### County of Hernando

# Procurement Department

Carla Rossiter-Smith, Chief Procurement Officer 15470 Flight Path Drive, Brooksville, FL 34604

# [HYDRO-KLEAN,LLC] RESPONSE DOCUMENT REPORT

PQu No. 24-TFG00704/AP Q5

Hernando Beach Wastewater Resiliency Manhole Coating

RESPONSE DEADLINE: March 28, 2025 at 10:00 am Report Generated: Tuesday, April 22, 2025

Hydro-Klean, LLC Response

### **CONTACT INFORMATION**

### Company:

Hydro-Klean,LLC

Email:

jlomp@hksolutionsgroup.com

Contact:
Jill Lomp

Address:

333 NW 49th Place Des Moines, IA 50313

Phone:

(515) 283-0500

Website:

www.hksolutionsgroup.com

Submission Date:

Mar 28, 2025 9:38 AM (Eastern Time)

### ADDENDA CONFIRMATION

No addenda issued

### **QUESTIONNAIRE**

#### 1. Bid Confirmation\*

The undersigned, hereinafter called "Bidder", having visited the site of the proposed project and familiarized himself with the local conditions, nature and extent of the work, and having examined carefully the agreement form, General Conditions, Special Conditions, Supplementary Conditions for Federal/State Requirements, plans and specifications and other contract documents, with the bond requirements herein, proposed to furnish all labor, materials, equipment and other necessary items, facilities and services for the proper execution and completion of the subject project in full accordance with the drawings and specifications prepared in accordance with your Advertisement of Bids, instruction to bidders, agreement and all other documents related thereto on file in the office of the Hernando County Procurement Department and if awarded the Contract, to complete said work within the time limits specified for their bid price.

Confirmed

## 2. Foreign Countries of Concern\*

Please download the below documents, complete, and upload.

• Foreign Countries of Concer...

 $Signed\_Foreign\_Countries\_of\_Concern.pdf$ 

# 3. Anti-Human Trafficking Affidavit\*

Please download the below documents, complete, and upload.

Anti-Human Trafficking Affi...

Signed Anti-Human Trafficking.pdf

# 4. State of Florida Required Grant Forms\*

Please download the below documents, complete, and upload.

• State of Florida Required G...

 $Signed\_State\_of\_Florida\_Required\_Grant\_Terms.pdf$ 

### **PRICE TABLES**

### **BID TAB**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
General					
1	Mobilization and Demobilization	1	LS	\$19,800.00	\$19,800.00
2	Bonding, Insurance and Permits	1	LS	\$5,786.00	\$5,786.00
3	Maintenance of Traffic	1	LS	\$500.00	\$500.00
Materials			1		
4	Infiltration Grouting	1	LS	\$110,000.00	\$110,000.00
5	Brick Chimney Removal/Concrete Riser Installation	25	EA	\$1,250.00	\$31,250.00
6	Ring and Cover Replacement/ Stainless-Steel Inflow Protector	57	EA	\$750.00	\$42,750.00
7	Manhole Coating	340	VF	\$250.00	\$85,000.00
TOTAL	1		1	1	\$295,086.00

# Foreign Countries of Concern

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

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

The Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit Form ("Form") is required by Section 287.138, Florida Statutes ("F.S."), which is deemed as being expressly incorporated into this Form. The Affidavit must be completed by a person authorized to make this attestation on behalf of the Bidder's/Proposer's for the purpose of submitting a bid, proposal, quote, or other response, or otherwise entering into a contract with the County. The associated bid, proposal, quote, or other response will not be accepted unless and until this completed and executed Affidavit is submitted to the County.

Bidder's/Proposer's Legal Company Name: Hydro-Klean, LLC	_does
not meet any of the criteria set forth in Paragraphs 2 (a) – (c) of Section 287.138, FS.	
Pursuant to Section 92.525, F.S., under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.	
Print Name of Bidder's/Proposer's Authorized Representative: Jill Lomp	
Title of Bidder's/Proposer's Authorized Representative: Contracts Manager	
Signature of Bidder's/Proposer's Authorized Representative:	
Date: 3/24/2025	

# **Anti-Human Trafficking Affidavit**

1. My name is Jill Lompand I am over eighteen years of age. The following information is given from my own personal knowledge.  2. I am an officer or representative with Hydro-Klean, LLC, a non-governmental entity (the "Nongovernmental Entity"). I am authorized to provide this affidavit on behalf of Nongovernmental Entity.  3. Neither Nongovernmental Entity, nor any of its subsidiaries or affiliates, uses coercion for labor or services, as such italicized terms are defined in Fla. Stat. § 787.06, as it may be amended from time to time.  4. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Governmental Entity and no contracts may be executed, renewed, or extended between the parties.  5. This declaration is made pursuant to Fla, Stat. § 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties.  Under penalties of perjury, I Jill Lomp, declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.  FURTHER AFFIANT SAYETH NAUGHT.  Hydro-Klean, LLC  Name of Nongovernmental Entity  Jill Lomp  Printed Name of Affiant  Contracts Manager  Title of Affiant  Aggnature of Affiant  Contracts Manager	represe	In compliance with Fla. Stat. § 787.06(13), this affidavit must be completed by <u>an officer or entative of a nongovernmental entity</u> that is executing, renewing, or extending a contract with indo County or any of its subordinate units (the "Governmental Entity").
governmental entity (the "Nongovernmental Entity"). I am authorized to provide this affidavit on behalf of Nongovernmental Entity.  3. Neither Nongovernmental Entity, nor any of its subsidiaries or affiliates, uses coercion for labor or services, as such italicized terms are defined in Fla. Stat. § 787.06, as it may be amended from time to time.  4. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Governmental Entity and no contracts may be executed, renewed, or extended between the parties.  5. This declaration is made pursuant to Fla, Stat. § 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties.  Under penalties of perjury, I Jill Lomp  that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.  FURTHER AFFIANT SAYETH NAUGHT.  Hydro-Klean, LLC  Name of Nongovernmental Entity  Jill Lomp  Printed Name of Affiant  Contracts Manager  Title of Affiant  Contracts Manager	1.	
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Printed Name of Affiant  Contracts Manager  Title of Affiant	Name	of Nongovernmental Entity
Contracts Manager  Title of Affiant	Jill Lo	emp
Title of Affiant	Printed	d Name of Affiant
all 4	Contra	acts Manager
Signature of Amant	(h	
3/24/2025	-	

Date

# **General State of Florida Required Grant Terms**

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

# 1. Public Entity Crimes

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

# 2. Records and Ownership of Documents

- a. Upon completion or termination of this Contract, all records, documents, tracings, plans, specifications, maps, evaluations, reports, computer assisted design or drafting disks and other technical data, other than working papers, prepared or developed by Consultant under this Contract shall be delivered to and become the property of County. Consultant, at its own expense, may retain copies for its files and internal use. Consultant assumes no liability for the use of such documents by the County or others for purposes not intended under this Contract.
- b. In addition to other requirements provided herein, Proposer/Consultant/Contractor shall comply with public records laws embodied in chapter 119, Florida Statutes, and specifically shall:
  - i. Keep and maintain public records required by the County in order to perform the Scope of Services identified herein.
  - ii. Upon request from the County provide the County with any requested public records or allow the requested records to be inspected or copied within a reasonable time by the County.
  - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and thereafter if the Consultant does not transfer all records to the County.
  - iv. Transfer, at no cost, to County all public records in possession of the Consultant upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County, upon request from the County, in a format that is compatible with the information technology systems of the County. If the Consultant keeps and maintains public records upon the conclusion of this Agreement, the Consultant shall meet all applicable requirements for retaining public records that would apply to the County.
  - v. If Consultant does not comply with a public records request, the County shall treat that omission as breach of this Agreement and enforce the contract provisions accordingly. Additionally, if the Consultant fails to provide records when requested, the Consultant may be subject to

penalties under section 119.10, Florida Statutes and reasonable costs of enforcement, including attorney fees.

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

### 3. Scrutinized Companies

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

### 4. Civil Rights

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

### 5. Responsible Vendor Determination

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

#### 6. E-Verify

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

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

# Florida Department of Environmental Protection Required Grant Terms

### 7. Compliance with Federal, State and Local Laws.

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

# 8. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

 Proposer/Consultant/Contractor's employment of unauthorized aliens is a violation of section 274A(e) of the Immigration and Nationality Act. If Contractor knowingly

- employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
- **b.** Proposer/Consultant/Contractor shall notify the County if any person or affiliate is found to be convicted pursuant to sections 287.133, 287.134, and 287.137, F.S.

### 9. Record Keeping and Audits.

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

#### 10. Insurance Requirements for Subcontractors.

a. The Proposer/Consultant/Contractor shall require its subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Subcontractors must provide proof of insurance upon request.

By signing my name below, I certify that I have read the above information. My signature also certifies my understanding and agreement with the above terms and conditions.

aff W	3/24/2025
Authorized	Signature Date
Jill Lomp	Contracts Manager
Name (Printed)	Title