFFICE OF PURCHASING AND CONTRACTS, 20 N. MAIN STREET, ROOM 266, BROOKSVILLE, FL 34601, **UNTIL 3:00 P.M., LOCAL TIME ON MAY 20, 2020.** 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, 20 N. MAIN STREET, ROOM 266, BROOKSVILLE, FL 34601 AT **3:00 P.M. ON MAY 20, 2020.** PURSUANT TO FS 119.071 (Current Edition), SEALED BIDS, PROPOSALS, OR REPLIES RECEIVED BY AN AGENCY PURSUANT TO A COMPETITIVE SOLICITATION ARE EXEMPT FROM INSPECTION UNTIL SUCH TIME AS THE AGENCY PROVIDES NOTICE OF AN INTENDED DECISION OR UNTIL THIRTY (30) DAYS AFTER OPENING THE BIDS, PROPOSALS, OR FINAL REPLIES, WHICHEVER IS EARLIER.

ITEM NO.	DESCRIPTION OF SERVICE/SUPPLIES/EQUIPMENT	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	FOR PROVIDING SLIP LINING REPAIRS OF GRAVITY SEWER LATERALS AND MAINS FOR THE HERNANDO COUNTY UTILITIES DEPARTMENT. SUBMIT PRICING ON BID FORM IN SECTION VI PLEASE SUBMIT TWO (2) ORIGINAL SIGNED DOCUMENTS. (SEE ATTACHED SPECIFICATIONS)	XXXX	XXXX	XXXXXXX	$31,255.00

OFFER

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

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

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

BIDDER'S INFORMATION	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN BID OFFER: 1	
Vortex Services, LLC. Company Name 5910 Hartford Street Address Tampa FL 33619 City State Zip Code (813) 626-0700 (833) 247-7943 wkingery@vortexcompanies.com Phone Number Fax Number Email Address	BIDDER'S SIGNATURE	OFFER DATE 5/19/2020

AWARD

(TO BE COMPLETED BY COUNTY)

REVIEWED FOR LEGAL SUFFICIENCY:	LR NO.: 2020-165	BY: Maureen Sikora
ACCEPTED AS TO ITEM(S) NO:	AMOUNT:	ACCOUNTING CODE:
SUBMIT INVOICES TO: HERNANDO COUNTY UTILITIES DEPARTMENT 15365 CORTEZ BLVD. BROOKSVILLE, FL 34613	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ACCEPTANCE AND AWARD FOR THE COUNTY: SIGNATURE:	AWARD DATE: 6-23-2020

TABLE OF CONTENTS

SECTION	TITLE	PAGE
I.	ADVERTISEMENT OF BID	3
II.	SOLICITATION INSTRUCTIONS	4
III.	GENERAL CONDITIONS	6
IV.	SPECIAL CONDITIONS	23
V.	SCOPE AND SPECIFICATIONS	26
VI.	BID FORM	35 – 41
VII.	REQUIRED FORMS AND CERTIFICATIONS	42 – 56
	ATTACHMENT 1 – STATEMENT OF NO BID	42
	ATTACHMENT 2 - DRUG FREE WORKPLACE CERTIFICATE	43
	ATTACHMENT 3 – AFFIDAVIT OF NON-COLLUSION AND OF NON-INTEREST OF HERNANDO COUNTY EMPLOYEES	44
	ATTACHMENT 4 – SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a). FLORIDA STATUTES (Current Edition) IN PUBLIC ENTITY CRIMES	45 – 46
	ATTACHMENT 5 – AUTHORIZED SIGNATURES/NEGOTIATORS	47
	ATTACHMENT 6 – VENDOR REGISTRATION HERNANDO COUNTY, FL.	48
	ATTACHMENT 7 – LOCAL VENDOR AFFIDAVIT OF ELIGIBILITY	49
	ATTACHMENT 8 - E-VERIFY CERTIFICATION	50
	ATTACHMENT 9 – REFERENCES	51
	ATTACHMENT 10 – HERNANDO COUNTY EMPLOYMENT DISCLOSURE CERTIFICATION	52 – 53
	ATTACHMENT 11 – TRENCH SAFETY ACT COMPLIANCE FORM	54
	ATTACHMENT 12 – VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS	55
	ATTACHMENT 13 – ADDENDUM ACKNOWLEDGEMENT	56

ISSUE DATE: APRIL 15, 2020

INVITATION TO BID

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

TERM CONTRACT ITB NO. 20-T00085/CH
FOR
SLIP LINING FOR GRAVITY SEWER LINES

Hernando County Board of County Commissioners are soliciting Vendors/Contractors active in providing slip lining repairs of gravity sewer laterals and mains.

Sealed Bid offers as two (2) originals for furnishing the above will be received and accepted up to 3:00 PM (local time), **MAY 20, 2020**, in the Hernando County Purchasing and Contract's office. Bids shall be plainly marked on the outside of a sealed envelope/container with: Bidder's Name, Address, and Bid Name and Bid Number. Bids are to be submitted:

Physical Address:
Hernando County Purchasing and Contracts
20 N. Main Street, Room 266
Brooksville, FL 34601

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

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

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

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

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY

JAMES S. WUNDERLE
PURCHASING AND CONTRACTS MANAGER
CHIEF PROCUREMENT OFFICER, HERNANDO COUNTY

NOTICE TO BIDDERS

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

SECTION II - SOLICITATION INSTRUCTIONS

1. **DEFINITION OF TERMS:** Where the following terms, or their pronouns, occur herein, the intent and meaning shall be as follows:

   1.1. **COUNTY:** The Board of County Commissioners, Hernando County, or its duly authorized representative.

   1.2. **OWNER:** Hernando County Board of County Commissioners (County)

   1.3. **BIDDER:** The term "Bidder" used herein refers to the dealer/manufacturer or business organization submitting a Bid to the County in response to this solicitation.

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

   1.5. **VENDOR/CONTRACTOR:** The Bidder awarded a Contract by the County for the furnishing of goods or services.

   1.6. **MODIFICATION/AMENDMENT/CHANGE ORDER:** Shall mean the written order to the Vendor/Contactor signed by the Vendor/Contractor and County authorizing an addition, deletion, or revision in the goods, services and/or work to be provided under the Contract Documents or an adjustment in the Contract Price issued after Contract award.

2. **AVAILABILITY OF BIDDING DOCUMENTS:**

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

3. **PREPARATION OF BID:** To insure acceptance of your Bid, please follow these instructions:

   3.1. Interested firms are to submit two (2) original Bid responses. All Bid sheets including this form must be executed and submitted in a sealed envelope. **The face of the envelope shall contain, in addition to the address, the date, time of the Bid opening and the Bid number and title.** All Bids are subject to the conditions specified herein. Those which do not comply with these conditions may be declared non-responsive and subject to rejection.

   Submit bids to:
   Hernando County Purchasing and Contracts Department
   20 N. MAIN STREET, ROOM 266
   Brooksville, Florida 34601
   BID NUMBER (ITB NO. 20-T00085/CH)

   3.2. The responsibility for delivering the Bid to the County on or before the stated time and date will be solely and strictly the responsibility of the Bidder. The County will be in no way responsible for delays caused by the U.S. Postal Services, any courier system, or any other occurrence.

   3.3. Bids must be typed or printed in ink. All corrections made by the Bidder prior to the opening must be initialed and dated by the Bidder. No changes or corrections will be allowed after Bid opening.

   3.4. Bids must contain a manual signature of an authorized representative of the company. Telegraphic or facsimile Bids **will not be accepted**.

   3.5. It is the Bidder's responsibility to assure that the Bid is delivered at the proper time and location. Bids which are received after the Bid opening time will be returned unopened to the Bidder.

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

3.7. No material, labor, or facilities will be furnished by the County unless specifically stated.

3.8. Blank spaces in the Bid must be properly filled in and the phraseology of the Bid must not be changed. Additions must not be made to items mentioned therein and any unauthorized conditions, limiting any provision, attached to a Bid shall render irregular and may cause the response to be found non-responsive and subject to rejection.

3.9. No responsibility shall attach to Hernando County, the Clerk of Circuit Court, or any official or employee thereof, for the pre-opening of, post opening of, or failure to open, a Bid not properly addressed and identified.

4. **TIMETABLE:**

Date of Distribution:	**APRIL 15, 2020**
Last Date of Inquiries:	**MAY 5, 2020 at 5:00 P.M.**
Bids Due:	**MAY 20, 2020 at 3:00 P.M.**

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

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

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

7.1. All questions relative to interpretation of the specifications or the Bid process shall be addressed in writing as indicated below, in ample time prior to the period set for submittal and opening of the Bids.

7.2. Any interpretation or clarification made to prospective Bidders will be expressed in the form of an addendum to the specifications which, if issued will be posted on the www.bidnetdirect.com. **Oral answers will not be authoritative**.

7.3. It will be the responsibility of the Bidder to visit www.bidnetdirect.com to insure they are aware of all Addenda issued for this solicitation.

7.4. Questions must be submitted via e-mail to purchasing@hernandocounty.us or faxed to (352) 754-4199. Questions will only be accepted through the period specified in the Bid documents.

7.5. All Addenda must be acknowledged by signing and submitted with the Bid. Failure to acknowledge any Addenda may render the Vendor/Contractor's Bid as non-responsive and subject to rejection.

8. **COMMUNICATION:** There shall be no communication between the Vendor/Contractor, their employees or Sub-Contractors and County employees and elected officials (hereafter referred to as "County Representative"), except through the Purchasing and Contracts Department. Any attempt to communicate with any County Representative outside the Purchasing and Contracts Department will be considered a violation of the Purchasing Policy and may result in the rejection of your Bid.

9. **WITHDRAWAL OF BIDS:** Bids may be withdrawn by written request received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the bid confers no right for the withdrawal of the Bid after it has been opened. Faxed or electronically mailed withdrawals will not be recognized.

10. **BID PROTESTS:** Any Bidder who protests the Bid specifications or Award or Intent to Award, must file with the County a notice of protest and formal written protest in compliance with Chapter 28-110, Florida Administrative Code (Current Edition), and applicable provisions in Section 120.57, F.S. (Current Edition). Failure to timely file such documents will constitute a waiver of proceedings under Chapter 120, F.S. (Current Edition). Failure to file a protest within the time prescribed in section 120.57(3), F.S. (current edition), or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, F.S. (current edition).

SECTION III - GENERAL CONDITIONS

11. **CONTRACT PERIOD:**

11.1. The Contract resulting from this solicitation shall be a term Contract for the time period specified herein. During the specified time period, the County may order services/supplies as the requirements generate and the Vendor/Contractor will deliver the services/supplies ordered. It is understood that the County is not obligated to purchase any specific amount of services/supplies under this Agreement.

11.2. The period of the Contract shall extend for three (3) years effective from date of award.

11.3. **Renewal Option (Unilateral):** At the sole option of the County, through the Board of County Commissioners or Chief Procurement Officer or Designee, this Contact may be unilaterally renewed, for two (2) additional one (1) year periods at the same prices, terms and conditions. The County alone will determine whether or not this renewal option will be exercised based on its convenience and its best interest. The County will notify the Vendor/Contractor, in writing, no later than thirty (30) days prior to expiration of its decision to exercise this Contract renewal option and/or options. Any request by the Vendor/Contractor for consideration of a price adjustment must be submitted in writing to the County at the time of County notice of its decision to exercise Contract renewal (this provision), and Contractor must provide written evidence based on increased costs to the Vendor/Contractor. Documentation of these increases must be furnished to the County upon request. Any price adjustment (increase or decrease) approved by the County shall impose upon the Vendor/Contractor the requirement to advise and extend to the County price reductions when costs similarly decrease.

11.4. Either party may cancel this Contract, in whole or in part, by giving ninety (90) days prior notice in writing. However, the Vendor/Contractor shall not be authorized to exercise this cancellation option during the first one-hundred eighty (180) days of the Contract. The number of days within which, or the dates by which, the work is to be substantially completed and ready for final payment are set forth in the Agreement.

12. **BID PRICE/SUBMITTAL REQUIREMENTS:**

12.1. The prices Bid shall remain firm during the period of the Contract. The prices Bid shall be inclusive of all labor, equipment, and materials as specified within this solicitation. The price Bid constitutes the total compensation payable to the Vendor/Contractor for performing the work.

12.2. Unless otherwise stated, the prices Bid shall include all costs of packing, transporting, delivery, and services to the designated point within Hernando County.

12.3. The Bidder hereby certifies that this Bid is made without prior understanding, Agreement, or connection with any corporation, firm, or person submitting a Bid for the same materials, supplies, services, or equipment and is in all respects fair and without collusion or fraud. Further, the Bidder hereby agrees to abide by all terms and conditions of this Bid and certifies that the person executing the Bid Form is authorized to sign this Bid for the Bidder.

12.4. Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

12.5. The Bidder warrants that the prices of the items set forth herein do not exceed those charged by the Bidder under a Contract with the State of Florida or any of its agencies.

12.6. Bidder must submit the solicitation document in its entirety, including the Solicitation-Offer-Award cover sheet, Bid Specifications, Bid Form and all required Forms/Certifications. Failure to submit these forms may render its Bid as non-responsive.

13. QUALIFICATION OF BIDDERS:

13.1. This Bid shall be awarded to a responsive, responsible bidder, qualified by experience to provide the work specified. The Bidder will submit the following information with his/her Bid:

13.1.1. 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 by completing the reference sheets attached in Section VII. These references must be for work performed within the past three (3) years.

13.1.2. List of equipment and facilities available to do work.

13.1.3. List of personnel, by name and title, contemplated to perform the work.

13.1.4. Failure to submit this information may be cause for rejection of your Bid.

14. BID EVALUATION AND AWARD:

14.1. Bid evaluation will be based on price, conformance with specifications and the Bidder's ability 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.

14.2. 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 deem the Bidder's response/submission as non-responsive.

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

14.4. The County shall be the sole judge as to the relative merits of the Bids received.

14.5. If a separate written Contract is not required by the County; a written letter of award, mailed or otherwise furnished to the successful Bidder, shall result in a binding Contract without further action by either party.

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

15. LOCAL PREFERENCE:

15.1. Purpose and Findings: These provisions apply to purchases using Formal Bid, Request for Proposals or Quotes. The County annually spends significant dollars on purchasing personal property, materials, and services, and in constructing improvements to real property or existing structures. The dollars used in making those purchases are derived, in large part, from taxes, fees and utility revenues paid by businesses located within Hernando County, and the County Commission has determined that funds generated in the community should, to the extent possible, be placed back into the local economy. Therefore, the County Commission has determined that it is in the best interest of the County to give a preference to local businesses in making such purchases whenever the application of such a preference is reasonable in light of the dollar-value of Bids and Quotes received in relation to such expenditures.

15.2. Application:

15.2.1. In Bidding for, or letting Contracts for procurement of supplies, materials, equipment, and services, as described in the purchasing policies of the County, the Board of County Commissioners may give a preference to local businesses in making purchases or awarding Contracts in an amount not to exceed:

15.2.1.1. Five (5) percent of the local business' total Bid price if the cost differential does not exceed $10,000.00 for procurement activities in amounts over $35,000.00, or

15.2.1.2. Three (3) percent if the cost differential does not exceed $1,000.00 for procurement activities in amounts more than $10,000.00, but less than $35,000.

15.2.2. The total Bid price shall include not only the base Bid price, but also all alterations to the base Bid price resulting from alternates which were both part of the Bid and actually purchased or awarded by the Board of County Commissioners.

15.2.3. In the case of requests for proposals or qualification, letters of interest, or other solicitations and competitive negotiations and selections in which objective factors are used to evaluate the responses, local businesses shall be assigned five (5) percent (%) of the total points of the total evaluation points.

15.3. Definitions:

15.3.1. Local Vendor means a person or business entity which has maintained a permanent place of business with full-time employees within Hernando County for a minimum of twelve (12) months prior to the date Bids or Quotes were received for the purchase or Contract at issue, and which generally provides from such permanent place of business the kinds of goods or services solicited, and which at the time of the solicitation fully complies with the Local Vendor eligibility identified below.

15.3.2. Local Vendor Affidavit of Eligibility shall accompany the Quotation or Bid submittal in order to be considered valid and shall include, but not be limited to, the following current information:

15.3.2.1. A physical business and location address;
15.3.2.2. Proof of payment of real property tax due to Hernando County;
15.3.2.3. A copy of the firm's most recent annual corporation report to the Florida Division of Corporations;
15.3.2.4. Any additional information necessary to verify Local Vendor status.

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

15.5. Exemptions:

15.5.1. Purchases resulting from exigent emergency conditions where any delay in completion or performance would jeopardize public health, safety, or welfare of the citizens of the County, or where in the judgment of the County the operational effectiveness or a significant County function would be seriously threatened if a purchase was not made expeditiously.

15.5.2. Purchases with any sole source supplier for supplies, materials, or other equipment.

15.5.3. Purchases made through cooperative purchasing arrangements utilized by the Purchasing and Contracts Department as identified in the Purchasing Policy.

15.5.4. Purchases that are funded in whole or in part by assistance from any federal, state, or local agency where the program guidelines do not permit local preference.

15.5.5. Purchases with an estimated cost of less than $10,000.00 or less.

15.6. Appeal: If an application for a "Local Contractor/Vendor" designation is denied, the applicant may appeal such decision to the County Administrator for review and further consideration.

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

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

18. DELIVERY AND ACCEPTANCE:

18.1. The County will order services by issuance of a Hernando County Numbered Purchase Order (PO). Each Purchase Order will specify the Scope of Work, Location and Date(s) for service required.

18.2. Receipt of services/supplies shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after thorough inspection indicates that the services/supplies delivered meet Bid specifications and conditions. Should the services/supplies differ in any respect from the specifications, payment will be withheld until such time as the Vendor/Contractor takes necessary correction action. If the proposed corrective action is not acceptable to the County, final acceptance of the services may be refused, in which case the services shall remain the property of the Vendor/Contractor and the County shall not be liable for payment for any portion thereof.

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

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

19. REJECTION OF BID: The County reserves the 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.

20. MINOR INFORMALITIES AND IRREGULARITIES: Hernando County has the right to waive minor defects or variations of a Bid from the exact requirements of the specifications that do not affect price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted

by a Bidder with the Bid for Hernando County to properly evaluate the Bid, Hernando County has the sole right to require such additional information as it may deem necessary after the time set for receipt of Bids, provided that the information requested does not change the price, quality, quantity, delivery or performance time of the services being procured. The Board of County Commissioners reserves the sole right to reject any or all Bids in whole or in part; to award by any item, group(s) of items or in the aggregate whichever is most advantageous to the County.

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

22. **NON-PERFORMANCE:**

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

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

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

24. **PUBLIC ENTITY CRIMES:** Any person submitting a Bid or Proposal in response to this Invitation to Bid certifies that they are aware of, and in compliance with, all requirements under Section 287.133, Florida Statutes (Current Edition), on Public Entity Crimes. Bidders must complete and return with its Bid the Sworn Statement to Public Entity Crimes Form attached in these Bid documents.

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

26. **LAWS, REGULATIONS, PERMITS AND TAXES:** Vendor/Contractor shall comply with County's jobsite procedures and regulations and with all applicable local, state and federal laws, rules and regulations and shall obtain all permits required for any of the work performed hereunder. Vendor/Contractor shall procure and pay for all permits and inspections required for any of the work performed hereunder and shall furnish any bonds, security or deposits required to permit performance of the work. Vendor/Contractor shall, to the extent permissible under applicable law, comply with the jobsite provisions which validly and lawfully apply to work on the specific jobsite being performed under this Contract. **The County of Hernando is exempt from Federal Excise Taxes and all Sales Taxes**.

27. **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 (CPO) 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 $35,000.00 (cap) will be approved by the CPO or its designee. Once the $35,000.00 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 Contractor and County (subject to approval by the CPO and/or Board of County Commissioner – as applicable) shall the 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 CPO or Board of County Commissioners (as approvable) and,
b) It is the Contactor'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.

28. TAXES:

28.1. The Board of County Commissioners, Hernando County, Florida, has the following tax exemption certificates assigned:

Florida Sales & Use Tax Exemption Certificate No. 85-8012556945C-8,
effective 1/31/2019 – expiring on 1/31/2024.

28.2. This exemption does not apply to purchases of tangible personal property made by Vendor/Contractor(s) who use the tangible personal property in the performance of Contracts for improvements of County owned real property (Chapters 192 and 212, F.S. (Current Edition) and applicable rules of the Department of Revenue).

28.3. **MANUFACTURERS' NAME AND APPROVED EQUIVALENTS:** Whenever a particular brand or make of material, equipment, or other item is specified, or is indicated on the Drawings, it is for the purpose of establishing a standard of quality, design, and type desired and to supplement the detailed specifications. Any other brand or make which is equivalent to that specified or indicated may be offered as an equivalent prior to the Solicitation Last Date of Inquiries deadline, for review and approval by Hernando County subject to the following provisions:

28.3.1. The Vendor/Contractor shall submit for each proposed equivalent sufficient details, complete descriptive literature, and performance data together with samples of the materials, where feasible, to enable the Engineer of Record to determine if the proposed equivalent is equal, in all respects including, but not limited to, quality, performance, ease of maintenance, availability of spare parts, and experience record.

28.3.2. The Vendor/Contractor shall submit certified tests, where applicable, by an independent laboratory attesting that the proposed equivalent is equal.

28.3.3. A list of installations where the proposed equivalent is used. Such listing shall cover a minimum of the previous three (3) years and will furnish project names and contact phone numbers.

28.3.4. Where the acceptance of an equivalent requires excessive review by the Engineer of Record, revision or redesign of any part of the Work, all such additional review costs, revisions and redesign, and all new drawings and details required therefore, shall be at the Vendor/Contractor's expense.

28.3.5. In all cases the Engineer of Record and Hernando County shall have the sole right as to whether a proposed equivalent is to be accepted. The Vendor/Contractor shall abide by the Engineer of Record and Hernando County's decision when proposed equivalent items are judged to be unacceptable and shall in such instances furnish the item as specified. No equivalent items shall be used in the Work without written acceptance by the Engineer of Record.

28.3.6. Acceptance of any proposed equivalent shall in no way release the Vendor/Contractor from any of the provisions of the Contract Documents.

28.3.7. Hernando County may require, at Vendor/Contractor's expense, a special performance guarantee or other surety with respect to any equivalent.

28.3.8. Bids which do not comply with these requirements are subject to rejection.

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

30. **TERMINATION:**

30.1. Termination for Default:

30.1.1. The County may, by written notice to the Vendor/Contractor, terminate this Contract for default in whole or in part (delivery orders, if applicable) if the Vendor/Contractor fails to:

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

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

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

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

30.1.2. Prior to termination for default, the County will provide adequate written notice to the (Vendor/Contractor) through the Chief Procurement Officer, Purchasing and Contracts, affording him/her the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action and possible debarment. Such termination may also result in suspension or debarment of the Vendor/Contractor for a period of twelve (12) to twenty-four (24) months depending upon the severity of the Vendor/Contractor action that caused the default in accordance with the County's Procurement Ordinance. The Vendor/Contractor and its sureties (if any) shall be liable for any damage to the County resulting from the Vendor/Contractor's default of the Contract. This liability includes any increased costs incurred by the County in completing Contract performance.

30.1.3. In the event of termination by the County for any cause, the Vendor/Contractor will have, in no event, any claim against the County for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the County the Vendor/Contractor shall:

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

30.1.3.2. Terminate and settle all orders and Sub-Contracts relating to the performance of the terminated work.

30.1.3.3. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the County.

30.1.3.4. Continue and complete all parts of that work that have not been terminated.

30.1.4. 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.

30.2. 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.

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

32. USE OF CONTRACT BY OTHER GOVERNMENT AGENCIES:

32.1. 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.

32.2. Each governmental agency allowed by the Vendor/Contractor to use this Contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this Bid and subsequent Contract award.

33. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION: By submission of this Bid, the Bidder certifies, and in the case of a Joint Bid, each party thereto certifies as to its own organization, that in connection with this procurement:

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

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

34. 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.

35. COMPETENCY OF BIDDERS: The County reserves the right to make such investigations as they may deem necessary to establish the competency and financial ability of any Bidder to perform the work; and if after investigation, the evidence of his competency or financial ability is not satisfactory, the County reserves the right to reject his/her/its Bid.

36. MAINTENANCE OF RECORDS: The Vendor/Contractor will keep adequate records and supporting documents applicable to this Contract. Said records and documentation will be retained by the Vendor/Contractor for a minimum of five (5) years from the date of final payment on this Contract. The County and its authorized agents shall have the right to audit, inspect and copy records and documentation as often as

the County deems necessary during the period of this Contract and a period of five (5) years after completion of Contract performance; provided however, such activity shall be conducted only during normal business hours. The County during the period of time defined by the preceding sentence, shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the Vendor/Contractor as concerns the aforesaid records and documentation. Pursuant to Section 119.0701 (Current Edition), Florida Statutes, Consultant/Firm shall comply with the Florida Public Records' laws and shall:

36.1. Keep and maintain records that ordinarily and necessarily would be required by the public agency in order to perform the service;

36.2. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S. (Current Edition), or as otherwise provided by law.

36.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirement are not disclosed except as authorized by law; and,

36.4. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Consultant/Firm upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

36.5. Failure to comply with this section shall be deemed a breach of the Contract and enforceable as set forth in Section 119.0701, Florida Statutes (Current Edition).

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (CURRENT EDITION), TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-754-4020, PURCHASING@HERNANDOCOUNTY.US, WITH AN OFFICE LOCATED AT 20 N. MAIN STREET, ROOM 266, BROOKSVILLE, FL 34601.

Per Florida Statute 20.055(5) (Current Edition), it is the duty of every state officer, employee, agency, special district, board, commission, Contractor, and Sub-Contractor to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to this section.

37. PAYMENT:

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

HERNANDO COUNTY UTILITIES
15365 CORTEZ BLVD.
BROOKSVILLE, FL 34613

37.2. Each invoice shall give a detailed breakdown of the services provided.

37.3. The Vendor/Contractor may invoice the County after each work order is complete. Invoice shall reference, and be based upon the Quantity Report received after project completion.

37.4. Payment will be made in no less than forty-five (45) days, per Florida Statute 218.74 (Current Edition). Terms not within Hernando County's payment period are not acceptable and may be cause for rejection.

37.5. **Payment to Vendor/Contractor by Electronic Payment Solution:** ACH (**Direct Deposit**): If the Vendor/Contractor is enrolled in the County's ACH electronic payment solution, all payments will be made using the direct deposit which may or may not include a pre-note transaction. The Vendor/Contractor's bank account information will remain confidential to the extent provided by law and necessary to make direct deposit payments. Once the County has approved payment, an electronic remittance advice will be sent to the Vendor/Contractor via e-mail.

38. CONFLICT OF INTEREST:

38.1. Conflict of Interest of Officers or Employees of the Contracting Entity/Local Jurisdiction, Members of the Local Governing Body, or Other Elected Officials: No member or employee of the contracting entity/local jurisdiction or its designees or agents; no member of the governing body; and no other public official of Hernando County who exercises any function or responsibility with respect to this Contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any Contract or Sub-Contract, or the proceeds thereof, for work to be performed. Further, the Vendor/Contractor shall cause to be incorporated in all Sub-Contracts, the language set forth in this paragraph prohibiting conflict of interest.

38.2. Employee Conflict of Interest: It shall be unethical for any Hernando County employee to participate directly or indirectly in a procurement Contract when Hernando County employee knows that:

38.2.1. Hernando County employee or any member of Hernando County employee's immediate family has a financial interest in the procurement Contract; or

38.2.2. Any other person, business, or organization with whom Hernando County employee or any member of a Hernando County employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement Contract; or

38.2.3. A Hernando County employee or any member of a Hernando County employee's immediate family who holds a financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest.

38.3. Former Employee Conflict of Interest: It shall be a violation for any person, business or organization contracting with County to employ in any capacity, any former County employee or member of County employee's immediate family within one year of that employee's separation from employment with the County, unless the employer or the former County employee files with the County Clerk, the County's Employment Disclosure Statement. The penalty for this violation may include disqualification of the Bid submission.

39. GRATUITIES AND KICKBACKS:

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

39.2. Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-Contractor under a Contract to the prime Contractor or higher tier Sub-Contractor or any person associated therewith, as an inducement for the award of a Sub-Contract or order.

40. E-VERIFY:

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

40.2. A mere allegation of Vendor/Contractor's intent to use and/or current use of unauthorized workers may not be a basis to delay the County's award of a Contract to the Vendor/Contractor unless such an allegation has been determined to be factual by 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.

40.3. Legitimate claims of the Vendor/Contractor's use of unauthorized workers must be reported to both of the following agencies:

40.3.1. The County's Purchasing and Contracts Department at (352) 754-4020: and
40.3.2. Immigration and Customs Enforcement (ICE) at 1-866-DHS-2-ICE

40.4. In the event it is discovered that the Vendor/Contractor's employees are not legally eligible to work in the United States, the County may, in its sole discretion, demand that the Vendor/Contractor cure this deficiency within a specified time frame, and/or immediately terminate the Contract without any cost or penalty to the County, and/or debar the Vendor/Contractor from Bidding on all County Contracts for a period up to twenty-four (24) months, and/or take any and all legal action deemed necessary and appropriate.

40.5. Vendor/Contractor is encouraged (but not required) to incorporate the following IMAGE Best Practices into its business and, when practicable, incorporate verification requirements into its Agreements with Sub-Contractors:

40.5.1. Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.

40.5.2. Use the Social Security Number Verification Service and make good faith effort to correct and verify the names and Social Security numbers of the current workforce.

40.5.3. Establish a written hiring and employment eligibility verification policy.

40.5.4. Establish an internal compliance and training program related to the hiring and employment verification process, to include, but not limited to, completion of Form I-9, how to detect fraudulent use of documents in the verification process, and how to use E-Verify and the Social Security Number Verification Service.

40.5.5. Require the Form I-9 and E-Verify process to be conducted only by individuals who received appropriate training and include secondary review as of each employee's verification to minimize the potential for a single individual to subvert the process.

40.5.6. Arrange for annual Form I-9 audits by an external auditing firm or a trained employee not otherwise involved in the Form I-9 process.

40.5.7. Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process.

40.5.8. Establish a program to assess Sub-Contractors' compliance with employment eligibility verification requirements. Encourage Vendor/Contractors to incorporate the IMAGE Best Practices contained in this Article and, when practicable, incorporate the verification requirements in Sub-Contractor Agreements.

40.5.9. Establish a protocol for responding to letters received from federal and state government agencies indicating that there is a discrepancy between the agency's information and the information provided by the employer or employee; for example, "no match" letters received from the Social Security Administration.

40.5.10. Establish a tip line mechanism (inbox, e-mail, etc.) for employees to report activity relating to the employment of unauthorized workers, and a protocol for responding to employee tips.

40.5.11. Establish and maintain appropriate policies, practices, and safeguards against use of the verification process for unlawful discrimination, and to ensure that U.S. Citizens and authorized workers do not face discrimination with respect to hiring, firing, recruitment or referral for a fee because of citizenship status or national origin.

40.5.12. Maintain copies of any documents accepted as proof of identify and/or employment authorization for all new hires.

41. SCRUTINIZED COMPANIES PURSUANT TO FLORIDA STATUTE 287.135 AND 215.473 (Current Edition): Vendor/Contractor must certify that the company is not participating in a boycott of Israel. Vendor/Contractor must also certify that Vendor/Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan list, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector list, or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the County will not contract for the provision of goods or services with any scrutinized company referred to above. Vendor/Contractor must submit the certification form included as an Attachment to this solicitation. Submitting a false certification shall be deemed a material breach of Contract. The County shall provide notice, in writing, to the Vendor/Contractor of the County's determination concerning the false certification. The Vendor/Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active Contract term, the Vendor/Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Vendor/Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the Contract and seek civil remedies pursuant to Section 287.135, Florida Statutes (Current Edition), as amended from time to time.

42. INSURANCE REQUIREMENTS:

42.1. INDEMNITY, SAFETY AND INSURANCE PROVISIONS:

42.1.1. INDEMNITY: To the fullest extent permitted by Florida law, the Vendor/Contractor covenants, and agrees that it will indemnify and hold harmless the County and all of the County's officers, agents, and employees from any claim, loss, damage, cost, charge, attorney's fees and costs, or any other expense arising out of any act, action, neglect, or omission by Vendor/Contractor during the performance of the Contract, whether direct or indirect, and whether to any person or property to which the County or said parties may be subject, except that neither the Vendor/Contractor nor any of its Sub-Contractors, 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.

42.1.2. PROTECTION OF PERSONS AND PROPERTY:

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

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

42.2. MINIMUM INSURANCE REQUIREMENTS: Vendor/Contractor shall procure, pay for and maintain at least the following insurance coverage and limits. Said insurance shall be evidenced by delivery to the County of a certificate(s) of insurance executed by the insurers listing coverage and limits,

expiration dates and terms of policies and all endorsements whether or not required by the County, and listing all carriers issuing said policies. The insurance requirements shall remain in effect throughout the term of this Contract.

42.2.1. **WORKERS' COMPENSATION:** As required by law:

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

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

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

COVERAGE AS FOLLOWS:

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

Per Project Aggregate (if applicable)

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

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

42.2.3. **ADDITIONAL INSURED:** Vendor/Contractor agrees to endorse Hernando County as an additional insured on the Comprehensive General Liability. The additional insured shall read "Hernando County Board of County Commissioners." Proof of Endorsement is required.

42.2.4. **WAIVER OF SUBROGATION:** Vendor/Contractor agrees by entering into this Contract to a Waiver of Subrogation for each required policy herein. When required by the insurer or should a policy condition not permit Vendor/Contractor to enter into a pre-loss Agreement to waive subrogation without an endorsement, then Vendor/Contractor agrees to notify the insurer and request the policy be endorsed with a waiver of transfer of rights of recovery against others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Vendor/Contractor enter into such an Agreement on a pre-loss basis.

42.2.5. **AUTOMOBILE LIABILITY:** Comprehensive automobile and truck liability covering any auto, all owned autos, scheduled autos, hired autos, and non-owned autos. Coverage shall be on an "occurrence" basis. Such insurance to include coverage for loading and unloading hazards.

COVERAGE AS FOLLOWS:

COMBINED SINGLE LIMIT (CSL)	$1,000,000

BODILY INJURY (Per Person).....$1,000,000
BODILY INJURY (Per Accident).....$1,000,000
PROPERTY DAMAGE.....$1,000,000

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

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

Notwithstanding the requirements for Professional Liability Insurance listed above, Engineer and/or Architect must provide evidence of coverage, a minimum of $1,000,000.00.

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

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

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

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

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

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

42.2.7.1. Date which all persons and organization that are insured under the policy agree in writing that it must be terminated;

42.2.7.2. Date on which final payment of this Contract has been made by County to Vendor/Contractor; or

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

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

42.2.8. **[X] Not-Required _____(initials)**
PLEASE NOTE: If box is not checked and initialed by Chief Procurement Officer, the specified insurance below is required.

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

42.2.9. **[X] Not-Required _____(initials)**
PLEASE NOTE: If box is not checked and initialed by Chief Procurement Officer, the specified insurance below is required.

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

42.2.10. **[X] Not-Required _____(initials)**
PLEASE NOTE: If box is not checked and initialed by Chief Procurement Officer, the specified insurance below is required.

POLLUTION LIABILITY
Include exposures of pesticides/insecticides and herbicides.
Limits as follows:
No less than $1,000,000 Per Occurrence
$1,000,000 Aggregate
$5,000 Medical Payment
Additional Insured & Waiver of Subrogation required.

42.2.11. **SUB-CONTRACTORS (if applicable):** All Sub-Contractors hired by said Contractor are required to provide Hernando County Board of County Commissioners Certificates of Insurance with the same limits required by the county as required by the Contract. All Sub-Contractors are required to name Hernando County Board of County Commissioners as additional insured and provide a Waiver of Subrogation in regards to General Liability.

42.2.12. **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 to its poor financial condition or its failure to adhere to legal requirements.

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

42.3.1. 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. The Certificate of Insurance shall provide a minimum thirty (30) day notice to the County of cancellation of the policy, when available by Vendor/Contractor's insurer. If the Vendor/Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, **Vendor/Contractor agrees to notify the County by fax within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance.** The Certificate Holder shall read:

Hernando County Board of County Commissioners
ATTN: Purchasing and Contracts Department
20 N. MAIN STREET, ROOM 266
Brooksville, FL 34601

42.3.2. Companies issuing the insurance policy, or policies, shall have no recourse against the County for payment of premiums or assessments for any deductibles as all are the sole responsibility and risk of Vendor/Contractor.

42.3.3. 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.

42.3.4. 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.

42.4. The Vendor/Contractor shall be required to provide a current certificate of insurance to the County prior to commencement of services.

42.5. 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.

42.6. Failure of the owner to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the owner to identify a deficiency from evidence provided shall not be construed as a waiver of the Vendor/Contractor's obligation to maintain such insurance.

43. MINIMUM WAGE RATES:

43.1. The Vendor/Contractor shall be required to pay his/her/its employees no less than the Federal Minimum Wage Rate.

43.2. If the Contract should be renewed, the Contract shall be adjusted for benefit of the Vendor/Contractor in proportion with Federal Law Governing Wage Rates during the period of the Contract for labor-related costs only.

43.3. The County reserves the right to inspect the payroll records of the Vendor/Contractor, as may be deemed necessary, to determine that the Vendor/Contractor is complying with Federal Wage and Hour Law.

44. SAFETY PRE-CAUTIONS:

44.1. The Vendor/Contractor shall be responsible for instructing his workmen in appropriate safety measures with respect to all services provided under this Contract, and shall not permit them to place equipment in traffic lanes or other locations in such a manner as to create a safety hazard.

44.2. All equipment shall be equipped with all necessary safety equipment to satisfy all applicable Florida Department of Transportation and Occupational Safety and Health Administration (OSHA) requirements.

45. RESPONSIVE/RESPONSIBLE: At the time of submitting a Bid response, the County requires that the **Bidder be properly licensed and registered to do business in the State of Florida in accordance with applicable Florida Statutes (F.S.).** Bid responses that fail to provide the required forms listed in these Bid Documents may be rejected as non-responsive. **Bidders whose responses, past performance, or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of the Bid may be rejected as non-responsible.** The County reserves the sole right to determine which responses meet the requirements of this solicitation, and which Bidders are responsive

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

46. CONE OF SILENCE: This solicitation falls under the Hernando County Procurement Ordinance 93-16 (Current Edition). After a Bid is opened or a Short List is established for an Invitation to Bid (ITB), Request for Qualification (RFQ), or Request for Proposal (RFP), a Vendor/Contractor or representative as defined in the Ordinance, may not seek information or clarification or in any way contact any official or employee of the County concerning this solicitation with the exception of the Hernando County Chief Procurement Officer, County Attorney, or an individual specifically designated in this document for dissemination of information. A copy of any written communication concerning this solicitation shall be filed with the Purchasing and Contracts Department and shall be made available to the public upon request. A violation of the "Cone of Silence" renders any award voidable at the sole discretion of the Chief Procurement Officer with approval from the Board of County Commissioners and may subject the potential Vendor/Contractor or representative to debarment. Nothing in the Ordinance prevents a Vendor/Contractor or representative from taking part in a public meeting concerning the solicitation.

46.1. All Vendors/Contractors or representatives are hereby placed on formal notice. A lobbying "Cone of Silence" period shall commence upon issuance of the solicitation until the Board selects the successful Bidder. For procurements that do not require Board approval, the "Cone of Silence" period commences upon solicitation issuance and concludes upon Contract award.

46.2. Neither the members of the Board of County Commissioners nor candidates for County Commission, nor any employees from the Hernando County Government, Hernando County staff members, nor any members of the evaluation team are to be lobbied, either individually or collectively, concerning this project. Vendors/Contractors or representatives who intend to submit Bids, or have submitted Bids, for this project are hereby placed on formal notice that they are not to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County. Any such lobbying activities may cause immediate disqualification from this project.

47. CLAIMS:

47.1. Chief Procurement Officer's Decision Required: All claims, except those waived, shall be referred to the Chief Procurement Officer for decision.

47.2. Notice: Written notice stating the general nature of each claim shall be delivered by the claimant to the Chief Procurement Officer and the other party to the Contract promptly (but in no event later than thirty (30) days after the start of the event giving rise thereto. The responsibility to substantiate a claim shall rest with the party making the claim. Notice of the amount or extent of the claim, with supporting data, shall be delivered to the Chief Procurement Officer and the other party to the Contract within sixty (60) days after the start of such event (unless the Chief Procurement Officer allows additional time for claimant to submit additional or more accurate data in support of such claim). A claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 59. 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).

47.3. Chief Procurement Officer's Action: Chief Procurement Officer will review each claim and, within thirty (30) days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

47.3.1. Deny the claim in whole or in part,

47.3.2. Approve the claim, or

47.3.3. Notify the parties that the Chief Procurement Officer is unable to resolve the claim if, in the Chief Procurement Officer's sole discretion, it would be inappropriate for the Chief Procurement Officer to do so. For purposes of further resolution of the claim, such notice shall be deemed a denial.

47.4. In the event that Chief Procurement Officer does not take action on a claim within said thirty (30) days, the claim shall be deemed denied.

47.5. Chief Procurement Officer's written action or denial will be final and binding upon Owner and Vendor/Contractor, unless Owner or Vendor/Contractor invoke the dispute resolution procedure set forth in Paragraph 48 within thirty (30) days of such action or denial.

48. DISPUTE RESOLUTION:

48.1. Owner and Vendor/Contractor may mutually request mediation of any claim submitted to the Owner for a decision before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the effective date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association. Timely submission of the request shall stay the effect.

48.2. Owner and Vendor/Contractor shall participate in the mediation process in good faith. The process shall be concluded within sixty (60) days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

48.3. If the claim is not resolved by mediation, Chief Procurement Officer's action or denial pursuant to Paragraph 47.3 shall become final and binding thirty (30) days after termination of the mediation unless, within that time period, Owner or Vendor/Contractor:

48.3.1. Agrees with the other party to submit the claim to another dispute resolution process, or

48.3.2. Gives written notice to the other party of their intent to submit the claim to a court of competent jurisdiction.

SECTION IV - SPECIAL CONDITIONS

49. LICENSES AND PERMITS:

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

49.2. Said licenses shall be in the Bidder's name as it appears on the Official Bid Form. Bidder shall supply appropriate license numbers, with expiration dates as part of their Bid. Failure to hold and provide proof of a proper active license, certification and registration may be grounds for rejection of the Bid.

49.3. Upon notification, Bidder shall provide copies of all applicable active and current licenses.

50. PERFORMANCE:

50.1. 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.

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

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

50.4. If said Vendor/Contractor shall neglect, fail or refuse to provide the services within the time herein specified, then said Vendor/Contractor does hereby agree as part of the consideration for the awarding of this Contract, to pay the County the sum extended by the County to Contract for like services approved by the Purchasing and Contracts Department for the period from the required scheduled commencement date until performance of services covered in the Invitation to Bid is completed.

50.5. 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.

51. 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.

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

53. 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.

54. 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 his/her repair facility at no cost to the County. All warranty provisions of the Uniform Commercial Code shall additionally apply.

55. DEBRIS: Awarded Vendor/Contractor shall be responsible for the prompt removal of all debris which is a result of this Contractual Service.

56. PROTECTION OF PROPERTY/SECURITY:

56.1. The Vendor/Contractor shall provide barricades if necessary and take all necessary precautions to protect buildings and personnel. All work shall be completed in every respect and accomplished in a professional manner and the Vendor/Contractor shall provide for removal of all debris from County property.

56.2. The Vendor/Contractor, shall at all times, guard against damage or loss to property of Hernando County, or of other Vendor/Contractors, and shall be held responsible for replacing or repairing any such loss or damage. The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss of damage to property through negligence of the Vendor/Contractor or his agent.

57. TRENCH SAFETY ACT (CONSTRUCTION): Bidder shall be solely responsible for complying with the Florida Trench Safety Act as established under 553.60 through 553.64, Florida Statutes (Current Edition), 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 VII, must be submitted with the Bid.

58. **PRICING:** The County requires a firm fixed price for the entire Contract period. Invoices will be reviewed to confirm compliance with Bid pricing. Failure to hold prices firm shall be grounds for immediate termination of the Contract.

59. **PRICE ADJUSTMENT:** Written request for price adjustments may be made every six (6) months, no less than thirty (30) days prior to the requested effective date. Any increased price adjustment(s) must be accompanied by written justification attesting that the request is a bonafide cost increase to the Vendor/Contractor. The base period for any requested adjustment shall be the beginning of the latest period during which an adjustment may have been made. For example, if annual adjustments may be requested under a three-year Contract and none is requested after the first two (2) years, the base period for an adjustment effective the third year shall be the beginning of the second year. All requests for price adjustment(s) shall be supported by Consumer Price Index and/or Producer Price Index documentation supporting the requested increase. The maximum allowable increase shall not exceed four percent (4%). All price adjustments must be accepted by the Chief Procurement Officer and shall be accomplished by written amendment to this Contract.

60. **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.

61. **CHANGES - SERVICE CONTRACTS:**

61.1. The County may at any time by issuance of an executed change order make changes within the general scope of the Contract in any of the following areas:

61.1.1. Description of services to be performed.
61.1.2. Time of performance (i.e., hours of the day, days of the week, etc.).
61.1.3. Place of performance of the services.

61.2. If additional work or other changes are required in the areas described above, a price proposal will be required from the Vendor/Contractor. Upon negotiation of the proposal, execution and receipt of the Change Order, the Vendor/Contractor shall commence performance of the work as specified.

61.3. The Vendor/Contractor shall not commence the performance of additional work or other changes not covered by this Contract without an executed Change Order issued by the Purchasing and Contracts Department. If the Vendor/Contractor performs additional work beyond the specific requirements of this Contract without an executed Change Order, it shall be at his/her own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed Change Order.

62. **EVALUATION OF OPTIONS:** The County shall evaluate Bids/Offers for award purposes by adding the total price for all options to the total price of the basic period. However, the evaluation of options will not obligate the County to exercise the option(s).

63. **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.

64. **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.**

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

66. **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.

67. **SAMPLES/DEMONSTRATIONS:** Samples of any product for demonstration shall be furnished upon request for a quality test or comparison without cost to the County.

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

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

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

71. **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. (Current Edition), 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. (Current Edition). Vendor/Contractor must provide evidence that it is in compliance with this requirement no later than ten (10) days prior to commencement of work.

SECTION V: SCOPE AND SPECIFICATIONS

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

73. **SCOPE OF WORK:** The Vendor/Contractor will supply all materials, labor, and equipment in order to accomplish repairs and rehabilitation of sanitary sewer pipes, as described in the specifications showing the proposed improvements in Hernando County, Florida.
74. **LOCATION OF THE WORK:** The work to be performed in this Contract will be performed at various locations in Hernando County, Florida.

75. TECHNICAL SPECIFICATIONS SCOPE AND SPECIFICATIONS: 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 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 capacity.

76. PART I – GENERAL

76.1. PRODUCT, MANUFACTURER/INSTALLER QUALIFICATION REQUIREMENTS

76.1.1. Since sanitary sewer 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.

76.1.2. 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.

76.1.3. 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.

76.1.4. Sewer 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.

76.1.5. 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.

76.1.6. All required submittals must be satisfactory to the Owner.

76.2. SUBMITTALS

76.2.1. Shop Drawing:

76.2.1.1. After the award of the Contract and before any sewer system 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.

76.2.1.2. In addition, the Vendor/Contractor shall submit the following:

76.2.1.2.1. Satisfactory written certification of compliance with the ASTM standards listed in TS-34, Structural Requirements.

76.2.1.2.2. Quality control test results on the liner, which will be furnished for this project.

76.2.1.2.3. Description of installation procedure and equipment proposed for use. Include the job curing water temperatures, locations, of monitors, etc.

Vendor/Contractor shall not permit any sewer lining component to be brought onto the job site until the shop drawings have been approved by the owner.

76.2.2. Inspection Line Segments:

76.2.2.1. 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 and joints. Document the internal inspection before and after lining on CD/Flash Drive accompanied by computer logs of the internal inspection.

76.2.2.2. 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.

77. PART II – PRODUCTS

77.1. GENERAL LINER MATERIAL REQUIREMENTS

77.1.1. The proposed materials shall be suitable for use in the environment and conditions of this project.

77.1.2. The product shall not be made of a dark or non-reflective material which would inhibit proper closed-circuit TV inspection.

77.1.3. 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.

77.1.4. 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.

77.1.5. 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.

77.1.6. 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.

77.1.7. PATENTS: Vendor/Contractor shall warrant and indemnify Owner against all claims for patent infringement and any loss thereof.

77.2. STRUCTURAL REQUIREMENTS

77.2.1. The newly installed liner shall be **designed for a minimum 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.

77.2.2. 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.

77.3. LINER MATERIALS

77.3.1. 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.

77.3.2. 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.

77.3.3. 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.

77.3.4. 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.

77.3.4.1. Tube

77.3.4.1.1. 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.

77.3.4.1.2. The wet-out Tube shall have a uniform thickness that when compressed at installation pressures will meet or exceed the Design thickness.

77.3.4.1.3. 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.

77.3.4.1.4. 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.

77.3.4.1.5. 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.

77.3.4.1.6. 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.

77.3.4.1.7. Seams in the Tube shall be stronger than the non-seamed felt.

77.3.4.1.8. 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.

77.3.4.2. Resin

77.3.4.2.1. 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 CIPP which will comply with the structural and chemical resistance requirements of this specification.

77.3.5. 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.

77.3.6. 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.

78. EXECUTION

78.1. CLEANING

78.1.1. Hernando County Utilities will perform high velocity jet cleaning days prior to Vendor/Contractors installation or repairs.

78.1.2. Vendor/Contractor shall clean the sanitary sewer to be lined. Cleaning operations shall result in virtually 100% of the debris being removed. The Vendor/Contractor shall clean the sewer 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.

78.1.3. Debris disposal is the responsibility of the Vendor/Contractor.

78.1.4. The Vendor/Contractor shall ensure no solids are passed downstream to the next pipe section during the cleaning operation.

78.2. PRE-INSTALLATION TELEVISING

78.2.1. After cleaning the sewer segment, Vendor/Contractor shall internally inspect, via television inspection, the sewer segment to be lined. Personnel conducting the televising inspection shall be experienced in operating a sewer 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:

78.2.1.1. Date, time of day, and depth of flow.
78.2.1.2. Sewer segment number: "from" structure number and "to" structure number.
78.2.1.3. Locations of obstructions, structural defects, joint deterioration, leakage or evidence thereof, and other abnormalities with respect to the sewer condition. The distance from the centerline of the upstream structure shall be indicated for each item noted.

78.2.2. 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 shall proceed until the conditions are corrected.

78.2.3. 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 segment.

78.2.4. 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 shall be thirty feet per minute (30 fpm).

78.2.5. If any obstruction in the sewer 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 segment by making a reverse setup at the next downstream structure.

78.2.6. 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.

78.2.7. 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.

78.3. BYPASS PUMPING

78.3.1. 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.

78.4. CLEARING OBSTRUCTIONS BY POINT REPAIR

78.4.1. 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.

78.5. PRODUCT HANDLING

78.5.1. Vendor/Contractor shall use all means necessary to protect sewer lining material during transportation, before, during, and after installation and to protect the installed work and materials of all other trades.

78.5.2. 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.

78.6. INSTALLATION PROCEDURE/CIPP

78.6.1. 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.

78.6.2. Following are general steps required for installation of CIPP liner systems. Specific requirements for temperature, pressure, and time shall be determined by the manufacturer.

78.6.2.1. Resin Impregnation and Tube Insertion

78.6.2.1.1. 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.

78.6.2.1.2. 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.

78.6.2.2. Curing

78.6.2.2.1. 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.

78.6.2.2.2. 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.

78.6.2.2.3. 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.

78.6.2.3. Cool Down

78.6.2.3.1. 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.

78.6.2.3.2. 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 in order to protect the stream environment downstream.

78.6.2.4. Finish

78.6.2.4.1. 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.

78.6.3. CIPP installation shall be in accordance with ASTM F1216, Section 7, or ASTM, Section 6 with the following modifications:

78.6.3.1. 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.

78.6.3.1.1. 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.

78.6.3.2. 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.

78.6.3.3. Temperature gauges shall be placed inside the tube at the invert level of each end to monitor the temperatures during the cure cycle.

78.6.3.4. Curing shall be accomplished by utilizing hot water under hydrostatic pressure in accordance with the manufacturer's recommended cure schedule.

78.7. CLEANUP

78.7.1. 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 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 segment at no additional cost.

78.7.2. 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.

78.7.3. 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.

78.8. POST-INSTALLATION TELEVISION INSPECTION

78.8.1. Vendor/Contractor shall televise the inside of the lined sewer segment after installation of the liner.

78.8.2. 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.

78.8.3. 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.

78.8.4. The post-installation television inspection payment shall be included in the cost of installing the liner.

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

SECTION VI: BID FORM

ITB NO. 20-T00085/CH – SLIP LINING FOR GRAVITY SEWER 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.

"Estimated" annual department expenditure is $300,000.00 and that "actual expenditures" are unknown and County purchase from this contract will be based upon the department available budget, actual work identified and as required. Award Evaluation: The Bid unit pricing, the aggregate of all unit pricing will be summed to identify bidder bid total and bid evaluation shall be performed by the County Department (to include other evaluation parameters) for award evaluation and award recommendation.

PART I – MANHOLE TO MANHOLE

ITEM NO.	SIZE & TYPE	GROUTING PER JOINT	UNIT	UNIT PRICE PER JOINT
1	6"	GPJ	EA	$250.00
2	8"	GPJ	EA	$250.00

ITEM NO.	SLIP LINING	LATERAL REINSTATEMENT	UNIT	UNIT PRICE PER LINEAR FOOT	TOTAL
3	6" PVC, 0-50 FT	0	LF	$95.00	$570.00
		1	LF	$95.00	
		2	LF	$95.00	
		3	LF	$95.00	
		4	LF	$95.00	
		5	LF	$95.00	
4	6" PVC, 0-100 FT	0	LF	$90.00	$630.00
		1	LF	$90.00	
		2	LF	$90.00	
		3	LF	$90.00	
		4	LF	$90.00	
		5	LF	$90.00	
		6	LF	$90.00	
5	6" PVC, 0-200 FT	0	LF	$80.00	$720.00
		1	LF	$80.00	
		2	LF	$80.00	
		3	LF	$80.00	
		4	LF	$80.00	
		5	LF	$80.00	
		6	LF	$80.00	
		7	LF	$80.00	
		8	LF	$80.00	
6	6" PVC, 0-300 FT	0	LF	$75.00	$825.00
		1	LF	$75.00	
		2	LF	$75.00	
		3	LF	$75.00	
		4	LF	$75.00	
		5	LF	$75.00	
		6	LF	$75.00	
		7	LF	$75.00	
		8	LF	$75.00	
		9	LF	$75.00	
		10	LF	$75.00	

SECTION VI: BID FORM (Continued)

ITB NO. 20-T00085/CH – SLIP LINING FOR GRAVITY SEWER LINES

PART I – MANHOLE TO MANHOLE

ITEM NO.	SLIP LINING	LATERAL REINSTATEMENT	UNIT	UNIT PRICE PER LINEAR FOOT	TOTAL
7	6" PVC, 0-350 FT	0	LF	$70.00	$770.00
		1	LF	$70.00	
		2	LF	$70.00	
		3	LF	$70.00	
		4	LF	$70.00	
		5	LF	$70.00	
		6	LF	$70.00	
		7	LF	$70.00	
		8	LF	$70.00	
		9	LF	$70.00	
		10	LF	$70.00	
8	6" VCP, 0-50 FT	0	LF	$95.00	$570.00
		1	LF	$95.00	
		2	LF	$95.00	
		3	LF	$95.00	
		4	LF	$95.00	
		5	LF	$95.00	
9	6" VCP, 0-200 FT	0	LF	$90.00	$810.00
		1	LF	$90.00	
		2	LF	$90.00	
		3	LF	$90.00	
		4	LF	$90.00	
		5	LF	$90.00	
		6	LF	$90.00	
		7	LF	$90.00	
		8	LF	$90.00	
10	6" VCP, 0-300 FT	0	LF	$85.00	$935.00
		1	LF	$85.00	
		2	LF	$85.00	
		3	LF	$85.00	
		4	LF	$85.00	
		5	LF	$85.00	
		6	LF	$85.00	
		7	LF	$85.00	
		8	LF	$85.00	
		9	LF	$85.00	
		10	LF	$85.00	
11	6" VCP, 0-350 FT	0	LF	$75.00	$825.00
		1	LF	$75.00	
		2	LF	$75.00	
		3	LF	$75.00	
		4	LF	$75.00	
		5	LF	$75.00	
		6	LF	$75.00	
		7	LF	$75.00	
		8	LF	$75.00	
		9	LF	$75.00	
		10	LF	$75.00	

SECTION VI: BID FORM (Continued)

ITB NO. 20-T00085/CH – SLIP LINING FOR GRAVITY SEWER LINES

PART I – MANHOLE TO MANHOLE (continued)

ITEM NO.	SLIP LINING	LATERAL REINSTATEMENT	UNIT	UNIT PRICE PER LINEAR FOOT	TOTAL
12	8" PVC, 0-50 FT	0	LF	$120.00	$720.00
		1	LF	$120.00	
		2	LF	$120.00	
		3	LF	$120.00	
		4	LF	$120.00	
		5	LF	$120.00	
13	8" PVC, 0-100 FT	0	LF	$115.00	$805.00
		1	LF	$115.00	
		2	LF	$115.00	
		3	LF	$115.00	
		4	LF	$115.00	
		5	LF	$115.00	
		6	LF	$115.00	
14	8" PVC, 0-200 FT	0	LF	$90.00	$810.00
		1	LF	$90.00	
		2	LF	$90.00	
		3	LF	$90.00	
		4	LF	$90.00	
		5	LF	$90.00	
		6	LF	$90.00	
		7	LF	$90.00	
		8	LF	$90.00	
15	8" PVC, 0-300 FT	0	LF	$80.00	$880.00
		1	LF	$80.00	
		2	LF	$80.00	
		3	LF	$80.00	
		4	LF	$80.00	
		5	LF	$80.00	
		6	LF	$80.00	
		7	LF	$80.00	
		8	LF	$80.00	
		9	LF	$80.00	
		10	LF	$80.00	
16	8" PVC, 0-350 FT	0	LF	$70.00	$770.00
		1	LF	$70.00	
		2	LF	$70.00	
		3	LF	$70.00	
		4	LF	$70.00	
		5	LF	$70.00	
		6	LF	$70.00	
		7	LF	$70.00	
		8	LF	$70.00	
		9	LF	$70.00	
		10	LF	$70.00	
17	8" VCP, 0-50 FT	0	LF	$120.00	$720.00
		1	LF	$120.00	
		2	LF	$120.00	
		3	LF	$120.00	
		4	LF	$120.00	
		5	LF	$120.00	

SECTION VI: BID FORM (Continued)

ITB NO. 20-T00085/CH – SLIP LINING FOR GRAVITY SEWER LINES

PART I – MANHOLE TO MANHOLE (continued)

ITEM NO.	SLIP LINING	LATERAL REINSTATEMENT	UNIT	UNIT PRICE PER LINEAR FOOT	TOTAL
18	8" VCP, 0-100 FT	0	LF	$115.00	$805.00
		1	LF	$115.00	
		2	LF	$115.00	
		3	LF	$115.00	
		4	LF	$115.00	
		5	LF	$115.00	
		6	LF	$115.00	
19	8" VCP, 0-200 FT	0	LF	$100.00	$900.00
		1	LF	$100.00	
		2	LF	$100.00	
		3	LF	$100.00	
		4	LF	$100.00	
		5	LF	$100.00	
		6	LF	$100.00	
		7	LF	$100.00	
		8	LF	$100.00	
20	8" VCP, 0-300 FT	0	LF	$90.00	$990.00
		1	LF	$90.00	
		2	LF	$90.00	
		3	LF	$90.00	
		4	LF	$90.00	
		5	LF	$90.00	
		6	LF	$90.00	
		7	LF	$90.00	
		8	LF	$90.00	
		9	LF	$90.00	
		10	LF	$90.00	
21	8" VCP, 0-350 FT	0	LF	$70.00	$770.00
		1	LF	$70.00	
		2	LF	$70.00	
		3	LF	$70.00	
		4	LF	$70.00	
		5	LF	$70.00	
		6	LF	$70.00	
		7	LF	$70.00	
		8	LF	$70.00	
		9	LF	$70.00	
		10	LF	$70.00	

PART I SUB-TOTAL: $15,325.00

SECTION VI: BID FORM (Continued)

ITB NO. 20-T00085/CH – SLIP LINING FOR GRAVITY SEWER LINES

PART II – SPOT REPAIRS

ITEM NO.	SLIP LINING	LATERAL REINSTATEMENT	UNIT	UNIT PRICE PER LINEAR FOOT	TOTAL
22	6" PVC, 2' TO 5'	0	LF	$400.00	$1,200.00
		1	LF	$400.00	
		2	LF	$400.00	
23	6" PVC, 2' TO 10'	0	LF	$200.00	$800.00
		1	LF	$200.00	
		2	LF	$200.00	
		3	LF	$200.00	
24	6" PVC, 2' TO 20'	0	LF	$150.00	$1,050.00
		1	LF	$150.00	
		2	LF	$150.00	
		3	LF	$150.00	
		4	LF	$150.00	
		5	LF	$150.00	
		6	LF	$150.00	
25	6" VCP, 2' TO 5'	0	LF	$400.00	$1,200.00
		1	LF	$400.00	
		2	LF	$400.00	
26	6" VCP, 2' TO 10'	0	LF	$200.00	$800.00
		1	LF	$200.00	
		2	LF	$200.00	
		3	LF	$200.00	
27	6" VCP, 2' TO 20'	0	LF	$150.00	$1,050.00
		1	LF	$150.00	
		2	LF	$150.00	
		3	LF	$150.00	
		4	LF	$150.00	
		5	LF	$150.00	
		6	LF	$150.00	
28	8" PVC, 2' TO 5'	0	LF	$400.00	$1,200.00
		1	LF	$400.00	
		2	LF	$400.00	
29	8" PVC, 2' TO 10	0	LF	$200.00	$800.00
		1	LF	$200.00	
		2	LF	$200.00	
		3	LF	$200.00	
30	8" PVC, 2' TO 20'	0	LF	$150.00	$1,050.00
		1	LF	$150.00	
		2	LF	$150.00	
		3	LF	$150.00	
		4	LF	$150.00	
		5	LF	$150.00	
		6	LF	$150.00	
31	8" VCP, 2' TO 5'	0	LF	$400.00	$1,200.00
		1	LF	$400.00	
		2	LF	$400.00	
32	8" VCP, 2' TO 10'	0	LF	$200.00	$800.00
		1	LF	$200.00	
		2	LF	$200.00	
		3	LF	$200.00	

SECTION VI: BID FORM (Continued)

ITB NO. 20-T00085/CH – SLIP LINING FOR GRAVITY SEWER LINES

PART II – SPOT REPAIRS (continued)

ITEM NO.	SLIP LINING	LATERAL REINSTATEMENT	UNIT	UNIT PRICE PER LINEAR FOOT	TOTAL
33	8" VCP, 2' TO 20'	0	LF	$150.00	$1,050.00
		1	LF	$150.00	
		2	LF	$150.00	
		3	LF	$150.00	
		4	LF	$150.00	
		5	LF	$150.00	
		6	LF	$150.00	

PART II SUB-TOTAL: $12,200.00

PART III – LATERAL TO MAIN (HCUD will dig all pits and repair the yards)

ITEM NO.	SLIP LINING	UNIT	UNIT PRICE PER LINEAR FOOT
34	4" PVC, 0 TO 30'	LF	$200.00
35	4" VPC, 0 TO 30'	LF	$200.00
36	6" PVC, 0 TO 30'	LF	$200.00
37	6" VCP, 0 TO 30'	LF	$200.00

PART III SUB-TOTAL: $800.00

PART IV – GROUTING/CLEANING

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE
38	Manhole Grouting	PER GALLON	$400.00
39	Mechanical cleaning	PER FOOT	$30.00

PART IV SUB-TOTAL: 430.00

PART V – MOBILIZATION

ITEM NO.	JOB	UNIT PRICE
40	1 TO 5	$2,500.00
41	6 TO 10	$0.00

PART V SUB TOTAL: $2,500.00

SECTION VI: BID FORM (Continued)

ITB NO. 20-T00085/CH – SLIP LINING FOR GRAVITY SEWER LINES

TOTAL BASE BID (including Parts I – V): $31,255.00

TOTAL BASE BID (in words): Thirty-one thousand, two hundred fifty-five dollars and zero cents

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

Vortex Services, LLC.	
COMPANY NAME	**AUTHORIZED SIGNATURE**
5910 Hartford Street	
MAILING ADDRESS	
Tampa, FL 33619	
CITY, STATE, ZIP CODE	

(813) 626-0700	(833) 247-7943	ccorrigan@vortexcompanies.com
TELEPHONE NUMBER	**FAX NUMBER**	**EMAIL ADDRESS**

Catherine Corrigan	Project Coordinator
CONTACT PERSON	**TITLE**

Inquiries regarding this Invitation for bid may be directed to Carina Hall, Senior Buyer, at telephone number 352-754-4020 or email purchasing@hernandocounty.us.

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

N/A

SECTION VII - REQUIRED FORMS AND CERTIFICATIONS

ATTACHMENT 1

STATEMENT OF NO BID

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

Hernando County
Purchasing and Contracts Department
20 N. MAIN STREET, ROOM 266
Brooksville, FL 34601

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

Reason:

_____ Specifications too tight, geared toward one brand or manufacturer (explain below)

_____ Insufficient time to respond.

_____ Specifications unclear (explain below)

_____ We do not offer this product/services.

_____ Our present schedule does not permit us to perform.

_____ Unable to meet specifications or provide services.

Remarks:

_____

_____

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

COMPANY NAME: _____

ADDRESS: _____

_____

PHONE: _____

SIGNATURE: _____ TITLE: _____

SECTION VII - REQUIRED FORMS AND CERTIFICATIONS

ATTACHMENT 2

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087 (Current Edition), hereby certify that, (print or type name of firm) Vortex Services, LLC.

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under proposal a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 893 (Current Edition), or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace program.
- "As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

Authorized Signature

5/19/2020

Date Signed

State of: South Carolina

County of: Greenville

Sworn to and subscribed before me this 19th day of May, 2020

Personally known X or Produced Identification _____

(Specify Type of Identification)

Signature of Notary

My Commission Expires: 4/24/2029

This document must be completed and returned with your Submittal.

SECTION VII - REQUIRED FORMS AND CERTIFICATIONS

ATTACHMENT 3

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

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

Wesley Kingery, * being first duly sworn, deposes and says that he (it) is the Vendor/Contractor in the above Bid/Proposal, that the only person or persons interested in said proposal are named therein; that no officer, employee or agent of the Hernando County Board of County Commissioners (BOCC) or of any other Vendor/Contractor is interested in said bid/proposal; and that affiant makes the above Bid/Proposal with no past or present collusion with any other person, firm or corporation.

Affiant

STATE OF South Carolina
COUNTY OF Greenville

The foregoing instrument was acknowledged before me this 19th day of May, 2020 by Wesley Kingery, who is personally known to me or who has produced as identification and who did take an oath.

Notary Public: Cathleen Cyr
My Commission Expires: 4/24/2029

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

This document must be completed and returned with your Submittal.

SECTION VII - REQUIRED FORMS AND CERTIFICATIONS

ATTACHMENT 4

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

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

1. This sworn statement is submitted to

County of Hernando

by Wesley Kingery - EVP

[print individual's name and title]

for Vortex Services, LLC.

[print name of entity submitting sworn statement]

whose business address is 5910 Hartford Street Tampa, FL 33619

(if applicable) its Federal Employer Identification Number (FEIN) is 20-5007200
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement) : _____.

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes (Current Edition), means a violation of any public entity or with an agency or political subdivision of any other State or of the United States, including, but not limited to, any Proposal or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that *"convicted"* or *"conviction"* as defined in Paragraph 287.133 (1)(b), Florida Statutes (Current Edition), means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an *"affiliate"* as defined in Paragraph 287.133 (1)(a), Florida Statutes (Current Edition), means:
   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term *"affiliate"* includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length Agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

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

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement: [indicate which statement applies]

_____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

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

5/19/20

[signature] **[date]**

STATE OF ~~FLORIDA~~ South Carolina

COUNTY OF Greenville

PERSONALLY APPEARED BEFORE ME, the undersigned authority

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

19th day of May 2020.

NOTARY PUBLIC

My commission expires: 4/24/2029

This document must be completed and returned with your Submittal.

SECTION VII - REQUIRED FORMS AND CERTIFICATIONS

ATTACHMENT 5

AUTHORIZED SIGNATURES/NEGOTIATORS

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

Name	Title	Phone No.
Wesley Kingery	EVP	(713) 750-9081
Benjamin Roese	VP	(813) 626-0700

(Signature)

EVP
(Title)

Vortex Services, LLC.
(Name of Business)

The Vendor/Contractor shall complete and submit the following information with its Bid or Proposal:

Type of Organization

_____ Sole Proprietorship _____ Partnership

_____ Joint Venture X Corporation

State of Incorporation: Delaware

Federal I.D. is 20-5007200

This document must be completed and returned with your Submittal.

SECTION VII - REQUIRED FORMS AND CERTIFICATIONS

ATTACHMENT 6

VENDOR REGISTRATION HERNANDO COUNTY, FL

To be completed by vendor:
Vendor type:
( ) Corporation
( ) Partnership
( ) Sole Proprietorship
(✓) Other Limited Liability Company (Explain)

Federal Employer Identification Number or Social Security Number: 20-5007200

Please attach your completed W-9 Form

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

Firm Name: Vortex Services, LLC.

Mailing Address: 5910 Hartford Street

City Tampa State FL Zip 33619

Telephone No. (813) 626-0700 Fax No. _____

Web Address: vortexcompanies.com EMail: ccorrigan@vortexcompanies.com

Commodity or Service Supply: Trenchless Pipe Rehabilitation

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

Firm Name: _____

Mailing Address: _____

City _____ State _____ Zip _____

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

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

Signature: _____

Name & Title Printed: Wesley Kingery - EVP

This document must be completed and returned with your Submittal.

SECTION VII - REQUIRED FORMS AND CERTIFICATIONS

ATTACHMENT 7

LOCAL VENDOR AFFIDAVIT OF ELIGIBILITY

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

1. This sworn statement is submitted to

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

by Wesley Kingery - EVP
[Print individual's name and title]

for Vortex Services, LLC.
[Print name of Company/Individual submitting sworn statement]

Whose business address is 5910 Hartford Street Tampa, FL 33619

(If applicable) its Federal Employer Identification Number (FEIN) is 20-5007200

(If the entity has no FEIN, include the Social Security Number of the individual signing this Sworn statement) :

2. **LOCAL PREFERENCE ELIGIBILITY**

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

B. **Proof of Real Property Tax Submitted with Affidavit: YES ✓ NO _____**

C. **Copy of Florida Division of Corporations Annual Report Submitted with Affidavit: YES ✓ NO _____**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE HERNANDO COUNTY PURCHASING AND CONTRACTS FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM SHALL BE SUBMITTED WITH EACH BID OR QUOTE SUBMITTED TO HERNANDO COUNTY.

[Signature]

5/19/2020
[Date]

South Carolina
STATE OF ~~FLORIDA~~
COUNTY OF Greenville

PERSONALLY APPEARED BEFORE ME, the undersigned authority Weskey Kingery who, after first being Sworn by me, affixed his signature in the space provided above on this 19th Day of May, 20 20.

Catherine Cox
NOTARY PUBLIC

My commission expires: 4/24/2029

Personally Known x or Produced Identification _____
Type of Identification Produced _____

SECTION VII - REQUIRED FORMS AND CERTIFICATIONS

ATTACHMENT 8

E-VERIFY CERTIFICATION

Bid/Contract No: 20-T00085/CH

Financial Project No(s): _____

Project Description: Slip Lining for gravity sewer lines.

Vendor/Contractor acknowledges and agrees to the following:

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

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

Company/Firm: Vortex Services, LLC.

Authorized Signature: _____

Print Name: Wesley Kingery

Title: EVP

Date: 5/19/2020

This document must be completed and returned with your Submittal.

SECTION VII - REQUIRED FORMS AND CERTIFICATIONS

ATTACHMENT 9

REFERENCES

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

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

FIRM NAME AND ADDRESS	Vortex Services, LLC. - 5910 Hartford Street Tampa, FL 33619
CONTACT PERSON	Richard Kirby - Hernando County
EMAIL ADDRESS	rkirby@hernandocounty.us
TELEPHONE NUMBER	(352) 754-4769
FAX NUMBER	N/A
CONTRACT NUMBER	17-T00035/DK
CONTRACT DATE(S)	2017-2019

FIRM NAME AND ADDRESS	Vortex Services, LLC. - 5910 Hartford Street Tampa, FL 33619
CONTACT PERSON	Brad Surrency - Pasco County
EMAIL ADDRESS	bsurrency@pascocountyfl.net
TELEPHONE NUMBER	(727) 992-7873
FAX NUMBER	N/A
CONTRACT NUMBER	IFB-EC-16-085
CONTRACT DATE(S)	5/2016-6/2019

FIRM NAME AND ADDRESS	Vortex Services, LLC. - 5910 Hartford Street Tampa, FL 33619
CONTACT PERSON	Eric Etters - City of Tallahassee
EMAIL ADDRESS	eric.etters@talgov.com
TELEPHONE NUMBER	(850) 891-6119
FAX NUMBER	N/A
CONTRACT NUMBER	0033-16-RWT-BC
CONTRACT DATE(S)	8/2016-5/2019

Vortex Services, LLC.

Company Name

Authorized Signature

This document must be completed and returned with your Submittal.

SECTION VII REQUIRED FORMS AND CERTIFICATIONS

ATTACHMENT 10

HERNANDO COUNTY EMPLOYMENT DISCLOSURE CERTIFICATION STATEMENT

5/19/2020
(date)

Hernando County Purchasing and Contracts
20 N. MAIN STREET, ROOM 266
Brooksville, FL 34601

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

Is any Officer, Partner, Director, Proprietor, Associate or Member of the Business Entity a former employee of Hernando County within the last two (2) years? No ☑ Yes ☐

Is any Officer, Partner, Director, Proprietor, Associate or Member of the Business Entity a Relative or Member of the Household of a current Hernando County Employee that had or will have any involvement with this Procurement or Contract Authorization? No ☑ Yes ☐

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

Bidder:

wkingery@vortexcompanies.com	5910 Hartford Street Tampa, FL 33619
(Email address)	(Address)
(Signature required)	(813) 626-0700
	(Phone)
Wesley Kingery	(833) 247-7943
(Print name)	(Fax)
EVP	F20-5007200
(Print title)	(Federal Taxpayer ID Number)

This document must be completed and returned with your Submittal.

N/A

SECTION VII - REQUIRED FORMS AND CERTIFICATIONS

ATTACHMENT 10 (continued)

Relatives and Former Hernando County Employees – Roles and Signatures

Part A: Employees that left Hernando County in the last two years.			
Employee Name/Signature	Job Performed for Hernando County	Current Role with Business Entity	Date Left Hernando County
Name:_____ Sign: _____ • Involved with this Procurement on behalf of Hernando County? ☐ No ☐ Yes • Involved with Proposal development for this Procurement? ☐ No ☐ Yes			
Name:_____ Sign: _____ • Involved with this Procurement on behalf of Hernando County? ☐ No ☐ Yes • Involved with Proposal development for this Procurement? ☐ No ☐ Yes			
Name:_____ Sign: _____ • Involved with this Procurement on behalf of Hernando County? ☐ No ☐ Yes • Involved with Proposal development for this Procurement? ☐ No ☐ Yes			

Part B: Identify Officers, Partners, Directors, Proprietors, Associates or Members of the Business Entity that are Relatives or Members of the Household of Hernando County employees currently working for Hernando County, if Hernando County employee had or will have any involvement with this Procurement of Contract.

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

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

This document must be completed and returned with your Submittal.

SECTION VII REQUIRED FORMS AND CERTIFICATIONS

SECTION VII

ATTACHMENT 11

TRENCH SAFETY ACT COMPLIANCE FORM

1. The Bidder acknowledges the existence of the Florida Trench Safety Act at §553.60 through 553.64, Florida Statutes (Current Edition) (hereinafter called the "Act") and the requirements established herein.

2. The Bidder further acknowledges that the Act established the Federal excavation safety standards set forth at 29 CFR Part 1926, Subpart P as the Interim State standard applicable to this project.

3. The Bidder will comply with all applicable trench safety standards, during all phases of the work, if awarded the Contract, and will ensure that all Sub-Contractors will also comply with the Act.

4. The Bidder will consider the geotechnical information available from the County, from its own sources and all other relevant information in its design of the trench safety system it will employ on the subject project. The bidder acknowledges that the County is not obligated to provide such information, that Bidder is not to rely solely on such information if provided, and that Bidder is solely responsible for the selection of the data on which he relies in designing said safety system, as well as for the system itself.

5. The Bidder acknowledges that included in the Total Price in the Bid Form are costs for complying with the Florida Trench Safety Act, which is in effect as of October 1, 1990. The undersigned further identifies the costs to be $ 1.00 per lineal foot.

6. The amount in Item 5 herein includes the Trench Safety Compliance Methods and the units of each safety measure. The unit costs and the unit prices are shown solely for the purpose of compliance with the procedural requirements of the Act.

Trench Safety Compliance Method	Unit (LF, SY)	Quantity	Unit Cost	Extended Cost
A. Trench Box	LS	1	$ 1.00	$ 1.00
B.			$	$
C.			$	$
D.			$	$
			TOTAL:	

Use additional blank sheets to further itemize if more room is required.

7. Acceptance of the Bid to which this certification and disclosure applies in no way represents that the County or its representatives have evaluated or determined that the above costs are adequate to comply with the applicable trench safety requirements, nor does it in anyway relieve the undersigned of his sole responsibility for complying all applicable safety requirements.

Company: Vortex Services, LLC.

By: _____ 5/19/20
Authorized Signature Date

This document must be completed and returned with your Submittal.

SECTION VII REQUIRED FORMS AND CERTIFICATIONS

ATTACHMENT 12

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES

Respondent Vendor Name: Vortex Services, LLC.

Vendor/Contractor FEIN: F20-5007200

Vendor/Contractor's Authorized Representative Name and Title:
Wesley Kingery - EVP

Address: 5910 Hartford Street

City: Tampa State: FL Zip: 33619

Phone Number: (813) 626-0700

Email Address:
wkingery@vortexcompanies.com

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

As the person authorized to 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 (Current Edition), Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs and does not have business operations in Cuba or Syria.

Certified by: _____

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

Print Name and Title:
Wesley Kingery - EVP

Date: 5/19/2020

This document must be completed and returned with your Submittal.

SECTION VII - REQUIRED FORMS AND CERTIFICATIONS

ATTACHMENT 13

ADDENDUM ACKNOWLEDGEMENT

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

Addendum No. 1 Dated 4/22/2020

Addendum No. 2 Dated 5/15/2020

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

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

Vortex Services, LLC.
Company Name

Authorized Signature

VENDOR SURVEY

Please provide information on where you received the knowledge of the Bid/Request for Proposals (mark all that apply):

☑ **BIDNET DIRECT**

☐ **NEWSPAPER**

☐ **PURCHASING AND CONTRACTS ADVERTISEMENT BOARD**

☐ **REFERRED BY:** _____

☐ **OTHER (PLEASE SPECIFY):** _____

This document must be completed and returned with your Submittal.

ADDENDUM NO. ONE (1)

TO
THE CONTRACT DOCUMENTS
FOR THE

SLIP LINING FOR GRAVITY SEWER LINES
IN
HERNANDO COUNTY, FLORIDA

SOLICITATION NO. 20-T00085/CH

BID DATE: MAY 20, 2020

NOTICE

BIDDERS ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY SIGNATURE AT THE BOTTOM OF THIS ADDENDUM IN THE SPACES PROVIDED AND RETURNED AT THE TIME OF THE BID DATE.

TO ALL PLAN HOLDERS:

The following changes, additions and/or deletions are hereby made a part of the Contract Documents for the **SLIP LINING FOR GRAVITY SEWER LINES** located in Hernando County, as fully and completely as if the same were fully set forth therein:

A. QUESTIONS

1. QUESTION: In "Part 3 Lateral to Main" – are these items for CIPP Lateral Lining?

   ANSWER: Yes.

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY

Acknowledged

James S. Wunderle
Purchasing and Contracts Manager
Chief Procurement Officer, Hernando County

Issued: April 22, 2020

ANSWER: The county does jet vac and camera the lines before you slip line getting out most. of the debris. But it could be weeks before. So, we do require the contractor to clean and camera the lines again in order to guarantee a proper installation. Also, in the bid is mechanical cleaning to cover you in case of a more thorough cleaning.

22. QUESTION: In Part 3 – Lateral to Main – Bid Items 34, 35, 36, and 37, can the unit price be changed to EACH?

    ANSWER: It is priced per foot now. Typically, a vendor is not called out to just do a service lateral. If that were the case, a mobilization fee and price per foot would be charged based on part 3.

Acknowledged

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY

James S. Wunderle 5/15/2020
Purchasing and Contracts Manager
Chief Procurement Officer, Hernando County

Issued: May 15, 2020

CERTIFICATION

(Vortex Services, LLC f/k/a VacVision Environmental)

Date: October 10, 2019

TO WHOM IT MAY CONCERN:

I, the undersigned Secretary and General Counsel of Vortex Companies, LLC, a Delaware limited liability company, hereby certify as follows:

- That Vortex Services, LLC (formerly known as VacVision Environmental) is a wholly-owned subsidiary of Vortex Infrastructure Services, LLC, which is a wholly-owned subsidiary of Vortex Companies, LLC;

- That the following individuals are officers of **Vortex Companies, LLC and Vortex Services, LLC,** and are authorized signatories for Vortex Services, LLC, a Delaware limited liability company (the "**Company**"):

Michael Vellano	Chief Executive Officer
Nicholas Banchetti	Chief Operating Officer
Wesley Kingery	Executive Vice President – Services
Brent Keller	Vice President, Projects
Matthew Samford	Chief Financial Officer
Mikah Williams	Area Manager
Ben Roese	Vice President / General Manager (Southeast Region)
B.J. Kersteins	Vice President, Operations (Southeast Region)

- That each of the foregoing officers is authorized to execute bid packages, contracts, subcontracts, purchase orders, change orders and all other contract documents on behalf of the Company and fully bind the Company.

This Certification may be relied upon by third parties to confirm the authority of officers to act on behalf of the Company.

VORTEX SERVICES, LLC (F/K/A VACVISION ENVIRONMENTAL)

By: Vortex Infrastructure Services, LLC, its sole member

By: Vortex Companies, LLC, its sole member

By: _____

Quin Breland, Secretary and General Counsel

Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

KINGERY, WESLEY A

VORTEX INFRASTRUCTURE SERVICES, LLC
10200 EAST US HWY 92
TAMPA FL 33610

LICENSE NUMBER: CUC1224939

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

2019 - 2020 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT

EXPIRES SEPTEMBER 30, 2020

ACCOUNT NO.
175723
RENEWAL

OCC. CODE

280.062000 PUBLIC SERVICE - MULTIPLE SERVICES

3 Employees

Receipt Fee	22.00
Hazardous Waste Surcharge	40.00
Law Library Fee	0.00

BUSINESS VORTEX SERVICES LLC
10200 US HWY 92 E
TAMPA, FL 33610

2019 - 2020

NAME VORTEX SERVICES LLC
MAILING ADDRESS 10200 US HWY 92 E
TAMPA, FL 33610

Paid 19-0-020228
10/21/2019 3.00

BUSINESS TAX RECEIPT

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

DOUG BELDEN, TAX COLLECTOR
813-635-5200
THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

Sunbiz.org Division of Corporations an official State of Florida website

Detail by Entity Name

Foreign Limited Liability Company
VORTEX INFRASTRUCTURE SERVICES, LLC

Cross Reference Name

VORTEX SERVICES, LLC

Filing Information

Document Number	M19000001767
FEI/EIN Number	20-5007200
Date Filed	02/19/2019
State	DE
Status	ACTIVE

Principal Address

18150 IMPERIAL VALLEY DR
HOUSTON, TX 77060

Mailing Address

18150 IMPERIAL VALLEY DR
HOUSTON, TX 77060

Registered Agent Name & Address

COGENCY GLOBAL INC.
115 N CALHOUN ST, SUITE 4
TALLAHASSEE, FL 32301

Authorized Person(s) Detail

Name & Address

Title CEO

VELLANO, MICHAEL
18150 IMPERIAL VALLEY DR
HOUSTON, TX 77060

Title CFO

SAMFORD, MATTHEW
18150 IMPERIAL VALLEY DR
HOUSTON, TX 77060

Title EVP

KINGERY, WESLEY
18150 IMPERIAL VALLEY DR
HOUSTON, TX 77060

Title COO

BANCHETTI, NICK
18150 IMPERIAL VALLEY DR
HOUSTON, TX 77060

Annual Reports

No Annual Reports Filed

Document Images

02/19/2019 – Foreign Limited | View image in PDF format