

## SOLICITATION - OFFER - AWARD

SOLICITATION NO.: <b>18-T00028/DK</b>	SOLICITATION TITLE: <b>Submersible Sewage Pumps and Accessories</b>	DATE ISSUED: <b>MARCH 21, 2018</b>	CONTRACT NO.: <b>18-T00028/DK</b>
ISSUED BY: <b>BOARD OF COUNTY COMMISSIONERS HERNANDO COUNTY, FLORIDA</b> Steve Champion, Chairman Nicholas W. Nicholson, Vice Chairman John Allocco, Second Vice Chairman Jeff Holcomb Wayne Dukes		SUBMIT BID OFFER TO: <b>HERNANDO COUNTY PURCHASING AND CONTRACTS 1653 BLAISE DRIVE BROOKSVILLE, FL 34601</b>  James S. Wunderle Purchasing and Contracts Manager Chief Procurement Officer	

## SOLICITATION

SEALED OFFERS, IN TWO (2) ORIGINALS, FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT DESCRIBED HEREIN WILL BE RECEIVED AT THE OFFICE OF PURCHASING AND CONTRACTS, 1653 BLAISE DRIVE, BROOKSVILLE, FL 34601, **UNTIL 3:00 P.M., LOCAL TIME ON APRIL 18, 2018.** NO BID OFFERS WILL BE ACCEPTED AFTER THE ABOVE STIPULATED DATE AND TIME. THIS IS AN ADVERTISED SOLICITATION AND THE RESPONDING BIDDERS WILL BE PUBLICLY READ IN THE PURCHASING AND CONTRACTS CONFERENCE, 1653 BLAISE DRIVE AT **3:00 P.M. ON APRIL 18, 2018.** PURSUANT TO FS 119.071 (CURRENT EDITION), SEALED BIDS, PROPOSALS, OR REPLIES RECEIVED BY AN AGENCY PURSUANT TO A COMPETITIVE SOLICITATION ARE EXEMPT FROM INSPECTION UNTIL SUCH TIME AS THE AGENCY PROVIDES NOTICE OF AN INTENDED DECISION OR UNTIL THIRTY (30) DAYS AFTER OPENING THE BIDS, PROPOSALS, OR FINAL REPLIES, WHICHEVER IS EARLIER.

ITEM NO.	DESCRIPTION OF SERVICE/SUPPLIES/EQUIPMENT	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	FOR PROVIDING VARIOUS SIZES OF SUMBERSIBLE SEWAGE PUMPS AND ACCESSORIES FOR THE HERNANDO COUNTY UTILITIES DEPARTMENT.  SUBMIT PRICING ON BID FORM IN SECTION VI  <u>PLEASE SUBMIT TWO (2) ORIGINAL SIGNED DOCUMENTS.</u>  (SEE ATTACHED SPECIFICATIONS)	XXXX	XXXX	XXXXXXXX	\$ _____

## OFFER

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

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

DISCOUNT FOR PROMPT PAYMENT: \_\_\_\_\_ % 10 CALENDAR DAYS \_\_\_\_\_ % 20 CALENDAR DAYS \_\_\_\_\_ % \_\_\_\_\_ CALENDAR DAYS

BIDDER'S INFORMATION <b>Xylem Water Solutions USA Inc.</b> Company Name 2152 Sprint Blvd. Address Apopka Fl. 32703 City State Zip Code 407-880-2900 407-880-2962 Phone Number Fax Number Email Address	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN BID OFFER: BIDDER'S SIGNATURE  OFFER DATE 4/18/2018
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## AWARD

(TO BE COMPLETED BY COUNTY)

REVIEWED FOR LEGAL SUFFICIENCY: 3/6/18	LR NO.: 2018-137	BY: Randall B. Griffiths
ACCEPTED AS TO ITEM(S) NO:	AMOUNT:	ACCOUNTING CODE:
SUBMIT INVOICES TO: <b>HERNANDO COUNTY UTILITIES DEPARTMENT 15365 CORTEZ BLVD. BROOKSVILLE, FL 34613</b>	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ACCEPTANCE AND AWARD FOR THE COUNTY:	
	SIGNATURE:	AWARD DATE:

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## INVITATION TO BID

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

**TERM CONTRACT ITB NO. 18-T00028/DK**  
**FOR**  
**SUBMERSIBLE SEWAGE PUMPS AND ACCESSORIES**

Hernando County Board of County Commissioners are soliciting Vendors/Contractors active in Ebara, Homa, Barnes and Flygt Submersible Sewage Pumps and Accessories.

Sealed bid offers as two (2) originals for furnishing the above will be received and accepted up to 3:00 PM (local time), **April 18, 2018**, in the Hernando County Purchasing and Contract's office. Bids shall be plainly marked on the outside of a sealed envelope/container with: Bidder's name and address, and Bid Name and Bid Number. Bids are to be submitted:

**Physical Address:**

Hernando County Purchasing and Contracts  
 1653 Blaise Drive  
 Brooksville, Florida 34601

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

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

Purchasing and Contracts Department will post addenda on Bid Net at [www.floridabidsystem.com](http://www.floridabidsystem.com) to all questions in accordance with the Solicitation Instructions. It is the responsibility of prospective bidders to visit the Bid Net at [www.floridabidsystem.com](http://www.floridabidsystem.com) to insure that they are aware of all addenda issued relative to this solicitation.

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

BOARD OF COUNTY COMMISSIONERS  
 HERNANDO COUNTY

  
 \_\_\_\_\_  
 JAMES S. WUNDERLE  
 CHIEF PROCUREMENT OFFICER, HERNANDO COUNTY

**NOTICE TO BIDDERS**

To ensure that your Bid is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Diane Kafriksen, Purchasing and Contracts, at (352) 754-4020 or email at [purchasing@hernandocounty.us](mailto:purchasing@hernandocounty.us) with a copy to [dkafriksen@hernandocounty.us](mailto:dkafriksen@hernandocounty.us).

**SECTION II - SOLICITATION INSTRUCTIONS**

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

- 1.1. **COUNTY:** The Board of County Commissioners, Hernando County, or its duly authorized representative.
- 1.2. **OWNER:** Hernando County Board of County Commissioners (County)
- 1.3. **BIDDER:** The term "Bidder" used herein refers to the dealer/manufacturer or business organization submitting a bid to the County in response to this solicitation.
- 1.4. **CONTRACT:** The agreement executed by the Owner and Vendor/Contractor for the performance of work and the other documents (plans, specifications, notice to Bidders, proposal, surety bonds, addenda and other documents) whether attached thereto or not.
- 1.5. **VENDOR/CONTRACTOR:** The Bidder awarded a Contract by the County for the furnishing of goods or services.

2. **AVAILABILITY OF BIDDING DOCUMENTS:**

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

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

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

**Submit bids to:**

Hernando County Purchasing and Contracts  
1653 Blaise Drive  
Brooksville, Florida 34601  
BID NUMBER (ITB NO. 18-T00028/DK)

- 3.2. The responsibility for delivering the bid to the County on or before the stated time and date will be solely and strictly the responsibility of the Bidder. The County will be in no way responsible for delays caused by the U.S. Postal Services, any courier system, or any other occurrence.
- 3.3. Bids must be typed or printed in ink. All corrections made by the Bidder prior to the opening must be initialed and dated by the Bidder. No changes or corrections will be allowed after bid opening.
- 3.4. Bids must contain a manual signature of an authorized representative of the company. Telegraphic or facsimile bids will not be accepted.
- 3.5. It is the Bidder's responsibility to assure that the bid is delivered at the proper time and location. Bids, which are received after the bid opening time, will be returned unopened to the Bidder.
- 3.6. Bidders are expected to make all investigations necessary to thoroughly inform themselves



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

- 3.7. No material, labor, or facilities will be furnished by the County unless specifically stated.
- 3.8. Blank spaces in the bid must be properly filled in and the phraseology of the bid must not be changed. Additions must not be made to items mentioned therein and any unauthorized conditions, limiting any provision, attached to a bid shall render irregular and may cause the response to be found non-response and subject to rejection.
- 3.9. No responsibility shall attach to Hernando County, the Clerk of Circuit Court, or any official or employee thereof, for the pre-opening of, post opening of, or failure to open, a bid not properly addressed and identified.

4. **TIMETABLE:**

Date of Distribution:	<u>MARCH 21, 2018</u>
Mandatory Pre-Bid:	<u>NA</u>
Last Date of Inquiries:	<u>APRIL 4, 2018 at 5:00 P.M.</u>
Bids Due:	<u>APRIL 18, 2018</u>

5. **MANDATORY PRE-BID CONFERENCE:** NA

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

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

- 7.1. All questions relative to interpretation of the specifications or the bid process shall be addressed in writing as indicated below, in ample time prior to the period set for submittal and opening of the bids.
- 7.2. Any interpretation or clarification made to prospective bidders will be expressed in the form of an addendum to the specifications which, if issued will be posted on the [www.floridabidsystem.com](http://www.floridabidsystem.com). Oral answers will not be authoritative.
- 7.3. It will be the responsibility of the bidder to visit [www.floridabidsystem.com](http://www.floridabidsystem.com) to insure they are aware of all addenda issued for this solicitation.
- 7.4. Questions must be submitted via e-mail to [purchasing@hernandocounty.us](mailto:purchasing@hernandocounty.us) with a copy to [dkafriessen@hernandocounty.us](mailto:dkafriessen@hernandocounty.us) or faxed to (352) 754-4199. Questions will only be accepted through the period specified in the bid documents.
- 7.5. All addenda must be acknowledged by signing and submitted with the bid. Failure to acknowledge any addenda may render the Vendor/Contractor's bid as non-responsive and subject to rejection.

8. **COMMUNICATION:** There shall be no communication between the Vendor/Contractor, their employees or Subcontractors and County employees and elected officials (hereafter referred to as "County Representative"), except through the Purchasing and Contracts Department. Any attempt to communicate with any County Representative outside the Purchasing and Contracts Department will be considered a violation of the Purchasing Policy and may result in the rejection of your bid.
9. **WITHDRAWAL OF BIDS:** Bids may be withdrawn by written request received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened. Faxed or electronically mailed withdrawals will not be recognized.
10. **BID PROTESTS:** Any Bidder who protests the bid specifications or Award or Intent to Award, must file with the County a notice of protest and formal written protest in compliance with Chapter 28-110, Florida Administrative Code, and applicable provisions in Section 120.57, F.S. (current edition). Failure to timely file such documents will constitute a waiver of proceedings under Chapter 120, F.S. (current edition).

### SECTION III - GENERAL CONDITIONS

#### **11. CONTRACT PERIOD:**

- 11.1. The Contract resulting from this solicitation shall be a term Contract for the time period specified herein. During the specified time period, the County may order services/supplies as the requirements generate and the Vendor/Contractor will deliver the services/supplies ordered. It is understood that the County is not obligated to purchase any specific amount of services/supplies under this agreement.
- 11.2. The period of the Contract shall extend for twenty-four (24) months effective from award.
- 11.3. The Contract may be extended, by mutual agreement, for one (1) additional twelve (12) month period up to a cumulative total of thirty-six (36) months. The County will notify the Vendor/Contractor, in writing, no later than thirty (30) days prior to expiration of the Contract as to its desire for extension. Any request by the Vendor/Contractor for consideration of a price adjustment must be made to the County at the time of renewal, and must only be based on increased costs to the Vendor/Contractor. Documentation of these increases must be furnished to the County upon request. Any upward price adjustment approved by the County shall impose upon the Vendor/Contractor the requirement to advise and extend to the County price reductions when costs similarly decrease.
- 11.4. Either party may cancel this Contract, in whole or in part, by giving ninety (90) days prior notice in writing. However, the Vendor/Contractor shall not be authorized to exercise this cancellation option during the first one-hundred eighty (180) days of the Contract. The number of days within which, or the dates by which, the work is to be substantially completed and ready for final payment are set forth in the Agreement.

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

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



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

- 12.4. Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- 12.5. The Bidder warrants that the prices of the items set forth herein do not exceed those charged by the Bidder under a Contract with the State of Florida or any of its agencies.
- 12.6. Bidder must submit the solicitation document in its entirety, including the Solicitation-Offer-Award cover sheet, bid specifications, Bid Form and all required Forms/Certifications. Failure to submit these forms may render the bid non-responsive.

### **13. QUALIFICATION OF BIDDERS:**

- 13.1. This bid shall be awarded to a responsive, responsible bidder, qualified by experience to provide the work specified. The Bidder will submit the following information with his bid:
  - 13.1.1. List and brief description of similar work (size and scope) for at least three (3) references of firms, and/or governmental agencies/entities satisfactorily completed with location, dates of Contract, names, addresses, telephone numbers and email addresses of owners by completing the reference sheets attached is Section VII. These references must be for work performed within the past three (3) years.
  - 13.1.2. List of equipment and facilities available to do work.
  - 13.1.3. List of personnel, by name and title, contemplated to perform the work.
  - 13.1.4. Failure to submit this information may be cause for rejection of your bid.

### **14. BID EVALUATION AND AWARD:**

- 14.1. Bid evaluation will be based on price, conformance with specifications and the Bidder's ability to perform the Contract in accordance with the terms and conditions required. Bidders must submit all data necessary to evaluate and determine the quality of the item(s) and/or services they are bidding.
- 14.2. The County reserves the right to make multiple awards to the lowest, responsive and responsible bidders based on group or the unit item price, whichever is the most advantageous to the County. However, the County reserves the right to reject any and all bids in accordance with the Hernando County Procurement Ordinance.
- 14.3. If two (2) or more fully responsive, responsible bids are received for the same total amount or unit price, quality and service being equal, the County reserves the right to award the Contract to the Bidder whose place of business is located within the boundaries of Hernando County, Florida. Should tie bids, as described above, be received from either two (2) or more Hernando County Bidders or from non-local Bidders when no Hernando County Bidder has submitted a tie bid, then the Board of County Commissioners shall award the Contract to one (1) Vendor/Contractor by drawing lots in a public meeting.
- 14.4. The County shall be the sole judge as to the relative merits of the bids received.
- 14.5. If a separate written Contract is not required by the County; a written letter of award, mailed or otherwise furnished to the successful Bidder, shall result in a binding Contract without further action by either party.
- 14.6. Discounts for payments within less than twenty (20) days will not be considered in evaluation of bids, however, offered discounts will be taken for less than twenty (20) days if payment is made within the discount period.

**15. LOCAL PREFERENCE:**

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

**15.2. Application:**

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

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

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

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

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

**15.3. Definitions:**

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

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

**15.3.2.1.** A physical business and location address;

**15.3.2.2.** A copy of a current Hernando County Local Business Tax Receipt (formerly known as an "occupational license") to verify the business location;

**15.3.2.3.** Proof of payment of business license and/or real property tax due to Hernando County;



- 15.3.2.4. A copy of the firm's most recent annual corporation report to the Florida Division of Corporations;
      - 15.3.2.5. Any additional information necessary to verify local status.
- 15.4. Competitive Bids/Quotes: The County reserves the exclusive right to compare, contrast and otherwise evaluate the qualifications, character, responsibility and financial qualifications of all persons, firms, partnerships, companies or corporations submitting formal bids or formal quotes in any procurement for goods and services when making an award in the best interests of the County.
- 15.5. Exemptions:
  - 15.5.1. Purchases resulting from exigent emergency conditions where any delay in completion or performance would jeopardize public health, safety, or welfare of the citizens of the County, or where in the judgment of the County the operational effectiveness or a significant County function would be seriously threatened if a purchase was not made expeditiously.
  - 15.5.2. Purchases with any sole source supplier for supplies, materials, or other equipment.
  - 15.5.3. Purchases made through cooperative purchasing arrangements utilized by the Purchasing and Contracts Department as identified in the Purchasing Policy.
  - 15.5.4. Purchases that are funded in whole or in part by assistance from any federal, state, or local agency where the program guidelines do not permit local preference.
  - 15.5.5. Purchases with an estimated cost of less than \$10,000.00 or less.
- 15.6. Appeal: If an application for a "Local Contractor/Vendor" designation is denied, the applicant may appeal such decision to the County Administrator for review and further consideration.
- 16. HOURS: Work may be performed between the hours of 7:30 AM to 4:00 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.
- 17. WARRANTIES: The Bidder agrees that the supplies and services furnished under this award shall be covered by the most favorable commercial warranties the Bidder gives to any customer for comparable quantities of such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this award.
- 18. DELIVERY AND ACCEPTANCE:
  - 18.1. The County will order services by issuance of a Hernando County numbered Purchase Order. Each order will specify the scope of work, location and date(s) for service required.
  - 18.2. Receipt of services/supplies shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after thorough inspection indicates that the services/supplies delivered meet bid specifications and conditions. Should the services/supplies differ in any respect from the specifications, payment will be withheld until such time as the Vendor/Contractor takes necessary correction action. If the proposed corrective action is not acceptable to the County, final acceptance of the services may be refused, in which case the services shall remain the property of the Vendor/Contractor and the County shall not be liable for payment for any portion thereof.
  - 18.3. Unless otherwise specified, services shall be performed as described in these Contract documents.
  - 18.4. Vendor/Contractor(s) shall not commence work prior to the County's receipt and acceptance of the Certification of Insurance, and any other required documents/certificates as specified by these Contract documents.



19. **REJECTION OF BID:** The County reserves the right to reject any and all bids. Bids which are incomplete, unbalanced, conditional, obscure or which contain additions not required, or irregularities of any kind, or which do not comply with every aspect of this solicitation, may be rejected at the option of the County.
20. **MINOR INFORMALITIES AND IRREGULARITIES:** Hernando County has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a Bidder with the bid for Hernando County to properly evaluate the bid, Hernando County has the right to require such additional information as it may deem necessary after the time set for receipt of bids, provided that the information requested does not change the price, quality, quantity, delivery or performance time of the services being procured. The Board of County Commissioners reserves the right to reject any or all bids in whole or in part; to award by any item, group(s) of items or in the aggregate whichever is most advantageous to the County.
21. **NON-EXCLUSIVE CONTRACT:** Award of a Contract resulting from this bid imposes no obligation on the County to utilize the Vendor/Contractor for all work of this type, which may develop during the Contract period. This is not an exclusive Contract. The County specifically reserves the right to contract with another company for similar work if it deems such action to be in the County's best interest.
22. **NON-PERFORMANCE:**
- 22.1. Time is of the essence in this Contract and failure to deliver the services specified within the time period required shall be considered a default.
- 22.2. In case of default, the County may procure the services from other sources and hold the Vendor/Contractor responsible for all costs occasioned thereby and may immediately cancel the Contract.
23. **ASSIGNMENT:** The successful Bidder is required to perform this Contract and may not assign, transfer, convey, sublet or otherwise dispose of any award or any or all of its rights, title, or interest therein, or the resulting contractual agreement in whole or in part without prior written authorization given at the sole discretion of Hernando County.
24. **PUBLIC ENTITY CRIMES:** Any person submitting a bid or proposal in response to this invitation certifies that they are aware of, and in compliance with, all requirements under Section 287.133, Florida Statutes (current edition), on Public Entity Crimes. Bidders must complete and return with bid the Sworn Statement to Public Entity Crimes attached in these bid documents.
25. **LICENSES AND PERMITS:** Prior to furnishing the requested product(s) or service(s), it shall be the responsibility of the awarded Vendor/Contractor to obtain, at no additional cost to Hernando County, any and all licenses and permits required to complete this contractual service. These licenses and permits shall be readily available for review by the Chief Procurement Officer or his/her designee.
26. **LAWS, REGULATIONS, PERMITS AND TAXES:** Vendor/Contractor shall comply with County's jobsite procedures and regulations and with all applicable local, state and federal laws, rules and regulations and shall obtain all permits required for any of the work performed hereunder. Vendor/Contractor shall procure and pay for all permits and inspections required for any of the work performed hereunder and shall furnish any bonds, security or deposits required to permit performance of the work. Vendor/Contractor shall, to the extent permissible under applicable law, comply with the jobsite provisions which validly and lawfully apply to work on the specific jobsite being performed under this Contract. County of Hernando is exempt from Federal Excise Taxes and all Sales Taxes.
27. **TAXES:**
- 27.1. The Board of County Commissioners, Hernando County, Florida, has the following tax exemption certificates assigned:



Florida Sales & Use Tax Exemption Certificate No. 85-8012556945C-8,  
effective 1/31/14 – expiring on 1/31/2019.

- 27.2. This exemption does not apply to purchases of tangible personal property made by Vendor/Contractor(s) who use the tangible personal property in the performance of contracts for improvements of County owned real property (Chapters 192 and 212, F.S. (current edition) and applicable rules of the Department of Revenue).
28. **MANUFACTURERS' NAME AND APPROVED EQUIVALENTS:** When manufacturers' names, trade names, brand names, information and/or catalog number listed in a specification are for information and not intended to limit competition. It 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 he is 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 his 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 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 he is bidding on, and will be required to furnish goods identical to the bid standard as specified.
29. **LITIGATION/WAIVER OF JURY TRIAL:** This Agreement shall be governed by and construed according to Florida law. Venue for any dispute or formal litigation concerning this Agreement shall be in the appropriate court with territorial jurisdiction over Hernando County, Florida. In the event of a dispute or litigation, each party to such dispute or litigation shall be solely responsible for its own attorneys' fees and costs. This Agreement shall not be construed for or against any party hereto, without regard to which party is wholly or partly responsible for its drafting. Each party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Contract and/or any other claim of injury or damage.
30. **TERMINATION:**
- 30.1. Termination for Default:
- 30.1.1. The County may, by written notice to the Vendor/Contractor, terminate this Contract for default in whole or in part (delivery orders, if applicable) if the Vendor/Contractor fails to:
- 30.1.1.1. Provide products or services that comply with the specifications herein or fails to meet the County's performance standards.
- 30.1.1.2. Deliver the supplies or to perform the services within the time specified in this Contract or any extension.
- 30.1.1.3. Make progress so as to endanger performance of this Contract.
- 30.1.1.4. Perform any of the other provisions of this Contract.
- 30.1.2. Prior to termination for default, the County will provide adequate written notice to the (Vendor/Contractor) through the Chief Procurement Officer, Purchasing and Contracts,



affording him/her the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the Vendor/Contractor in accordance with the County's Procurement Ordinance. The Vendor/Contractor and its sureties (if any) shall be liable for any damage to the County resulting from the Vendor/Contractor's default of the Contract. This liability includes any increased costs incurred by the County in completing Contract performance.

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

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

**30.1.3.2.** Terminate and settle all orders and Subcontracts relating to the performance of the terminated work.

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

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

**30.1.4.** If the Vendor/Contractor's failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Vendor/Contractor, the Contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

**30.2.** Termination for Convenience: The County, by written notice, may terminate this Contract, in whole or in part, when it is in the County's interest. If this Contract is terminated, the County shall be liable only for goods or services delivered and accepted. The County Notice of Termination may provide the Vendor/Contractor ninety (90) days prior notice before it becomes effective. A termination for convenience may apply to individual delivery orders, purchase orders or to the Contract in its entirety.

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

**32. USE OF CONTRACT BY OTHER GOVERNMENT AGENCIES:**

**32.1.** At the option of the Vendor/Contractor, the use of the Contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

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

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



- 33.1. The prices in this bid have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
- 33.2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor.
34. **INTERIM EXTENSION OF PERFORMANCE:** If it is determined that interim performance is required to allow for the solicitation and award of a new Contract, the County may unilaterally extend the Contract for a maximum period of up to six (6) months. Current pricing, delivery and all other terms and conditions of the Contract must apply during this interim period.
35. **COMPETENCY OF BIDDERS:** The County reserves the right to make such investigations as they may deem necessary to establish the competency and financial ability of any Bidder to perform the work; and if after investigation, the evidence of his competency or financial ability is not satisfactory, the County reserves the right to reject his bid.
36. **MAINTENANCE OF RECORDS:** The Vendor/Contractor will keep adequate records and supporting documents applicable to this Contract. Said records and documentation will be retained by the Vendor/Contractor for a minimum of five (5) years from the date of final payment on this Contract. The County and its authorized agents shall have the right to audit, inspect and copy records and documentation as often as the County deems necessary during the period of this Contract and a period of five (5) years after completion of Contract performance; provided however, such activity shall be conducted only during normal business hours. The County during the period of time defined by the preceding sentence, shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the Vendor/Contractor as concerns the aforesaid records and documentation. Pursuant to Section 119.0701, Florida Statutes, Consultant/Firm shall comply with the Florida Public Records' laws and shall:
- 36.1. Keep and maintain records that ordinarily and necessarily would be required by the public agency in order to perform the service;
- 36.2. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- 36.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirement are not disclosed except as authorized by law; and,
- 36.4. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Consultant/Firm upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
- 36.5. Failure to comply with this section shall be deemed a breach of the Contract and enforceable as set forth in Section 119.0701, Florida Statutes.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (CURRENT EDITION), TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-754-4020, [PURCHASING@HERNANDOCOUNTY.US](mailto:PURCHASING@HERNANDOCOUNTY.US), WITH AN OFFICE LOCATED AT 1653 BLAISE DR., BROOKSVILLE, FL 34601.**

37. **PAYMENT:**

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



HERNANDO COUNTY UTILITIES DEPARTMENT  
15365 CORTEZ BLVD.  
BROOKSVILLE, FLORIDA 34613

- 37.2. Each invoice shall give a detailed breakdown of the services provided.
- 37.3. The Vendor/Contractor may invoice the County after each work order is complete. Invoice shall reference, and be based upon the Quantity Report received after project completion.
- 37.4. Payment will be made in no less than thirty (30) days **after receipt of the invoice by the Finance Department of Hernando County**. Terms not within Hernando County's payment period are not acceptable and may be cause for rejection.
- 37.5. **Payment to Vendor/Contractor by Electronic Payment Solution:** ACH (Direct Deposit): If the Vendor/Contractor is enrolled in the County's ACH electronic payment solution, all payments will be made using the direct deposit which may or may not include a pre-note transaction. The Vendor/Contractor's bank account information will remain confidential to the extent provided by law and necessary to make direct deposit payments. Once the County has approved payment, an electronic remittance advice will be sent to the Vendor/Contractor via e-mail.

**38. CONFLICT OF INTEREST:**

- 38.1. Conflict of Interest of Officers or Employees of the Contracting Entity/Local Jurisdiction, Members of the Local Governing Body, or Other Elected Officials: No member or employee of the contracting entity/local jurisdiction or its designees or agents; no member of the governing body; and no other public official of Hernando County who exercises any function or responsibility with respect to this Contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any Contract or 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.
- 38.2. Employee Conflict of Interest: It shall be unethical for any Hernando County employee to participate directly or indirectly in a procurement Contract when Hernando County employee knows that:
- 38.2.1. Hernando County employee or any member of Hernando County employee's immediate family has a financial interest in the procurement contract; or
- 38.2.2. Any other person, business, or organization with whom Hernando County employee or any member of a Hernando County employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement Contract; or
- 38.2.3. A Hernando County employee or any member of a Hernando County employee's immediate family who holds a financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest.
- 38.3. Former Employee Conflict of Interest: It shall be a violation for any person, business or organization contracting with County to employ in any capacity, any former County employee or member of County employee's immediate family within one year of that employee's separation from employment with the County, unless the employer or the former County employee files with the County Clerk, the County's Employment Disclosure Statement. The penalty for this violation may include disqualification of the bid submission.

**39. GRATUITIES AND KICKBACKS:**



- 39.1. Gratuities: It shall be unethical for any person to offer, give, or agree to give any Hernando County employee or former Hernando County employee, or for any Hernando County employee or former Hernando County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory 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 Subcontract, or to any solicitation or proposal therefore.
- 39.2. Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Subcontractor under a Contract to the prime Contractor or higher tier Subcontractor or any person associated therewith, as an inducement for the award of a Subcontract or order.

**40. E-VERIFY:**

- 40.1. Vendor/Contractor is advised that the County has entered into an agreement with U.S. Immigration and Customs Enforcement (ICE) wherein the County will, in part, seek to promote the principles of ethical business conduct, prevent the knowing hiring of unauthorized workers through self-governance, and encourage voluntary reporting of the discovery of unauthorized workers to ICE (the IMAGE Agreement). Accordingly, by submitting your bid, Vendor/Contractor represents and warrants (a) that the Vendor/Contractor is in compliance with all applicable federal, state and local laws, including, but not limited to, the laws related to the requirement of an employer to verify an employee's eligibility to work in the United States, (b) that all of the Vendor/Contractor employees are legally eligible to work in the United States, and (c) that the Vendor/Contractor has actively and affirmatively verified such eligibility utilizing the Federal Government's Employment Verification Eligibility Form (I-9 Form).
- 40.2. A mere allegation of Vendor/Contractor's intent to use and/or current use of unauthorized workers may not be a basis to delay the County's award of a Contract to the Vendor/Contractor unless such an allegation has been determined to be factual by ICE pursuant to an investigation conducted by ICE prior to the date the Contract is scheduled to be awarded by the County.
- 40.3. Legitimate claims of the Vendor/Contractor's use of unauthorized workers must be reported to both of the following agencies:
- 40.3.1. The County's Purchasing and Contracts Department at (352) 754-4020; and
- 40.3.2. ICE (Immigration and Customs Enforcement) at 1-866-DHS-2-ICE
- 40.4. In the event it is discovered that the Vendor/Contractor's employees are not legally eligible to work in the United States, then the County may, in its sole discretion, demand that the Vendor/Contractor cure this deficiency within a specified time frame, and/or immediately terminate the Contract without any cost or penalty to the County, and/or debar the Vendor/Contractor from bidding on all County Contracts for a period up to twenty-four (24) months, and/or take any and all legal action deemed necessary and appropriate.
- 40.5. Vendor/Contractor is encouraged (but not required) to incorporate the following IMAGE Best Practices into its business and, when practicable, incorporate verification requirements into its agreements with Subcontractors:
- 40.5.1. Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.
- 40.5.2. Use the Social Security Number Verification Service and make good faith effort to correct and verify the names and Social Security numbers of the current workforce.



- 40.5.3. Establish a written hiring and employment eligibility verification policy.
- 40.5.4. Establish an internal compliance and training program related to the hiring and employment verification process, to include, but not limited to, completion of Form I-9, how to detect fraudulent use of documents in the verification process, and how to use E-Verify and the Social Security Number Verification Service.
- 40.5.5. Require the Form I-9 and E-Verify process to be conducted only by individuals who received appropriate training and include secondary review as of each employee's verification to minimize the potential for a single individual to subvert the process.
- 40.5.6. Arrange for annual Form I-9 audits by an external auditing firm or a trained employee not otherwise involved in the Form I-9 process.
- 40.5.7. Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process.
- 40.5.8. Establish a program to assess 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.
- 40.5.9. Establish a protocol for responding to letters received from federal and state government agencies indicating that there is a discrepancy between the agency's information and the information provided by the employer or employee; for example, "no match" letters received from the Social Security Administration.
- 40.5.10. Establish a tip line mechanism (inbox, e-mail, etc.) for employees to report activity relating to the employment of unauthorized workers, and a protocol for responding to employee tips.
- 40.5.11. Establish and maintain appropriate policies, practices, and safeguards against use of the verification process for unlawful discrimination, and to ensure that U.S. Citizens and authorized workers do not face discrimination with respect to hiring, firing, recruitment or referral for a fee because of citizenship status or national origin.
- 40.5.12. Maintain copies of any documents accepted as proof of identify and/or employment authorization for all new hires.

#### **41. INSURANCE REQUIREMENTS:**

##### **41.1. INDEMNITY, SAFETY AND INSURANCE PROVISIONS:**

- 41.1.1. **INDEMNITY:** To the fullest extent permitted by Florida law, the Vendor/Contractor covenants, and agrees that it will indemnify and hold harmless the County and all of the County's officers, agents, and employees from any claim, loss, damage, cost, charge, attorney's fees and costs, or any other expense arising out of any act, action, neglect, or omission by Vendor/Contractor during the performance of the Contract, whether direct or indirect, and whether to any person or property to which the County or said parties may be subject, except that neither the Vendor/Contractor nor any of its 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.  
\*Please see attached page 16a
- 41.1.2. **PROTECTION OF PERSONS AND PROPERTY:**





**Xylem Water Solutions USA Inc.**  
2152 Sprint Blvd. Apopka Florida 32703  
Phone: 407-880-2900 • Fax: 407-880-2962

County and Contractor/Vendor waive against each other, and against the other's officers, directors, members, partners, and employees any and all claims for or entitlement to special, incidental, indirect, punitive, or consequential damages arising out of, resulting from, or related to the Contract. The parties further agree that the total liability of each party to the other for claims, costs, losses, and damages arising from this Contract shall be limited to the amount established in the Agreement as the Contract Price. The terms of this overall Limitation of Liability (but not the waiver) do not apply to or limit any claim by either party against the other based on the following: (a) costs, losses, or damages asserted by third parties for bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property; or (b) gross negligence or willful misconduct.

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

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

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

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

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

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

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

**COVERAGE AS FOLLOWS:**

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

Per Project Aggregate (if applicable)

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

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



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

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

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

**COVERAGE AS FOLLOWS:**

COMBINED SINGLE LIMIT (CSL).....	\$1,000,000
BODILY INJURY (Per Person).....	\$1,000,000
BODILY INJURY (Per Accident).....	\$1,000,000
PROPERTY DAMAGE.....	\$1,000,000

41.2.6. **[X] Not-Required** CSW (initials)

**PLEASE NOTE: If box is not checked and initialed by Chief Procurement Officer, the specified insurance below is required.**

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

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

41.2.7. **[X] Not-Required** CSW (initials)

**PLEASE NOTE: If box is not checked and initialed by Chief Procurement Officer, the specified insurance below is required.**

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

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

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

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

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

- 41.2.7.1. Date which all persons and organization that are insured under the policy agree in writing that it must be terminated;
- 41.2.7.2. Date on which final payment of this Contract has been made by County to Vendor/Contractor; or
- 41.2.7.3. Date on which the insurable interests in the property of all insured other the County have ceased.
- 41.2.7.4. Wind coverage to be included with a minimum deductible to be determined based on the project. Deductible will be a percentage based upon the total insured value.

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

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

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

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

- 41.2.10. **SUBCONTRACTORS (if applicable):** All Subcontractors hired by said Contractor is 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.

- 41.2.11. **RIGHT TO REVISE OR REJECT:** County reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, County reserves the right, but not the obligation, to review and reject any



insurer providing coverage due to its poor financial condition or failure to operating legally.

- 41.3. Each insurance policy shall include the following conditions by endorsement to the policy:
- 41.4. 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 notice that coverage no longer complies with the insurance requirements herein, **Vendor/Contractor agrees to notify the County by fax within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance.** The Certificate Holder shall read:

Hernando County Board of County Commissioners  
ATTN: Purchasing and Contracts Department  
1653 Blaise Dr.  
Brooksville, Florida 34601

- 41.4.1. Companies issuing the insurance policy, or policies, shall have no recourse against the County for payment of premiums or assessments for any deductibles as all are the sole responsibility and risk of Vendor/Contractor.
- 41.4.2. 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.
- 41.4.3. 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.
- 41.5. The Vendor/Contractor shall be required to provide a current certificate of insurance to the County prior to commencement of services.
- 41.6. 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.
- 41.7. Failure of the owner to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the owner to identify a deficiency from evidence provided shall not be construed as a waiver of the Vendor/Contractor's obligation to maintain such insurance.

**42. MINIMUM WAGE RATES:**

- 42.1. The Vendor/Contractor shall be required to pay his employees no less than the Federal Minimum Wage Rate.
- 42.2. If the Contact 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.



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

**43. SAFETY PRE-CAUTIONS:**

- 43.1. The Vendor/Contractor shall be responsible for instructing his workmen in appropriate safety measures with respect to all services provided under this Contract, and shall not permit them to place equipment in traffic lanes or other locations in such a manner as to create a safety hazard.
- 43.2. All equipment shall be equipped with all necessary safety equipment to satisfy all applicable Florida Department of Transportation and OSHA requirements.

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

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

- 45.1. All Vendors/Contractors or representatives are hereby placed on formal notice. A lobbying "Cone of Silence" period shall commence upon issuance of the solicitation until the Board selects the successful Bidder. For procurements that do not require Board approval, the "Cone of Silence" period commences upon solicitation issuance and concludes upon Contract award.
- 45.2. Neither the members of the Board of County Commissioners nor candidates for County Commission, nor any employees from the Hernando County Government, Hernando County staff members, nor any members of the evaluation team are to be lobbied, either individually or collectively, concerning this project. Vendors/Contractors or representatives who intend to submit bids, or have submitted bids, for this project are hereby placed on formal notice that they are not to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County. Any such lobbying activities may cause immediate disqualification from this project.



**46. CLAIMS:**

- 46.1. Chief Procurement Officer's Decision Required: All claims, except those waived, shall be referred to the Chief Procurement Officer for decision.
- 46.2. Notice: Written notice stating the general nature of each claim shall be delivered by the claimant to the Chief Procurement Officer and the other party to the Contract promptly (but in no event later than thirty (30) days) after the start of the event giving rise thereto. The responsibility to substantiate a claim shall rest with the party making the claim. Notice of the amount or extent of the claim, with supporting data, shall be delivered to the Chief Procurement Officer and the other party to the Contract within sixty (60) days after the start of such event (unless the Chief Procurement Officer allows additional time for claimant to submit additional or more accurate data in support of such claim). A claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 11.3 and Paragraph 52. A claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 11.1. 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).
- 46.3. Chief Procurement Officer's Action: Chief Procurement Officer will review each claim and, within thirty (30) days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
- 46.3.1. deny the claim in whole or in part,
- 46.3.2. approve the claim, or
- 46.3.3. notify the parties that the Chief Procurement Officer is unable to resolve the claim if, in the Chief Procurement Officer's sole discretion, it would be inappropriate for the Chief Procurement Officer to do so. For purposes of further resolution of the claim, such notice shall be deemed a denial.
- 46.4. In the event that Chief Procurement Officer does not take action on a claim within said thirty (30) days, the claim shall be deemed denied.
- 46.5. Chief Procurement Officer's written action or denial will be final and binding upon Owner and Vendor/Contractor, unless Owner or Vendor/Contractor invoke the dispute resolution procedure within thirty (30) days of such action or denial.

**47. DISPUTE RESOLUTION:**

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



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

47.3.1. agrees with the other party to submit the claim to another dispute resolution process, or

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

#### **SECTION IV - SPECIAL CONDITIONS**

48. **F.O.B. POINT:** The F.O.B. point shall be installed at the location(s) specified herein. Bids showing other than F.O.B. Destination will not be accepted. The bid shall include all costs of packaging, transporting, delivery and unloading (THIS INCLUDES INSIDE DELIVERY IF REQUESTED) to designated point within the County.

49. **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.

50. **EQUIPMENT/SERVICE:**

50.1. 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.

50.2. All equipment must be new, or current manufacturer in production at the time of bid opening and carry standard warranties. The awarded Vendor/Contractor must service all equipment prior to delivery.

50.3. Bids will be considered only on equipment which can, on short notice, be serviced and maintained by the successful bidder. At the time of bid opening, the bidder must be an authorized dealer, distributor, and/or representative of the manufacturer for the brand/model being bid. For the purposes of this bid solicitation, dealer, distributor, and/or representative means a firm or person that owns, operates, or maintains a store, warehouse, or other establishment in which materials, supplies, parts, articles, or equipment of the general character described in the specifications are bought, kept in stock and sold commercially or to the general public in the usual course of business. The bidder must maintain a normal supply of repair parts and be equipped with personnel and facilities to provide such service as necessary to keep the equipment in operation with a minimum of delay. Failure to meet these requirements, in the County's sole opinion, may be cause for rejection.

50.4. Bidder 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 Bid Form.

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

52. **PRICE ADJUSTMENT:** Written request for price adjustments may be made every twelve (12) months, no less than thirty (30) days prior to the requested effective date. Any increased price adjustment(s) must be accompanied by written justification attesting that the request is a bonafide cost increase to the Vendor/Contractor. The base period for any requested adjustment shall be the beginning of the latest period



during which an adjustment may have been made. For example, if annual adjustments may be requested under a three-year Contract and none is requested after the first two (2) years, the base period for an adjustment effective the third year shall be the beginning of the second year. All requests for price adjustment(s) shall be supported by Consumer Price Index and/or Producer Price Index documentation supporting the requested increase. The maximum allowable increase shall not exceed four percent (4%). All price adjustments must be accepted by the Chief Procurement Officer and shall be accomplished by written amendment to this Contract.

53. **MARKET CONDITIONS:** The County reserves the right to purchase on the open market should lower market prices prevail, at which time the Vendor/Contractor shall have the option of meeting the lower price or relieving the County of any obligation previously understood.
54. **CHANGES - SERVICE CONTRACTS:**
- 54.1. The County may at any time by issuance of an executed change order make changes within the general scope of the Contract in any of the following areas:
- 54.1.1. Description of services to be performed.
  - 54.1.2. Time of performance (i.e., hours of the day, days of the week, etc.).
  - 54.1.3. Place of performance of the services.
- 54.2. If additional work or other changes are required in the areas described above, a price proposal will be required from the Vendor/Contractor. Upon negotiation of the proposal, execution and receipt of the change order, the Vendor/Contractor shall commence performance of the work as specified.
- 54.3. The Vendor/Contractor shall not commence the performance of additional work or other changes not covered by this Contract without an executed change order issued by the Purchasing and Contracts Department. If the Vendor/Contractor performs additional work beyond the specific requirements of this Contract without an executed change order, it shall be at his/her own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.
55. **METHOD OF ORDERING:** The County will issue purchase orders against the Contract on an as needed basis for the supplies or services listed on the Bid Form.
56. **CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER - TERM CONTRACTS:** It is hereby made a part of this Invitation for Bid that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God that Hernando County shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the County. Vendor/Contractor agrees to rent/sell/lease all goods and services to the County or other governmental entities as opposed to a private citizen, on a first priority basis. The County expects to pay contractual prices for all products or services required during an emergency situation. Vendor/Contractor shall furnish a twenty-four (24) hour phone number and email address in the event of such an emergency.
57. **ADDITIONAL ITEMS:** The award of the bid shall be based on the fixed price submitted for the items on the Bid Form attached to these Bid Documents. Additional items not on the current bid form may be added from time to time. However, the County will obtain quotes from at least three Vendor/Contractors who have already submitted bids and these items will be added to the low responsive and responsible Bidder's Contract without the need for an Amendment to the Contract.
58. **MANUFACTURER ITEM RETIREMENT/UPGRADE:** Should the Manufacturer retire or upgrade any item with a change to the part number, the upgraded item will automatically be added to the Contract without the need for an Amendment to the Contract. The replacement item must meet or exceed the product standard of the item being replaced. The Hernando County Project Manager shall be notified of the change and will need to approve or reject the substitution. Any retired item will automatically be removed from the Contract

without the need for an Amendment to the Contract. Any retired item shall continue to be supported for the life of the warranty.

### **SECTION V: SCOPE AND SPECIFICATIONS**

59. **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.
60. **SCOPE OF WORK:** The Vendor/Contractor will supply all materials, labor, and equipment in order to accomplish the supply of Ebara, Homa, Barnes and/or Flygt Submersible Sewage Pumps and Accessories on an as-needed basis, as described in the specifications and construction plans showing the proposed improvements in Hernando County, Florida.
61. **GENERAL REQUIREMENTS AND TECHNICAL SPECIFICATIONS:**
- 61.1. The pumps identified on the Bid Form in Section VI represent the equipment that is able to pump the required gallons per minute based on the pump curve of the Ebara, Homa, Barnes and/or Flygt pumps. Our system has been standardized to these four (4) brands only; no other pump brands are allowed.
  - 61.2. Pump equipment is required that is equivalent to this pump curve performance – curve for curve.
  - 61.3. Submersible Sewage Pumps and Accessories are to be suitable for continuous duty operation in commercial/industrial applications.
  - 61.4. The motor and pump must be designed, manufactured, and assembled by the same manufacturer.
  - 61.5. Vendor/Contractor is responsible for updating any model numbers that have changed.
62. **WARRANTY:** The Standard Manufacturer's Warranty applies. Warranty information must accompany the bid submission.
63. **MANUALS:** A copy of the following manuals must be delivered with each piece of equipment purchased:
- 63.1. Parts Manual
  - 63.2. Maintenance & Service Manual
64. **IN-HOUSE REPAIR:** Vendor/Contractor shall have a full in-house repair facility to perform warranty repairs. Non-warranty repairs shall require a written quote detailing parts and labor required and pricing. Quotes shall be valid for 60 days. Non-warranty work shall be performed only after approval by Hernando County Utilities Department in writing.

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



**SECTION VI: BID FORM  
ITB NO. 18-T00028/DK – SUBMERSIBLE SEWAGE PUMPS AND ACCESSORIES**


The Vendor/Contractor shall provide all labor and other resources necessary to provide the supplies, equipment and/or services in strict accordance with the specifications defined in this solicitation for the amounts specified in this Bid Form, inclusive of overhead, profit and any other costs.

Flygt Products: Model numbers are unknown, Bidder shall indicate Pump Model comparable to the known pumps identified each line.

**PART I - PUMPS - if the model number is missing indicate comparable number to the known pumps identified.**

ITEM NO.	EBARA MODEL NO	UNIT PRICE	HOMA MODEL NO.	UNIT PRICE	BARNES MODEL NO.	UNIT PRICE	FLYGT MODEL NO.	UNIT PRICE
1	32DGUII61.5S2; HP2; Phase-Single; 230		GRP19/1 – 320/1/60 – 2		SGVF2022L; HP2		NTO	
2	32DGFU61.5S2; HP2; Phase-Single; 230		GRP19/1 – 230/1/60 – 2		SGVF2022L; HP 2		NTO	
3	50DWXU61.5S2; HP2; Phase-Single; 230		CTP50M29-2-1		2SEV2022L; HP 1.5		NTO	
4	80DLU61.5S; HP2; Phase-Single; 230		AMX 334/1 – 155/3.6D/C		3SE2024L; HP2		NTO	
5	50DGFU62.2S2; HP3; Phase-Single; 230		GRP26/1 – 230/1/60 – 3		SGV3072L; HP 3		NTO	
6	80DVBU62.2S2; HP3; Phase-Single; 230		AV334/1-185/5.1T/C-230/1/60-3		4SEV2824DS VORTEX; HP 2.8		NTO	
7	80DVBU62.2S2; HP3; Phase-Single; 230		AMX434/1-155/4D/C 208-230V/1/60Hz-3.6		4SEV2824DS VORTEX; HP 2.8		NTO	
8	80DLMKU62.2S; HP3; Phase-Single; 230						NTO	
9	100DLU62.2S2; HP3; Phase-Single; 230		AMX434/1-178/4D/C 208-230V/1/60Hz-3.6		4SE2824L; HP 2.8		NTO	
10	50DGFU63.7S2; HP5; Phase-Single; 230		GRP41/1 – 230/1/60 – 5		SGV5022L; HP5		NTO	
11	80DLU6.37S; HP5; Phase-Single; 230		AMX334/1-184/5T/C – 230/1/60 – 5		4SE5024L; HP5		NTO	

Xylem Water Solutions USA Inc.  
Company Name

  
Authorized Signature

**SECTION VI: BID FORM**

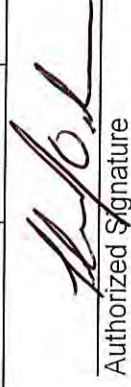
**ITB NO. 18-T00028/DK – SUBMERSIBLE SEWAGE PUMPS AND ACCESSORIES**

Flygt Products: Model numbers are unknown, Bidder shall indicate Pump Model comparable to the known pumps identified each line.

**PART I – PUMPS - if the model number is missing indicate comparable number to the known pumps identified. (CONTINUED)**

ITEM NO.	EBARA MODEL NO	UNIT PRICE	HOMA MODEL NO.	UNIT PRICE	BARNES MODEL NO.	UNIT PRICE	FLYGT MODEL NO.	UNIT PRICE
12	80DVBU63.7S2; HP5; Phase-Single; 230		AV334/1-195/5.1T/C-230/1/60-5		4SEV3724DS VORTEX; HP 3.7		NTO	
13	100DLMU63.7S2; HP5; Phase-Single; 230		AMX434/1-184/5T/C 208-230V/1/60Hz-5		4SE5024L; HP5		NTO	
14			AMX434/1-218/9.7T/C 208-230V/1/60HZ				NTO	
15	80DLMFU61.5; HP2; Phase-Three; 230/460		AMX434-142/1.6C 208 230, 460V/3/60Hz-1.6		4SE2894L; HP 2.8		CP3085/3hp/434	\$4,360.00
16	80DLMKFU61.5; HP2; Phase-Three; 230/460						NP3085/2.2/453	\$4,415.00
17	100DLFU61.5; HP2; Phase-Three; 230/460		AMX434-155/4.0D/C-230/460-2		4SE2894L; HP 2.8		NP3085/3hp/463	\$5,188.00
18	32 DGFU61.5; HP2; Phase-Three; 230/460		GRP19/3 – 230/460 – 2		SGVF2032L; HP 2		MF3085/4hp/257	\$3,473.00
19	50DGFU62.2; HP3; Phase-Three; 230/460		GRP26/1 – 230/460 – 3		SGV3032L; HP 3		MP3069/3.8/254	\$2,173.00
20	80DLMFU62.2; HP3; Phase-Three- 230/460		AMC334-178/4D/C-230/460-3		3SE3034L; HP 3		NP3085/4hp/256	\$5,398.00
21	80DLMKFU62.2; HP3; Phase-Three- 230/460						NP3085/3hp/462	\$5,188.00
22	100DLFU622; HP3; Phase-Three; 230/460		AMX434-178/4D/C-230/460-3		4SE3794L; HP 3.7		NP3085/3hp/462	\$5,188.00
23	80CML62.2; HP3; Phase-Three; 230/460		AMX334-178/4.0D/C-230/460-3		4SE3794L; HP 3.7		CP3085/3hp/434	\$4,360.00

Xylem Water Solutions USA Inc.  
Company Name



Authorized Signature

**SECTION VI: BID FORM**



**ITB NO. 18-T00028/DK – SUBMERSIBLE SEWAGE PUMPS AND ACCESSORIES**

Flygt Products: Model numbers are unknown, Bidder shall indicate Pump Model comparable to the known pumps identified each line.

**PART I – PUMPS - if the model number is missing indicate comparable number to the known pumps identified. (CONTINUED)**

ITEM NO.	EBARA MODEL NO	UNIT PRICE	HOMA MODEL NO.	UNIT PRICE	BARNES MODEL NO.	UNIT PRICE	FLYGT MODEL NO.	UNIT PRICE
24	80 DVBFU62.2; HP3; Phase-Three; 230/460		AV444-185/5.5T/C-230/460-3		4SEV2824DS VORTEX; HP 2.8		NP3085/3hp/462	\$5,188.00
25	80DLFU62.2; HP3; Phase-Three; 230/460		AMX434-155/4D/C 208-230, 460V/3/60Hz-3.6		3SE3034L; HP 3		NP3085/3hp/462	\$5,188.00
26	80DLKFU62.2; HP3; Phase-Three; 230/460						NP3085/3hp/462	\$5,188.00
27	80DLFU63.7; HP5; Phase-Three; 230/460		AMX434-184/4D/C 208-230, 460V/3/60Hz-4		4SE5094L; HP 5		NP3102/5hp/463	\$6,270.00
28	80DLKFU63.7; HP5; Phase-Three; 230/460						NP3102/5hp/463	\$6,270.00
29	50DGFU63.7; HP5; Phase-Three; 230/460		GRP37/7 – 230/460 – 5		SGV5032L; HP 5		MP3102/6Hp/263	\$5,287.00
30	50DGFU63.74; HP5; Phase-Three; 460		GRP41/3 – 460/3/60 – 5		SGV5042L; HP 5		MP3102/6hp/263	\$5,287.00
31	80DVBFU63.7; HP5; Phase-Three; 230/460		AV444-185/5.5T/C-230/460-3		4SEV3794DS VORTEX; HP 3.7		NP3102/5hp/465	\$6,270.00
32	100DLFU63.7; HP5; Phase-Three; 230/460		AMX434-193/5.5T/C-230/460-5		4SE5094L; HP 5		NP3102/5hp/464	\$6,270.00
33	100DLKFU63.7; HP5; Phase-Three; 230/460						NP3102/5hp/463	\$6,270.00
34	80DLMFU65.5; HP 7.5; Phase-Three; 230/460		AMX434-218/10.4T/C-230/460-7.5		SHVA100N2/125498; HP 10		NP3127/7.5/489	\$8,555.00
35	80DLMKFU65.5; HP 7.5; Phase-Three; 230/460						NP3127/10/488	\$9,263.00

Xylem Water Solutions USA Inc.  
Company Name



Authorized Signature

SECTION VI: BID FORM  
 ITB NO. 18-T00028/DK – SUBMERSIBLE SEWAGE PUMPS AND ACCESSORIES

Flygt Products: Model numbers are unknown, Bidder shall indicate Pump Model comparable to the known pumps identified each line.

**PART I – PUMPS - if the model number is missing indicate comparable number to the known pumps identified. (CONTINUED)**

ITEM NO.	EBARA MODEL NO	UNIT PRICE	HOMA MODEL NO.	UNIT PRICE	BARNES MODEL NO.	UNIT PRICE	FLYGT MODEL NO.	UNIT PRICE
36	80DVFU65.5; HP 7.5; Phase-Three; 230/460		AMX334-208/7.5T/C		SHVA100N2/125498; HP 10		NP3102/5hp/462	\$6,270.00
37	100DVFU65.5; HP7.5 Phase-Three; 230/460						NP3102/5hp/464	\$6,270.00
38	80DLCMFU67.52 HP 10; Phase 3 230/460						NP3120/10/488	\$9,263.00
39	80DVFU67.5; HP 10; Phase-Three; 230/460		AMX334-228/10.4T/C		SHVA100N2/125498; HP10		NP3127/7.5/489	\$8,555.00
40	100DLMFU67.5; HP 10; Phase-Three; 230/460		AMX434-218/10.4T/C-230/460-10.4		4SE11334L; HP 11.3		NP3127/10/488	\$9,263.00
41	100DLMKFU67.5; HP 10; Phase-Three; 230/460						NP3127/10/488	\$9,263.00
42	100DLMFU611; HP 15; Phase-Three; 230/460-V						NP3153/15/465	\$14,255.00
43	100DLMKFU611; HP 15; Phase-Three; 230/460-V						NP3153/15/464	\$14,255.00
44	80DLCMFU611; HP15; Phase-Three; 230/460-V		AMX444-260/20P/C-230/460-15		4XSE20034A; HP 20		NP3153/15/464	\$14,255.00
45	80DLCMFU611; HP15; Phase-Three; 230/460-V						NP3153/20/463	\$15,112.00
46	80DVBFU611; HP15; Phase-Three; 230/460		AMX334-250/13P/C		4SE15024DS VORTEX; HP 15		NP3127/10/488	\$9,263.00

Xylem Water Solutions USA Inc  
 Company Name

  
 Authorized Signature



SECTION VI: BID FORM  
 ITB NO. 18-T00028/DK – SUBMERSIBLE SEWAGE PUMPS AND ACCESSORIES


Flygt Products: Model numbers are unknown, Bidder shall indicate Pump Model comparable to the known pumps identified each line.

**PART I – PUMPS - if the model number is missing indicate comparable number to the known pumps identified. (CONTINUED)**

ITEM NO.	EBARA MODEL NO	UNIT PRICE	HOMA MODEL NO.	UNIT PRICE	BARNES MODEL NO.	UNIT PRICE	FLYGT MODEL NO.	UNIT PRICE
47	100DVBFU611; HP 15; Phase-Three; 230/460		AMX334-250/13P/C		4SE11334DS VORTEX; HP 11.3		NP3127/10/438	\$9,263.00
48	80DVCBFU615; HP20; Phase-Three; 230/460		AV332-185/30P/C		SHVB25042/125499; HP 25		NP3153/20/461	\$15,112.00
49	100DLMFU615; HP20 Phase-Three; 230/460		AMX444-240/20P/C-230/460 20		4XSE20034A- HP 20		NP3153/20/462	\$15,112.00
50	100DLMkFU615; HP20 Phase-Three; 230/460						NP3153/20/462	\$15,112.00
51	100DLKFU615; HP20; Phase-Three; 230/460						NP3153/20/463	\$15,112.00
52	150DLFU615; HP20; Phase-Three; 230/460		AMX844-260/20P/C-460/3/60-20		6SE24034L; HP 24		NP3153/20/433	\$15,112.00
53	150DLKFU615; HP20; Phase-Three; 230/460						NP3153/20/433	\$15,112.00
54	80DVCFU618; HP 25; Phase-Three; 230/460		AMX444-300/29P/C-230/460-25		SHVB25042/125499; HP 25		NP3153/20/461	\$15,112.00
55	100DLMFU618; HP25; Phase-Three; 230/460		AMX444-290/29P/C-460/3/60-25		4SHMD25044; HP 25		NP3171/25/454	\$20,437.00
56	100DLMkFU618; HP25; Phase-Three; 230/460						NP3171/25/454	\$20,437.00
57	100DLFU622; HP30; Phase-Three; 230/460		AMX444-280/29P/C-230/460-30		4SHMD3044; HP 30		NP3171/34/454	\$23,546.00
58	100DLKFU622; HP 30; Phase-Three; 230/460		AMX444-310/39F/C		4SHDI40044; HP 30		NP3171/30/454	\$22,640.00

Xylem Water Solutions USA Inc.

Company Name

  
 Authorized Signature

SECTION VI: BID FORM

ITB NO. 18-T00028/DK – SUBMERSIBLE SEWAGE PUMPS AND ACCESSORIES

Flygt Products: Model numbers are unknown, Bidder shall indicate Pump Model comparable to the known pumps identified each line.

PART I – PUMPS - if the model number is missing indicate comparable number to the known pumps identified. (CONTINUED)

ITEM NO.	EBARA MODEL NO	UNIT PRICE	HOMA MODEL NO.	UNIT PRICE	BARNES MODEL NO.	UNIT PRICE	FLYGT MODEL NO.	UNIT PRICE
59	100DLMKFU622;HP30; Phase-Three; 230/460						NP3171/34/453	\$23,546.00
60	150DLFU622; HP 30; Phase-Three; 230/460		AMX644-290/29 P/C 208-230; 460V/3/60Hz-29		6SE30034L; HP 48		NP3171/30/434	\$22,968.00
61	150DLKFU622; HP 30; Phase-Three; 230/460							
62	250DLKFU622; HP30; Phase-Three; 230/460						NP3171/30/434	\$22,968.00
63	150DLFU630; HP 40; Phase-Three; 230/460		AMX644-310/39 F/C 208-230-460V/3/60Hz-39		6SE48044HL; HP 48		NP3171/30/435	\$22,968.00
64	150DLFU6454; HP 60; Phase-Three; 460		AMX644-350/70G/C -- 460/3/60 -- 60		6SE75044HL; HP 75		NP3202/45/462	\$28,030.00
65	250DLFU6454;HP60; Phase-Three; 460						NP3202/70/458	\$42,151.00
66			AKX846-400-64G				NT0	\$42,151.00
67					6SHDK60044		NT0	

PART I SUB-TOTAL: \$637,962.00

Xylem Water Solutions USA INC.  
Company Name

  
Authorized Signature



SECTION VI: BID FORM  
 ITB NO. 18-T00028/DK – SUBMERSIBLE SEWAGE PUMPS AND ACCESSORIES

PART II – ACCESSORIES - if the model number is missing indicate comparable number to the known pumps identified.

ITEM NO.	EBARA MODEL NO	UNIT PRICE	HOMA MODEL NO.	UNIT PRICE	BARNES MODEL NO.	UNIT PRICE	FLYGT MODEL NO.	UNIT PRICE
1	QDC LM050 2" Quick Disconnect		BPIU.22 2" Quick Disconnect		POF-0200		NT0	
2	QDC LM065 2.5" Quick Disconnect				N/A		NT0	
3	QDC LM080 3" Quick Disconnect		13442.003.3 Quick Disconnect		POF-0300		POF-0300	\$246.00
4	QDC LL080 3" Quick Disconnect						NT0	
5	QDC LL100 4" Quick Disconnect		BPIUG.24 4" Quick Disconnect		POF-0400		POF-0400	\$330.00
6	QDC LL125 4" Quick Disconnect						NT0	
7	QDC LL150 6" Quick Disconnect		BPIUG.26 6" Quick Disconnect		POF-0600		POF-0600	\$408.00
8	2.5 x 3 Discharge Elbow						NT0	
9	3 x 3 Discharge Elbow		3 x 3 Discharge Elbow		BERS-0300V		3x3 Disch.	\$627.00
10	3 x 4 Discharge Elbow		4 x 4 Discharge Elbow		BERS-0400		NT0	
11	4 x 4 Discharge Elbow		6 x 6 Discharge Elbow		BERS-0600		4x4 Disch.	\$766.00
12	6 x 6 Discharge Elbow		1" 304SS UGRB		UGB-STNLS		6x6 Disch.	\$1,138.00
13	1" 304 S/S UGRB		1" 304SS UGRB		UGB-0150		NT0	
14	1" 304 S/S UGRB		2" 304SS UGRB		UGB-0200		NT0	
15	2" 304 S/S UGRB		4 x 4 Discharge Elbow		BERS-0400		2" 316SS UGRB	\$181.00

PART II SUB-TOTAL: \$3,696.00

Xylem Water Solutions USA Inc  
 Company Name

  
 Authorized Signature

SECTION VI: BID FORM  
ITB NO. 18-T00028/DK – SUBMERSIBLE SEWAGE PUMPS AND ACCESSORIES

TOTAL BASE BID (including Parts I – II): \$641,658.00

TOTAL BASE BID (in words): Sixhundredfourtyone thousand sixhundred fifty eight

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

Xylem Water Solutions USA Inc.

COMPANY NAME

2152 Sprint Blvd.

MAILING ADDRESS

Apopka Fl. 32703

CITY, STATE, ZIP CODE

407-880-2900

TELEPHONE NUMBER

Steve Dennis

CONTACT PERSON

407-880-2962

FAX NUMBER

Direct Sales Rep.

TITLE

steve.dennis@xyleminc.com

EMAIL ADDRESS



AUTHORIZED SIGNATURE

Inquiries regarding this Invitation for bid may be directed to Diane Kafrissen, Purchasing Agent, at telephone number 352-754-4020 or email purchasing@hermandocounty.us with a copy to dkafrissen@hermandocounty.us.

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



**SECTION VII - REQUIRED FORMS AND CERTIFICATIONS**

**ATTACHMENT 1**

**STATEMENT OF NO BID**

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

**Hernando County  
Purchasing and Contracts Department  
1653 Blaise Drive  
Brooksville, FL 34601**

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

Reason:

- Specifications too tight, geared toward one brand or manufacturer (explain below)
- Insufficient time to respond.
- Specifications unclear (explain below)
- We do not offer this product/services.
- Our present schedule does not permit us to perform.
- Unable to meet specifications or provide services.

Remarks:

\_\_\_\_\_  
\_\_\_\_\_

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

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

PHONE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ TITLE: \_\_\_\_\_

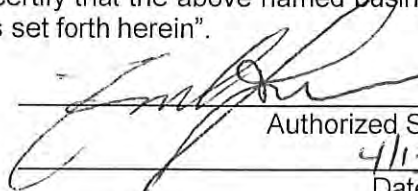
**SECTION VII - REQUIRED FORMS AND CERTIFICATIONS**

**ATTACHMENT 2**

**DRUG FREE WORKPLACE CERTIFICATE**

I, the undersigned, in accordance with Florida Statute 287.087 (current edition), hereby certify that, (print or type name of firm) Xylem Water Solutions USA Inc.

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


  
 \_\_\_\_\_  
 Authorized Signature  
 4/13/18  
 \_\_\_\_\_  
 Date Signed

State of: Florida

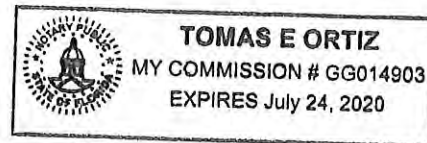
County of: Orange

Sworn to and subscribed before me this 13 day of April, 2017

Personally known TS or Produced Identification \_\_\_\_\_  
(Specify Type of Identification)

  
 \_\_\_\_\_  
 Signature of Notary

My Commission Expires: July, 24, 2020



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



**SECTION VII - REQUIRED FORMS AND CERTIFICATIONS**

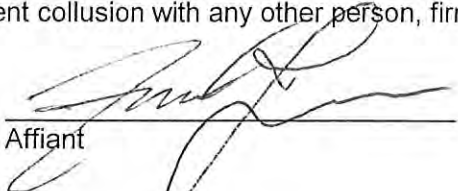
**ATTACHMENT 3**

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

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

Xylem Water Solutions USA Inc. Flygt Products

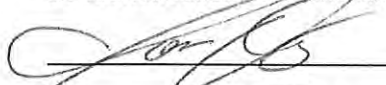
Frank Jones, Branch Manager, \* being first duly sworn, deposes and says that he (it) is the Vendor/Contractor in the above bid/proposal, that the only person or persons interested in said proposal are named therein; that no officer, employee or agent of the Hernando County BCC or of any other Vendor/Contractor is interested in said bid/proposal; and that affiant makes the above bid/proposal with no past or present collusion with any other person, firm or corporation.

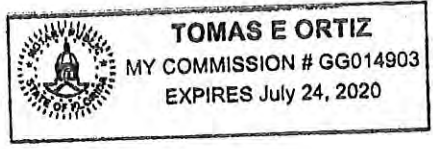
  
\_\_\_\_\_  
Affiant

STATE OF Florida  
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 13 day of April, 20 17

by Frank Jones, who is personally known to me or who has produced as identification and who did take an oath.

  
\_\_\_\_\_  
Notary Public: Tomas E. Ortiz  
My Commission Expires: July 24, 2020



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

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

**SECTION VII - REQUIRED FORMS AND CERTIFICATIONS****ATTACHMENT 4****SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a),  
FLORIDA STATUTES (CURRENT EDITION), IN PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to

\_\_\_\_\_ County of Hernando \_\_\_\_\_

\_\_\_\_\_ by Frank Jones, Branch Manager Apopka, Fl. \_\_\_\_\_  
[print individual's name and title]

\_\_\_\_\_ for Xylem Water Solutions USA Inc. Flygt Products \_\_\_\_\_  
[print name of entity submitting sworn statement]

whose business address is 2152 Sprint Blvd. Apopka Fl. 32703

(if applicable) its Federal Employer Identification Number (FEIN) is 45-2080074

(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement) : \_\_\_\_\_

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



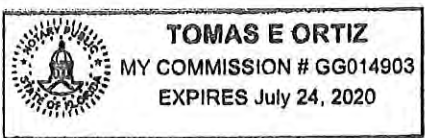
- 5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes (current edition), means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which Proposals or applies to Proposal on Contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- 6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement: [indicate which statement applies]
  - Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
  - The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
  - The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list [attach a copy of the final order].

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

  
 [signature] 4/13/18  
 [date]

STATE OF FLORIDA  
 COUNTY OF Orange

PERSONALLY APPEARED BEFORE ME, the undersigned authority  
Frank Jones who, after first being  
 [Name of Individual Signing]  
 sworn by me, affixed his signature in the space provided above on this



13 day of April  
 NOTARY PUBLIC

My commission expires: July, 24, 2020

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


**SECTION VII - REQUIRED FORMS AND CERTIFICATIONS**

**ATTACHMENT 5**

**AUTHORIZED SIGNATURES/NEGOTIATORS**

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

Name	<u>Steve Dennis</u>	Title	<u>Sales Rep</u>	Phone No.	<u>407-880-2900</u>
	<u>Tom Osborne</u>		<u>Inside Sales</u>		<u>407-880-2900</u>
	_____		_____		_____
	_____		_____		_____

  
 \_\_\_\_\_  
 (Signature)  
Branch Manager  
 \_\_\_\_\_  
 (Title)

Xylem Water Solutions USA Inc.  
(Name of Business)

The Vendor/Contractor shall complete and submit the following information with the bid or proposal:

**Type of Organization**

\_\_\_\_\_ Sole Proprietorship      \_\_\_\_\_ Partnership

\_\_\_\_\_ Joint Venture      XX Corporation

**State of Incorporation:** Delaware

Federal I.D. is 45-2080074

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



**SECTION VII - REQUIRED FORMS AND CERTIFICATIONS**

**ATTACHMENT 6**

**VENDOR REGISTRATION HERNANDO COUNTY, FL**

To be completed by vendor:

Vendor type:

- (  ) Corporation
- (  ) Partnership
- (  ) Sole Proprietorship
- (  ) Other \_\_\_\_\_(Explain)

Federal Employer Identification

Number or Social Security Number: 45-2080074

Please attach your completed W-9 Form

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

Firm Name: Xylem Water Solutions USA Inc. Flygt Products

Mailing Address: 2152 Sprint Blvd

City Apopka State FL Zip 32703

Telephone No. 407-880-2900 Fax No. 407-880-2962

Web Address: WWW.Xylem.Com EMail Steve.Dennis@XylemInc.com

Commodity or Service Supply: Commodity

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

Firm Name: Xylem Water Solutions USA Inc.

Mailing Address: 26717 Network Place

City Chicago State Il. Zip 60673-1267

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

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

Signature: \_\_\_\_\_

Name & Title Printed: Frank Jones, Branch Manager

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

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Xylem Water Solutions USA, Inc.</b>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>  <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. <b>14125 South Bridge Circle</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Charlotte, NC 28273</b>	
7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number											
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> </tr> </table>											
OR											
Employer identification number											
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">4</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">5</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">-</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">2</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">0</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">8</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">0</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">0</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">7</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">4</td> </tr> </table>	4	5	-	2	0	8	0	0	7	4	
4	5	-	2	0	8	0	0	7	4		

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <b>1/2/2018</b>
------------------	----------------------------	------------------------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



**SECTION VII - REQUIRED FORMS AND CERTIFICATIONS**

**ATTACHMENT 7**

**LOCAL VENDOR AFFIDAVIT OF ELIGIBILITY**

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

1. This sworn statement is submitted to \_\_\_\_\_

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

by Frank Jones, Branch Manager

[Print individual's name and title]

for Xylem Water Solutions USA Inc.

[Print name of Company/Individual submitting sworn statement]

Whose business address is 2152 Sprint Blvd. Apopka Fl. 34788

(If applicable) its Federal Employer Identification Number (FEIN) is 45-2080074

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

2. **LOCAL PREFERENCE ELIGIBILITY**

A. Vendor/Individual has been in business in Hernando County for a minimum of twelve (12) months prior to date of bid or quote? \_\_\_\_\_ YES XX NO

B. Hernando County Local Business Tax Receipt Submitted with Affidavit:

YES \_\_\_\_\_ NO XX

C. Proof of Business License and/or Real Property Tax Submitted with Affidavit:

YES \_\_\_\_\_ NO XX

D. Copy of Florida Division of Corporations Annual Report Submitted with Affidavit:

YES \_\_\_\_\_ NO XX

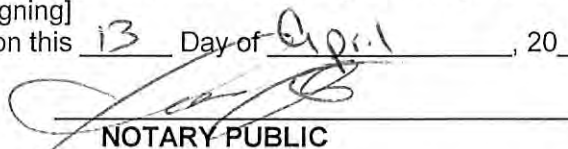
I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE HERNANDO COUNTY PURCHASING AND CONTRACTS FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM SHALL BE SUBMITTED WITH EACH BID OR QUOTE SUBMITTED TO HERNANDO COUNTY.

[Signature] 

[Date] 4/13/18

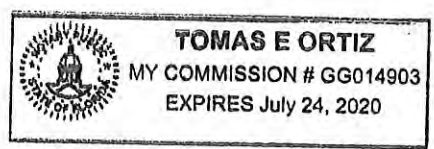
STATE OF FLORIDA  
COUNTY OF Orange

PERSONALLY APPEARED BEFORE ME, the undersigned authority Frank Jones Who, after first being Sworn by me, affixed his signature  
[Name of Individual Signing]  
in the space provided above on this 13 Day of April, 20 18

  
NOTARY PUBLIC

My commission expires: July, 24, 2020

Personally Known  or Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_





**SECTION VII - REQUIRED FORMS AND CERTIFICATIONS****ATTACHMENT 8****E-VERIFY CERTIFICATION**Bid/Contract No: 18-T00028/DK

Financial Project No(s): \_\_\_\_\_

Project Description: Providing Various sizes of submersible sewage pumps and accessories for the Hernando County Utilities Dept.

Vendor/Contractor acknowledges and agrees to the following:

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

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

Company/Firm: Xylem Water Solutions USA Inc.Authorized Signature: Print Name: Thomas J OsborneTitle: Inside SalesDate: April 17, 2018**This document must be completed and returned with your Submittal.**

**SECTION VII - REQUIRED FORMS AND CERTIFICATIONS****ATTACHMENT 9****REFERENCES**

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

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

<b>FIRM NAME AND ADDRESS</b>	<b>CONTACT PERSON</b>	<b>TELEPHONE/FAX NUMBERS</b>
<u>Pinellas Co. Util.</u> <u>South Cross AWRP</u> <u>7401 54th Ave. N.</u> <u>St. Petersburg Fl.</u> <u>33709</u>	<u>Ron Moretuzzo</u>	<u>727-582-7022</u> <u>727-582-7005</u>
	<b>EMAIL ADDRESS</b>	<u>rmoretuz@co.pinellas.fl.us</u>

Contract Date(s): 2015-2018

<b>FIRM NAME AND ADDRESS</b>	<b>CONTACT PERSON</b>	<b>TELEPHONE/FAX NUMBERS</b>
<u>City of Tampa</u> <u>Wastewater Dept.</u> <u>2700 Maritime Blvd.</u> <u>Tampa Fl. 33605</u>	<u>Tony Leon</u>	<u>813-247-3451</u> <u>813-247-5312</u>
	<b>EMAIL ADDRESS</b>	<u>anthony.leon@tampagov.net</u>

Contract Date(s): Annual

<b>FIRM NAME AND ADDRESS</b>	<b>CONTACT PERSON</b>	<b>TELEPHONE/FAX NUMBERS</b>
<u>Hillsborough Co.</u> <u>Public Works Dept.</u> <u>925E. Twiggs St.</u> <u>Tampa Fl. 33602</u>	<u>Frank Ferlita</u>	<u>813-272-5977</u>
	<b>EMAIL ADDRESS</b>	<u>ferlitaf@hillsboroughcounty.o</u>

Contract Date(s): Annual

Xylem Water Solutions USA Inc  
Company Name

  
Authorized Signature

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



**SECTION VII - REQUIRED FORMS AND CERTIFICATIONS**

**ATTACHMENT 10**

**ADDENDUM ACKNOWLEDGEMENT**

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

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

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

Xylem Water Solutions USA Inc  
Company Name

  
Authorized Signature

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