

SOLICITATION - OFFER - AWARD

SOLICITATION NO: 23-TS00287/SF	SOLICITATION TITLE: MAJOR REPAIRS TO CENTRIFUGE MACHINE# 1 – SINGLE/SOLE SOURCE PURCHASE	DATE ISSUED: May 10, 2023	CONTRACT NO: 23-TS00287/SF
ISSUED BY: BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA John Allocco, Chair Elizabeth Narverud, Vice Chair Steve Champion, Second Vice Chair Jerry Campbell Brian Hawkins		SUBMIT BID OFFER TO: HERNANDO COUNTY PROCUREMENT DEPARTMENT 15470 FLIGHT PATH DRIVE BROOKSVILLE, FL 34604-6823 Toni Brady Chief Procurement Officer	

SOLICITATION

SEALED OFFERS, FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT DESCRIBED HEREIN WILL BE RECEIVED AT THE OFFICE OF PURCHASING AND CONTRACTS DEPARTMENT, VIA HERNANDO COUNTY'S EPROCUREMENT PORTAL AT: http://secure.procurenow.com/portal/hernandocounty ,					
ITEM NO.	DESCRIPTION OF SERVICE/SUPPLIES/EQUIPMENT	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	Centrifuge Repair Pricing – Major	1	EA	\$ 58,000.00	
2	Backdrive Repair – Major	1	EA	\$ 25,000.00	<u>\$ 90,000.00</u>
3	Shipping Estimate <small>(SEE ATTACHED SPECIFICATIONS)</small>	1	EA	\$ 7,000.00	

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 ONE HUNDRED TWENTY (120) DAYS FROM THE BID OPENING DATE, TO FURNISH TO HERNANDO COUNTY ANY AND ALL ITEMS FOR WHICH PRICES ARE OFFERED IN THIS BID SOLICITATION AT THE PRICE(S) SO OFFERED, DELIVERED AT DESIGNATED POINT(S), WITHIN THE TIME PERIOD SPECIFIED, AND AT THE TERMS AND CONDITIONS SO STIPULATED IN THE SOLICITATION FOR BIDS.			
DISCOUNT FOR PROMPT PAYMENT: ____% 10 CALENDAR DAYS ____% 20 CALENDAR DAYS ____% ____ CALENDAR DAYS			
BIDDER'S INFORMATION CENTRISYS CNP CORPORATION <small>Company Name</small> 9586 58TH PLACE <small>Address</small> KENOSHA, WI 53144-7805 <small>City State ZIP Code</small> (877) 339-5496 (262) 764-8705 info@centrisys.com <small>Phone Number Fax Number Email Address</small>		NAME AND TITLE OF PERSON AUTHORIZED TO SIGN BID OFFER: Madhavi Batchu Chief Operating Officer BIDDER'S SIGNATURE <i>Madhavi Batchu</i> OFFER DATE 07/31/23	

AWARD

(TO BE COMPLETED BY COUNTY)

REVIEWED FOR LEGAL SUFFICIENCY: 04/25/2023	LR NO.: 2023-238-1	BY: Victoria Anderson
ACCEPTED AS TO ITEM(S) NO:	AMOUNT:	ACCOUNTING CODE:
SUBMIT INVOICES TO: HERNANDO COUNTY UTILITIES DEPARTMENT 15400 WISCON RD. BROOKSVILLE, FL 34601-8807	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ACCEPTANCE AND AWARD FOR THE COUNTY: John Allocco, Chair, BOCC of Hernando County, Florida	
	SIGNATURE:	AWARD DATE:

INVITATION TO BID

23-TS00287/SF

MAJOR REPAIRS TO CENTRIFUGE MACHINE # 1 - SINGLE/SOLE
SOURCE PURCHASE

County of Hernando
15470 Flight Path Drive
Brooksville, FL 34604



RELEASE DATE: May 10, 2023

DEADLINE FOR QUESTIONS: undefined

RESPONSE DEADLINE: May 22, 2023, 5:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/hernandocounty>

County of Hernando
INVITATION TO BID

Major Repairs to Centrifuge Machine # 1 - Single/Sole Source Purchase

I. INTRODUCTION

II. AWARD

III. DEFINITIONS

IV. GENERAL CONDITIONS

V. INSURANCE REQUIREMENTS

VI. SPECIAL CONDITIONS.....

VII. SCOPE OF WORK.....

VIII. PRICING PROPOSAL

IX. CONFLICT BETWEEN DOCUMENTS

Attachments:

—

Exhibit A Centrisys Warranty

Exhibit B Centrisys Equipment Lease Agreement

Exhibit C Centrisys CNP Centrifuge Repair

1. INTRODUCTION

1.1. Summary

The Vendor/Contractor will supply all materials, labor, software and equipment in order to accomplish the repair for a CS2 I-4HC 2 phase rotating assemblies and 2071D/F rotodiff (Opp 11390) including:

A. CENTRIFUGE REPAIR PRICING - MAJOR

1. Dismantle, clean and inspect
2. Provide report with digital pictures
3. Replace bearings and seals
4. Replace worn/missing tiles (up to 40 tiles)
5. Replace broken nozzles
6. Repair flights
7. Repair feed chamber wear
8. Hi-speed balance bowl
9. Hi-speed balance scroll
10. Reassemble

B. BACKDRIVE REPAIR - MAJOR

1. Dismantle, clean and inspect
2. Replace bearings and seals
3. Replace transfer seal
4. Replace cam
5. Replace rotor
6. Reassemble
7. Test

C. SHIPPING

1.2. [Loading, shipping, unloading rotating assembly and rotodiff to and from site](#) [Timeline](#)

Release Project Date	May 10, 2023
-----------------------------	--------------

Invitation to Bid #23-TS00287/SF

Title: Major Repairs to Centrifuge Machine # 1 - Single/Sole Source Purchase

Proposal Submission Deadline	May 22, 2023, 5:00pm
-------------------------------------	----------------------

2. AWARD

UPON AWARD, PLEASE SUBMIT INVOICES TO:

Hernando County

Utilities Department, 15400 Wiscon Rd., Brooksville, FL 34601-8807

3. DEFINITIONS

3.1. DEFINITION OF TERMS

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

- A. **BIDDER:** The term “Bidder” used herein refers to the dealer/manufacturer or business organization submitting a Bid to the County in response to this solicitation.
- B. **CONTRACT:** The Agreement executed by the 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.
- C. **COUNTY:** Hernando County Board of County Commissioners, its officers, employees, agents, and volunteers.
- D. **MODIFICATION/AMENDMENT/CHANGE ORDER:** Shall mean the written order to the Vendor/Contractor signed by the Vendor/Contractor and County authorizing an addition, deletion, or revision in the goods, services and/or work to be provided under the Contract Documents or an adjustment in the Contract Price issued after Contract Award.
- E. **OWNER:** Hernando County Board of County Commissioners (County).
- F. **VENDOR/CONTRACTOR:** The Bidder awarded a contract by the County for the furnishing of goods or services.

4. GENERAL CONDITIONS

4.1. CONTRACT PERIOD:

- A. The Contract resulting from this solicitation shall be a term contract for the time period specified herein. During the specified time period, the County may order services/supplies as the requirements generate and the Vendor/Contractor will deliver the services/supplies ordered. It is understood that the County is not obligated to purchase any specific amount of services/supplies under this agreement.
- B. The period of the Contract shall extend for upon completion of repairs effective from May 24, 2023.
- C. **Renewal Option (Unilateral):** At the sole option of the County, through the Board of County Commissioners or Chief Procurement Officer or Designee, this Contract may be unilaterally renewed, for 6 (six) additional month periods at the same prices, terms, and conditions. The County alone will determine whether or not this renewal option will be exercised based on its convenience and its best interest. The County will notify the Vendor/Contractor, in writing, no later than thirty (30) days prior to expiration of its decision to exercise this Contract renewal option and/or options. Any request by the Vendor/Contractor for consideration of a price adjustment must be submitted in writing to the County at the time of County notice of its decision to exercise Contract renewal (this provision), and the Vendor/Contractor must provide written evidence based on increased costs to the Vendor/Contractor. Documentation of these increases must be furnished to the County upon request. Any price adjustment (increase or decrease) approved by the County shall impose upon the Vendor/Contractor the requirement to advise and extend to the County price reductions when costs similarly decrease.
- D. Either party may cancel this Contract, in whole or in part, by giving ninety (90) days prior notice in writing. However, the Vendor/Contractor shall not be authorized to exercise this cancellation option during the first one-hundred eighty (180) days of the Contract. The number of days within which, or the dates by which, the work is to be substantially completed and ready for final payment are set forth in the agreement.

4.2. BID PRICE/SUBMITTAL REQUIREMENTS:

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

supplies, services, or equipment and is in all respects fair and without collusion or fraud.

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

- D. The Bidder warrants that the prices of the items set forth herein do not exceed those charged by the Bidder under a contract with the State of Florida or any of its agencies.
- E. **Bidder must submit the solicitation document in its entirety, including the Solicitation-Offer-Award cover sheet, Bid Specifications, Bid Form, and all required forms/certifications. Failure to submit these forms may render its bid as non-responsive.**

4.3. HOURS:

Work may be performed between the hours of 8:00 AM to 4:30 PM, Monday through Friday, except County holidays. The County may, on certain occasions, approve work outside of these times. Such exception(s) must be approved in writing by the County at least one (1) day in advance. Services will not be permitted when operations would cause a traffic or safety hazard.

4.4. 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.

4.5. DELIVERY AND ACCEPTANCE:

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

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

4.6. 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.

4.7. NON-PERFORMANCE:

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

4.8. 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.

4.9. 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 provide a response to the section titled VENDOR QUESTIONNAIRE, Sworn Statement to Public Entity Crimes included in these bid documents.

4.10. LICENSES AND PERMITS:

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

4.11. 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.

4.12. MODIFICATIONS/AMENDMENTS AND CHANGE ORDERS:

Without invalidating the contract, the County may, at any time or from time to time, through its Chief Procurement Officer or designee, order additions, deletions, or revisions in the work, the same being authorized by change order or contract modification/amendment. The cumulative total of change orders and/or modifications/amendments to this contract under \$35,000.00 (cap) will be approved by the Chief Procurement Officer 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 Vendor/Contractor and County (subject to approval by the Chief Procurement Officer and/or Board of County Commissioners – as applicable) shall the Vendor/Contractor be authorized to proceed with the work involved. All such work shall be executed under the applicable terms and conditions contained in the contract documents. In addition:

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

4.13. TAXES:

- A. The Board of County Commissioners, Hernando County, Florida, has the following Tax Exemption Certificates assigned:
 1. **Florida Sales and Use Tax Exemption Certificate No. 85-8012556945C-8, effective 1/31/2019 – expiring on 1/31/2024.**
- B. This exemption does not apply to purchases of tangible personal property made by Vendor/Contractor(s) who use the tangible personal property in the performance of contracts for improvements of County owned real property (Chapters 192 and 212, F.S. (Current Edition) and applicable rules of the Department of Revenue).

4.14. MANUFACTURERS' NAME AND APPROVED EQUIVALENTS:

Manufacturers' names, trade names, brand names, information and/or catalog number listed in a specification are for informational purposes only and are not intended to limit competition. Said listing is for the purpose of item identification and to establish standards for quality, style and features. Bids on equivalent items will be considered unless items are noted as no substitutes. The Bidder may offer any brand for which they are an authorized representative, which meets or exceeds the specifications for any item(s). If bids are based on equivalent products, indicate on the Bid Form the manufacturers' name and catalog number. Bidder shall submit with their bid, cuts, sketches, and descriptive literature and/or specifications. The Bidder should also explain in detail the reasons(s) why and submit proof that the

proposed equivalent will meet the specifications and not be considered an exception thereto. Hernando County Board of County Commissioners reserves the sole right to be the sole judge of what is equal and acceptable. Bids which do not comply with these requirements may be found non-responsive and subject to rejection. If Bidder fails to name a substitute, it will be assumed that they are bidding on and will be required to furnish goods identical to the bid standard as specified.

4.15. 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.

4.16. TERMINATION:

A. Termination for Default:

1. The County may, by written notice to the Vendor/Contractor, terminate this contract for default in whole or in part (delivery orders, if applicable) if the Vendor/Contractor fails to:
 - a. Provide products or services that comply with the specifications herein or fails to meet the County's performance standards.
 - b. Deliver the supplies or to perform the services within the time specified in this contract or any extension.
 - c. Make progress so as to endanger performance of this contract.
 - d. Perform any of the other provisions of this contract.
2. Prior to termination for default, the County will provide adequate written notice to the Vendor/Contractor through the Chief Procurement Officer, Purchasing and Contracts Department, affording them the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice.
3. The Counties remedies in case of default, include, but are not limited to the following:
 - a. The County may procure the services from other sources and immediately cancel the contract.

- b. The Vendor/Contractor and its sureties (if any) will be liable for cost associated with re-procurement of services hereunder, resulting from the Vendor/Contractor's default of the contract, in an amount not to exceed 20% of the total invoiced value.
 - c. Further, in the event of a default by Professional, the County may also request the following: 1) Professional to provide loaner equipment during any delay, or 2) an adjustment to any existing supplement rental equipment fee agreement.
 - d. Vendor further agrees that they will not be entitled to receive further payment hereunder until the project is complete, including any rental equipment replacement fees.
 - e. Further, the County will be entitled to deduct that specific monetary amount owed to the County from the balance due to Vendor/Contractor, if any.
 4. In addition, failure to adequately cure the deficiency shall result in termination action and possible debarment. Such termination may also result in suspension or debarment of the Vendor/Contractor for a period of twelve (12) to twenty-four (24) months depending upon the severity of the Vendor/Contractor's action that caused the default in accordance with the County's Procurement Ordinance.
 5. These remedies shall be in addition to any other remedies that the County may have available through the law or under this agreement.
 6. In the event of termination by the County for any cause, the Vendor/Contractor, in no event, have any claim against the County for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the County the Vendor/Contractor shall:
 - a. Stop work on the date and to the extent specified.
 - b. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
 - c. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the County.
 - d. Continue and complete all parts of that work that have not been terminated.
- B. Termination for Convenience: The County, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the County shall be liable only for goods or services delivered and accepted. The County Notice of Termination may provide the Vendor/Contractor ninety (90) days prior notice before it becomes effective. A termination for convenience may apply to individual delivery orders, purchase orders or to the contract in its entirety.

4.17. FISCAL NON-FUNDING

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

4.18. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

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

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

4.19. 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.

4.20. 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, Vendor/Contractor shall comply with the Florida Public Records' laws and shall:

- A. Keep and maintain records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S. (Current Edition), or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirement are not disclosed except as authorized by law; and,

- D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Vendor/Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
- E. Failure to comply with this section shall be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes (Current Edition).

IF THE VENDOR/CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (CURRENT EDITION), TO THE VENDOR/CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-754-4020, PURCHASING@HERNANDOCOUNTY.US, WITH AN OFFICE LOCATED AT 15470 FLIGHT PATH DRIVE, BROOKSVILLE, FL 34604.

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

4.21. PAYMENT:

- A. Payment for services/products received will be accomplished by submission of an invoice, in duplicate, with purchase order number referenced thereon at the completion of each specified job. Said invoice(s) shall be submitted to: Utilities Department, 15400 Wiscon Rd., Brooksville, FL 34601-8807
- B. Each invoice shall give a detailed breakdown of the services provided.
- C. The Vendor/Contractor may invoice the County after each work order is complete. Invoice shall reference and be based upon the quantity report received after project completion.
- D. Payment will be made in no less than forty-five (45) days, per Florida Statute 218.74 (Current Edition). Terms not within Hernando County's payment period are not acceptable and may be cause for rejection.
- E. Payment to Vendor/Contractor by Electronic Payment Solution: ACH (Direct Deposit): If the Vendor/Contractor is enrolled in the County's ACH electronic payment solution, all payments will be made using the direct deposit which may or may not include a pre-note transaction. The Vendor/Contractor's bank account information will remain confidential to the extent provided by law and necessary to make direct deposit payments. Once the County has approved payment, an electronic remittance advice will be sent to the Vendor/Contractor via e-mail.

4.22. CONFLICT OF INTEREST:

- A. Conflict of Interest of Officers or Employees of the Contracting Entity/Local Jurisdiction, Members of the Local Governing Body, or Other Elected Officials: No member or employee of the contracting entity/local jurisdiction or its designees or agents; no member of the governing body; and no other public official of Hernando County who exercises any function or responsibility with respect to this contract, during their tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Vendor/Contractor shall cause to be incorporated in all subcontracts, the language set forth in this paragraph prohibiting conflict of interest.
- B. Employee Conflict of Interest: It shall be unethical for any Hernando County employee to participate directly or indirectly in a procurement contract when Hernando County employee knows that:
1. Hernando County employee or any member of Hernando County employee's immediate family has a financial interest in the procurement contract; or
 2. Any other person, business, or organization with whom Hernando County employee or any member of a Hernando County employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement contract; or
 3. A Hernando County employee or any member of a Hernando County employee's immediate family who holds a financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest.
- C. Former Employee Conflict of Interest: It shall be a violation for any person, business or organization contracting with County to employ in any capacity, any former County employee or member of County employee's immediate family within one (1) year of that employee's separation from employment with the County, unless the employer or the former County employee files with the County Clerk, the County's Employment Disclosure Statement. The penalty for this violation may include disqualification of the bid submission.

4.23. GRATUITIES AND KICKBACKS:

- A. Gratuities: It shall be unethical for any person to offer, give, or agree to give any Hernando County employee or former Hernando County employee, or for any Hernando County employee or former Hernando County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, or to influence the content of any specification or procurement standard, or to act in an render advisory, investigative or auditing capacity. The County in any proceeding or

application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or sub-contract, or to any solicitation or proposal, therefore.

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

4.24. E-VERIFY:

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

- E. Vendor/Contractor is required to incorporate the following IMAGE best practices into its business and, when practicable, incorporate verification requirements into its agreements with subcontractors:
1. Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.
 2. Use the Social Security Number verification service and make good faith effort to correct and verify the names and Social Security Numbers of the current workforce.
 3. Establish a written hiring and employment eligibility verification policy.
 4. Establish an internal compliance and training program related to the hiring and employment verification process, to include, but not limited to, completion of Form I-9, how to detect fraudulent use of documents in the verification process, and how to use E-Verify and the Social Security Number Verification Service.
 5. Require the Form I-9 and E-Verify process to be conducted only by individuals who received appropriate training and include secondary review as of each employee's verification to minimize the potential for a single individual to subvert the process.
 6. Arrange for annual Form I-9 audits by an external auditing firm or a trained employee not otherwise involved in the Form I-9 process.
 7. Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process.
 8. Establish a program to assess subcontractors' compliance with employment eligibility verification requirements. Encourage Vendor/Contractors to incorporate the IMAGE best practices contained in this article and, when practicable, incorporate the verification requirements in subcontractor agreements.
 9. Establish a protocol for responding to letters received from Federal and State government agencies indicating that there is a discrepancy between the agency's information and the information provided by the employer or employee; for example, "no match" letters received from the Social Security Administration.
 10. Establish a tip line mechanism (inbox, e-mail, etc.) for employees to report activity relating to the employment of unauthorized workers, and a protocol for responding to employee tips.
 11. Establish and maintain appropriate policies, practices, and safeguards against use of the verification process for unlawful discrimination, and to ensure that U.S. citizens and authorized workers do not face discrimination with respect to hiring, firing, recruitment or referral for a fee because of citizenship status or national origin.

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

4.25. 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.

4.26. MINIMUM WAGE RATES:

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

4.27. SAFETY PRECAUTIONS:

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

4.28. CLAIMS

- A. Chief Procurement Officer's Decision Required: All claims, except those waived, shall be referred to the Chief Procurement Officer for decision.
- B. Notice: Written notice stating the general nature of each claim shall be delivered by the claimant to the Chief Procurement Officer and the other party to the contract promptly but in no event later than thirty (30) days after the start of the event giving rise thereto. The responsibility to substantiate a claim shall rest with the party making the claim. Notice of the amount or extent of the claim, with supporting data, shall be delivered to the Chief Procurement Officer and the other party to the contract within sixty (60) days after the start of such event (unless the Chief Procurement Officer allows additional time for claimant to submit additional or more accurate data in support of such claim). A claim for an adjustment in contract price shall be prepared in accordance with the provisions of Section titled "PRICE ADJUSTMENT". Each claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to the Chief Procurement Officer and the claimant within thirty (30) days after receipt of the claimant's last submittal (unless the Chief Procurement Officer allows additional time).
- C. Chief Procurement Officer's Action: Chief Procurement Officer will review each claim and, within thirty (30) days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one (1) of the following actions in writing:
 - 1. Deny the claim in whole or in part,
 - 2. Approve the claim, or
 - 3. Notify the parties that the Chief Procurement Officer is unable to resolve the claim if, in the Chief Procurement Officer's sole discretion, it would be inappropriate for the Chief Procurement Officer to do so. For purposes of further resolution of the claim, such notice shall be deemed a denial.
- D. In the event that Chief Procurement Officer does not take action on a claim within said thirty (30) days, the claim shall be deemed denied.
- E. Chief Procurement Officer's written action or denial will be final and binding upon Owner and Vendor/Contractor, unless Owner or Vendor/Contractor invoke the dispute resolution procedure set forth in Section titled "DISPUTE RESOLUTION" within thirty (30) days of such action or denial.

4.29. DISPUTE RESOLUTION:

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

5. INSURANCE REQUIREMENTS

5.1. INSURANCE REQUIREMENTS:

A. INDEMNITY, SAFETY AND INSURANCE PROVISIONS:

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

5.2. MINIMUM INSURANCE REQUIREMENTS:

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

5.3. WORKERS' COMPENSATION:

As required by law:

- A. State.....Statutory

- B. APPLICABLE FEDERAL.....Statutory
- C. EMPLOYER'S LIABILITY.....Minimum:
 - 1. \$100,000.00 each accident
 - 2. \$100,000.00 by employee
 - 3. \$500,000.00 policy limit
- D. Exemption per Florida Statute 440: If a Vendor/Contractor has less than three (3) employees and states that they are exempt per Florida Statute 440, they must provide an exemption certificate from the State of Florida. Otherwise, they will be required to purchase Workers' Compensation Insurance and provide a copy of Workers Compensation Insurance.
<https://www.myfloridacfo.com/Division/WC/Employer/Exemptions/>

5.4. GENERAL LIABILITY

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

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

5.5. AUTOMOBILE LIABILITY:

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

- A. COMBINED SINGLE LIMIT (CSL)..... \$1,000,000.00 or:
 - 1. BODILY INJURY (Per Person)..... \$1,000,000.00
 - 2. BODILY INJURY (Per Accident)..... \$1,000,000.00

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

5.6. 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.

5.7. WAIVER OF SUBROGATION:

Vendor/Contractor agrees by entering into this Contract to a Waiver of Subrogation for each required policy herein. When required by the insurer or should a policy condition not permit Vendor/Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor/Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Vendor/Contractor enter into such an agreement on a pre-loss basis.

5.8. SUBCONTRACTORS (if applicable):

All subcontractors hired by said Vendor/Contractor are required to provide Hernando County Board of County Commissioners a Certificate of Insurance with the same limits required by the County as required by the Contract. All subcontractors are required to name Hernando County Board of County Commissioners as additional insured and provide a Waiver of Subrogation in regards to General Liability.

5.9. RIGHT TO REVISE OR REJECT:

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

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

Vendor/Contractor agrees to provide County with a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and the Certificate of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available by Vendor/Contractor’s insurer. If the Vendor/Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein or receives noticed that coverage no longer complies with the insurance requirements herein, Vendor/Contractor agrees to notify the County by email within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder shall read:

Hernando County Board of County Commissioners

Attention: Human Resources/Risk Department

15470 Flight Path Drive

Brooksville, Florida 34604

- A. Companies issuing the insurance policy, or policies, shall have no recourse against the County for payment of premiums or assessments for any deductibles which all are the sole responsibility and risk of Vendor/Contractor.
- B. The term "County" or "Hernando County" shall include all authorities, boards, bureaus, commissions, divisions, departments, and offices of the County and individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of Hernando County.
- C. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- D. The Vendor/Contractor shall be required to provide a current Certificate of Insurance to the County prior to commencement of services.
- E. Bidders may, at the County's request, be required to provide proof that their firm meets the preceding insurance requirements, by submission of a Certificate of Insurance coverage(s), prior to award of the Contract.
- F. Failure of the Owner to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the Owner to identify a deficiency from evidence provided shall not be construed as a waiver of Vendor/Contractor's obligation to maintain such insurance.

6. SPECIAL CONDITIONS

6.1. LICENSES AND PERMITS:

- A. Prior to furnishing the requested product(s) or service(s), it shall be the responsibility of the awarded Vendor/Contractor to obtain, at no additional cost to the County, any and all licenses and permits required to complete this contractual service. These licenses and permits shall be readily available for review by the Chief Procurement Officer or his/her designee.
- B. Said licenses shall be in the awarded Vendor's/Contractor's name as it appears on the official Solicitation-Offer-Award Form. The awarded Vendor/Contractor shall supply appropriate license numbers, with expiration dates, as part of their contract award. Failure to hold and provide proof of a proper active license, certification and registration may be grounds for termination of the contract award.
- C. Upon notification, the awarded Vendor/Contractor shall provide copies of all applicable active and current licenses.

6.2. F.O.B. POINT:

The free-on-board (F.O.B.) point shall be installed at the location(s) specified herein. At the sole discretion of the County, contract awards showing other than F.O.B. Destination will not be accepted and are subject to rejection. The awarded Contract shall include all costs of packaging, transporting, delivery and unloading to the designated point within the County.

6.3. DELIVERY

Time is of the essence for the PURCHASE ORDER. Delivery is due within, but not to exceed ninety (90) calendar days from the date of the purchase order. This time frame includes, but is not limited to, time for Vendor/Contractor's completion of inspection, and final quote. Failure to deliver within the time stated shall be cause for cancellation of the contract with all applicable remedies available to the County under this agreement or State law. Bids submitted which fail to meet this requirement shall be cause for rejection.

Delivery beyond thirty (30) days from the due date, due to supply chain issues, shall be communicated to the Contract Manager for prior approval.

6.4. PERFORMANCE

- A. Timely performance is of the essence in the award of this Invitation for Bids. Performance shall be no later than forty (90) calendar days from the date of the purchase order. Bids which fail to meet this requirement shall be rejected.
- B. Failure of the awarded Vendor/Contractor to meet this performance requirement may result in default, immediate cancellation of the Major Repairs to Centrifuge Machine # 1 - Single/Sole Source Purchase order or contract, and all other applicable remedies available to the County under State law.

- C. It is hereby understood and mutually agreed to by and between parties hereto that the time of performance is an essential condition of this contract. The Vendor/Contractor will notify the Chief Procurement Officer of the reason for any delay, in writing, within five (5) calendar days from the beginning of such delay.

6.5. AS SPECIFIED:

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

6.6. CODES AND REGULATIONS:

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

6.7. INFORMATION AND DESCRIPTIVE LITERATURE:

The awarded Vendor/Contractor must furnish all information requested and in the space provided on the Solicitation-Offer-Award Form, if any. Furthermore, the awarded Vendor/Contractor must submit descriptive literature and/or detailed specifications for all repaired/replaced parts and equipment.

6.8. EQUIPMENT/SERVICE:

- A. The scope of these specifications is to insure the delivery of a complete unit ready for operation. Omission of any essential detail from these specifications does not relieve the awarded Vendor/Contractor from furnishing a complete unit.
- B. All repaired/replaced parts and equipment must be new or current manufacturer in production at the time of contract award and carry standard warranties. The awarded Vendor/Contractor must service all equipment prior to delivery.
- C. The awarded Vendor/Contractor must indicate the nearest available location for replacement parts, how long parts will be available on the market, and the number of days to receive parts after receipt of order. The space for this information is included on the Solicitation-Offer-Award Form.

6.9. ASSEMBLY AND/OR PLACEMENT:

All items must be completely assembled by the awarded Vendor/Contractor prior to delivery to the Hernando County Utilities Department. It will be the responsibility of the awarded Vendor/Contractor to supply the necessary labor and materials for the placement of all equipment as specified herein. Equipment is to be set-up, serviced, tested, and demonstrated at no charge to Hernando County.

6.10. WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this solicitation. Centrisys Warranty is attached as Exhibit "A". 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 awarded Vendor/Contractor shall be responsible for either repairing the equipment on site or transporting the equipment to their repair facility at no cost to the County, from date of delivery/acceptance by Hernando County. The special conditions of the solicitation may supersede the manufacturer's standard warranty. The

- A. If the County must return HHCU and MDCS equipment for repair or replacement under the warranty the Vendor/Contractor shall make every effort to secure a replacement loaner unit within forty-eight (48) hours of notification. The County shall return any loaner equipment within forty-eight (48) hours of warranty equipment return. Return freight for HHCU and MDCS equipment shall be the responsibility of the County. After repairs for replacement of HHCU and MDCS equipment the Vendor/Contractor shall pay the return freight to the County. In the event a loaner is not available, the parties will negotiate replacement equipment rental prices and terms and enter into a supplemental agreement. Reference herein to this Agreement shall include any supplemental agreement thereto.
- B. If the County must return Software for replacement under the warranty the Vendor/Contractor shall make every effort to secure a software replacement within twenty-four (24) hours of notification. The County shall return any defective software media within forty-eight (48) hours of notice to Vendor/Contractor. Return freight for software media shall be the responsibility of the County. On replacement the Vendor/Contractor shall pay the return freight to the County.
- C. All warranty provisions of the Uniform Commercial Code shall additionally apply.

6.11. PALLETIZE

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

6.12. DEBRIS

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

6.13. PROTECTION OF PROPERTY/SECURITY:

- A. The awarded 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 awarded Vendor/Contractor shall provide for removal of all debris from County property.
- B. The awarded 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 awarded Vendor/Contractor or their agent.

- C. The awarded Vendor/Contractor will not hold Hernando County responsible and releases Hernando County from any liability costs and expenses in connection with, resulting from or arising out of damage, loss, or theft of any machinery, equipment, tools, supplies and/or materials owned by the awarded Vendor/Contractor and stored on County property.

6.14. PROTECTION OF PROPERTY/SECURITY:

- A. The awarded 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 awarded Vendor/Contractor shall provide for removal of all debris from County property.
- B. The awarded 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 awarded Vendor/Contractor or their agent.

6.15. PRICING

The County requires a firm fixed price for the entire contract period. Invoices will be reviewed to confirm compliance with preliminary pricing estimate. With the exception of shipping costs, failure to hold prices firm shall be grounds for immediate termination of the contract.

6.16. PRICE ADJUSTMENT:

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

6.17. CHANGES - SERVICE CONTRACTS:

- A. The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:
 - 1. Description of services to be performed.
 - 2. Time of performance (i.e., hours of the day, days of the week, etc.).

3. Place of performance of the services.
- B. If additional work or other changes are required in the areas described above, a price estimate will be required from the awarded Vendor/Contractor. Upon negotiation of the price estimate, execution and receipt of the change order, the awarded Vendor/Contractor shall commence performance of the work as specified.
- C. The awarded 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 County's Procurement Department. If the awarded Vendor/Contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at their own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

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

It is hereby made a part of this Intended Single/Sole Source Purchase 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. The awarded 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. **The awarded Vendor/Contractor shall furnish a twenty-four (24) hour phone number and email address in the event of such an emergency.**

The current Federal clauses and forms are attached as "Attachments" to this document. In the event of an emergency/hurricane or disaster, a copy of the most current clauses and forms will be provided for review and signature.

OR

The current Federal clauses and forms related to an emergency/hurricane or disaster will be provided for review and signature as needed. Current versions may be viewed at www.fema.gov under Contract Provisions Templates.

6.19. REQUIREMENTS CONTRACT:

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

6.20. ESTIMATED QUANTITIES:

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

6.21. SITE DAMAGE:

The awarded Vendor/Contractor shall be held responsible for damage to any site feature including, but not limited to the following: irrigation equipment, trees, shrubs, signs, vehicles, etc. caused by the awarded Vendor/Contractor. It shall be the awarded Vendor's/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 awarded Vendor/Contractor. The awarded Vendor/Contractor shall be notified of the specific nature of the damage and cost of repair. The County shall, at its option, invoice the awarded Vendor/Contractor for payment or reduce the next regular payment to the awarded Vendor/Contractor, for the cost of repairs, materials, and labor.

6.22. MATERIAL SAFETY DATA SHEETS:

In accordance with Florida Emergency Planning and Community Right-to-Know Act, Chapter 252, Part II, Florida Statutes, it is the awarded Vendor's/Contractor'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. The awarded Vendor/Contractor must comply with this procedure along with the Federal Emergency Planning and Community Right-to-Know Act (42 U.S.C. Chapter 116), the Federal Hazard Communications Standards (29 CFR Section 1910.1200), and all other applicable laws.

7. SCOPE OF WORK

SCOPE AND SPECIFICATIONS

7.1. 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.

7.2. SCOPE OF WORK

The Vendor/Contractor will supply all materials, labor, and equipment in order to accomplish Major Repairs to Centrifuge Machine # 1 - Single/Sole Source Purchase, as described in the attached Preliminary Repair Estimate of CS21-4HC Rotating Assembly and 2071D/F Rotodiff Opp 11390 dated March 22, 2023, as prepared by Andy Torres of Centrisys CNP.

7.3. LOCATION OF THE WORK/DELIVERY

The work to be performed and delivered under this contract will be performed at the Vendor's/Contractor's location at Centrifuge-Systems, LLC dba Centrisys, 9586 58th Place, Kenosha, WI 53144-7805 and delivered upon substantial completion to the Hernando County Utilities Department, Water & Wastewater Maintenance Division, located at 1400 Downwind Way, Brooksville, FL 34601.

7.4. FORCE MAJEURE

Neither Party will be held responsible for failure to perform the duties and responsibilities imposed by the contract due to government actions, epidemics, strikes, and any act of God beyond the Parties' control, that materially affect their ability to perform contractual obligations and the Professional is without fault or negligence and it is beyond their control. The Professional will notify the County within five (5) calendar days after the event by giving written notice to the County stating the nature of the event, anticipated duration, and any action being taken to avoid or minimize the effect. The Professional shall use commercially reasonable efforts to remedy its inability to perform. If the Force Majeure event continues for a period of more than thirty (30) days from the date of Notice of the Force Majeure event, the County will be entitled to 1) extend time for performance or 2) terminate the contract and compensate Professional for work satisfactorily completed prior to the delay.

8. PRICING PROPOSAL

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 Exhibit C, inclusive of overhead, profit, and any other costs.

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

9. CONFLICT BETWEEN DOCUMENTS

In the event that there is a conflict between this Invitation to Bid (ITB) and any attachment or supplemental agreement incorporated herein, the terms of the ITB shall control and such document shall be deemed to be amended to the extent required to eliminate any such conflict or inconsistency.



ONE YEAR WARRANTY

In fulfilling our commitment to you, the Original Consumer, Centrifuge-Systems, LLC. provides the following as our Guarantee of Warranty for the Guaranteed Equipment and/or Guaranteed Services purchased or used by the Original Consumer Companies or others using the Guaranteed Equipment or Guaranteed Services noted below who purchase directly through another dealer, agent, contractor or other non-user third party, would be considered the Original Consumer under the terms of this Guarantee of Warranty. The Original Consumer must be identified at the time of the order to be eligible for this Guarantee of Warranty.

New and/or Reconditioned equipment purchased from Centrifuge-Systems, LLC. by the Original Consumer (the "Guaranteed Equipment") is guaranteed to operate correctly from a mechanical aspect and to be free from any defects in parts, materials or workmanship for a period of one (1) year after start-up or 18 months from the date of shipment, whichever comes first. Should the specified sludge not be available during on-site testing, the equipment warranty will begin when the owner received beneficial use of the equipment. This Guarantee is dependent on an authorized Centrifuge-Systems, LLC. Service Technician or Engineer inspecting the installation in the Original Consumer's plant and being present at the first start-up of the Guaranteed Equipment.

Following original warranty period, repairs performed on customers equipment at the Centrifuge-Systems, LLC. shop or Centrifuge-Systems, LLC.'s sub-contractor's facility (such as a motor repair shop) (the "Guaranteed Services"), will be guaranteed for a period of one hundred eighty (180) days after shipment. In addition, any outside service work Centrifuge-Systems, LLC. performs on customer equipment, at customer facility or local shop, will be guaranteed for a period of thirty (30) days after the date of service.

In all cases, Centrifuge-Systems, LLC. will warrant the parts replaced and/or components repaired within the original warranty period for the non-expired portion of the original warranty.

WARRANTY EXCLUSIONS AND LIMITATIONS OF REMEDIES

Centrifuge-Systems, LLC. reserves the right not to respond to warranty claims until purchase and installation contract has been paid in full, without any offsets or withholding. This warranty will become null and void should any outstanding invoices, payable to Centrifuge-Systems, LLC. or its agents, remain unpaid for thirty days, or when Centrifuge-Systems, LLC. or its agents is denied access to equipment to perform inspection or services.

Centrifuge-Systems, LLC. is not responsible for and cannot offer a Guarantee of Warranty for damages to the equipment resulting from the following:

- A. Acts of God, fire, flood, theft, vandalism, accidents, labor difficulties, and/or civil encounters and the like; or
- B. Use for which equipment was not intended, abuse, misuse, improper lubrication, improper operation, improper assembly, improper handling or extend storage by Original Consumer or other party; or
- C. Corrosion, erosion, and ordinary wear and tear.

EXCEPT AS SPECIFICALLY MADE HEREIN, CENTRIFUGE-SYSTEMS, LLC. AND ITS SUBCONTRACTORS AND SUPPLIERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Any form of parts or accessories, equipment or modifications made to equipment or services which would otherwise be Guaranteed Equipment or Guaranteed Services, supplied or installed by other dealers, repair shops, manufacturers, the owner, or any other third party, without the written prior consent and approval of Centrifuge-Systems, LLC. shall cause such equipment or services to be void from the Guarantee of Warranty. Parts and accessories provided by other parties or vendors to the owner for Centrifuge-Systems, LLC. supplied equipment are covered by such vendors' warranty or guarantees only. Damage to Guaranteed Equipment resulting from use of unauthorized parts or actions described in this paragraph will not be covered by this Guarantee of Warranty.

Centrifuge-Systems, LLC. shall not be responsible for any direct or indirect damages that are incurred during shipment by carriers other than Centrifuge-Systems, LLC. Equipment purchased from Centrifuge-Systems, LLC. which is not Guaranteed Equipment is purchased AS IS and without any express or implied guarantee, unless otherwise noted by Centrifuge-Systems, LLC. at the time of sale. Furthermore, Centrifuge-Systems, LLC. does not offer or extend any process guaranty unless otherwise noted in writing.

Centrifuge-Systems, LLC.'s sole liability for any claim of any kind shall be as set forth in this Guarantee of Warranty, and shall not exceed the purchase price of the Guaranteed Equipment or charge for the Guaranteed Services, or portion thereof, alleged to be defective, and any claims for punitive, special, incidental or consequential damages are hereby excluded, whether any such claim shall be for breach of contract, breach of warranty, strict liability, negligence, or otherwise. All shipping, installation and removal cost are the responsibility of the Original Consumer.

Centrifuge-Systems, LLC. shall not be responsible for material, repairs, parts, modifications or labor costs for work on any Guaranteed Equipment unless the Original Consumer shall have first contacted Centrifuge-Systems, LLC. and received written authorization by a Centrifuge-Systems, LLC. agent. Unauthorized work, parts or actions per this paragraph shall make this Guarantee of Warranty void and without effect.

If any term or provision hereof, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Guarantee of Warranty or application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. Each term, covenant, condition and provision hereof shall be valid and be enforced to the fullest extent permitted by law. The laws of the State of Wisconsin shall govern the construction and interpretation of this Guarantee of Warranty and any and all disputes hereunder shall be litigated in courts located in the State of Wisconsin.

Warranty covers material and workmanship only. Warranty is based on date of commission or shipping as indicated on the product documentation and warranty agreement. Centrifuge-Systems, LLC. reserves the right to repair or replace any product that is deemed to be in warranty, as well as to reject warranty rights for products that are found to be improperly maintained and or damaged due to End User actions and or the lack thereof. All warranty claims are subject to verification by inspection at an authorized service center or the factory. If found to have no merit, all cost associated with repair will be billed to End User. Centrifuge-Systems, LLC. reserves the right to request assurance of payment from End User in the form of Purchase Order or cash deposit for the estimated value of repairs, fully returnable when warranty is verified and approved by Centrifuge-Systems, LLC. or OEM.

Please contact Centrifuge-Systems, LLC. for help about warranty issues.



CENTRISYS EQUIPMENT LEASE



Actual equipment will vary depending on customer's needs and availability

THIS EQUIPMENT LEASE or PILOT TESTING AGREEMENT is made by and between:

**Centrifuge-Systems, LLC
9586 58th Place
Kenosha, WI 53144
(hereinafter referred to as "Centrisys")**

**and
Hernando County**

Board of County Commis

**Brooksville, FL 34604
(hereinafter referred to as "Customer")**

SECTION 1

SCOPE OF SUPPLY

Equipment	Manufacturer	Model	Phase	Mount	Reference #
CS-35	Centrisys	21-4HC	2PHASE	SKID	11826

Replacement Value for insurance purposes

Equipment Includes

Feed Pump	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Conveyor	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Grinder	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Power Cable	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Polymer	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Polymer System	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Power Cable	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Hoses and Fittings	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
*Trailer	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Additional charges apply if centrifuge skid is to remain on trailer during rental period

Regular Trailer \$1200/month Double Drop \$2,500/month

MODIFICATIONS

SECTION 2

SCOPE OF SERVICES - RENTAL

Commissioning: Set up assistance and process startup. Yes No
Approximately 3 days.

Decommissioning: Tear down, pack up and prepare for return shipping. Yes No
Approximately 2 days..

SCOPE OF SERVICES - PILOT TESTING

Commissioning: Set up assistance and process startup.
Approximately 1 day.
Decommissioning: Tear down, pack up and prepare for return shipping.
Approximately 1 day.
Analysis of samples.
Completion and submission of pilot test report

OTHER SERVICES



SECTION 3 **TERMS AND PROVISIONS**

1 Lease

Centrisys hereby leases to Customer, and Customer hereby leases from Centrisys the Equipment, as described above. The purpose of this Lease Agreement is to allow the Customer to operate and/or evaluate the performance and efficiency of the Equipment. "Exhibit A" is attached hereto and made a part of this Agreement.

2 Insurance

Customer shall procure and continuously maintain and pay for commercial general liability risk insurance during the contract term covering this Equipment against loss, theft or damage from associated with Customer's use, possession of the Equipment and during transportation, naming Centrisys as loss payee, for not less than the replacement cost of the Equipment as set forth in Section 1, Scope of Supply, without consideration for depreciation. Further, Customer shall provide Certificates evidencing this insurance to Centrisys, prior to shipment of equipment.

3

Lease Term/Minimum Rental Period

The Lease term shall commence as of the day and time that the Equipment leaves the shipping dock of Centrisys and shall continue thereafter until the Equipment is returned back to the shipping dock of Centrisys. The minimum rental period under this Lease is 30 days even if the equipment is returned back earlier. After the initial 30 days, rent will be charged on a 15 day (1/2 month) period until the Equipment is received back at Centrisys' shipping dock. (This minimum rental period does not apply for pilot tests.)

4

Rent and Security Deposit

Prior to shipment of the Centrisys rental equipment, both the security deposit and the first month's rent must be paid in full to Centrisys as specified in "Exhibit A," Both of these expense items will be invoiced to customer upon the execution of this agreement. Subsequent invoices shall be issued one month after the equipment is delivered to site and on a monthly basis thereafter, at the beginning of the rental month. Excluding the security deposit and first month's rent, all payments due "Net 30."

5

Transportation Charges

All freight charges from Centrisys' shipping dock to the Customer Site; and return from Customer Site to Centrisys' shipping dock shall be paid by the Customer, unless otherwise noted in Exhibit A.

6

Cancellation Fee

In the event the Customer terminates this agreement or refuses delivery after the unit has shipped, a cancellation fee of \$1,000 will be charged to the Customer, plus any incurred shipping costs



7 Taxes

Customer shall be responsible and pay for all applicable federal, state and local use, sales, property (ad valorem), excise and similar taxes or government charges relating to the Equipment or otherwise attributable to this Equipment Lease.

8 Technical Service

The services of our technician will be billed separately as outlined in "Exhibit A".

If technical services are declined, customer takes responsibility for proper commissioning and decommissioning.

9 Installation of the Equipment

Customer shall furnish, at its own expense, all provisions, material, labor and conditions required for the temporary installation of the Equipment, including suitable building enclosures, foundations and appurtenances necessary to provide a complete operating facility, if applicable.

10 Reconditioning Charges

All repairs necessary, beyond normal wear, will be at the current standard shop rate plus parts. The reconditioning charge only applies if the equipment is damaged due to abuse, negligence or other circumstances on the Customer's part and out of Centrisys' control.

11 Location of Equipment

Throughout the term of this Agreement, the Equipment shall be kept by the Customer at the Location specified in "Exhibit A" and shall not be moved without the prior written consent of Centrisys.

12 Payment of Invoices

Centrisys shall submit an invoice to the customer covering any reconditioning payment and/or services provided in connection with this Agreement. Such invoices shall become immediately due and payable upon receipt by the Customer.



13 Ancillary Equipment and Installation

Unless otherwise stated in "Section 1 Scope of Supply," the Customer shall be responsible for furnishing all required ancillary equipment including, but not limited to, pumps, wiring, interconnecting piping, cake conveying equipment, etc., required for operation of the Equipment. Centrisys shall not be responsible for furnishing any equipment or service except as specifically noted in this Agreement. The Customer shall be responsible for the integration of various components into the complete system and installation of same. The Customer further agrees to provide routine maintenance of the Equipment while in the Customer's possession and must operate and maintain the same in accordance with Centrisys' instructions.

14 Maintenance/Use

Customer shall maintain, service and keep in good repair the Equipment at its own expense, except for normal wear and tear or depreciation. Customer shall use the Equipment for its intended purpose in the regular course of business and operate the same with a competent and qualified operator within normal operating capacities and in compliance with all conditions and requirements of any insurance policies. If Equipment is operated without Centrisys personnel, customer shall be responsible for maintaining equipment to Centrisys guidelines.

15 Supplies/Utilities

Customer shall pay all charges for conditioning chemicals, water, steam, electricity, light, heat, power, telephone or other utility services furnished to or used on, or in connection with, the Equipment (including any charges for installation of such services) during the term of this contract. Centrisys may supply polymer or other chemicals for testing.

16 Ownership

Title to the described Equipment and all additions and accessories originating from Centrisys remain unqualified in Centrisys Corporation's name.

17 Modifications

Customer shall not make any modifications, alterations, or improvements to the Equipment without the prior written consent of Centrisys.

18 Safety Devices

Centrisys shall furnish safety devices normally associated with the Equipment. Any additional safety devices which may be required due to local government regulations, etc., shall be furnished and installed by the Customer.



19 Accommodation by Customer

Customer agrees to provide reasonable access to Customer's site for customary mobile transport vehicles for delivery of the Equipment. Customer is responsible for offloading of Equipment immediately upon delivery, except where a Centrisys supplied trailer is included as specified under Section 1, Scope of Supply. Customer's failure to accommodate delivery of the Equipment could result in additional shipping charges.

20 Confidentiality

The Customer agrees not to divulge to third parties any pertinent details with respect to the test or the design of Equipment supplied under this agreement nor to provide third parties with actual access to the Equipment without the express written consent of Centrisys.

21 Cleaning/Packing/Return Shipment

Upon completion of the program and prior to return shipment, the Customer shall thoroughly clean the Equipment to the extent possible and prepare it for transport, unless it is agreed that a Centrisys technician is conducting the entire test, or a Centrisys technician has been requested for decommissioning.

22 Access to Equipment

Centrisys shall at all times have free access to the Equipment, as well as all records of Customer with respect to the Equipment, for the purpose of maintenance, inspection and observation or, to make alterations, repairs, improvements, or additions, or to determine the nature or extent of use of the Equipment.

23 Default

Customer's failure to pay rent and other amounts owing hereunder, within 5 days after their due date, or if Customer fails to observe or perform any other obligation of this Agreement, shall entitle Centrisys to any of the following remedies: (i) declare the entire amount of rent immediately due and payable without notice or demand; (ii) sue for recovery of rents and other payments; (iii) take possession of the Equipment, without notice or demand; (iv) terminate this Agreement; or (v) pursue any other remedy at law or in equity.

24 Entire Agreement, Governing Law, Binding Effect

This Agreement constitutes the complete understanding and agreement between Centrisys and the Customer and shall be construed and enforced in accordance with the laws of the State of Florida and the venue to be Hernando County, FL. Further, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.



25 Indemnity

To the fullest extent permitted by Florida Law, the Customer expressly agrees to indemnify, defend and hold Centrisys harmless from and against all claims (including claims by third parties) for loss, damage, injury and expense, including reasonable attorney fees and costs, arising out of, connected with, or resulting from Customer's direct or indirect use, selection, delivery, possession, operation and return of the Equipment supplied hereunder for the contract term, including incidental or consequential damages or from any other cause whatsoever. However, nothing contained herein shall constitute a waiver of the County's sovereign immunity or of the limitations set forth in Section 768.28, Florida Statutes.

26 Acceptance of Equipment/No Warranties

Customer has determined that the Equipment is suitable for the use intended, and Customer has inspected the Equipment and accepts the same in an "as is" condition as delivered. Centrisys has not made and makes no representations or warranties, whether expressed or implied as to the condition of the equipment, including its merchantability, design, quality, workmanship, or fitness for any particular purpose.

Additional Customer Responsibilities

Customer acknowledges receipt of Skid Information Document detailing equipment size, weight, power, and water requirements. Proper offloading equipment is available on site and that equipment will be situated on level ground suitable to the size of the equipment.

Distance to the feed connection point, drain and electricity supply verified. Electrical hookup, hoses and connections verified and obtained

Consumables (grease and oil) necessary for extended operation of equipment, are to be furnished by the Customer at its cost.

**EXHIBIT A
LEASE PAYMENT SCHEDULE
CONTRACT AND SIGNATURE**

Weekly Testing Rate:		\$
Monthly Rental Rate:	<i>Due with signed agreement</i>	\$ 30,000.00
Security Deposit:	<i>Due with signed agreement</i>	\$ 15,000.00
Site Service Rate: <i>Estimated Site Service Requirement per Section 2</i>		
<i>Includes commissioning and decommissioning at \$1700/day</i>		\$ 1,700.00
Contract Term:		Months
<i>Minimum rental of 30 days (not prorated)</i>		
Contract Start Date: _____		
<i>Upon equipment leaving Centrisys facility until equipment has returned to Centrisys.</i>		
Freight To and From Site (Estimated):		\$ 5,000.00
Availability:	<i>30 days after receipt of signed contract, security deposit and first month's rent</i>	
Payment Terms:	<i>Due upon receipt</i>	
F.O.B.:	<i>Centrisys Facility</i>	
Additional Comments:		
Site Information		
Name: Hernando County Utilities		
Street Address: 15400 Wiscon Road		
City, State Zip: Brooksville, FL 34601		
Contact Name/Phone: Bruce Batten/352-754-4490		

<i>We hereby accept, agree and comply with the terms and conditions set forth above.</i>	
Customer Signature	Date
Centrisys Signature	Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY  County Attorney's Office

Exhibit C



Attn: Bruce Batten
Hernando County
Utilities 15400 Wiscon
Road Brooksville, FL
34601

**PRELIMINARY REPAIR ESTIMATE OF CS21-4HC ROTATING ASSEMBLY AND
2071D/F ROTODIFF
Opp 11390**

This is the standard repair cost estimate for a CS21-4HC 2 phase rotating assemblies complete:

CENTRIFUGE REPAIR PRICING – MINOR

1. Dismantle, clean and inspect
2. Provide report with digital pictures
3. Replace bearings and seals
4. Hi-speed balance bowl
5. Hi-speed balance scroll
6. Reassemble

Total	\$ 26,500.00
--------------	--------------

BACKDRIVE REPAIR – MINOR

1. Dismantle, clean and inspect
2. Replace bearings and seals
3. Reassemble
4. Test

Total	\$ 5,500.00
--------------	-------------

SHIPPING

1. Shipping rotating assembly and rotodiff to and from site
Estimated - will be invoiced at actual cost

Total	\$ 7,000.00
--------------	-------------

Total Minor Repair	\$ 39,000.00
---------------------------	--------------



9586 58th Place
Kenosha, WI 53144
Phone: (877) 339-5496
Fax: (262) 764-8705
www.centrisys.us
info@centrisys.us



CENTRIFUGE REPAIR PRICING – MAJOR

- 1. Dismantle, clean and inspect
- 2. Provide report with digital pictures
- 3. Replace bearings and seals
- 4. Replace worn/missing tiles (up to 40 tiles)
- 5. Replace broken nozzles
- 6. Repair flights
- 7. Repair feed chamber wear
- 8. Hi-speed balance bowl
- 9. Hi-speed balance scroll
- 10. Reassemble

Total	\$ 58,000.00
--------------	--------------

BACKDRIVE REPAIR – MAJOR

- 1. Dismantle, clean and inspect
- 2. Replace bearings and seals
- 3. Replace transfer seal
- 4. Replace cam
- 5. Replace rotor
- 6. Reassemble
- 7. Test

Total	\$ 25,000.00
--------------	--------------

SHIPPING

- 2. Shipping rotating assembly and rotodiff to and from site
Estimated - will be invoiced at actual cost

Total	\$ 7,000.00
--------------	-------------

Total Major Repair	\$ 90,000.00
---------------------------	--------------



TERMS:

Validity:	Valid for 30 days. Centrisys reserves the right to adjust this estimate
Terms:	Net 30
Delivery:	3-8 weeks ARO
FOB:	Kenosha, WI
Warranty:	6 months on repaired/replaced parts
Quote Prepared By:	Andy Torres
Dated:	3-22-2023
Sent to:	Bruce Batten
E-mail Address:	bbatten@co.hernando.fl.us