

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA • NOVEMBER 9, 2021

City Commission Chamber

Regular City Commission Meeting

6:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

City Clerk's office: (386) 248-9441 - Fax: (386) 248-9448



City Commission Chamber
City Hall
1065 Ridgewood Avenue
Holly Hill, FL 32117

CITY COMMISSION MEMBERS

Mayor
Chris Via

District 1 - Commissioner
John Penny

District 3 - Commissioner
John C. Danio

District 2 - Commissioner
Penny Currie

District 4 - Commissioner
Roy Johnson

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

- a. Roll Call
- b. Invocation by City Commissioner John Penny
- c. Pledge of Allegiance

2. PRESENTATIONS

- A. Police Officer Robert Culver - Retirement 20 Yrs of Service
- B. Police Investigator Jeff Traylor - Retirement 24 Yrs of Service

3. PUBLIC COMMENTS**4. APPROVAL OF MINUTES**

- 1. Minutes - October 12, 2021, Workshop on ARPA Funding Discussion and October 26, 2021, Workshop on Presentations for Broker Services, Medical, Dental, Vision, Firefighter Cancer and Life Benefits
(Requested by Valerie Manning, City Clerk)

5. CONSENT AGENDA - ITEM (1)

The action proposed is stated for each item on the Consent Agenda. Unless a City Commissioner removes an item from the Consent Agenda, no discussion on individual items will occur and a single motion will approve all items. Is there anyone in the audience who wishes to speak on any item on the Consent Agenda?

- 1. Resolution -2021-R-93 A Resolution of the City of Holly Hill, Florida, Authorizing a Piggyback Contract for the Purchase of Four (4) Police Vehicles, Using Charlotte County Vehicle Purchasing Contract #2021000541; Providing for Severability; and Providing for an Effective Date.
(Requested by Antoine Khoury, Public Works)

6. REGULAR AGENDA

- 1. Resolution -2021-R-94 A Resolution of the City of Holly Hill, Florida, Amending the Fiscal Year 2021-2022 Annual Operating Budget, Appropriating Project Carry Over Funds for the Purchase of a Spotter Truck and Park Equipment from the Fiscal Year 2020-2021 to the Fiscal Year 2021-2022 Budget; Setting Forth Revenues and Expenditures; Providing for Severability; and Providing for an Effective Date.
(Requested by Stella Gurnee, Finance)
- 2. Resolution -2021-R-95 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Waiver of the Formal Bid Procedure for the Purchase of a Used Spotter Truck in an Amount Not to Exceed \$75,000 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.
(Requested by Antoine Khoury, Public Works)

3. Resolution –2021-R-96 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Purchase of Picnic Tables, Park Benches and Barbecue Grills from Pride Industries at a Cost of \$27,463.01 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

4. Resolution –2021-R-97 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing Piggybacking Volusia County Master Agreement 70047A with Granite Inliner, LLC and Approving the Project “Stormwater Pipe Lining on Elizabeth Street and Tuscaloosa Avenue” with Granite Inliner, LLC in an Amount Not to Exceed \$197,000.00; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

7. PUBLIC HEARINGS - NONE

Please silence any cell phone, pager or noise making device as not to interrupt the meeting. Staff will introduce each item for consideration, with comments and recommendations. The applicant or appellant and supporters will be heard first. Those in opposition to the request will be heard next. Comments should be restricted to pertinent information regarding the agenda item under discussion. Out of courtesy to others, we ask that speakers keep their comments brief and try to limit these comments to information not previously discussed. Speakers should state their name and address clearly for the record. The City Clerk’s office is required to retain any documents, photographs, drawings, etc. that are shown to the City Commissioners in support of a position. The City Commission may ask questions of speakers or of staff members. The Mayor will then ask the City Commission to make a recommendation or motion. Once a motion has been made and seconded, discussion will be closed to the floor. Following City Commission discussion, a vote will be taken. During voting, Commissioners who do not cast objecting votes are considered to have voted in support of the motion.

8. COMMUNICATIONS

- A. City Manager & Staff Comments
- B. City Attorney Comments
- C. City Commission Comments
- D. Mayor's Comments

9. ADJOURNMENT

Website Address – www.hollyhillfl.org (City Clerk)

NOTICE – If any person decides to appeal any decision of the City Commission at this meeting, he/she will need a record of the proceedings and, for that purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City does not prepare or provide such a record.



For special accommodations, please notify the City Clerk’s Office at least 72 hours in advance. (386) 248-9441



Help for the hearing impaired is available through the Assistive Listening System. Receivers can be obtained from the City Clerk’s Office.

In accordance with the Americans with Disabilities Act (ADA), persons needing a special accommodation to participate in the Commission proceedings should contact the City Clerk’s Office no later than three (3) days prior to the proceedings.



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Agenda Item**

4.1

MEETING DATE: November 9, 2021
FROM: Valerie Manning
SUBJECT: Minutes - October 12, 2021, Workshop on ARPA Funding
Discussion and October 26, 2021, Workshop on Presentations
for Broker Services, Medical, Dental, Vision, Firefighter
Cancer and Life Benefits
NUMBER: (ID # 3531)
APPLICANT:
PLANNER:

DISCUSSION:

Workshop minutes from October 12, 2021 and October 26, 2021.

MOTION:

Approve as submitted by staff.

- Minutes - October 12, 2021 - Workshop - ARPA Discussion (PDF)
- Minutes - October 26, 2021 - Workshop - Broker Services, Etc. (PDF)



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • OCTOBER 12, 2021

City Commission Chamber

Work Session

5:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

City Clerk's office: (386) 248-9441 - Fax: (386) 248-9448

1. CALL TO ORDER

a. Roll Call

2. AMERICAN RESCUE PLAN ACT (ARPA) DISCUSSION

1.

American Rescue Plan Act (ARPA) Discussion State and Local Fiscal Recovery Funds (SLFRF)

(Requested by Valerie Manning, City Clerk)

Mr. Forte read from the agenda staff report to explain the ARPA. The American Rescue Act will deliver \$350 billion to state, local, territorial and Tribal governments to respond to the recent COVID-19 emergency and bring back jobs to the American Economy. The funding objectives are intended to support urgent COVID-19 response efforts to continue to decrease the spread of the virus and bring the pandemic under control. One of the major goals of the Act was to replace lost public sector revenue and to strengthen support for vital public services that would help retain jobs. Another goal of the funds provided to local governments was to support immediate economic stabilization for households and small businesses. Finally, the Act was to address systematic public health and economic challenges that have contributed to the un-equal impact of the pandemic throughout our economy.

Statutory Eligible Uses:

1. To respond to COVID-19 public health emergencies or its negative economic impacts;
 2. To respond to workers performing essential work during COVID-19 public health emergency by providing premium pay to such eligible workers of the recipient, or by providing grants to eligible employers that have eligible workers who have performed essential work;
 3. For the provision of government services, to the extent of the reduction in revenue of such recipient due to COVID-19 public health emergency, relative to the revenues collected in the most recent full fiscal year of the recipient prior to the emergency; and
 4. To make necessary investments in water, sewer, or broadband infrastructure.
- As a recipient of an SLFRF award, the City may use SLFRF funds to cover eligible costs that the organization incurred during the period that begins on March 3, 2021 and ends on December 31, 2024, as long as the award funds for the obligations incurred by December

31, 2024 are expended by December 31, 2026. Costs for projects incurred by the recipient State, territorial, local, or Tribal government prior to March 3, 2021 are not eligible, as provided for in Treasury's Interim Final Rule. At this time, the staff will be presenting a large project in the waste water plant to be funded by the ARPA funds. Other ideas will be taken into consideration at the direction of the City Commission after hearing additional input from residents of the City of Holly Hill. Final plans will be developed based on the direction of the City Commission and brought back to the City Commission for final approval.

Antoine Khoury, Public Works Director, passed out a handout showing BTU's for the Wastewater Valve Replacement 2017 maps and discussed this with the Mayor and Commissioners. *(the handout is available in the City Clerk's office)*

Mayor Via opened public participation.

Jim Legary, Holly Hill shared some ideas for the use of the ARPA funds: services for the community and broad-band stations that can benefit the general population; get the citizens more acquainted with the city.

Heidi Heller, Holly Hill suggested doing a couple of projects and not just one; have a "free sales tax day" for the businesses of Holly Hill; free bus passes for citizens; creating bus shelters; hire professional landscapers for the canals; signs for citizens that show them funds were being used to benefit the community and that can say, "City of Holly Hill ARPA Funded Project".

Mayor Via closed public participation.

There was some further discussion amongst the Mayor, City Commissioners and staff. *(A copy of the CD of this workshop is available upon request in the City Clerk's Office).*

There was **consensus** to have another workshop in December so that the Mayor and Commissioners and read over and make a decision on what to do with the ARPA funds. The workshop is scheduled for Tuesday, December 14, 2021 at 5:00 PM and if needed, continue it after the regular City Commission meeting.



3. ADJOURNMENT

The workshop adjourned at approximately 6:05 PM.



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • OCTOBER 26, 2021

City Commission Chamber

Work Session

5:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

City Clerk's office: (386) 248-9441 - Fax: (386) 248-9448

1. CALL TO ORDER

a. Roll Call

Attendee Name	Title	Status	Arrived
Chris Via	Mayor	Present	
John Penny	District 1 - Commissioner	Absent	
Penny Currie	District 2 - Commissioner	Present	
John C. Danio	District 3 - Commissioner	Present	
Roy Johnson	District 4 - Commissioner	Present	

2. PRESENTATIONS FOR BROKER SERVICES, MEDICAL, DENTAL, VISION, FIREFIGHTER CANCER & LIFE BENEFITS

1.

Presentations for Broker Services, Medical, Dental, Vision, Firefighter Cancer & Life Benefits

(Requested by Valerie Manning, City Clerk)

Mr. Forte spoke briefly about how the presentations will take place for Acentria and Brown & Brown. Commissioner Penny did not participate in any of the discussion and did not sit at the dais during the workshop and was considered absent. Commissioner Penny has completed a *FORM 8B Memorandum of Voting Conflict for County, Municipal and Other Local Public Officers* with the City Clerk, which will be included in tonight's regular City Commission meeting minutes for October 26, 2021. Tonight's workshop will be a presentation from Acentria and Brown & Brown for Broker Services, Medical, Dental, Vision, Firefighter Cancer and Life Benefits. Staff has received the submissions to the RFP 21-HRD-001 Broker Services, Medical, Dental, Vision, Firefighter Cancer, and Life Benefits solicitation.

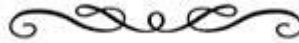
The format of the presentations are as follows:

- Each broker will be provided a maximum of 15 minutes to make a presentation to the City Commission
- Each broker will be provided a maximum of 5 minutes to answer questions from the City Commission
- It is expected that each broker shows professional courtesy and will not be

allowed to attend the presentation of the other broker. The broker not presenting will be seated in the Large Conference Room until it is their time to present.

Acentria presented first and Brown & Brown presented second. *(A copy of the CD for this workshop is available upon request in the City Clerk's Office.)*

Mr. Forte informed the Mayor and Commissioners that at the regular City Commission meeting tonight, they will be voting on selecting one of the two based on the presentations tonight. Mr. Forte reminded them that Commissioner Penny will not be voting on this due to the conflict that he has with Brown & Brown, and has completed the necessary FORM 8B with the City Clerk.



3. ADJOURNMENT

The workshop adjourned at approximately 6:30 PM.



STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: November 9, 2021
FROM: Antoine Khoury
SUBJECT: A Resolution of the City of Holly Hill, Florida, Authorizing a Piggyback Contract for the Purchase of Four (4) Police Vehicles, Using Charlotte County Vehicle Purchasing Contract #2021000541; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2021-R-93
APPLICANT:
PLANNER:

DISCUSSION:

This Resolution authorizes the City Manager to enter into a piggyback agreement for the purchase of police rated vehicles (Ford Interceptor Utility), approved in the 2021/2022 budget, that are available under the Charlotte County Contract # 2021000541. This contract extends and guarantees to any and all units of local governments / political subdivisions.

The current renewal of the contract will expire on September 30, 2022, with an option to renew for two additional one-year terms, by mutual consent. The goal of the city is to use this contract to purchase city vehicles and equipment under the contract terms and conditions.

Items requested to be purchased this year include:

Four (4) police interceptor vehicles for \$44,794.51. Total purchase for these vehicles is \$179,178.04.

Funds are available in budget account number 001-8110-580.64-00.

Current City of Holly Hill Purchasing Manual

Policy 2.39 Other Government Entities' Contracts.

The City may utilize (piggy-back) any other government entity's open contract that have been competitively bid and awarded to the low responsive, responsible bidder meeting the specifications, in accordance with City Purchasing regulations. The City may also piggyback off U.S. General Services Administration, GSA Contracts. When another entity's contracts is to be utilized, a copy of that contract shall be forwarded to the Finance Department for review and evaluation to determine if it meets the City's requirement regarding competitive bidding and award.

Chapter 287, Florida Statutes, grants the authority to piggyback the purchase of goods and

services as a form of intergovernmental cooperative purchasing in which a public purchaser requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for other public purchasing units to purchase from the selected vendor under the same terms and conditions as itself in order to take advantage of the better pricing that large purchasers are able to obtain in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.).

FISCAL ANALYSIS:

All purchases under this contract will be completed according to the FY 2021-2022 budget under account number 001-8110-580-6400, and identified in the budget under project numbers 22PD02, 22PD03-22PD04 and 22PD05.

STAFF RECOMMENDATION:

That the City Commission approve the Resolution as submitted by staff.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

Goal #2: Enhance City aesthetics through beautification and maintenance of city property and public rights of way, consistent enforcement of zoning and property maintenance codes, and development of reasonable design standards and a corresponding process which is applicable to all new developments and business improvements in the city.

MOTION:

APPROVING THE PIGGY-BACK AGREEMENT WITH CHARLOTTE COUNTY AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE PURCHASE OF FOUR (4) POLICE INTERCEPTOR UTILITY VEHICLES.

ATTACHMENTS:

- Bid # 2021000541 (PDF)
- 2021000541 Contract Extension Acceptance Letter (PDF)
- BID # 2021000541 Bartow Ford Warranty (PDF)
- Bartow Quote 10-12-2021 (PDF)

Resolution No. 2021-93

**A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA,
AUTHORIZING A PIGGYBACK CONTRACT FOR THE PURCHASE OF
FOUR (4) POLICE VEHICLES, USING CHARLOTTE COUNTY VEHICLE
PURCHASING CONTRACT #2021000541; PROVIDING FOR
SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**A RESOLUTION OF THE CITY OF HOLLY HILL,
FLORIDA, AUTHORIZING A PIGGYBACK CONTRACT
FOR THE PURCHASE OF FOUR (4) POLICE VEHICLES,
USING CHARLOTTE COUNTY VEHICLE PURCHASING
CONTRACT #2021000541; PROVIDING FOR
SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE
DATE.**

WHEREAS, the City wishes to purchase four (4) police interceptor vehicles; and

WHEREAS, the City of Holly Hill desires to purchase the vehicles under Charlotte County Vehicle Purchase contract #2021000541, under the same terms and applicable conditions as that agreement; and

WHEREAS, Chapter 287, Florida Statutes, grants the authority to piggyback the purchase of goods and services as a form inter-governmental cooperative purchasing in which a public purchaser requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for other public purchasing units to purchase from the selected vendor under the same terms and conditions as itself in order to take advantage of the better pricing that large purchasers are able to obtain in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.); and

WHEREAS, pursuant to the City's purchasing policy, "piggyback" contracts are allowed for existing government contracts; and

WHEREAS, the City Commission of the City of Holly Hill now desires to authorize and approve the form of the contract by Charlotte County and any other related documents; and

WHEREAS, the City has determined that in this circumstance, piggybacking onto an agreement entered into by the Charlotte County, is the most economically advantageous way to procure these goods and services.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION
OF THE CITY OF HOLLY HILL, FLORIDA:**

SECTION 1. Pursuant to the City's purchasing policy, "piggyback" contracts are allowed for existing government contracts.

SECTION 2. It is hereby ascertained, determined and declared that it is in the best interest of the City to enter into a contract with Bartow Ford for the purchase of vehicles and equipment.

SECTION 3. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 9th day of NOVEMBER, 2021.



Charlotte County Purchasing Division
18500 Murdock Circle, Suite 344
Port Charlotte, Florida 33948-1094

Phone 941.743.1378
Fax 941.743.1384

NOTICE OF AVAILABILITY OF BID SPECIFICATIONS

REQUEST FOR BIDS CHARLOTTE COUNTY, FLORIDA

The County of Charlotte will be receiving sealed bids at the Purchasing Division, Suite 344, Charlotte County Administration Center, 18500 Murdock Circle, Port Charlotte, FL 33948-1094, for:

BID NO. 2021000541 VEHICLES – ANNUAL CONTRACT

It is the intent of Charlotte County to purchase vehicles, on an “as required” basis, from a Ford Motor Company dealer. It is the specific purpose of this bid to establish a conditional contract for the required materials and to secure the cost and availability of the requirements for procurement from a source of supply that will give prompt and convenient service.

There will not be a Pre-Bid Conference for this project. Please send all questions to my email address below.

BID OPENING: 2:00 p.m., AUGUST 11, 2021 PURCHASING DIVISION CONFERENCE ROOM

Bid Documents may be obtained by accessing the Charlotte County Purchasing Division’s website at <https://purchasingbids.charlottecountyfl.gov> under “Purchasing Bids Online”, document number 215412. Any questions can be answered by contacting Alisa L. True, CPPB, Senior Contract Specialist at 941.743.1549 or email: Alisa.True@CharlotteCountyFL.gov.

Notice of Availability
Posted: July 23, 2021



Charlotte County Purchasing Division
18500 Murdock Circle, Suite 344
Port Charlotte, Florida 33948-1094

Phone 941.743.1378
Fax 941.743.1384

STATEMENT OF NO BID

If you **do not** intend to bid on this commodity/service, please return this form to the above address immediately. If this statement is not completed and returned, your company may be deleted from the Charlotte County Vendors' list for this commodity/service.

We the undersigned, have declined to bid on requested commodity/service **Bid #2021000541, VEHICLES – ANNUAL CONTRACT**, for the following reason(s):

- _____ Specifications too "tight", i.e. geared toward one brand or manufacturer only (explain below).
- _____ Insufficient time to respond to the Invitation to Bid.
- _____ We do not offer this product or service.
- _____ Our schedule would not permit us to perform.
- _____ Unable to meet bond/insurance requirements.
- _____ Unable to meet specifications.
- _____ Specifications are unclear (explain below).
- _____ Remove us from your vendors' list for this commodity/service.
- _____ Other (specify below).

Remarks: _____

Company Name: _____

Contact Person (typed or printed): _____

Contact Person Signature: _____

Phone: _____ Fax: _____

E-Mail Address: _____

Note: Statement of No Bid may be emailed to Alisa.True@CharlotteCountyFl.gov or faxed in to the Purchasing Division at 941.743.1384.

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BID NO. 2021000541**

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**INSTRUCTIONS TO BIDDERS
VEHICLES – ANNUAL CONTRACT
BID NO. 2021000541**

IB-01 QUALIFICATIONS OF BIDDERS: It is the intent of the County to award this contract to the lowest responsible bidder, qualified by experience and solvency, with proven reliability and the ability to supply all items within a reasonable time frame acceptable to Charlotte County. Bidder may be required to supply information in writing at the request and discretion of the County prior to award of bids, in order to verify above requirements.

IB-02 GENDER DESIGNATION: The County and the Contractor are treated throughout these Documents as if each were of the singular number and masculine gender.

IB-03 EXAMINATION OF DOCUMENTS:

A. Prior to the submission of a bid form, bidders shall carefully examine the bid package including the Request for Bids Instructions to Bidders, Technical Specifications & Conditions, Insurance Requirements, and all other related bid documents including all modifications thereof, incorporated in the bid package.

B. Discrepancies, omissions, or questions about the intent of the documents should be submitted to the Purchasing Division in written form as a request for interpretation no later than five (5) calendar days prior to bid opening (or shall be verbally addressed at the pre-bid conference, if applicable).

C. Interpretations of any of the bid documents made will be in the form of a written addendum to the documents, which will be posted on the purchasing website. Receipt of any addenda by each bidder must be acknowledged on the bid form indicating the addendum number and date of issue, therein becoming a part of the contract. No oral explanations shall be binding. The County will attempt to notify all prospective bidders of addenda issued to the bidding documents; however, it shall be the responsibility of the bidder, prior to submitting their bid, to determine if addenda were issued, acknowledging and incorporating it into their bid.

IB-04 PREPARATION AND SUBMISSION OF BID FORM REQUIREMENTS:

A. Bids shall be submitted on the bid form supplied by the County, or duplication thereof and attached thereto, or as otherwise specified. Bidders shall indicate the number of calendar days required for delivery and acknowledge receipt of any addenda received during the bid period.

Each bid must give the full business address of the bidder and state whether bidder is an individual, corporation or partnership. Bid Forms by a corporation must be signed in the name of the corporation, followed by the original signature and designation of the officer or other person authorized to bind the corporation.

Bid Forms by partnerships shall show the names of all partners. The partnership title shall be followed by the original signature of each partner.

Any erasures or other corrections in the bid form must be explained or noted over the signature of the bidder. Bid Forms containing any conditions, omissions, unexplained erasures, alterations, or irregularities of any kind may be rejected by the County.

Bid documents and forms shall be submitted sealed, and the envelope/package clearly marked with the Bid Number and the Name and Business Address of the individual/firm submitting the bid. Bids postmarked prior to said time and date but not received shall **not** be considered and will be returned to bidder unopened.

B. Bid Guarantee - The bid form shall be signed where indicated guaranteeing that the bidder will not withdraw his bid for a period of 60 days after the scheduled time of opening of bids.

IB-05 WITHDRAWAL OF BIDS: Bids may be withdrawn by request of the bidder prior to the time fixed for opening. Error or 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.

IB-06 BID TABULATIONS: In accordance with Florida Statutes, Section 119(1)(b)2: Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids proposals, or final replies, whichever is earlier. Those bidders interested in receiving a copy of the results of this bid once they are released may do so by visiting our website at <https://purchasingbids.charlottecountyfl.gov> under "Purchasing Bids Online", Document Number 215414. No information regarding the submittal will be divulged over the telephone.

IB-07 RESERVED RIGHTS: The County reserves the right to accept or reject any and/or all bids, to waive irregularities and technicalities, and to request resubmission of bids. Also, the County reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirements of the County. Any sole response received the first submission date may be rejected by the County depending on available competition and timely needs of the County.

IB-08 FORM OF CONTRACT: The submitted Bid Form signed by the Bidder, together with the complete bid package furnished by the County, shall constitute a binding contract. The Bidder shall be required to perform according to the Bidder's submitted Bid Form and the County's bid package when a purchase order, signed by the Senior Division Manager Purchasing or his/her designee, is transmitted to the Bidder. The transmitted purchase order shall serve as both a Notice of Acceptance and Notice to Proceed to the Bidder. Failure to comply with the conditions set forth in the purchase order shall be deemed a breach of contract subjecting the Bidder to forfeiture of the bid bond or other posted security and other possible penalties.

IB-09 NOTICE TO PROCEED/DELIVERY: After award of bid, a purchase order shall be issued bearing the terms of delivery. Upon receipt of purchase order, successful bidder shall acknowledge receipt of same by either fax or mail, and shall commence prosecution of order so that the agreed upon delivery date will be satisfied.

IB-10 PAYMENT: Request for payment must be submitted to the Charlotte County Purchasing Division on a form approved by the County. Price shall be net and all invoices payable according to the Local Government Prompt Payment Act (F.S.218.74).

IB-11 PERFORMANCE EVALUATION: At the end of the contract, the receiving department will evaluate the successful bidder's performance. This evaluation will become public record.

IB-12 ARITHMETIC DISCREPANCIES:

A. For the purpose of initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of the bid forms as submitted by bidders:

1. Obviously misplaced decimal points will be corrected.
2. In case of discrepancy between unit price and extended price, the unit price will govern. Apparent errors in extension will be corrected.
3. Apparent errors in addition of lump sum and extended prices will be corrected.

B. For the purpose of bid evaluation, the County will proceed on the assumption that the bidder intends his bid be evaluated on the basis of the unit prices, extensions, and totals arrived at by resolution of arithmetic discrepancies as provided above, and the bid will be so reflected on the tabulation of bids.

IB-13 DESCRIPTIVE INFORMATION: Unless otherwise specifically provided in the specifications, all equipment materials and articles incorporated in the work covered by the contract are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, make or catalogue number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If the bidder wishes to make a substitution to the specifications, the bidder shall furnish to the County the name of the manufacturer, the model number, and other identifying data and information necessary to aid the County in evaluating the substitution, and such substitution shall be subject to County approval. Substitutions shall be approved only if determined by the County to be equivalent to the specifications. A bid containing a substitution is subject to disqualification if the substitution is not approved by the County.

Specified items bid shall be identified by brand name, number, manufacturer and model, and shall include full descriptive information, brochures, or appropriate attachments.

IB-14 QUALITY GUARANTEE: If any product delivered does not meet applicable specifications, or if the product will not produce the effect that the successful bidder represents to the County, the successful bidder shall pick up the product from the County at no expense to the County. Also, the successful bidder shall refund to Charlotte County any money which has been paid for same. The successful bidder will be responsible for reasonable County attorney fees expended to obtain compliance with this provision in the event the successful bidder defaults under this provision.

IB-15 REGULATIONS:

A. It shall be the responsibility of each supplier to assure compliance with any OSHA, EPA, and/or other Federal or State of Florida rules, regulations or other requirements, as each may apply.

B. Bidder must be authorized to transact business and be properly licensed in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Charlotte County will apply to any resulting contract.

IB-16 CODE OF ETHICS: With respect to this bid, if any bidder violates or is a party to a violation of the State of Florida/Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such bidder may be disqualified from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids for goods or services for Charlotte County.

IB-17 COLLUSION: By offering a submission to this invitation for bid, the bidder certifies the bidder has not divulged to or discussed or compared his bid with other bidders and has not colluded with any other bidder or parties to this bid whatsoever. Also, bidder certifies, and in the case of a joint bid each party thereto certifies as to his own organization, that in connection with this bid:

- any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other bidder or with any competitor;
- any prices and/or cost data quoted for this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor;
- no attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;
- the only person or persons interested in this bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the contract to be entered into; and
- no person or agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.

IB-18 SOURCE OF SUPPLY AND SUBCONTRACTORS: Bidders are to complete the attached Source of Supply and Subcontractors form. This form must be completed and included with the bid form. If bidder does not have a source of supply or subcontractor, insert "to be determined". When source or subcontractor is determined, selection will be subject to County approval.

IB-19 DRUG FREE WORKPLACE FORM: It is strongly suggested that the attached Drug Free Workplace Form be signed and returned to this office with the bid form. In the event of a tie bid, the presence of a valid and accurate form may be used as a basis for awarding the contract.

IB-20 PUBLIC ENTITY CRIMES: In accordance with Florida Statutes Sec. 287.133(2)(a), "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods/services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list".

IB-21 CANCELLATION/TERMINATION OF CONTRACT: The County shall have the right to cancel, terminate or suspend the contract, in whole or in part, by providing the Contractor 30 days written notice by certified mail.

It is expressly understood by the County and the Contractor that funding for any successive fiscal years of the contract is contingent upon appropriation of monies by the Charlotte County Board of County Commissioners. In the event that funds are not available or are not appropriated, the County reserves the right to terminate the contract. The County will be responsible for payment of any outstanding invoices and work completed by the Contractor prior to such termination.

Pursuant to Section 287.135(3)(a)4 of the Florida Statutes, Charlotte County may, at its sole option, terminate any Agreement valued at \$1,000,000 or more if the Contractor is found to have submitted a false certification, has been placed on the *Scrutinized Companies with Activities in Sudan List*, or the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*, or has been engaged in business operations in Cuba or Syria or a boycott of Israel.

Pursuant to Section 287.135(3)(b) of the Florida Statutes, Charlotte County may, at its sole option, terminate any Agreement in any amount if the Contractor is found to have been placed on the *Scrutinized Companies that Boycott Israel List*, or is engaged in a boycott of Israel.

IB-22 INDEMNIFY: After notification of award, the successful bidder shall indemnify and hold harmless the County, its officers, employees, agents and volunteers, from action, including any court costs or attorneys' fees arising from, or as a result of, any act or omission by bidder, its officers, employees, licensees, invitees, Contractors, agents or assignees, in the performance of the services and/or the delivery of goods for which the resulting agreement was entered into. Bidder agrees that the first ten dollars (\$10.00) of compensation received under the resulting agreement represents specific consideration for the indemnification obligation. Nothing in the award, resulting agreement, contract or Purchase Order shall be deemed to affect the rights, privileges and immunities of the County as set forth in Florida Statute 768.28.

IB-23 TAXES: The Contractor shall assume liability for Local, State, or Federal Tax that is applicable to the work.

IB-24 ASSIGNMENT: This agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered under any circumstances by Contractor without the prior written consent of the County.

IB-25 EQUAL EMPLOYMENT OPPORTUNITY: Charlotte County, Florida, in accordance with the provisions of Title VI of The Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

All bidders are hereby notified that the successful bidder (Contractor) must and shall comply with the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act and the Florida Civil Rights Act, all as amended. Specifically, Contractor agrees that:

- No person shall, on the grounds of race, color, sex, religion, age, disability, national origin or marital status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, activity or service funded through the contract.
- Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, national origin or marital status. Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- Contractor will, in all solicitations or advertisements regarding program activities, services provided or applications for employment, state that all qualified applicants will receive consideration for services or employment without regard to race, color, religion, sex, age, disability, national origin or marital status.
- County may require Contractor to submit reports as may be necessary to indicate non-discrimination. County officials will be permitted access to Contractor's books, records, accounts and other sources of information and its facilities as may be pertinent to ascertain compliance with non-discrimination laws.

It is expressly understood that County shall have the right to terminate the contract upon receipt of evidence of discrimination.

IB-26 EMPLOYEE BACKGROUND CHECK: If an owner, except a stockholder in a publicly traded corporation, or an employee of the Contractor has been convicted of any offenses requiring registration as a sexual offender or sexual predator regardless of the location of conviction, the Contractor shall ensure that the offender's or predator's work on the project is consistent with the terms of his probation and registry requirements.

IB-27 PUBLIC RECORDS CLAUSE TO CONTRACTORS “ACTING ON BEHALF OF THE COUNTY”: Pursuant to Section 119.0701 of the Florida Statutes, Contractors acting on behalf of the County must comply with the public records laws, specifically: a) keep and maintain public records required by the County to perform the contracted services; b) upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law; c) ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract; and d) upon completion of the contract, keep and maintain all public records required by the County to perform the service, and meet all applicable requirements for retaining public records.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO RETAIN AND PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT (941) 743-1441, E-MAIL TC RECORDS@CHARLOTTECOUNTYFL.GOV, 18500 MURDOCK CIRCLE, BLDG. B Suite 109, PORT CHARLOTTE, FLORIDA 33948.

**TECHNICAL SPECIFICATIONS & CONDITIONS
VEHICLES – ANNUAL CONTRACT
BID NO. 2021000541**

TS-01 PURPOSE: It is the intent of Charlotte County to purchase vehicles, on an “as required” basis, from a Ford Motor Company dealer. It is the specific purpose of this bid to establish a conditional contract for the required materials and to secure the cost and availability of the requirements for procurement from a source of supply that will give prompt and convenient service.

TS-02 BID PRICES/TERMS OF CONTRACT: Bidders shall bid unit prices, F.O.B., to Charlotte County Fleet Management, 18000 Paulson Drive, Port Charlotte, FL 33954. The prices bid shall include all costs for all transportation labor, materials and equipment used in supplying and delivering said materials.

Bid prices shall be considered firm from October 1, 2021 through and including September 30, 2022. This bid may be extended/renewed for two (2) additional one (1) year periods, by mutual agreement, provided there are no changes in terms conditions and prices.

Previous contract prices can be obtained by accessing the Charlotte County Purchasing Division’s website at <https://purchasingbids.charlottecountyfl.gov> under “Purchasing Bids Online”, Historical Catalog. The previous Contract number for this project is **18-509** and is entitled ‘**Vehicles – Annual Contract**’.

TS-03 DELIVERY: All bids will indicate the lead time required for the established quantities to be delivered. Successful bidder will be held to delivery dates. Failure to meet delivery or lead time necessitating Charlotte County to make purchases from other sources, shall cause successful bidder to be held liable for the difference of cost between awarded bid price and the cost of the required purchase from another source.

Successful bidder shall notify the Fleet Manager or his designee, at a number to be provided to the awarded Bidder at least 24 hours prior to delivery. All deliveries shall be made between the hours of 8:00 a.m. and 3:00 p.m., Monday through Friday, excluding legal holidays, unless otherwise agreed to by the receiving department.

TS-04 ESTIMATED QUANTITIES: The exact quantities for this bid cannot be determined at this time. No minimum amount is guaranteed or implied. Purchase orders will be issued on an ‘as required’ basis.

TS-05 SCOPE:

A. GENERAL: The vehicles to be purchased under this bid are automobiles, sport utility vehicles, passenger vans, light duty vans, light duty trucks, and light duty cab/chassis. Light duty vans, trucks, and cab/chassis cover all models up to and including Class 6 (19,501 to 26,000 lbs. GVW).

Contractors shall bid a percentage discount off of the Ford factory invoice, which shall include the vehicle base price, freight charges, and all factory production options. The invoice submitted will be verified by the County by using Kelley Blue Book’s New Car Pricing. In the event of a discrepancy, the Kelley Blue Book New Car Pricing shall supersede the submitted invoice.

Charlotte County shall participate in all fleet incentives, price incentives, and/or rebates available to the bidder in addition to the percentage discount bid. Each vehicle purchased under this contract shall include as part of the base vehicle price:

- vehicle preparation costs
- delivery
- three (3) complete sets of keys

The percentage discount submitted by Bidder should take these factors into account.

From the date of the purchase order, the bidder shall have 48 hours to place the vehicle(s) order with the Ford Motor Company, and shall provide the order number provided by Ford to Charlotte County along with the expected production time. For those vehicles requiring fabrication, the fabrication schedule shall be coordinated with a Charlotte County Fleet Department representative. The Awarded Contractor shall make every effort to provide Charlotte County with the vehicles ordered in a timely manner and shall keep Charlotte County up to date on all information regarding vehicle delivery including but not limited to, production and/or fabrication delays.

B. DEALER INSTALLED OPTIONS: Dealer installed options may include but are not limited to strobe lights, bedliners utility bodies, and cranes. See TS-06, Criteria for Award, for the approved list of authorized manufacturers to be used for dealer installed options. Only manufacturers on this list will be accepted. The Fleet Management Division will provide the awarded bidder with updated lists of approved manufacturers for dealer installed options as needed throughout the contract period. All prospective bidders must provide a percentage figure above "actual invoice" for any dealer installed options performed by a sub-contractor. Copies of actual invoices must be provided as backup.

Charlotte County Fleet Management will provide the awarded bidder a list of dealer installed options required for each vehicle as they are ordered. Upon request of these items, the dealer shall provide Fleet Management pricing, excluding markup within three (3) working days. Responses must be either faxed to 941-575-3671 or electronically mailed to Fleet Management.

C. VEHICLE CONDITION: The bidder shall be responsible for delivering vehicles that are new and unused, properly serviced, clean, and in first class operating condition. Pre-delivery service, at a minimum, shall include the following:

1. Complete lubrication and check all fluid levels to assure proper fill
2. Adjustment of engine to proper operating condition
3. Inflate tires to proper pressure
4. Check for proper operation of all accessories, gauges, lights, mechanical and hydraulic features
5. Cleaning of vehicle, if necessary, and removal of all unnecessary items such as tags, stickers and papers. DO NOT REMOVE WINDOW PRICE STICKER
6. Overall check for safe operating condition
7. All units must contain no less than 1/2 tank of fuel as indicated by the vehicle's fuel gauge at the time of delivery. If a vehicle is delivered with less than 1/2 tank of fuel as indicated by the vehicle's fuel gauge, the bidder shall be assessed \$40.00 dollars.
8. Vehicles not requiring fabrication shall be delivered with less than 250 miles as indicated by the vehicle's odometer. Allowances will be made for vehicles that require off-site fabrication, but vendor shall make the effort to keep mileage to a minimum. Vehicles with 1,000 miles or more as indicated by the vehicle's odometer may not be accepted without prior approval from Charlotte County.
9. All vehicles shall be delivered with three (3) complete sets of keys. If a vehicle is delivered without three (3) complete sets of keys, the bidder shall be assessed
10. Delivery does not constitute acceptance. Acceptance and authorization of payment will be given only after a thorough inspection indicates that the vehicle meets specifications and conditions listed herein.
11. Vehicles shall be delivered with each of the following documents satisfactorily completed:
 - Temporary license plate and/or county plate
 - Owner and/or operator manual(s).
 - Warranty certifications, including rustproofing, if applicable.
 - Copy of pre-delivery service report.
 - Window price sticker (still affixed).
12. All vehicles shall be equipped with all standard equipment as specified by the manufacturer for this model. All vehicles shall comply with the EPA Emission Standards, and all Motor Vehicle Safety Standards as established by the U.S. Department of Transportation regarding the manufacture of motor vehicles, and OSHA standards CFR 29 1910/1926.

The bidder understands that the bid covers a complete, fully operative unit, as specified by the purchase order and enclosures, including the mounting of all attachments and connections to the chassis.

D. TITLE, REGISTRATION, AND PLATES: All vehicles delivered under this contract shall be titled and registered by the successful bidder in accordance with Florida Statutes Chapters 319 and 320. Awarded bidder shall send any necessary form(s), which must be signed by an authorized representative of the Charlotte County Board of County Commissioners, with the vehicle upon delivery. Awarded bidder shall obtain necessary signature(s) and complete the title and registration process for the County, provide a 30-day temporary tag, and return a County license plate within twenty-five days of the delivery of each vehicle.

The County shall reimburse the Contractor for the actual fees involved in the title application, registration, and obtaining of new license plates as charged by the State of Florida. The cost shall be listed as a separate line item on the invoice presented for payment on each vehicle. Separate invoicing for this reimbursement will not be accepted.

NOTE: Charlotte County is self-insured; therefore, a "Proof of Insurance" form is not required.

TS-06 CRITERIA FOR AWARD: The award of this bid will be made to the lowest, responsive, responsible Bidder, who meets or exceeds the requirements of these specifications.

The County reserves the right to reject the bid proposal of any bidder who has previously failed to perform properly, or on time, contracts of similar nature; or who is not in a position to satisfactorily perform the contract. If, after bid opening, the lowest bidder is deemed non-responsive by the County, such bidder shall receive written notice from the County of this determination. The bidder shall have five (5) business days from the date of this notice to dispute the determination and to provide to the County any additional information it deems relevant regarding the bidder's responsibility. The County shall make a final determination regarding the bidder's responsibility at the time of award of the contract.

LIST OF AUTHORIZED MANUFACTURERS TO BE USED FOR DEALER INSTALLED OPTIONS includes, but is not limited to:

EFFECTIVE 10/01/2021

- | | |
|--|---|
| <ol style="list-style-type: none"> 1. EMERGENCY AND WARNING LIGHTS: <ol style="list-style-type: none"> A. STROBE - NORTH AMERICAN SIGNAL COMPANY B. LIGHT BARS & MOUNTING BRACKETS - WHELEN C. CORNER INTERCEPT – NOVA ELECTRONICS 2. BEDLINERS: <ol style="list-style-type: none"> A. DURALINER B. RHINO LININGS C. LINEX SPRAY IN 3. TOOL BOXES: <ol style="list-style-type: none"> A. DELTA B. DAYTON 4. TRAILER HITCHES: <ol style="list-style-type: none"> A. DRAW-TITE B. REESE 5. LIFT GATES: <ol style="list-style-type: none"> A. TOMMY GATE 6. ALUMINUM DUMP BODY INSERTS: <ol style="list-style-type: none"> A. TRUCK CRAFT B. EZ DUMPER | <ol style="list-style-type: none"> 7. UTILITY AND STAKE BODIES: <ol style="list-style-type: none"> A. KNAPHEIDE B. READING C. ROYAL 8. CRANES: <ol style="list-style-type: none"> A. AUTO-CRANE B. LIFT MOORE 9. DUMP AND FLAT BED DUMP HOISTS: <ol style="list-style-type: none"> A. VENCO CONVERSION HOISTS B. RUGBY 10. TRUCK AND VAN ACCESSORIES: <ol style="list-style-type: none"> A. SILVER SHIELD SYSTEMS B. TAILGATERS C. MASTERACK D. AMERICAN VANS 11. SERVICE & PARTS MANUALS (CD OR HARD COPY): <ol style="list-style-type: none"> A. HELMS PUBLISHING 12. LAP TOP MOUNTS <ol style="list-style-type: none"> A. KODIAK MOBILE CF31 IDOCK B. JOTTO DESK 13. REAR MOUNTED CAMERA <ol style="list-style-type: none"> A. ZONE DEFENSE |
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**INSURANCE REQUIREMENTS
VEHICLES – ANNUAL CONTRACT
BID NO. 2021000541**

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE - Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. Commercial General Liability – Occurrence Form (CG 00 01)

Policy shall include bodily injury, property damage, broad form contractual liability and Explosion, Collapse and Underground (XCU) coverage. The general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Minimum Requirements:

- | | |
|---------------------|------------|
| • General Aggregate | \$ 500,000 |
| • Each Occurrence | \$ 500,000 |

- a. The policy shall be endorsed to include the following additional insured language: "Charlotte County a political subdivision of the state of Florida and its officers, employees, agents and volunteers" shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor.
- b. Contractor's subcontractors shall be subject to the same minimum requirements identified above.
- c. Policy shall be endorsed for a waiver of subrogation against the Charlotte County.

2. Automobile Liability

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract. Automobile liability must be written on a standard ISO form (CA 00 01) covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned (Code 9) autos.

Combined Single Limit (CSL)	\$ 500,000
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- a. The policy shall be endorsed to include the following additional insured language: "Charlotte County a political subdivision of the state of Florida and its officers, employees, agents and volunteers" shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".
- b. Contractor's sub-contractors shall be subject to the same minimum requirements identified in this section.
- c. Policy shall contain a waiver of subrogation against the Charlotte County.

3. Worker's Compensation and Employers' Liability

Workers' Compensation

Employers' Liability

Each Accident, bodily injury or disease	\$ 500,000
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- a. Policy shall contain a waiver of subrogation against the Charlotte County.
- b. Projects on or along navigable waters an endorsement for US Longshoremen and Harbor Workers and Jones Act is required.

- c. Contractor's sub-contractors shall be subject to the same minimum requirements identified in this section.
- d. If the Contractor has no employees the Contractor must submit to the County the Workers Compensation Exemption from the State of Florida.

Additional Insured – All policies, **except** for the Workers Compensation shall contain endorsements naming the County its officers, employees, agents and volunteers as additional insured with respect to liabilities arising out of the performance of services contained herein. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to full extent provided by the policy, even if those limits exceed those required by this contract. Such additional insured coverage shall be at least as broad as Additional Insured (Form B endorsement form ISO, CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later revisions used).

Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverage's to waive all rights of subrogation against the County, its officers, employees, agents and volunteers. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

Policies Primary and Non-Contributory – For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, employees, agents and volunteers. Any insurance or self insurance maintained by the County, its officers, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

Proof of Coverage - Prior to the commencement of performance of services the Contractor shall furnish to the County Purchasing Division Certificates of Insurance and amendatory endorsements or copies of the applicable policies. These certificates shall provide that such insurance shall not be terminated or expire without notice thereof in accordance with the policy provisions and Contractor shall maintain such insurance from the time the Contractor commences performance of services until completion of such services.

Acceptability of insurance carrier – Unless otherwise approved by Risk Management, Insurance shall be written by insurers authorized to do business in the State of Florida and with a minimum Best Insurance Guide rating of "A- VII".

Deductibles and Self-Insured Retention – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the deductible or retention.

Failure to Procure Coverage – In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured or is cancelled and not replaced, the County has the right but not the obligation or duty to terminate the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

Insurance Review – Insurance requirements are subject to periodic review by the County. The Risk Manager or designee is authorized, but not required, to reduce, waive, or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced or is not needed to protect the interests of the County. In addition, if Risk Management determines that heretofore, unreasonably or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk. Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual, or alleged, on part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part to the County.

**SAFETY AND HEALTH REQUIREMENTS
VEHICLES – ANNUAL CONTRACT
BID NO. 2021000541**

SH-01 HEALTH AND SAFETY PLAN: It shall be the responsibility of the Contractor to comply with OSHA, EPA, DOT and other applicable Federal and State of Florida laws, rules, regulations or other requirements. This includes, but is not limited to, 29 CFR 1926 (Safety and Health Regulations for Construction) and 1910 (Safety and Health Regulations for General Industry). Contractors are required to have a written Health and Safety Program that is jobsite specific. The elements of this written program shall be in accordance with OSHA 1926 and 1910. A list of program elements can be obtained from Charlotte County Risk Management.

The Contractor will designate a responsible member of his organization whose duty shall be the prevention of accidents at the site. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Project Manager.

A copy of the Contractor's Health and Safety Plan will be submitted to Charlotte County at least 10 days prior to commencement of work. Contractor shall provide documentation that his employees and subcontractors received training (been informed of) on the Contractor's Health and Safety Plan. The Contractor will be responsible for conducting a site safety briefing for all visitors to the site. Documentation of these site safety briefings are to be maintained by the Contractor and made available to Charlotte County upon request.

Contractor will post, where appropriate, all necessary job-site Health and Safety notices. The Loss Control Coordinator will conduct unannounced job-site inspections during the course of the project. Minor safety violations may be addressed immediately with the onsite supervisor and Project Manager. Major safety violations will result in written notification to the Contractor and Charlotte County Department Director under which the project is being performed. Hazardous conditions that are considered by the Loss Control Coordinator to be immediately dangerous to life or limb will result in immediate stoppage of work until the hazardous conditions are corrected.

SH-02 ACCIDENTAL SPILLS: In the event of an accidental release or spill of chemicals or other hazardous materials the Contractor shall:

- Immediately take action as appropriate to contain the spill if this action can be taken without jeopardizing the health or safety of employees,
- Notify the Fire/EMS, or other entities as needed or required,
- Contact the Project Manager/Coordinator, and
- Contact Charlotte County Risk Management and Loss Control Coordinator.

The following phone numbers may be used in the event of an emergency:

Risk Management	941.764.4191
Environmental Health and Safety Manager	941.743.1381 (or Cell 941.223.5535)

SH-03 CONTROL OF FUGITIVE EMISSIONS: The Contractor shall take all reasonable precautions necessary to control fugitive emissions from the job site. Fugitive emissions include, but are not limited to: nuisance dust, chemical odors/vapors/gases, hazardous materials such as lead or asbestos, and noise. Where the product(s) or material(s) to be used by the Contractor has a permissible exposure limit (PEL) established by OSHA the Contractor shall take all reasonable steps to maintain emissions of the product(s) or materials below the OSHA PEL. To verify that emissions are maintained below the OSHA PEL, the Contractor shall monitor, or shall contract to have monitored, work area exposure conditions. Monitoring shall occur, at a minimum, during the start of work and whenever there is a change in procedure, process, or chemical or material used. If it is deemed not practical to maintain exposures below the PEL, the Contractor shall restrict access to all areas where exposures exceed the PEL to authorized personnel only.

A. ASBESTOS AND SUSPECT ASBESTOS CONTAINING BUILDING MATERIALS: Contractors shall, under no circumstances, damage or disturb suspect or known asbestos containing material (ACM) unless they are a licensed Florida Asbestos Abatement Contractor and have been specifically employed to perform asbestos repair or removal. It is the responsibility of the Contractor to provide his or her own asbestos awareness program in accordance with 29 CFF 1926.1101. Where required by Federal and State regulations, the Contractor is required to have asbestos surveys performed prior to any work that includes, but is not limited to, renovation, and demolition. The asbestos survey must be performed by a firm that is licensed in the State of Florida to perform such surveys. A copy of the asbestos survey shall be submitted to the County's project manager. Asbestos materials may not be used or installed in any Charlotte County facilities.

B. LEAD-CONTAINING BUILDING MATERIALS: Contractors that will disturb lead-containing building materials during the course of work shall take all necessary precautions to protect Charlotte County employees and the public from exposure to lead dust or contamination. These measures shall conform, at a minimum, to the OSHA requirements detailed in 29 CFF 1926.62 and applicable local, state and federal regulations. Where the Contractor is engaged in work in child-occupied facilities, such work shall be performed in accordance with 40 CFR 745, and clearance testing shall be performed by the Lead Control Coordinator or a licensed consultant at the conclusion of the project in accordance with the requirements of this regulation.

C. SAMPLING AND MONITORING RESULTS: The results of all personal and area monitoring and or other samples collected for health and safety compliance required by OSHA or any other state or federal regulatory agency shall be provided to Charlotte County.

**BID FORM
VEHICLES – ANNUAL CONTRACT
BID NO. 2021000541**

TO: Senior Division Manager - Purchasing
Board of County Commissioners
Charlotte County Administration Center
18500 Murdock Circle
Port Charlotte, Fl. 33948-1094

The undersigned, as bidder, does hereby declare that he has read the Request for Bids, Instructions to Bidders, Technical Specifications & Conditions, Insurance, Safety & Health Requirements, Bid Form, and any other documentation for

VEHICLES – ANNUAL CONTRACT

and further agrees to furnish all items listed on the attached Bid Form in accordance with the unit price(s) submitted. The above specified documents are herein incorporated into the Bid Form and shall be defined as the contract documents.

Please Note: For bid evaluation purposes, award will be based on the lowest total of the following vehicle and dealer installed option purchases, calculated at the percentage discount (for vehicles) and percentage mark-up (for dealer installed options) submitted by each bidder. These quantities and descriptions are not actual and may vary considerably. They are only given as a means of determining / calculating the lowest responsive, responsible bidder.

PERCENTAGE DISCOUNT OFF OF FORD FACTORY INVOICE (NEW VEHICLE PURCHASES) 4.27 %

PERCENTAGE MARK-UP ON DEALER INSTALLED OPTIONS 0.00 %

Reminder: From the date of the purchase order, the bidder shall have ninety (90) days to deliver (including acceptance) normal production vehicles and one hundred twenty (120) days to deliver (including acceptance) vehicles with dealer installed options.

NOTE: In accordance with Florida Statutes, Section 119.071(1)(b)2: Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.071(1)(b)2 and s. 24(a), Art. I of the State Constitution, except as provided by Florida Statutes 255.0518, until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. Upon release of the intended decision, if you wish to obtain the quote results, you may do so by visiting our Website at <http://purchasingbids.charlottecountyfl.gov/> under "Purchasing Bids Online", document number 215414. No information regarding the submittal will be divulged over the telephone.

Name of Bidder: Bartow Ford Co

(This form to be returned)

If notified of the acceptance of this bid form, the undersigned agrees to execute a Contract for the stated compensation in the form as prescribed by the County, within the time constraints outlined in Instructions to Bidders.

The signature below is a guarantee that the Bidder will not withdraw his/her bid for a period of sixty (60) days after the scheduled time for opening the bids.

In accordance with section 287.135, Florida Statutes, the undersigned certifies that the company is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and does not have business operations in Cuba or Syria (if applicable) or the Scrutinized Companies that Boycott Israel List or is not participating in a boycott of Israel.

All contract documents (i.e.; performance and payment bond, cashier's check, bid bond) shall be in the name of "Charlotte County".

The undersigned acknowledges receipt of the following addenda, and the cost, if any, of such revisions has been included in the price bid.

Addendum No. 1, Dated 7/28/2021 Addendum No. _____, Dated _____; Addendum No. _____, Dated _____

Addendum No. _____, Dated _____; Addendum No. _____, Dated _____; Addendum No. _____, Dated _____

HOLD HARMLESS AGREEMENT: The bidding firm as indicated below, through the signing of this document by any authorized party or agent, indemnify, hold harmless and defend Charlotte County, a political subdivision of the State of Florida, its officers, agents, employees, and volunteers from all suits and actions, including attorney's fees and all costs of litigation and judgment of every name and description brought against the County as a result of loss, damage or injury to person or property by reason of any act or failure to act by the bidding firm, its agents, servants or employees.

Type of Organization (Please Check One): Individual Ownership _____ Joint Venture _____
Partnership _____ Corporation X

Name of Bidding Firm Bartow Ford Co

Mailing Address 2800 US Hwy 98 North

Location Address 2800 US Hwy 98 North

City & State Bartow FL **ZIP** 33830

Telephone: 813-477-0052 **Fax Number:** 863-535-1038 **E-mail:** thefordtruckguy@gmail.com

Signature of person authorized to bind the Company: Richard Weissinger

Print Name/Title of person authorized to bind the Company: Commercial Fleet Sales

Date: 08/10/2021

(This form to be returned)

Attachment: Bid # 2021000541 (2021-R-93 : Approval to Enter into a Piggyback Agreement to Purchase Four (4) Police Interceptor Vehicles)

SOURCE OF SUPPLY AND SUBCONTRACTORS

The following sources of supply and subcontractors shall be used for the **VEHICLES – ANNUAL CONTRACT** project. If a bidder does not have a source of supply or subcontractor, insert "to be determined". When a source or subcontractor is determined, selection will be subject to County approval. (If not applicable, state N/A).

Source of Supply	Subcontractor(s)
1. <u>EMERGENCY & WARNING LIGHTING</u> BEDLINERS	1. <u>WHELEN / SOUNDOFF / FED SIG / NOVA / STAR</u> FORD / DURA LINER / RHINO LININGS / LINEX
2. <u>TRAILER HITCH</u> UTILITY & STAKE BODIES	2. <u>FORD / DRAW TIGHT / REESE</u> KNAPHEIDE / READING / PREMIER
3. <u>CRANES</u> DUMP BODIES	3. <u>VENTURO / AUTO CRANE / LIFT MOORE</u> KNAPHEIDE / RUGBY / VENCO / GODWIN
4. <u>LIFTGATES</u> TRUCK & VAN ACCESSORIES	4. <u>TOMMY GATE / WALTCO</u> MASTER RACK / RANGER / ARDIEN STEEL
5. <u>LAP TOP MOUNTS</u> SERVICE & PARTS MANUALS REAR MOUNTED CAMERA	5. <u>HAVIS / JOTTO / GAMBER</u> HELM PUBLISHING THIS IS NOW A FACTORY INSTALLED ITEM

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that Bartow Ford Co
(name of business) does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require 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.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Signature _____

Dated 08/10/2021

Name of Bidder: Bartow Ford Co

(This form to be returned)



9/20/2021

Richard Weissinger, Commerical Fleet Sales
BARTOW FORD
2800 US Hwy 98 North
Bartow, FL 33830

RE: NOTICE OF ACCEPTANCE

Dear Mr. Weissinger:

This letter shall serve as notification of official acceptance by the Board of County Commissioners of your Bid No. 2021000541, Vehicles – Annual Contract, with your firm. The acceptance of your bid, properly executed by an authorized representative of the company, constitutes a binding contract.

Your signature below represents your concurrence with and acceptance of the terms set forth in this letter and bid submitted by your company on August 11, 2021. Please sign and return to this office by email @ alisa.true@charlottecountyfl.gov. Purchase Orders will be issued on an "as required" basis, and payment shall be made in accordance with the Local Government Prompt Payment Act of the Florida State Statutes.

The contract shall become effective immediately and shall remain in full force and effect through and including September 30, 2022, with option to renew for two additional one-year terms, by mutual consent.

If you have any questions or concerns, please do not hesitate to contact Alisa L. True, CPPB, Senior Contract Specialist, at 941-743-1549.

Yours truly,

Kimberly A. Corbett
Kimberly A. Corbett, C.P.M., CPPB
Senior Division Manager - Purchasing

KAC/at

ACCEPTED:

Richard Weissinger

Richard Weissinger, Commerical Fleet Sales

Date: 09/21/2021

cc: File

PURCHASING

18500 Murdock Circle, Suite 344 | Port
Charlotte, FL 33948
Phone: 941.743.1374 | Fax: 941.743.1384



8/10/2021

Charlotte County Purchasing Division
Kimberly A. Corbett, C.P.M., CPPB
Senior Division Manager - Purchasing
18500 Murdock Circle
Port Charlotte, FL 33948
RE: BID 2021000541, VEHICLES – ANNUAL CONTRACT

Bartow Ford will extend the Ford 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles on the following fleet vehicles for no additional charge:

- 2022 Model Year F-150 (Excluding Raptor)
- 2022 Model Year Super Duty (F-250 through F-600, pickups, and chassis cabs)
- 2022 Model Year F-59 Stripped Chassis
- 2022 Model Year F-53 Stripped Chassis
- 2022 Model Year Transit (Excluding E-Transit)
- 2022 Model Year Transit Connect
- 2023 Model Year E-Series

This limited powertrain warranty will be included in Bartow Ford's bid price for no additional charge. This extension applies to both gas and diesel powertrains.

If you have any questions or need any additional information, please feel free to contact me any time.

Respectfully yours
Richard Weissinger
Commercial Fleet Sales

**BID FORM
VEHICLES – ANNUAL CONTRACT
BID NO. 2021000541**

TO: Senior Division Manager - Purchasing
Board of County Commissioners
Charlotte County Administration Center
18500 Murdock Circle
Port Charlotte, Fl. 33948-1094

The undersigned, as bidder, does hereby declare that he has read the Request for Bids, Instructions to Bidders, Technical Specifications & Conditions, Insurance, Safety & Health Requirements, Bid Form, and any other documentation for

VEHICLES – ANNUAL CONTRACT

and further agrees to furnish all items listed on the attached Bid Form in accordance with the unit price(s) submitted. The above specified documents are herein incorporated into the Bid Form and shall be defined as the contract documents.

Please Note: For bid evaluation purposes, award will be based on the lowest total of the following vehicle and dealer installed option purchases, calculated at the percentage discount (for vehicles) and percentage mark-up (for dealer installed options) submitted by each bidder. These quantities and descriptions are not actual and may vary considerably. They are only given as a means of determining / calculating the lowest responsive, responsible bidder.

PERCENTAGE DISCOUNT OFF OF FORD FACTORY INVOICE (NEW VEHICLE PURCHASES) 4.27 %

PERCENTAGE MARK-UP ON DEALER INSTALLED OPTIONS 0.00 %

Reminder: From the date of the purchase order, the bidder shall have ninety (90) days to deliver (including acceptance) normal production vehicles and one hundred twenty (120) days to deliver (including acceptance) vehicles with dealer installed options.

NOTE: In accordance with Florida Statutes, Section 119.071(1)(b)2: Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.071(1)(b)2 and s. 24(a), Art. I of the State Constitution, except as provided by Florida Statutes 255.0518, until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. Upon release of the intended decision, if you wish to obtain the quote results, you may do so by visiting our Website at <http://purchasingbids.charlottecountyfl.gov/> under "Purchasing Bids Online", document number 215414. No information regarding the submittal will be divulged over the telephone.

Name of Bidder: Bartow Ford Co

(This form to be returned)

SOURCE OF SUPPLY AND SUBCONTRACTORS

The following sources of supply and subcontractors shall be used for the **VEHICLES – ANNUAL CONTRACT** project. If bidder does not have a source of supply or subcontractor, insert "to be determined". When a source or subcontractor is determined, selection will be subject to County approval. (If not applicable, state N/A).

Source of Supply	Subcontractor(s)
1. EMERGENCY & WARNING LIGHTING BEDLINERS	1. WHELEN / SOUNDOFF / FED SIG / NOVA / STAR FORD / DURA LINER / RHINO LININGS / LINEX
2. TRAILER HITCH UTILITY & STAKE BODIES	2. FORD / DRAW TIGHT / REESE KNAPHEIDE / READING / PREMIER
3. CRANES DUMP BODIES	3. VENTURO / AUTO CRANE / LIFT MOORE KNAPHEIDE / RUGBY / VENCO / GODWIN
4. LIFTGATES TRUCK & VAN ACCESSORIES	4. TOMMY GATE / WALTCO MASTER RACK / RANGER / ARDIEN STEEL
5. LAP TOP MOUNTS SERVICE & PARTS MANUALS REAR MOUNTED CAMERA	5. HAVIS / JOTTO / GAMBER HELM PUBLISHING THIS IS NOW A FACTORY INSTALLED ITEM

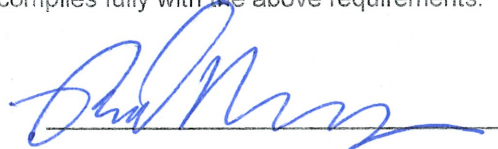
DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that Bartow Ford Co
(name of business) does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require 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.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Signature



Dated

08/10/2021

Name of Bidder: Bartow Ford Co

(This form to be returned)



October 12, 2021

City of Holly Hill
LT. Yates

DESCRIPTION		
K8A	2021 Ford Interceptor Utility	
99R	3.3L V6 Direct-Injection (FFV) V-6 Engine	
44U	10 Speed Automatic Transmission	
86T	Rear Taillight Prep Package Pre-existing holes with standard twist lock sealed capability (does not include LED installed lights) eliminates need to drill housing assemblies	
43D	Dark Car Feature	
60A	Factory Grill, Lamp, Siren & Speaker Wiring	
51T	Factory Pillar Mounted LED Spotlight	
	Bluetooth	
55F	Remote Keyless Entry Key Fob	
76R	Reverse Sensing	
	Rear View Camera	
76P	Pre-Collision Assist w/Pedestrian Detection	
52T	Class III Trailer Tow Lighting Package Includes 4-pin and 7-pin connectors and wiring.	
17A	Aux Air Conditioning	
	Factory Invoice	\$39,473.00
	Government Price Concession Discount	\$2,650.00
	4.27% Contract Discount	\$1,572.34
	Whelen Inneredge Lightbar with LED Takedown Lights, Whelen 295SLSA6 Siren Controller, (1) 100 Watt Speaker, (1) Whelen MICRON Red Mounted in Left Grill Area, (1) Whelen MICRON Blue Mounted in Right Grill Area, (1) Whelen Spitfire Split Red/Blue Mounted in Lower Windsheild Area, (1) Whelen ION Red Mounted in P/S Rear 1/4 Glass, (1) Whelen ION Blue Mounted in D/S Rear 1/4 Glass, Inner Edge RST DUO Rear Facing Bar 10 Head Red/Blue with Amber Traffic Advisor Mounted inside Rear Hatch Area, (2) Clear LED's Mounted in Headlights & (2) Mounted in Taillights, Wig Wag Headlight Flasher, (1) Whelen MICRON Red Mounted in Left Tag Area, (1) Whelen MICRON Blue Mounted in Right Tag Area, Under-the-Side View Mirror with V-Series Combination 180° Warning and Puddle Light, Rear Taillight Flasher, Havis C-VS-1012-INUT-1 Angled Console with Dual Cup Holder & C-ARM-103 Arm Rest, 11" Slide Out Locking Swing Arm with Motion Adapter with UT1006 Standard Laptop Mount & Lock, 1.5 Cell Prisoner System Passenger Side Rear Window Bar, 1/2 Molded Rear Prisoner Seat with Outboard Buckling Seat Belts Intergraded Mesh Rear Cargo Barrier, Universal Dual Weapons Mounted on Partition, Bartow Ford Raised Rear Weapons Vault, Holly Hill POLICE SUPERVISOR Graphics Bartow Ford Custom Installation.	\$9,424.00
	Tellow CITY Tag	\$119.85
		\$0.00
TOTAL PURCHASE AMOUNT PER UNIT		\$44,794.51

Pricing in accordance with the Charlotte County contract # 2021000541

If you have any questions or need any additional information please feel free contact me anytime.

Sincerely Yours,
 Richard Weissinger
 Commercial Fleet Sales
 Direct Line (813) 477-0052
 Fax (863) 533-8485



STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: November 9, 2021
FROM: Stella Gurnee
SUBJECT: A Resolution of the City of Holly Hill, Florida, Amending the Fiscal Year 2021-2022 Annual Operating Budget, Appropriating Project Carry Over Funds for the Purchase of a Spotter Truck and Park Equipment from the Fiscal Year 2020-2021 to the Fiscal Year 2021-2022 Budget; Setting Forth Revenues and Expenditures; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2021-R-94
APPLICANT:
PLANNER:

DISCUSSION:

In Fiscal year 2021 The City of Holly Hill issued a Project budget 21WW06 for purchase of a used Spotter truck and project 21BG10 for Park improvements. The balance in project 21WW06 (Spotter TRick) is \$75,000. The balance in project 21BG10 (Park improvements) is \$50,854.

This resolution carry over FY2021 remaining project budget funds totaling \$125,851 into FY2022. This Resolution will carryover budget funds into the new fiscal year to fund the Purchase.

FISCAL

ANALYSIS:

There are sufficient funds for this request. All fund balances reserve requirements are at the appropriate level.

STAFF RECOMMENDATION:

Approve Resolution as submitted by staff.

COMMISSION

GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

MOTION:

APPROVE AMENDING THE FISCAL YEAR 2021-2022 ANNUAL OPERATING BUDGET, APPROPRIATING PROJECT CARRY OVER FUNDS FROM THE FISCAL YEAR 2020-2021 TO THE FISCAL YEAR 2021-2022 BUDGET; SETTING FORTH REVENUES.

ATTACHMENTS:

- EXHIBIT A-BUDGET RESOLUTION SPOTTER TRUCK & PARKS EQ FY2022 (PDF)

Resolution No. 2021-94

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE FISCAL YEAR 2021-2022 ANNUAL OPERATING BUDGET, APPROPRIATING PROJECT CARRY OVER FUNDS FOR THE PURCHASE OF A SPOTTER TRUCK AND PARK EQUIPMENT FROM THE FISCAL YEAR 2020-2021 TO THE FISCAL YEAR 2021-2022 BUDGET; SETTING FORTH REVENUES AND EXPENDITURES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE FISCAL YEAR 2021-2022 ANNUAL OPERATING BUDGET, APPROPRIATING OPEN PROJECT CARRY OVER FUNDS FROM THE FISCAL YEAR 2020-2021 TO THE FISCAL YEAR 2021-2022 BUDGET; SETTING FORTH REVENUES AND EXPENDITURES AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill has certain projects initiated prior to the fiscal year commencing October 1, 2021, which remain incomplete and will carryover from fiscal year 2021-2022 into the ensuing fiscal year; and

WHEREAS, the City of Holly Hill City Commission adopted Resolution 2021-R-73 approving the Annual Operating Budget for Fiscal Year 2021-2022; and

WHEREAS, the City of Holly Hill, by Resolution 2021-R-91, amended the operating budget for Fiscal Year 2021-2022; and

WHEREAS, the City of Holly Hill City Commission desires to appropriate the necessary carryover and reserve funds for continuation and completion of certain City operations and continuing projects and to set forth and appropriate certain revenues and expenses.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. BUDGET AMENDMENT. The project funds and reserve funds are hereby appropriated as set forth in Composite Exhibit "A" attached hereto, which reflects revenues and corresponding expenditures for the designated projects for fiscal year 2021-2022 budget.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. The Budget item adopted in the preceding section shall govern the expenditures relating to operations and projects for the City during the current fiscal year effective October 1, 2021 through September 30, 2022. This Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 9th day of NOVEMBER, 2021.

Exhibit "A"

FY 2021 - 2022 BUDGET ADMENDMENT

REVENUES AND EXPENSES FY 2021 - 2022	REVENUE	EXPENSE
001 - GENERAL FUND	\$ 50,854	\$ 50,854
400 - WATER & SEWER	\$ 75,000	\$ 75,000
TOTAL ALL FUNDS	\$ 125,854	\$ 125,854



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Resolution**

MEETING DATE: November 9, 2021
FROM: Antoine Khoury
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Waiver of the Formal Bid Procedure for the Purchase of a Used Spotter Truck in an Amount Not to Exceed \$75,000 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2021-R-95
APPLICANT:
PLANNER:

DISCUSSION:

On November 9, 2021, a budget amendment was approved to carryover fiscal year 2021 budgeted funds in the amount of \$75,000 to allow for the purchase of a used spotter truck to haul sludge at the Wastewater Plant under project code 21-WW-06. Purchasing of used vehicles does not lend itself to formal solicitation procedures as specifications of used vehicles such as miles, hours and year will not be consistent. Furthermore, the current supply chain concerns affecting the automotive industry will not permit holding used vehicles for the time required in the sealed bid process.

The Holly Hill Purchasing Policy has anticipated this scenario and authorizes the City Commission to waive the formal bidding procedure of costs greater than \$25,000 provided certain criteria are met. Specifically, Chapter 8 of the purchasing policy states:

CHAPTER 8 - WAIVERS OF BID

The City Manager may waive purchasing policy up to \$25,000, and the City Commission may waive the formal bidding procedure over \$25,000 for the following reasons. Every attempt should be made to obtain three written quotations.

- The health, safety, or welfare of the citizens or employees is at stake.
- To get a vehicle or equipment vital to the operations of the City back into service.
- If equipment needs to be taken apart to give an estimate or price.
- For the purchase or rental of real estate when location is important.
- Emergencies and natural disasters.
- When specifications must not be made public due to covert or confidential operations of the Police Department.
- When advertising must be done in a specific publication such as a trade journal, local publication, etc.
- To obtain materials, equipment, or services which cannot be purchased under normal bid

procedures, as confirmed by the Finance Department.

- When an essential government service would be interrupted.
- When additional loss to public or private property might occur.
- When, after notice in accordance with ordinance, no bids or proposals are received.
- Otherwise as determined to be in the best interest of the City.

City staff recommend that the purchase of the spotter truck be made with a waiver of the formal bid procedure “to obtain materials, equipment, or services which cannot be purchased under normal bid procedures, as confirmed by the Finance Department.”

If approved, staff will purchase a used spotter truck at a cost not to exceed \$75,000 as specified in the approved budget amendment.

The approved budget amendment is included under Exhibit “A” and the waiver recommendation confirmation by the Finance Department is included under Exhibit “B”.

FISCAL ANALYSIS:

The spotter truck has been budgeted into account number 400-8110-580.64-00 in the amount of \$75,000.

STAFF RECOMMENDATION:

Approve the waiver of the formal bid procedure for a used spotter truck in an amount not to exceed \$75,000, and authorize the City Manager to execute the same.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

RESOLUTION:

APPROVE THE WAIVER OF THE FORMAL BID PROCEDURE FOR A USED SPOTTER TRUCK IN AN AMOUNT NOT TO EXCEED \$75,000, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME.

ATTACHMENTS:

- Attachment A-Approved BAR (PDF)
- Attachment B-Waiver Recommendation Confirmation (PDF)

Resolution No. 2021-95**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE WAIVER OF THE FORMAL BID PROCEDURE FOR THE PURCHASE OF A USED SPOTTER TRUCK IN AN AMOUNT NOT TO EXCEED \$75,000 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE WAIVER OF THE FORMAL BID PROCEDURE FOR THE PURCHASE OF A USED SPOTTER TRUCK IN AN AMOUNT NOT TO EXCEED \$75,000 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the replacement of a sludge hauling truck was approved through a budget amendment dated November 9, 2021; and

WHEREAS, the purchase of a used spotter truck cannot be bid in a formal procedure due to necessary differences in specifications as well as current market interruptions of supply chains; and

WHEREAS, the City Commission has authority under Chapter 8 of the Holly Hill Purchasing Policy to waive the formal bid process if specific criteria are met; and

WHEREAS, this purchase meets the criteria of obtaining materials, equipment or services which cannot be purchased under normal bid procedures as confirmed by the Finance Department.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission of the City of Holly Hill approve the waiver of the formal bid procedure for a used spotter truck in an amount not to exceed \$75,000 and authorize the City Manager to execute the same.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect

immediately upon its adoption.

**APPROVED AND AUTHENTICATED on this 9th day of NOVEMBER,
2021.**

Packet Pg. 46

Stella Gurnee <sgurnee@hollyhillfl.org>
To: Joe Forte <jforte@hollyhillfl.org>
Cc: Steven Juengst <sjuengst@hollyhillfl.org>

Steve,
For the Spotter truck you can word your agenda item as waiver of bid as provided in Chapter 8 of the Purchasing policy:

CHAPTER 8 - WAIVERS OF BID

The City Manager may waive purchasing policy up to \$25,000, and Commission may waive the formal bidding procedure over \$25,000 for the following reasons. Every attempt should be made to obtain three written quotations.

- The health, safety, or welfare of the citizens or employees is at stake.
- To get a vehicle or equipment vital to the operations of the City back into service.
- If equipment needs to be taken apart to give an estimate or price.
- For the purchase or rental of real estate when location is important.
- Emergencies and natural disasters.
- When specifications must not be made public due to covert or confidential operations of the Police Department.
- When advertising must be done in a specific publication such as a trade journal, local publication, etc.
- To obtain materials, equipment, or services which cannot be purchased under normal bid procedures, as confirmed by the Finance Department.

[Quoted text hidden]
--
Stella L. Gurnee
Finance Director
City of Holly Hill
sgurnee@hollyhillfl.org
Phone (386)248-9426

Attachment: Attachment B-Waiver Recommendation Confirmation (2021-R-95 : Spotter Truck Purchase)



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Resolution**

MEETING DATE: November 9, 2021
FROM: Antoine Khoury
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Purchase of Picnic Tables, Park Benches and Barbecue Grills from Pride Industries at a Cost of \$27,463.01 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2021-R-96
APPLICANT:
PLANNER:

DISCUSSION:

The Public Works Department is requesting authorization to proceed with the purchase of replacement picnic tables, benches and barbecue grills for Sunrise Park North. This purchase will include (16) 6' recycled plastic picnic tables with galvanized frames, (8) 8' recycled plastic picnic tables with galvanized frames, (3) 6' ADA accessible recycled plastic picnic tables with galvanized frames, (5) 6' recycled plastic contour benches and (4) replacement barbecue grills. Pictures of the equipment to be purchased are included under Exhibit "A".

The picnic tables currently on site that are still usable will be used to replace picnic tables at City Hall and 7th Street Park. Picnic tables that are no longer suitable to be installed elsewhere will be discarded.

This purchase will complete the Parks Improvements project allocated in the FY2020/2021 budget under project 21-BG-10.

Staff is recommending that the City Commission approve a purchase order from Pride Enterprises in the amount of \$27,463.01 according to the policy set forth in the City of Holly Hill purchasing policies section 2.41. The proposals received from Pride Enterprises are included under Exhibits "B" and "C".

POLICIES 2.41 RESPECT AND PRIDE

Items purchased from these Departments are exempt from bidding. Purchasing has catalogues and price lists from these Departments.

RESPECT of Florida (Florida Association of Rehabilitation Facilities, Inc.)

Florida Statute Sections 413.032-413.037 directs state and local government Departments to

purchase certain products and services from qualified, nonprofit, community-based organizations employing persons with disabilities.

PRIDE (Florida Prison Industries) - Florida Statute Section 946.006 authorizes the manufacture, processing, or production of "such items as are ... needed and used in state institutions and Departments and in other governmental jurisdictions of the state."

In order to ensure that competitive pricing was received, additional proposals were received from Park Warehouse and Kirby Built in the amounts of \$29,806.95 and \$30,637.51 respectively. These proposals are included under Exhibits "D" and "E".

FISCAL ANALYSIS:

Funding was approved in the FY2020/2021 budget in the amount of \$80,000 for park improvements under General Ledger account number 001-4172-572.46-01. Of this amount, \$29,146.07 has been expended in the treatment of park restroom floors and the painting of pavilions and the restroom building at Sunrise Park. As such, an available balance of \$50,853.93 remains to cover the cost of the park equipment indicated. These project funds have been carried over from fiscal year 2020/2021 to fiscal year 2021/2022.

STAFF RECOMMENDATION:

Approve the purchase of picnic tables, park benches and barbecue grills for Sunrise Park North from Pride Enterprises and authorize the City Manager to execute the agreement.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

Goal #2: Enhance City aesthetics through beautification and maintenance of city property and public rights of way, consistent enforcement of zoning and property maintenance codes, and development of reasonable design standards and a corresponding process which is applicable to all new developments and business improvements in the city.

MOTION:

APPROVE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH PRIDE ENTERPRISES FOR THE PURCHASE OF PICNIC TABLES, PARK BENCHES AND BARBECUE GRILLS FOR SUNRISE PARK NORTH AT A COST OF \$27,463.01 AS APPROVED IN THE FY2020-2021 BUDGET.

ATTACHMENTS:

- Exhibit A-Pictures of Equipment (PDF)
- Exhibit B -Pride Picnic Tables & Bench Quotation(PDF)
- Exhibit C-Pride Grill Quotation (PDF)
- Exhibit D-Park Warehouse Quotation (PDF)
- Exhibit E-Kirby Built Quotation (PDF)

Resolution No. 2021-96**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PURCHASE OF PICNIC TABLES, PARK BENCHES AND BARBECUE GRILLS FROM PRIDE INDUSTRIES AT A COST OF \$27,463.01 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PURCHASE OF PICNIC TABLES, PARK BENCHES AND BARBECUE GRILLS FROM PRIDE INDUSTRIES AT A COST OF \$27,463.01 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, replacement of the picnic tables, park benches and barbecue grills are needed in Sunrise Park North and are part of the Park Improvements project approved in FY2020-2021; and

WHEREAS, Pride Enterprises are exempt from bidding per policies 2.41 in the City of Holly Hill purchasing policy; and

WHEREAS, additional proposals were received to ensure that the prices given by Pride Enterprises are competitive in order to ensure that the lowest, most responsive vendor was awarded this project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission of the City of Holly Hill approve the purchase of picnic tables, park benches and barbecue grills from Pride Enterprises in the amount of \$27,463.01 and authorize the City Manager to execute the same.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 9th day of NOVEMBER,

Resolution 2021-96

Meeting of November 9, 2021

2021.



Easy-Access Plastic Tables

A green alternative, easy-access tables are available in cedar or sand-colored recycled plastic.

ITEM	PRODUCT ID	DIMENSIONS
6' Easy-Access Plastic Table	14167300PLA	60"W x 30"H x 6'L
8' Easy-Access Plastic Table	14167302PLA	60"W x 30"H x 8'L
6' Easy-Access ADAPlastic Picnic Table	14167301PLA	60"W x 30"H x 8'L



PEDESTAL

Pedestal tables are the easy choice for open public areas where security is paramount—also providing durability and longevity.

Landscape Timber Freestanding Table

Constructed with pressure-treated southern yellow pine, the landscape timber freestanding table gives a natural outdoor look and is perfect for hosting large crowds.

ITEM	PRODUCT ID	DIMENSIONS
6' Landscape Timber Freestanding Table	14167810NA	32.5"W x 31"H x 6'L





CONTOUR

Whether you seek a seat for a quick or leisurely rest, the contour bench combines quality and simple comfort in an easy-to-use design.

Wood Contour Benches

The ruggedly constructed wood contour benches are attractive and provide long-lasting comfort.

ITEM	PRODUCT ID	DIMENSIONS
6' Wood Contour Bench, In-Ground Mounted	14167701NA	20"W x 53"H x 6'L
8' Wood Contour Bench, In-Ground Mounted	14167702NA	20"W x 53"H x 8'L
6' Wood Contour Bench, Surface-Mounted	14167704NA	20"W x 53"H x 6'L
8' Wood Contour Bench, Surface-Mounted	14167705NA	20"W x 53"H x 8'L



Plastic Contour Benches

Classic plastic benches are an ideal substitute for any environment-friendly setting. Also available without arms and in cedar or sand-colored recycled plastic.

ITEM	PRODUCT ID	DIMENSIONS
6' Plastic Contour Bench, In-Ground Mounted	14167701PLA	20"W x 53"H x 6'L
8' Plastic Contour Bench, In-Ground Mounted	14167702PLA	20"W x 53"H x 8'L
6' Plastic Contour Bench, Surface-Mounted	14167704PLA	20"W x 53"H x 6'L
8' Plastic Contour Bench, Surface-Mounted	14167705PLA	20"W x 53"H x 8'L



Metal Contour Benches

Classic metal benches are built for strength and stability in ever-changing seasons and are available in the powder-coat, galvanized, or Plascoat™ color of your choosing. Available with punched or lasered patterns.

ITEM	PRODUCT ID	DIMENSIONS
6' Metal Contour Bench, Surface-Mounted	41104010101-01	23"W x 37"H x 6'L
8' Metal Contour Bench, Surface-Mounted	41104010101-02	28"W x 37"H x 8'L
6' Metal Contour Bench, In-Ground Mounted	41104010201-01	23"W x 37"H x 6'L
8' Metal Contour Bench, In-Ground Mounted	41104010201-02	28"W x 37"H x 8'L



Actual bench may differ slightly from this image representation. Call for details



FIRE RINGS

PRIDE fire rings are constructed of low-maintenance steel, are accessible from all sides, and have an adjustable grill plate for easy heat control. Fire rings can be mounted in-ground or surface-mount. **Contact us for a full listing of fire rings.**

Single Fire Rings

Employing a hinged grill plate, the stationary single fire rings are designed with safety in mind.

ITEM	PRODUCT ID	DIMENSIONS
Single Standard Fire Ring	41102000000-01	32"W x 7"H x 32"L

Adjustable Fire Rings

Adjustable fire rings have a removable grill plate for easy coal replacement.

ITEM	PRODUCT ID	DIMENSIONS
Adjustable Fire Ring	41102000000-02	32"W x 17"H x 32"L



GRILLS

Available with adjustable standard or laser grill plate. PRIDE grills are constructed of low-maintenance steel and offer a 360° swivel for ease-of-use.

STANDARD FEATURES - Pedestal designs standard with pivoting fire box

Construction: Cold roll steel

Mounting: Surface-mount or in-ground

Accessories: Side table, full grill or griddle, flip-top hood (Selected models only)

STAINLESS STEEL - Stainless grills available - Please call for details

Grillmaster In-Ground Mount Grills

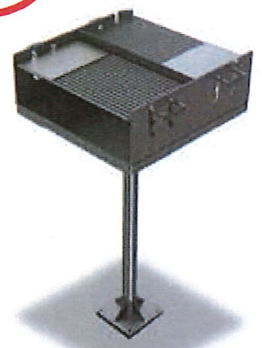
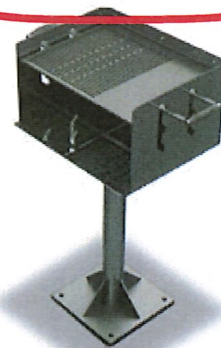
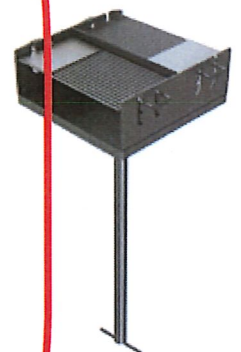
The Grillmaster double grill provides twice the size and function of a single grill while still using minimal space.

ITEM	PRODUCT ID	DIMENSIONS
Double BBQ Grill - In-Ground Mount, Stainless Steel Grate	41101000000-29	L-31-7/8"x W-20-1/2"x D-11" H-59-1/4"
Double BBQ Grill - In-Ground Mount, Stainless Steel Grate with Hamburger Plate	41101000000-33	L-31-7/8"x W-20-1/2"x D-11" H-59-1/4"
Single BBQ Grill - In-Ground Mount, Mild Steel Grate	41101000000-08	L-16-1/16"x W-20-1/2"x D-11" H-59-3/8"
Single BBQ Grill - In-Ground Mount, Mild Steel Grate with Hamburger Plate	41101000000-10	L-16-1/16"x W-20-1/2"x D-11" H-59-3/8"

Grillmaster Surface-Mount Grills

Perfect for any outdoor setting. The single grill can be mounted in the tightest of spaces.

ITEM	PRODUCT ID	DIMENSIONS
Double BBQ Grill, Surface Mount, Stainless Steel Grate, w/Hamburger Plate	41101000000-31	L-31-7/8"x W-20-1/2"x D-11" H-44"
Double BBQ Grill, Surface Mount, Stainless Steel Grate	41101000000-27	L-31-7/8"x W-20-1/2"x D-11" H-44"
Single BBQ Grill, Surface Mount, Mild Steel Grate, w/Hamburger Plate	41101000000-12	L-16-1/16"x W-20-1/2"x D-11" H-44-1/8"
Double BBQ Grill, Surface Mount, Mild Steel Grate	41101000000-28	L-16-1/16"x W-20-1/2"x D-11" H-44-1/8"





PRIDE Lumber Products
13825 NE 258th Ln
Raiford, FL 32083

Contact us with any questions, information, or comments:

phone: 866-228-5135

fax: 813-890-2132

e-mail: THannon@pride-enterprises.org

Delivery Address:

453 LPGA BLVD. HOLLY HILL, FL. 32117

Quotation

Date: 10/14/2021

Quoted by:

Recipient: CITY OF HOLLY HILL

STEVE JUENGST

SJUENGST@HOLLYHILLFL.ORG

386-248-9463

QTY	UNIT	ITEM DESCRIPTION	TREATMENT	UNIT PRICE	EXTENDED PRI
16	EA	6FT PLASTIC PICNIC TABLE W/GALVANIZED FRAME		\$ 795.00	\$ 12,720.0
8	EA	8FT PLASTIC PICNIC TABLE W/GALVANIZED FRAME		\$ 925.00	\$ 7,400.0
3	EA	6FT ADA PLASTIC PICNIC TABLE W/GALVANIZED FRAME		\$ 887.00	\$ 2,661.0
5	EA	6FT SURFACE MOUNT PLASTIC CONTOUR BENCH		\$ 579.47	\$ 2,897.3

PRICES ARE VALID FOR 30 DAYS FROM QUOTATION DATE

For deliveries: Customer must offload OR will pay a \$75.00 forklift fee. Please let us know if you don't need a forklift provided.

To place your order:

Verify your
delivery address



Mark your
method of
payment



Send an e-mail stating to
proceed with the order OR
return the signed quote

SUBTOTAL \$ 25,678.3

7% TAX

FREIGHT \$ 444.4

FORKLIFT \$ 75.0

TOTAL \$ 26,197.7

METHOD OF PAYMENT ☐ Check
☐ Credit Card
☐ PO#

Accepted by (signature)



PRIDE Enterprises
223 Morrison Rd
Brandon, FL 33511
USA

Customer Service

Questions, Information or Comments
Telephone : 8772836819
Fax : 8138902132
Email : customerservice@prideenterprises.org

Telephone 877-283-6819
Fax
Tax registration number 858014921980C3

Quotation copy

Page 1 of 1
Number SQ000003962-1
Date 10/14/2021
Requisition
Your ref.
Our ref. mdelp
Quotation deadline 10/21/2021
Payment Net 30 days

Ship to:
Holly Hill - Ridgewood Av
1065 Ridgewood Ave
HOLLY HILL, FL 32117
USA

Item number	Description	Ship date	Quantity	Unit	Sales price	Discount	Discount percent	Amount
41101000000-08	GRILL: MS-SINGLE-EMB-W/MS GRATE Quantity : 4.0000 Configuration : 496P	10/28/2021	4.00	EA	296.00	0.00	0.00%	1,184.00
CFreight	Freight Charges to zip code 32117	10/28/2021	1.00	EA	81.26	0.00	0.00%	81.26

Steve Juengst, Admin
386 248-9463
sjuengst@hollyhillfl.org

Sales subtotal							
Currency	amount	Total discount	Charges	Net amount	Sales tax	Round-off	Total
USD	1,265.26	0.00	0.00	1,265.26	0.00	0.00	1,265.26

Attachment: Exhibit C-Pride Grill Quotation (2021-R-96 : Park Equipment - Sunrise Park North)


Park Warehouse LLC

7495 W. Atlantic Ave., Suite #200-294
Delray Beach, FL 33446
888-321-5334

**Quality Commercial Site Furnishings for
Municipalities, Schools & Property Managers**

Billing

Steve Juengst
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117
Phone: 3862489463

Shipping

Steve Juengst
City of Holly Hill
453 LPGA Blvd Holly Hill
Holly Hill, FL 32117

Quote: Q245655

Quote Date

September 7, 2021

Quote Expiration

14 Days (09/21/2021)

Sales Rep: Rose x520

Ref#:

\$29,806.95

If you receive a lower quote, please remember our
best price guarantee!

Description	SKU	Cost	Qty	Total
A-Frame Recycled Plastic Picnic Table Length: 8ft Color : Cedar Slats	ACPT19-1	\$1,215.00 \$1,032.75	11	\$13,365.00 \$11,360.25
A-Frame Recycled Plastic Picnic Table Length: 6ft	ACPT19-3	\$909.00 \$772.65	12	\$10,908.00 \$9,271.80
A-Frame Recycled Plastic Picnic Table Length: 6ft ADA Color: Cedar Slats	ACPT19-2	\$1,086.00 \$923.10	3	\$3,258.00 \$2,769.30
Comfort Park Avenue Recycled Plastic Bench Length: 4ft Mounting Kit: Surface Mount Bracket Color: Cedar Slats	ACBE7-7	\$440.00 \$374.00	5	\$2,200.00 \$1,870.00
630 Series Charcoal Grill 300 Sq In - Rotating Pedestal ADA Option: non-ADA Configuration: Standard Mounting Type: Inground Mount Post Size: 3 1/2" OD Shelf Option: No Shelf	622gr110-3	\$336.00 \$285.60	3	\$1,008.00 \$856.80

Attachment: Exhibit D-Park Warehouse Quotation (2021-R-96 : Park Equipment - Sunrise Park North)


Park Warehouse LLC

7495 W. Atlantic Ave., Suite #200-294
 Delray Beach, FL 33446
 888-321-5334

**Quality Commercial Site Furnishings for
 Municipalities, Schools & Property Managers**

Description	SKU	Cost	Qty	Total
630 Series Charcoal Grill 300 Sq In - Rotating Pedestal	622gr110-11	\$328.00	1	\$328.00
ADA Option: ADA		\$278.80		\$278.80
Configuration: Standard				
Mounting Type: Inground Mount				
Post Size: 3 1/2" OD				
Shelf Option: No Shelf				
Discount				\$4,660.05
Subtotal				\$26,406.95
Shipping				\$3,400.00
Total				\$29,806.95

Quote Note: Grills Estimated lead time 8-10 weeks. Picnic Tables and Benches Estimated lead time 12 weeks. Freight includes notification before delivery and lift gate service. Thanks for the opportunity to do business! Please note that Ship dates are based on raw material availability and production time and can fluctuate due to the current volatility in our market. We appreciate your patience as we are fulfilling orders as quickly as possible.

Attachment: Exhibit D-Park Warehouse Quotation (2021-R-96 : Park Equipment - Sunrise Park North)



Park Warehouse LLC

7495 W. Atlantic Ave., Suite #200-294
Delray Beach, FL 33446
888-321-5334

Quality Commercial Site Furnishings for Municipalities, Schools & Property Managers

SHIPPING:

All merchandise is sold F.O.B. Deliveries are made during normal business hours, 8am - 4pm Monday - Friday.

• Standard shipping charges are for Tailgate delivery to any commercial location on a commercial truck route.

• The truck driver is under no obligation to help you unload.

• If you are unable to accept a shipment via this method you must purchase additional services.

(Additional Services Available: Residential Delivery, Limited Access Delivery, Liftgate Service, Inside Delivery, Construction Site Delivery, Notify Before Delivery)

Customer Initials

SERVICE DISCREPENCIES:

If there is a discrepancy in the services requested and the minimum services required to deliver the product (either before or after delivery of product), Park Warehouse reserves the right to charge the customer for any necessary additional services provided at the time of delivery.

Customer Initials

INSPECTION OF SHIPMENTS (OR DAMAGED PRODUCT):

It is the customers responsibility to verify the delivery is for the correct product, count the number of pieces being delivered, and inspect for damages

• All claims of damage MUST be recorded on the delivery receipt provided by the delivery driver at the time of delivery and reported to us within 48 hours of delivery.

• Park Warehouse does NOT GUARANTEE replacement parts or product FREE of charge due to concealed or unreported damages

Customer Initials

CANCELLATIONS:

All cancellations must be done in writing prior to shipping. Made-to-Order items already in production may not be cancelled. Any order placed by credit card in excess of \$1000 and cancelled after the close of business on the day the order was placed shall incur a fee of 5%.

Customer Initials

RETURNS:

• We will accept returns of unused products up to 30 days from shipping date subject to ALL of the following terms and conditions:

• Written approval: You must receive written approval and utilize the instructions issued by our Customer Service Department before any merchandise can be returned.

• Shipping Returns: All merchandise must be returned in its original packaging, freight Prepaid. No Collect shipments are accepted.

• Re-Stocking & Shipping Fees: The customer is responsible for a minimum 25% re-stocking fee and all related shipping charges on product returned for reasons other than damage or defect. Original shipping charges will not be refunded.

Customer Initials

* Web-Orders: For online orders, Park Warehouse is not responsible if customer orders incorrect product or colors. All return and restock fees apply.

* Assembly Usually Required. Many of our products are shipped unassembled in order to minimize damage and lower freight charges.

* Made-to-Order or Personalized items are not returnable unless a defect in manufacturing is presented to us with pictures prior to return.

* Unless Otherwise noted, shipping charges include standard delivery only. Liftgate service, notify before delivery available at additional cost.

*** Ship date will be emailed to you. Ship dates are based on raw material availability and production time and can fluctuate. We appreciate your patience as we are fulfilling orders as quickly as possible. AND NOTE- DUE TO FLUCTUATIONS AND UNCERTAINTY OF RAW MATERIAL COSTS, THIS QUOTE IS VALID FOR 14 DAYS ONLY. ANY LEAD TIMES QUOTED ARE ESTIMATES AND MAY CHANGE DUE TO VOLATILITY AND DEMAND OF RAW MATERIALS.**

* Force Majeure: No Party to this Agreement shall be responsible for any delays or failure to perform any obligation under this Agreement due to acts of God, outbreaks, epidemic/pandemic or the spreading of disease or contagion strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure, the Parties' duty to perform obligations shall be suspended.

To accept this proposal, please sign below and initial each section above.

Signature of Authorized Person

Date

Print Name

* By signing you are placing a binding order and agree to the terms of the sale as stated herein.

Quote#:

Q245655

Total:

\$29,806.95

Terms:

Credit Card

Attachment: Exhibit D-Park Warehouse Quotation (2021-R-96 : Park Equipment - Sunrise Park North)



Steven Juengst <sjuengst@hollyhillfl.org>

KirbyBuilt Sales: Quote# QUOKSA2581

KirbyBuilt <info@kirbybuilt.com>

Tue, Sep 7, 2021 at 12:08 PM

Reply-To: KirbyBuilt <messages.1315792.9963586.34d5406810@1315792.email.netsuite.com>

To: SJUENGST@hollyhillfl.org

Dear Steven Juengst:

Thank you for your interest in KirbyBuilt Sales Below is the quote you have requested. Please advise if any changes are required or when you are ready to place the order.

We look forward to doing business with you.

Thank you,

Kent

KirbyBuilt Sales

Customer Service and Inside Sales Representative

(866) 965-4729 x .5467

Please review our company's Product Warranty, Shipping Policy, and Return Policy as stated at the bottom of our website: www.kirbybuilt.com before placing your order.



KirbyBuilt Sales
222 State Street
Batavia IL 60510
(866) 965-4729
info@kirbybuilt.com

Quote

Account Number - 31706

Estimate # QUOKSA2581

9/3/2021

Customer

Steven Juengst
City Of Holly Hill
[1065 Ridgewood Ave](#)
Holly Hill FL 32117
(386) 248-9463

Ship To

Steve Juengst
City Of Holly Hill
[453 Lpga Blvd](#)
[Holly Hill FL 32117](#)
(386) 248-9463

Item	Qty	Rate	Amount	Estimated Lead Time
VUP5015 Family-Sized Dual-Post Grill	4	\$628.85	\$2,515.40	Ships in 6 - 8 Weeks
ATB1300-GN Providence A-Frame Picnic Table/ 6' Table/ Evergreen	12	\$828.85	\$9,946.20	Ships in 10 - 12 Weeks

Item	Qty	Rate	Amount	Estimated Lead Time
ATB1305-GN Providence A-Frame Picnic Table/ 8' Table/ Evergreen	11	\$998.85	\$10,987.35	Ships in 10 - 12 Weeks
ABC1115-GN/BK Victory Park Bench/ 4' Bench/ Evergreen/ Black Frame	5	\$588.85	\$2,944.25	Ships in 10 - 12 Weeks

Subtotal	\$26,393.20
Tax Total (%)	\$0.00
Shipping	\$4,244.31
Total	\$30,637.51

*Estimated lead time is based on normal fulfillment time of an order at this moment. Orders with large quantities may require additional time. These estimates are subject to change based on the nationwide 2021 supply chain issue.

PRICING FOR THIS QUOTE IS LOCKED IN FOR 30 DAYS

Attachment: Exhibit E-Kirby Built Quotation (2021-R-96 : Park Equipment - Sunrise Park North)



STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: November 9, 2021
FROM: Antoine Khoury
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing Piggybacking Volusia County Master Agreement 70047A with Granite Inliner, LLC and Approving the Project “Stormwater Pipe Lining on Elizabeth Street and Tuscaloosa Avenue” with Granite Inliner, LLC in an Amount Not to Exceed \$197,000.00; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2021-R-97
APPLICANT:
PLANNER:

DISCUSSION:

There are stormwater pipe erosion issues in the area of Elizabeth Street and Tuscaloosa Avenue in Holly Hill. The issue on Elizabeth Street is that the stormwater pipe is corrugated metal and has eroded causing sinkholes. The issue on Tuscaloosa Avenue is that the stormwater pipe is reinforced concrete and the joints have separated also causing sinkholes.

Volusia County has a contract #MA 70047A with Granite Inliner, LLC out of Sanford, Florida for Pipelining. This Master Agreement has been extended through April 5, 2022 at the same prices, terms and conditions as the original Master Agreement (Exhibit A and Exhibit B).

Staff recommends that the piggyback this Master Agreement for the lining of the stormwater pipes on Elizabeth Street and Tuscaloosa Avenue. Quotes from Granite Inliner, LLC are Exhibit C and Exhibit D. Pricing quoted is consistent with piggyback agreement.

Current City of Holly Hill Purchasing Manual

Policy 2.39 Other Government Entities’ Contracts.

The City may utilize (piggy-back) any other government entity’s open contract that have been competitively bid and awarded to the low responsive, responsible bidder meeting the specifications, in accordance with City Purchasing regulations. The City may also piggyback off U.S. General Services Administration, GSA Contracts. When another entity’s contracts is the be utilized, a copy of that contract shall be forwarded to the Finance Department for review and evaluation to determine if it meets the City’s requirement regarding competitive bidding and award.

Chapter 287, Florida Statutes, grants the authority to piggyback the purchase of goods and

services as a form of intergovernmental cooperative purchasing in which a public purchaser requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for other public purchasing units to purchase from the selected vendor under the same terms and conditions as itself in order to take advantage of the better pricing that large purchasers are able to obtain in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.).

FISCAL ANALYSIS:

Funding for these projects have been budgeted into the FY 2021-2022 budget in account number 461-8110-580-6300 under project codes 22SW01 and 22SW03 respectively.

The cost of project 22SW01 is \$107,478, with an approved budget of \$110,000. The cost of project 22SW03 is \$88,611, with an approved budget of \$105,000.

STAFF RECOMMENDATION:

That the City Commission approve the Resolution as submitted by staff.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

APPROVE AUTHORIZING TO PIGGYBACK VOLUSIA COUNTY MASTER AGREEMENT 70047A TO PROVIDE STORMWATER LINING ON ELIZABETH STREET AND TUSCALOOSA AVENUE.

ATTACHMENTS:

- Exhibit A-VC MA ITB 17-B-56KT (PDF)
- Exhibit B-VC MA 70047A Extention through 4-5-22 (PDF)
- Exhibit C-Granite Inliner Elizabeth St Proposal (PDF)
- Exhibit D-Granite Inliner Tuscaloosa Ave Proposal (PDF)
- 17-B-56KT Addendum 1 (PDF)
- 17-B-56KT Addendum 2 (PDF)

Resolution 2021-97

Meeting of November 9, 2021

- 17-B-56KT Approved Agenda Item(PDF)
- 17-B-56KT Recommendation of Award (PDF)
- ITB 17-B-56KT (PDF)

Resolution No. 2021-97

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING PIGGYBACKING VOLUSIA COUNTY MASTER AGREEMENT 70047A WITH GRANITE INLINER, LLC AND APPROVING THE PROJECT "STORMWATER PIPE LINING ON ELIZABETH STREET AND TUSCALOOSA AVENUE" WITH GRANITE INLINER, LLC IN AN AMOUNT NOT TO EXCEED \$197,000.00; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING PIGGYBACKING VOLUSIA COUNTY MASTER AGREEMENT 70047A WITH GRANITE INLINER, LLC AND APPROVING THE PROJECT "STORMWATER PIPE LINING ON ELIZABETH STREET AND TUSCALOOSA AVENUE" WITH GRANITE INLINER, LLC IN AN AMOUNT NOT TO EXCEED \$197,000.00; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, there are stormwater issues in the area of Elizabeth Street and Tuscaloosa Avenue in Holly Hill; and

WHEREAS, Volusia County has a Master Agreement #70047A with Granite Inliner, LLC out of Sanford, Florida the City would like to piggyback; and

WHEREAS, Granite Inliner, LLC has submitted proposals in an amount not to exceed \$197,000.00 to reline the stormwater pipes on Elizabeth Street and Tuscaloosa Avenue; and

WHEREAS, pricing quoted is consistent with the piggyback agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. The desires to have the stormwater pipes on Elizabeth Street and Tuscaloosa Avenue relined.

SECTION 2. Volusia County has a Master Agreement #70047A with Granite Inliner, LLC.

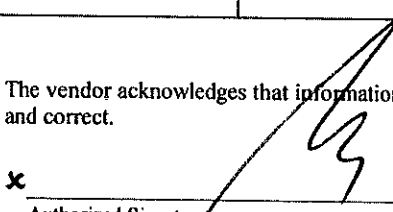
SECTION 3. Granite Inliner, LLC has submitted proposals in an amount not to exceed \$197,000.00 for this project.

SECTION 4. The city desires to piggyback Volusia County Master Agreement 70047A for the Stormwater Pipe Lining on Elizabeth Street and Tuscaloosa Avenue Project.

SECTION 5. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 9th day of NOVEMBER, 2021.

SUBMIT TO: COUNTY OF VOLUSIA PURCHASING & CONTRACTS 123 W. INDIANA AVE., RM. 302 DELAND, FL 32720-4608	 INVITATION TO BID
CONTACT PERSON: Kendrick Thomas..... 386-626-6624	AN EQUAL OPPORTUNITY EMPLOYER www.volusia.org/purchasing
DELAND:.....386-736-5935 DAYTONA BEACH:.....386-257-6000 NEW SMYRNA BEACH:.....386-423-3300	
TITLE: Pipe Lining	NUMBER: 17-B-56KT
SUBMITTAL DEADLINE: Wednesday, February 15, 2017 at 3:00 p.m., EST	
DO <u>NOT</u> RESPOND TO THIS SOLICITATION ON LINE – SEE SECTION 2.3, DELIVERY OF BIDS	
PRE BID DATE, TIME AND LOCATION: A Pre-Bid Meeting will not be held for this solicitation	
FIRM'S NAME: LAYNE INLINER, LLC	The vendor acknowledges that information provided in this Bid is true and correct.  x _____ Authorized Signature MARK HARRIS Typed Name VICE PRESIDENT Title 2-15-17 Date
MAILING ADDRESS: 2531 JEWETT LANE	
SANFORD, FL 32771	
CITY - STATE - ZIP: MIKE. CANNON@LAYNE.COM	
E-MAIL ADDRESS: 407-472-0014	
TELEPHONE NO: 407-472-0014 FAX NO: 407-472-0099	
FEDERAL ID NO. OR SOCIAL SECURITY NO. 01-0684682	
THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE GENERAL CONDITIONS AND INSTRUCTIONS ***** PLEASE READ CAREFULLY *****	
Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public openings or meetings sponsored by the Volusia County Purchasing and Contracts Division shall contact the County's ADA Coordinator at 386-248-1760, at least two (2) business days prior to the scheduled opening or meeting.	
1. SUBMISSION OF OFFERS: All offers shall be submitted in a sealed envelope or package. The invitation number, title, and opening date shall be clearly displayed on the outside of the sealed envelope or package. The delivery of responses to the Volusia County Purchasing and Contracts Division Office prior to the specified date and time is solely and strictly the responsibility of the Bidder. Any submittal received in the Purchasing and Contracts Division Office after the specified date and time will not be considered. Responses shall be submitted on forms provided by the County. Additional information may be attached to the submittal. Facsimile submissions are NOT acceptable. No offer may be modified after acceptance.	6. INTERPRETATION/ADDENDA: Any questions concerning conditions and specifications shall be directed to the designated contact person. Those interpretations which may affect the eventual outcome of the invitation/offer shall be furnished in writing to prospective Bidders. No interpretation shall be considered binding unless provided in writing by the County of Volusia Purchasing and Contracts Division in the form of an addendum. Any addenda issued shall be acknowledged by signature and returned with Bidder's response. Failure to acknowledge addenda may result in the offer not being considered.
2. EXECUTION OF OFFER: Offer shall contain a manual signature in the space(s) provided of a representative authorized to legally bind the Bidder to the provisions therein. All spaces requesting information from the Bidder shall be completed. Responses shall be typed or printed in ink. Use of erasable ink or pencil is not permitted. Any correction made by the Bidder to any entry must be initialed.	7. INCURRED EXPENSES: This invitation does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any Bidder in preparing and submitting a reply, or any cost or expense incurred by any Bidder prior to the execution of a purchase order or Contract/Agreement.
3. OPENING: Opening shall be public in the Volusia County Purchasing and Contracts Division immediately following the advertised deadline date and time for receipt of submittals. Pursuant to Section 119.07(3) (f) Florida Statutes (1991) no further information regarding offers submitted will be made public until such time of intended award or thirty (30) days, whichever is earlier.	8. DISADVANTAGED BUSINESSES: The County of Volusia, Florida, has adopted policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services.
4. PUBLIC RECORD: The County of Volusia, Florida, is governed by the Public Record Law, Chapter 119, Florida Statutes.	9. LOCAL BUSINESSES: The County Council has established a policy to encourage participation of local businesses in the provision of goods and services. The County will endeavor to assist local businesses to achieve this goal.
5. CLARIFICATION/CORRECTION OF ENTRY: The County of Volusia reserves the right to allow for the clarification of questionable entries and the correction of OBVIOUS MISTAKES.	A. General Conditions Local Businesses: A prime contractor or subcontractor duly licensed and authorized to engage in the particular business in Lake, Orange, Osceola, Seminole or Volusia County, Florida, and holds a valid local business tax receipt for that place of business for a minimum six (6) months prior to the date of submittal of the Bid or quote to the County.

CONTINUED ON NEXT PAGE

10. **PRICING:** Unless otherwise specified prices offered shall remain firm for a period of at least ninety (90) days; all pricing of goods shall include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point(s) within the County to a secure area or inside delivery; all prices of services shall include all expenses necessary to provide the service at the location specified.
11. **ADDITIONAL TERMS & CONDITIONS:** The County of Volusia reserves the right to reject offers containing terms or conditions contradictory to those requested in the invitation specifications.
12. **TAXES:** The County of Volusia is exempt from Federal Excise Taxes and all sales taxes. Florida State Exemption Certificate No. 85-8012622393C-9.
13. **DISCOUNTS:** All discounts except those for prompt payment shall be considered in determining the lowest net cost for evaluation purposes.
14. **MEETS SPECIFICATIONS:** The Bidder represents that all offers to this invitation shall meet or exceed the minimum requirements specified.

15. **BRAND NAME OR EQUAL:** If items requested by this invitation have been identified in the specifications by a Brand Name "OR EQUAL" description, such identification is intended to be descriptive and not restrictive and is to indicate the quality and characteristics of products that will be acceptable. Offers proposing "equal" products will be considered for award if such products are clearly identified in the offer and are determined by the County to meet fully the salient characteristic requirements listed in the specifications.

Unless the Bidder clearly indicates in his/her offer that he/she is proposing an "equal" product, the offer shall be considered as offering the same brand name product referenced in the specifications.

If the Bidder proposes to furnish an "equal" product, the brand name of the product to be furnished shall be clearly identified. The evaluation of offers and the determination as to equality of the product offered shall be the responsibility of the County and will be based on information furnished by the Bidder. The Purchasing and Contracts Division is not responsible for locating or securing any information which is not identified in the response and reasonably available to the Purchasing and Contracts Division. To insure that sufficient information is available the Bidder shall furnish as part of the response all descriptive material necessary for the Purchasing and Contracts Division to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the Bidder proposes to furnish and what the County would be binding itself to purchase by making an award.

16. **SAMPLES:** When required, samples of products shall be furnished with response to the County at no charge. Samples may be tested and will not be returned to the Bidder. The result of any and all testing shall be made available upon written request.
17. **SILENCE OF SPECIFICATIONS:** The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.
18. **GOVERNING LAWS:** Any Agreement to purchase resulting from this invitation shall be governed by the laws, regulations, and ordinances of the State of Florida and the County of Volusia, Florida. Venue shall be non-jury in the Circuit Court of Volusia County, Florida.
19. **ASSIGNMENT:** Any agreement to purchase issued pursuant to this invitation and award thereof and the monies which may become due hereunder are not assignable except with the prior written approval of the County.
20. **CONTENT OF INVITATION/RESPONSE:** The contents of this invitation, all terms, conditions, specifications, and requirements included herein and the accepted and

awarded response thereto may be incorporated into an agreement to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service requested herein shall supersede the requirements of the "GENERAL CONDITIONS AND INSTRUCTIONS."

21. **LIABILITY:** The Contractor shall hold and save the County of Volusia, its officers, agents, and employees harmless against claims by third parties resulting from breach of contract or negligence by the Contractor.
22. **PATENTS, COPYRIGHT, AND ROYALTIES:** The supplier/provider, without exception, shall indemnify and save harmless the County of Volusia, its officers, agents and employees from liability of any nature of kind, including cost and expenses for or on account of any copyrighted, registered, patented, or unpatented invention, process, or article manufactured or used in the provision of goods and/or services, including use by the County of Volusia. If the supplier/provider uses any design, device, or materials covered by letters, patent, copyright, or registration, it is mutually agreed and understood without exception that the quoted price shall include all royalties or costs arising from the use of such design, device, or materials in any way involved.
23. **TRAINING:** Unless otherwise specified suppliers/providers may be required at the convenience of and at no expense to the County to provide training to County personnel in the operation and maintenance of any item purchased as a result of this invitation.
24. **ACCEPTANCE:** Products purchased as a result of this invitation may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at Bidder's expense. Those items and items not delivered by the delivery date specified in accepted offer and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the Bidder.
25. **SAFETY WARRANTY:** Any awarded Contractor including dealers, distributors, and/or manufacturers shall be responsible for having complied with all Federal, State, and local standards, regulations, and laws concerning the product or service specified, and the use thereof, applicable and effective on the date of manufacture or use or date in service including safety and environmental standards as apply to both private industry and governmental agencies.
26. **WARRANTY:** The Bidder agrees that, unless otherwise specified, the product and/or service furnished as a result of this invitation and award thereto shall be covered by the most favorable commercial warranty the Bidder gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the County of Volusia by any other provision of the invitation/offer.
27. **AWARD:** As the best interest of the County may require, the County reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or on a countywide basis with one or more supplier(s) or provider(s); to reject any and all offers or waive any irregularity or technicality in offers received. Bidders are cautioned to make no assumptions unless their offer has been evaluated as being responsive. Any or all award(s) made as a result of this invitation shall conform to applicable ordinances of the County of Volusia, Florida.
28. **VIOLATIONS:** Any violation of any of the stipulations, terms, and/or conditions listed and/or included herein may result in the Bidder being removed from the County Bid list and the Bidder being disqualified from doing business with the County for a period of time to be determined on a case-by-case basis.
29. For purposes of this Invitation and evaluation of responses hereto the following shall apply: unit prices shall prevail over extended prices; written matter shall prevail over typed matter; numbers spelled in word form shall prevail over Arabic numerals ("one" over "1"). When not inconsistent with context words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

**THE COUNTY OF VOLUSIA RESERVES THE RIGHT TO REJECT ANY OR ALL OFFERS,
TO WAIVE INFORMALITIES, AND TO ACCEPT ALL OR ANY PART OF ANY OFFER
AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE COUNTY**

Unit	Description	Unit Price				
	RICIPP - Lining - Purchase & Install	Pipe Cover				
	Repair length 0 to 100 feet	0' to 2'	2' to 4'	4' to 6'	6' to 8'	8' to >10'
LF	12 in. Diameter Pipe	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00
LF	15 in. " "	\$90.00	\$90.00	\$90.00	\$90.00	\$90.00
LF	18 in. " "	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
LF	21 in. " "	\$123.00	\$123.00	\$123.00	\$123.00	\$123.00
LF	24 in. " "	\$136.00	\$136.00	\$136.00	\$136.00	\$136.00
LF	30 in. " "	\$163.00	\$163.00	\$163.00	\$163.00	\$163.00
LF	36 in. " "	\$187.00	\$187.00	\$187.00	\$187.00	\$187.00
LF	42 in. " "	\$238.00	\$238.00	\$238.00	\$238.00	\$238.00
LF	48 in. " "	\$282.00	\$282.00	\$282.00	\$282.00	\$282.00
LF	54 in. " "	\$365.00	\$365.00	\$365.00	\$365.00	\$365.00
LF	60 in. Diameter Pipe	\$460.00	\$460.00	\$460.00	\$460.00	\$460.00
	Total	\$2,219.00	\$2,219.00	\$2,219.00	\$2,219.00	\$2,219.00

Unit	Description	Unit Price				
	RICIPP - Lining - Purchase & Install	Pipe Cover				
	Repair length 101 feet to 500 feet	0' to 2'	2' to 4'	4' to 6'	6' to 8'	8' to >10'
LF	12 in. Diameter Pipe	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00
LF	15 in. " "	\$56.00	\$56.00	\$56.00	\$56.00	\$56.00
LF	18 in. " "	\$73.00	\$73.00	\$73.00	\$73.00	\$73.00
LF	21 in. " "	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00
LF	24 in. " "	\$105.00	\$105.00	\$105.00	\$105.00	\$105.00
LF	30 in. " "	\$145.00	\$145.00	\$145.00	\$145.00	\$145.00
LF	36 in. " "	\$170.00	\$170.00	\$170.00	\$170.00	\$170.00
LF	42 in. " "	\$205.00	\$205.00	\$205.00	\$205.00	\$205.00
LF	48 in. " "	\$252.00	\$252.00	\$252.00	\$252.00	\$252.00
LF	54 in. " "	\$301.00	\$301.00	\$301.00	\$301.00	\$301.00
LF	60 in. Diameter Pipe	\$345.00	\$345.00	\$345.00	\$345.00	\$345.00
	Total	\$1,782.00	\$1,782.00	\$1,782.00	\$1,782.00	\$1,782.00

Unit	Description	Unit Price				
	RICIPP - Lining - Purchase & Install	Pipe Cover				
	Repair length 501 feet to 1000 feet	0' to 2'	2' to 4'	4' to 6'	6' to 8'	8' to >10'
LF	12 in. Diameter Pipe	\$43.00	\$43.00	\$43.00	\$43.00	\$43.00
LF	15 in. " "	\$54.00	\$54.00	\$54.00	\$54.00	\$54.00
LF	18 in. " "	\$71.00	\$71.00	\$71.00	\$71.00	\$71.00
LF	21 in. " "	\$82.00	\$82.00	\$82.00	\$82.00	\$82.00
LF	24 in. " "	\$101.00	\$101.00	\$101.00	\$101.00	\$101.00
LF	30 in. " "	\$132.00	\$132.00	\$132.00	\$132.00	\$132.00
LF	36 in. " "	\$163.00	\$163.00	\$163.00	\$163.00	\$163.00
LF	42 in. " "	\$198.00	\$198.00	\$198.00	\$198.00	\$198.00
LF	48 in. " "	\$235.00	\$235.00	\$235.00	\$235.00	\$235.00
LF	54 in. " "	\$289.00	\$289.00	\$289.00	\$289.00	\$289.00
LF	60 in. Diameter Pipe	\$320.00	\$320.00	\$320.00	\$320.00	\$320.00
	Total	\$1,688.00	\$1,688.00	\$1,688.00	\$1,688.00	\$1,688.00

LF = Linear Feet

Unit	Description	Unit Price		
		Length of Repair		
		3'	5'	10'
	RICIPP Point Repair Purchase and Install			
LF	12 in. Diameter Pipe	No Bid	No Bid	No Bid
LF	15 in. " "	No Bid	No Bid	No Bid
LF	18 in. " "	No Bid	No Bid	No Bid
LF	21 in. " "	No Bid	No Bid	No Bid
LF	24 in. " "	No Bid	No Bid	No Bid
LF	30 in. " "	No Bid	No Bid	No Bid
LF	36 in. " "	No Bid	No Bid	No Bid
LF	42 in. " "	No Bid	No Bid	No Bid
LF	48 in. " "	No Bid	No Bid	No Bid
LF	54 in. " "	No Bid	No Bid	No Bid
LF	60 in. Diameter Pipe	No Bid	No Bid	No Bid
Total		\$0.00	\$0.00	\$0.00

Unit	Description	Unit Price		
		Length of Repair		
		0'-100'	101'-500'	501'-1000'
	Polyethylene Piping			
LF	12 in. Diameter Pipe	No Bid	No Bid	No Bid
LF	15 in. " "	No Bid	No Bid	No Bid
LF	18 in. " "	No Bid	No Bid	No Bid
LF	21 in. " "	No Bid	No Bid	No Bid
LF	24 in. " "	No Bid	No Bid	No Bid
LF	30 in. " "	No Bid	No Bid	No Bid
LF	36 in. " "	No Bid	No Bid	No Bid
LF	42 in. " "	No Bid	No Bid	No Bid
LF	48 in. " "	No Bid	No Bid	No Bid
LF	54 in. " "	No Bid	No Bid	No Bid
LF	60 in. Diameter Pipe	No Bid	No Bid	No Bid
Total		\$0.00	\$0.00	\$0.00

Maintenance of Traffic		Cost
DAY	Light Traffic - 2 lane road - 1 lane operation	\$375.00
DAY	Heavy Traffic - 2 lane road - 1 lane operation	\$750.00
DAY	Light Traffic - 3+ lane road - Work in 1 lane	\$950.00
DAY	Heavy Traffic - 3+ lane road - Work in 1 lane	\$1,500.00
DAY	Close Road - Short Detour	\$1,750.00
DAY	Close Road - Long Detour	\$1,900.00
Total		\$7,225.00

Stormwater By Pass Pumping		Cost
DAY	Low Volume Pumping	\$2,050.00
DAY	High Volume Pumping	\$3,850.00
Total		\$5,900.00

LF = Linear Feet

Florida Department of State

DIVISION OF CORPORATIONS

[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /**Detail by Entity Name**

Foreign Limited Liability Company

LAYNE INLINER, LLC

Filing Information

Document Number M02000001646
FEI/EIN Number 01-0684682
Date Filed 06/21/2002
State IN
Status ACTIVE
Last Event LC NAME CHANGE
Event Date Filed 05/01/2012
Event Effective Date NONE

Principal Address

1800 HUGHES LANDING BOULEVARD
SUITE 800
THE WOODLANDS, TX 77380

Changed: 04/26/2016

Mailing Address

1800 HUGHES LANDING BOULEVARD
SUITE 800
THE WOODLANDS, TX 77380

Changed: 04/26/2016

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Authorized Person(s) Detail**Name & Address**

Title MMGR

LAYNE HEAVY CIVIL, INC.
1800 HUGHES LANDING BOULEVARD
SUITE 800
THE WOODLANDS, TX 77380

Title VP

Attachment: Exhibit A-VC MA ITB 17-B-56KT (2021-R-97 : Stormwater Pipe Lining Contract Approval to Piggyback Volusia County Contract)

HARRIS, MARK M
2531 JEWETT LANE
SANFORD, FL 32771

Title VP, CFO, Manager

ANDERSON, J MICHAEL
1800 HUGHES LANDING BOULEVARD
SUITE 800
THE WOODLANDS, TX 77380

Title VP, Secretary, Manager

CROOKE, STEVEN F
1800 HUGHES LANDING BOULEVARD
SUITE 800
THE WOODLANDS, TX 77380

Title President

PURLEE, LARRY D
4520 NORTH STATE ROAD 37
ORLEANS, IN 47452

Title Asst. Treasurer

SCHMIDT, CURTIS J
1800 HUGHES LANDING BOULEVARD
SUITE 800
THE WOODLANDS, TX 77380

Title VP, Treasurer

VERVILLE, KEITH D
1800 HUGHES LANDING BOULEVARD
SUITE 800
THE WOODLANDS, TX 77380

Title Manager

CALIEL, MICHAEL J
1800 HUGHES LANDING BOULEVARD
SUITE 800
THE WOODLANDS, TX 77380

Title VP

MCCLANAHAN, DENISE C
4520 NORTH STATE ROAD 37
ORLEANS, IN 47452

Annual Reports

Attachment: Exhibit A-VC MA ITB 17-B-56KT (2021-R-97 : Stormwater Pipe Lining Contract Approval to Piggyback Volusia County Contract)

Report Year	Filed Date
2014	04/22/2014
2015	04/28/2015
2016	04/26/2016

Document Images

04/26/2016 -- ANNUAL REPORT	View image in PDF format
04/28/2015 -- ANNUAL REPORT	View image in PDF format
04/22/2014 -- ANNUAL REPORT	View image in PDF format
04/20/2013 -- ANNUAL REPORT	View image in PDF format
05/10/2012 -- ANNUAL REPORT	View image in PDF format
05/01/2012 -- LC Name Change	View image in PDF format
04/19/2012 -- ANNUAL REPORT	View image in PDF format
04/14/2011 -- ANNUAL REPORT	View image in PDF format
04/01/2010 -- ANNUAL REPORT	View image in PDF format
04/17/2009 -- ANNUAL REPORT	View image in PDF format
05/15/2008 -- ANNUAL REPORT	View image in PDF format
05/10/2007 -- ANNUAL REPORT	View image in PDF format
04/17/2007 -- ANNUAL REPORT	View Image in PDF format
01/16/2006 -- ANNUAL REPORT	View image in PDF format
01/13/2005 -- ANNUAL REPORT	View image in PDF format
01/28/2004 -- ANNUAL REPORT	View Image in PDF format
03/20/2003 -- ANNUAL REPORT	View Image in PDF format
06/21/2002 -- Foreign Limited	View image in PDF format

Florida Department of State, Division of Corporations

CERTIFICATE

The undersigned, Alicia Crandall, hereby certifies that she is the duly elected, qualified, and acting Assistant Secretary of Layne Inliner, LLC, an Indiana limited liability company (the "Company"), and as such is familiar with the books and records of said Company, and does hereby certify the following:

1. that authority to enter into contracts was granted by the Sole Member (Layne Heavy Civil, Inc. (f/k/a Reynolds, Inc.)) of the Company in Paragraph 7.3.2 of the Operating Agreement of the Company, dated April 30, 2002; that the following is a true and correct copy of such authority as it appears in the minute books of the Company; and that such Operating Agreement is in full force and effect:

7.3.2 The powers of the Managers shall include all powers, statutory or otherwise, possessed by or permitted to Managers of a limited liability company under the laws of the State of Indiana. The Managers shall have full power and authority to do all things deemed necessary or desirable to conduct the business of the LLC, including, without limitation, the following:

7.3.2.5 The negotiation, execution and performance of any contracts, conveyances or other instruments that the Managers consider useful or necessary to the conduct of the LLC's operations or the implementation of the Managers' powers under this Agreement.

2. that the resolutions set forth below were adopted by the Board of Directors of the Company by unanimous written consent, dated as of January 30, 2015; that the following is a true and correct copy of such resolutions as they appear in the minute books of the Company; and that such resolutions are in full force and effect:

AUTHORITY TO ENTER INTO CONTRACTS

WHEREAS, the directors deem it in the best interests of the corporation to state the bid, contract and purchase order limits of the various officers and employees of the corporation.

NOW, THEREFORE, BE IT RESOLVED, that effective as of January 30, 2015, and in lieu of all previous actions of the Board of Directors, the authority of the following officers and employees of the corporation to (i) accept customer purchase orders and affix the corporate seal thereon and (ii) issue bids and/or enter into contracts with customers in the name of and on behalf of the corporation, shall be for an amount up to and including the amount set forth beside each of their titles in the following schedule:

<u>Title</u>	<u>Amount</u>
President	\$10,000,000
Vice President	\$5,000,000
General Manager or District Manager.....	\$1,000,000
Senior Manager, Business Development Manager or Branch Manager.....	\$500,000
Account Manager or Project Manager	\$100,000

FURTHER RESOLVED, that the authority of the following officers and employees of the corporation to enter into contracts with vendors in connection with the sale of the corporation's products and services and the purchase of

supplies and equipment (other than purchases of capital equipment), in the name of and on behalf of the corporation, shall be for an amount up to and including the amount set forth beside each of their titles in the following schedule:

<u>Title</u>	<u>Amount</u>
President.....	\$1,000,000
Non-Executive Corporate Officer or Vice President	\$250,000
General Manager.....	\$100,000

FURTHER RESOLVED, that the president or vice president of the corporation may delegate the authority to enter into contractual commitments which they are authorized to execute pursuant to these resolutions to any other officer, assistant division manager, district manager, branch manager or other employee of the corporation and may, as requested by any third party, indicate such delegation by addressing a letter or other written document to such third party.

FURTHER RESOLVED, that prior to execution thereof, pursuant to the preceding resolution, any contract in excess of the authorized limits granted herein must be approved by any two members of the Board of Directors; provided, however, that the execution of any contract in accordance with the preceding resolution may be considered by all third parties to be conclusive evidence that all appropriate authority pursuant to these resolutions has been granted.

FURTHER RESOLVED, that the secretary, any assistant secretary, or any other officer of the corporation be, and they hereby are, authorized to certify a copy of these resolutions, and any customer of the corporation is hereby authorized to rely upon said certificate as so presented.

3. that the resolutions set forth below were adopted by the Board of Directors of the Company by unanimous written consent, dated as of July 20, 2015; that the following is a true and correct copy of such resolutions as they appear in the minute books of the Company; and that such resolutions are in full force and effect:

APPOINTMENT OF OFFICERS

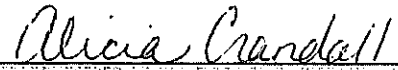
RESOLVED, that all of the acts, actions and things done for, in the name of, and on behalf of this corporation by its officers during the preceding year be, and the same hereby are, ratified, confirmed and approved.

RESOLVED, that the following persons be, and they hereby are, elected to the offices set opposite their respective names, to serve in such capacities at the pleasure of the Board of Directors until the next annual meeting of the Board of Directors and until their successors are duly elected and qualified:

Larry D. Purlee	—	President
J. Michael Anderson	—	Vice President and Chief Financial Officer
Andrew M. Grygiel	—	Vice President and Treasurer
Steven F. Crooke	—	Vice President and Secretary
Denise C. McClanahan	—	Vice President
Mark M. Harris	—	Vice President
Curtis J. Schmidt	—	Assistant Treasurer

Brent L. Buckalew	—	Assistant Secretary
Alicia L. Crandall	—	Assistant Secretary
Tommy H. Nezat	—	Assistant Secretary

IN WITNESS WHEREOF, Alicia Crandall has hereunto set her hand this 12th day of August, 2015.



Alicia Crandall, Assistant Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783**

(850) 487-1395

**HARRIS, MARK M
LAYNE INLINER, LLC
2531 JEWETT LANE
SANFORD FL 32771**

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION**

CUC1224477 ISSUED: 07/17/2016

**CERT UNDERGROUND & EXCAV CNTR
HARRIS, MARK M
LAYNE INLINER, LLC**

**IS CERTIFIED under the provisions of Ch. 489 FS.
Expiration date: AUG 31, 2018 L1607170001942**

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD**

LICENSE NUMBER

CUC1224477

**The UNDERGROUND UTILITY & EXCAVATION CO
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018**

**HARRIS, MARK M
LAYNE INLINER, LLC
2531 JEWETT LANE
SANFORD FL 32771**



ISSUED: 07/17/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1607170001942

Packet Pg. 78

Attachment: Exhibit A-VC MA ITB 17-B-56KT (2021-R-97 : Stormwater Pipe Lining Contract Approval to Piggyback Volusia County Contract)

FEBRUARY 15, 2017

4.0 BID SUBMITTAL FORM

TO: County of Volusia, Florida
Office of Director of Purchasing and Contracts
123 W. Indiana Avenue, Room 302
DeLand, FL 32720-4608

The undersigned hereby declare(s) that [firm name] LAYNE INLINER, LLC
has carefully examined the specifications to furnish Pipe Lining,
for which Bid Submittals were advertised to be received no later than 3:00 p.m., EST, on
Wednesday, February 15, 2017, and further declares that the firm will furnish the Pipe Lining
according to specifications.

Complete Attachment A and return with bid submittal
(Open Attachment from website, perform "file save as" and save spreadsheet to your
computer. Fill in pricing, preferably electronically.)
Include Attachment, in excel format (not pdf), on CD with the rest of your submittal documents.

The County reserves the right to negotiate with the awarded vendor for additional services
similar in nature not known at the time of Bid closing.

Sole Proprietor ☐ Yes ☒ No Total number employees 409

The following information is required in order to be granted a price redetermination.

Assuming that the prices quoted include costs for vehicles, maintenance, repair, insurance, fuel,
wages, insurances and other employee benefits, materials, overhead, operating expenses, etc.,
what percentage of the rate is directly attributed to the cost of fuel? 14 %

Which does the firm use:

☒ Diesel fuel or ☒ Gasoline?
PROANE

Assuming that the prices quoted include costs for vehicles, maintenance, repair, insurance, fuel,
wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly
attributed to the cost of wages? 22 %

Assuming that the prices quoted include costs for vehicles, maintenance, repair, insurance, fuel,
wages, insurances and other employee benefits, materials, overhead, operating expenses, etc.,
what percentage of the rate is directly attributed to the cost of materials? 38 %

Prompt payment discount, if applicable: 0 %, _____ Days; Net 45 Days

Do you accept electronic funds transfer (EFT)? ☐ YES ☒ NO

Do you offer a discount for electronic funds transfer (EFT)? ☐ YES, _____ % ☒ NO

Have you supplied all the Submittal Requirements outlined below?

- ☒ Invitation to Bid cover pages. (Includes two pages)
- ☒ Florida Department of State, Division of Corporations' Sunbiz Report for your firm
- ☒ Completed and executed Bid Submittal form
- ☒ References, in accordance with Section 2.10, *Definition of Responsive and Responsible*
- ☒ If you have a physical location in Lake, Orange, Osceola, Seminole or Volusia County, submit one of these:
 - ☒ Current Business Tax Receipt, OR ☐ Proof of Exemption Form
- N/A ☒ Proof of Insurance, per Section 2.23
- N/A ☒ Hold Harmless Agreement and/or Notice of Election to be Exempt, if required
- ☒ Conflict of Interest form
- ☒ Any addenda pertaining to this ITB
- ☒ Taxpayer Identification Number and Certification Form
- ☒ Certification Affidavit confirming Local Preference Eligibility, if applicable
- ☒ Licenses, per Section 2.22
- ☒ Drug-Free Work Place Form
- N/A ☒ Certification Regarding Debarment – Prime Form
- N/A ☒ Certification Regarding Debarment – Sub Form
- ☒ Attachment A - Pricing Sheet
- ☐ Equipment List, including pictures
- ☒ Did you include a CD or USB drive, as required in the Section 2.6, *Bid Submittal Form*?

The County of Volusia reserves the right to reject any or all proposals, to waive informalities, and to accept all or any part of any proposal as may be deemed to be in the best interest of the County.

I hereby certify that I have read and understand the requirements of this Invitation to Bid No. 17-B-56KT, "Pipe Lining", and that I, as the Bidder, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any Agreement(s) and/or other transactions required by award of this ITB.

Further, as attested to by below signature, I will provide the required insurance, per §2.23, Insurance, upon notification of recommendation of award.

The vendor acknowledges that information provided in this Bid is true and correct:

x

Authorized Signature

MARK HARRIS

Printed Name

VICE PRESIDENT

Title

LAYNE INLINER, LLC

Company Name

2531 JEWETT LANE, SANFORD, FL 32771

Full Address

407-472-0014 / 407-472-0099 MIKE.CANNON@LAYNE.COM

Telephone

13-073-4267

Fax

E-mail Address

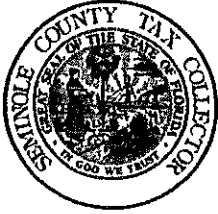
01-0684682

Dunn & Bradstreet #

Federal I.D. #

5.0 REFERENCES

Agency #1	SEMINOLE COUNTY, FL		
Address	177 BUSH LOOP		
City, State, ZIP	SANFORD, FL 32773		
Contact Person	OWEN REAGAN		
E-mail	OREAGAN@SEMINOLECOUNTYFL.GOV		Phone: 407-665-5946
Date(s) of Service	2006 - PRESENT - VARIOUS CONTRACTS		
Type of Service	STORM LINE REHABILITATION CLEANING, & VIDEO RECORDING		
Comments:	MULTIPLE CONTRACTS		
Agency #2	ORANGE COUNTY, FL		
Address	4200 S. JOHN YOUNG PARKWAY		
City, State, ZIP	ORLANDO, FL 32839-9205		
Contact Person	ROLANDO MELO		
E-mail	ROLANDO.MELO@OCFL.NET		Phone: 407-836-5644
Date(s) of Service	1/15/2000 TO PRESENT - VARIOUS PROJECTS		
Type of Service	STORM SEWER REHABILITATION SANITARY SEWER REHABILITATION		MULTIPLE MULTI-YEAR CONTRACTS
Comments:	MULTIPLE MULTI-YEAR CONTRACTS		
Agency #3	CITY OF ORLANDO		
Address	400 SOUTH ORANGE AVE.		
City, State, ZIP	ORLANDO, FL 32801		
Contact Person	JAMES KINNEY / JOHN EVERTSEN		
E-mail	JAMES.KINNEY@CITYOFORLANDO.NET		Phone: 407-246-2083
Date(s) of Service	10/19/2010 TO PRESENT - VARIOUS CONTRACTS		
Type of Service	STORM LINE REHABILITATION		
Comments:	MULTIPLE MULTI-YEAR CONTRACTS		



SEMINOLE COUNTY BUSINESS TAX RECEIPT

RAY VALDES, SEMINOLE COUNTY TAX COLLECTOR

PO Box 630 ■ Sanford, FL 32772-0630 ■ Telephone: 407-665-1000

www.seminoletax.org

VALID THROUGH 09/30/17

LAYNE INLINER LLC
2531 JEWETT LN
SANFORD, FL 32771

Account #: 159592

MARK HARRIS (OFFICER)

REGULATED

License # - CUC1224477

Qualifier- MARK M HARRIS

****SANFORD CITY LICENSE REQUIRED ****

Receipt #: OLHS2016083002499

Amount Paid: \$ 45.00

Date Paid: 08/30/2016

BUSINESS OWNER, PLEASE NOTE THE FOLLOWING:

- **DISPLAY THE ABOVE RECEIPT PROMINENTLY:** This Business Tax Receipt shall be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the County. Upon failure to do so, the business shall be subject to the payment of another business tax for the same business or profession.
- **RENEW THIS TAX BEFORE IT EXPIRES:** Pursuant to Florida Statutes, all Business Tax Receipts shall be issued by the Tax Collector beginning July 1st of each year, and it shall expire on September 30th of the succeeding year. Those Business Tax Receipts issued as renewal accounts beginning October 1st shall be delinquent and subject to a delinquency penalty of 10% for the month of October, plus an additional 5% penalty for each month of delinquency thereafter until paid; provided that the total penalty shall not exceed 25% of the business tax for the delinquent establishment (Florida Statute [FS] 205.053 [1]).

A 25% penalty shall be imposed on any individual engaged in any new business or profession without first obtaining a Seminole County Business Tax receipt. ([FS] 205.053 [2])

This Business Tax Receipt is only a receipt for business taxes paid. It does not permit the taxpayer to violate any existing regulatory or zoning laws of the state, county, or municipality, nor does it exempt the taxpayer from any other required licenses, registrations, certifications, or permits. Business Tax requirements are subject to legislative change.

- **REPORT ALL CHANGES:** The holder of this Business Tax Receipt is required to report a change in the following: Ownership, Business Location, Mailing Address, or any other information that would alter the status of the current year's taxes. This includes, but is not limited to, the loss of or a change in a State License which was used to qualify for the business activity and/or occupation identified on the current County Business Tax Receipt. If you have any changes to report, contact the Business Tax Department at 407-665-7636.

LAYNE INLINER LLC
4520 N STATE ROAD 37
ORLEANS, IN 47452

Country Services Building
 1101 E First Street
 Sanford, FL 32771

Casselberry Office
 104 Wilshire Blvd. Unit 1000
 Casselberry, FL 32707

Oak Grove Shoppes
 995 N SR 434 Suite 505
 Altamonte Springs, FL 32714

ShelMar Prof'l Building
 1490 Swanson Dr #100
 Oviedo, FL 32765

Commons at Primera
 845 Primera Blvd
 Lake Mary, FL 32746



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 08/17/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC. 818 Town & Country Blvd, Suite 500 Houston, TX 77024-4549	CONTACT NAME: PHONE (A/C, No, Ext): 713-877-8975 FAX (A/C, No): 713-877-8974 E-MAIL ADDRESS:														
INSURED Layne Inliner, LLC 2531 Jewett Lane Sanford, FL 32771	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B : American Guarantee and Liability Insurance Company</td> <td>26247</td> </tr> <tr> <td>INSURER C : Lexington Insurance Company</td> <td>19437</td> </tr> <tr> <td>INSURER D : American Zurich Insurance Company</td> <td>40142</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich American Insurance Company	16535	INSURER B : American Guarantee and Liability Insurance Company	26247	INSURER C : Lexington Insurance Company	19437	INSURER D : American Zurich Insurance Company	40142	INSURER E :		INSURER F :	
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INSURER D : American Zurich Insurance Company	40142														
INSURER E :															
INSURER F :															

COVERAGES
CERTIFICATE NUMBER: WWAMP9VF

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			GLO 0194362-00	05/01/2016	08/01/2017	EACH OCCURRENCE \$ 1,250,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COM/OP AGG \$ 10,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS			BAP 0194359-00	05/01/2016	08/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			AUC 0194471-00	05/01/2016	08/01/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 0194360-00 (AOS) WC 0194361-00 (WI & MA)	05/01/2016	05/01/2017	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 5,000,000 E.L. DISEASE - EA EMPLOYEE \$ 5,000,000 E.L. DISEASE - POLICY LIMIT \$ 5,000,000
C	Contractors Equipment			026159794	08/01/2015	11/01/2016	All Leased, Owned or Rented Equipment Per Occurrence: \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER
CANCELLATION

For Information Only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

9.0 CONFLICT OF INTEREST FORM

I HEREBY CERTIFY that

1. I, (printed name) MARK HARRIS, am the
(title) VICE PRESIDENT and the duly authorized representative
of the firm of (Firm Name) LAYNE INLINER, LLC whose address is
2531 JEWETT LANE, SANFORD, FL 32771, and that I possess the
legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest,
real or apparent, due to ownership, other clients, contracts, or interests associated with this
project; and,
3. This Bid Submittal is made without prior understanding, agreement, or connection with any
corporation, firm, or person submitting a Bid for the same services, and is in all respects fair and
without collusion or fraud.

EXCEPTIONS to items above (List):

N/A

Signature:

Printed Name:

MARK HARRIS V.P.

Firm Name:

LAYNE INLINER, LLC

Date:

2-15-17

STATE OF

Florida

COUNTY OF

Seminole

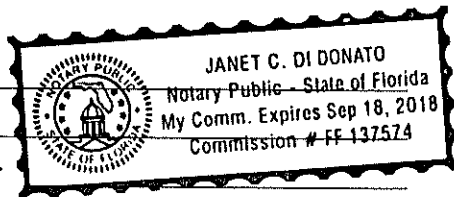
Sworn to and subscribed before me this 15 day of FEBRUARY 2017, by
MARK HARRIS, who is/are personally known to me or
who has/have produced _____ as identification.

Janet DiDonato
NOTARY PUBLIC - STATE OF Florida

Type or print name:

Commission No.:

Commission Expires:



(Seal)

February 6, 2017

Addendum No. 1



BUDGET AND ADMINISTRATIVE SERVICES
Purchasing and Contracts

123 West Indiana Avenue • Room 302 • DeLand, FL 32720-4608
 (386) 736-5935 • Fax (386) 736-5972
 E-mail: purchasing@volusia.org
www.volusia.org

Subject: ADDENDUM NO. 1 to RFP, 17-B-56KT, Pipe Lining

This addendum is being issued to make changes to the bid. This document and all changes, as listed below, shall become an integral part of the bid and shall take precedence over what was previously stated in the bid document.

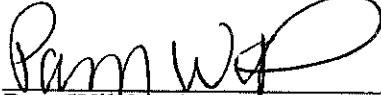
1. Will you allow steam curing for CIPP? Right now, only water cure is specified.

Yes, steam curing is allowed.

2. Will you allow the Contractor to stack the work and limit mobilization efforts? For example, the Contractor could mobilize each quarter for several weeks to perform work with crews that are located 2 hours from the site. This will be mutually agreed to meet your needs and the Contractor's schedule.

Stacking work is not acceptable. The Contractor needs to respond as needed for repair work.

Please sign and attach this addendum to your proposal. If you have any questions regarding this information, please contact Kendrick Thomas at 386-626-6624 or e-mail kthomas@volusia.org


 Pam Wilsky, CPPB
 Procurement Manager

Please sign and return entire Addendum with proposal.

Vendor: LAYNE INLINER, LLC

Authorized Signature: _____

Printed Name & title of Above: MARK HARRIS, V.P.

Phone No.: 407-472-0014 Date: 2-10, 2017

FAILURE TO RETURN ENTIRE FORM WITH THE PROPOSAL MAY CAUSE THE PROPOSAL TO BE RENDERED NON-RESPONSIVE.

Attachment: Exhibit A-VC MA ITB 17-B-56KT (2021-R-97 : Stormwater Pipe Lining Contract Approval to Piggyback Volusia County Contract)

Request for Taxpayer Identification Number and Certification

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Layne Inliner, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC
☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ **C**
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

☐ C Corporation
☐ S Corporation
☐ Partnership
☐ Trust/estate

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) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
2531 Jewett Lane

6 City, state, and ZIP code
Sanford, FL 32771

7 List account number(s) here (optional)

Requester's name and address (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 Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-			-		
or								
Employer identification number								
0	1	-	0	6	8	4	6	8
								2

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 on page 3.

Sign Here Signature of U.S. person ▶ *Antoni J. Donato* Date ▶ **2-15-17**

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

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?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

10.0 CERTIFICATION AFFIDAVIT BY PRIME CONTRACTOR AS LOCAL BUSINESS

This form must be signed and sworn to in the presence of a notary public or other official authorized to administer oaths.

A. This sworn statement is submitted to County of Volusia, FL, Purchasing and Contracts;

By: MARK HARRIS, V.P.
(Authorized individuals name and title)

For: LAYNE INLINER, LLC
(Name of Company/Individual submitting sworn statement)

B. Local Preference Eligibility

1. Vendor has been in business for a minimum of six (6) months prior to the date of Bids or quote ☒ Yes ☐ No
2. Vendor has proof of local business in the form of a business tax receipt from a local jurisdiction per Volusia County Local Preference ordinance ☒ Yes ☐ No

I understand that the submission of this form to the contracting officer for Volusia County, Florida, is valid through the end of term of the awarded Agreement. I also understand that failure to notify the County of Volusia of a change in address out of the local area may result in breach of Agreement.

(Signature) MARK HARRIS, V.P.

STATE OF FLORIDA
COUNTY OF SEMINOLE

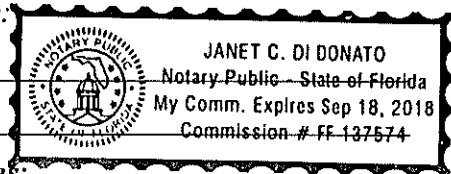
Sworn to and subscribed before me this 15th day of FEBRUARY, 2017, by MARK HARRIS, who is/are personally known to me or who has/have produced _____ as identification.

Janet DiDonato
NOTARY PUBLIC - STATE OF Florida

Type or print name: _____

Commission No.: _____

Commission Expires: _____



(Seal)

12.0 DRUG-FREE WORK PLACE

The undersigned firm, in accordance with Florida statute 287.087, hereby certifies that

LAYNE INLINER, LLC does:
(Name of Firm)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require 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.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

MARK HARRIS, V.P.
Name and Title

2-15-17
Date

[Signature]
Signature

LAYNE INLINER, LLC
Firm

2531 JEWETT LANE
Street address

SANFORD, FL 32771
City, State, Zip

13.0 CERTIFICATION REGARDING DEBARMENT (PRIME)

**Certification Regarding
Debarment, Suspension,
And Other Responsibility Matters
Primary Covered Transactions**

TO BE COMPLETED BY PRIME CONTRACTOR

- A. The prospective primary participant (contractor) certifies to the best of its knowledge and belief, that it and its principals (subcontractors and suppliers):
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 2. Have not within a three (3) year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 4. Have not within a three-year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid proposal.

MARK HARPER, V.P.
Name and Title

2-15-17
Date

[Signature]
Signature

LAYNE INLINER, LLC
Firm

2531 JEWETT LANE
Street address

SANFORD, FL 32771
City, State, Zip



Purchasing and Contracts
123 West Indiana Avenue, Room 302
DeLand, FL 32720-4608
(386) 736-5935 • Fax (386) 736-5972
www.volusia.org

TO: Granite Inliner LLC – Pipelining

FROM: Heidi Ott
Procurement Analyst

SUBJECT: MA 70047A

The current Master Agreement expires April 5, 2021. The County would like to extend the above Master Agreement through **April 5, 2022** at the same prices, terms and conditions. Please indicate your agreement by having this form signed by a duly authorized representative of the firm who has the ability to sign agreements and then return via email to my attention. Your cooperation in this matter is greatly appreciated.

In order for the above Master Agreement to be approved, the County also requires a current ACORD insurance form naming: Volusia County as additional insured on General Liability insurance.

If you have any questions, please feel free to contact me at HOtt@volusia.org or 386-626-6626.

CHECK ONE:

☒ **Yes**, we are interested in doing business with the County, as outlined above.
Our current insurance ACORD form is ☒ attached ☐ will follow

☐ **No**, we *are not* interested in continuing to do business with the County as outlined above.

Authorized Signature: _____

Print Name: _____

Michael Cannon

Title: _____

District Manager

Firm's Address: _____

2531 Jewett Lane

Sanford, FL 32771

407-472-0014

FOR THE LATEST NEWS FROM PURCHASING & CONTRACT, VISIT US ON THE WEB AT: www.volusia.org/purchasing
Current bids are listed on the web at: www.volusia.org/bidlist



Granite Inliner
2531 Jewett Lane
Sanford, FL 32771

T 407.472.0014
graniteconstruction.com

PROPOSAL

DATE: October 7, 2021

SUBMITTED TO: City of Holly Hill
Department of Public Works
453 LPGA Blvd
Holly Hill, FL 32117

Attn: Shawn Hebert, Field Operations Superintendent

JOB LOCATION: Elizabeth St

We propose hereby to furnish material and labor - complete in accordance with specifications below, for the sum of

Eighty-Eight Thousand Six Hundred Eleven dollars and no cents (\$88,611.00)

Payment terms - 100% within thirty (30) days upon completion and acceptance.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance. Note: This proposal may be withdrawn by us if not accepted within thirty (30) days.

We hereby submit specifications and estimates as follows:

Granite Inliner, LLC shall supply all equipment, materials and labor as follows:

ITEM	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
152	12" Diameter 0" to 100'	47	LF	\$75.00	\$3,525.00
155	15" Diameter 0' to 100'	25	LF	\$90.00	\$2,250.00
166	24" Diameter 501' to 1000'	611	LF	\$101.00	\$61,711.00
265	Light Traffic - 2 lane road - 1 lane operation	5	DAY	\$375.00	\$1,875.00
296	High Volume Pumping	5	DAY	\$3,850.00	\$19,250.00
				TOTAL	\$88,611.00

NOTES:

1. Proposal based on pricing contained in contract between Granite Inliner, LLC and Volusia County, Contract No. 17-B-56KT
2. Inliner to be installed as per ASTM, manufacturer's specifications.
3. Payment shall be based on actual field measurements from center of inlet to center of outlet.
4. This proposal is subject to a Pre-TV inspection by Granite Inliner, LLC indicating the line conditions are acceptable for installation of Inliner.
5. Price quoted does not include point repairs if required prior to installing Inliner.
6. City of Holly Hill to provide access.
7. Granite Inliner, LLC shall furnish the city of Holly Hill with a Final Inspection CD of the rehabilitated sewer line(s).
8. Proposal does not include bonds or permit fees. Bond, if required, will be invoiced at 2% of the total. Permit fees, if any, will be invoiced at cost.

Signature _____

Matt Blais, Project Manager

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____ Authorized Signature _____



Granite Inliner
2531 Jewett Lane
Sanford, FL 32771

T 407.472.0014
graniteconstruction.com

PROPOSAL

DATE: October 20, 2021

SUBMITTED TO: City of Holly Hill
Department of Public Works
453 LPGA Blvd
Holly Hill, FL 32117

Attn: Shawn Hebert, Field Operations Superintendent

JOB LOCATION: Tuscaloosa Ave

We propose hereby to furnish material and labor - complete in accordance with specifications below, for the sum of

One Hundred Seven Thousand Four Hundred Seventy-Eight dollars and no cents (\$107,478.00)

Payment terms - 100% within thirty (30) days upon completion and acceptance.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance. Note: This proposal may be withdrawn by us if not accepted within thirty (30) days.

We hereby submit specifications and estimates as follows:

Granite Inliner, LLC shall supply all equipment, materials and labor as follows:

ITEM	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
169	30" Diameter 501' to 1000'	704	LF	\$132.00	\$92,928.00
265	Light Traffic - 2 lane road - 1 lane operation	6	DAY	\$375.00	\$2,250.00
295	Low Volume Pumping	6	DAY	\$2,050.00	\$12,300.00
				TOTAL	\$107,478.00

NOTES:

1. Proposal based on pricing contained in contract between Granite Inliner, LLC and Volusia County, Contract No. 17-B-56KT
2. Inliner to be installed as per ASTM, manufacturer's specifications.
3. Payment shall be based on actual field measurements from center of inlet to center of outlet.
4. This proposal is subject to a Pre-TV inspection by Granite Inliner, LLC indicating the line conditions are acceptable for installation of Inliner.
5. Price quoted does not include point repairs if required prior to installing Inliner.
6. City of Holly Hill to provide access.
7. Granite Inliner, LLC shall furnish the city of Holly Hill with a Final Inspection CD of the rehabilitated sewer line(s).
8. Proposal does not include bonds or permit fees. Bond, if required, will be invoiced at 2% of the total. Permit fees, if any, will be invoiced at cost.

Signature

Matt Blais, Project Manager

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____ Authorized Signature _____



BUDGET AND ADMINISTRATIVE SERVICES
Purchasing and Contracts

123 West Indiana Avenue • Room 302 • DeLand, FL 32720-4608

(386) 736-5935 • Fax (386) 736-5972

E-mail: purchasing@volusia.org

www.volusia.org

Subject: ADDENDUM NO. 1 to RFP, 17-B-56KT, Pipe Lining

This addendum is being issued to make changes to the bid. This document and all changes, as listed below, shall become an integral part of the bid and shall take precedence over what was previously stated in the bid document.

1. Will you allow steam curing for CIPP? Right now, only water cure is specified.

Yes, steam curing is allowed.

2. Will you allow the Contractor to stack the work and limit mobilization efforts? For example, the Contractor could mobilize each quarter for several weeks to perform work with crews that are located 2 hours from the site. This will be mutually agreed to meet your needs and the Contractor's schedule.

Stacking work is not acceptable. The Contractor needs to respond as needed for repair work.

Please sign and attach this addendum to your proposal. If you have any questions regarding this information, please contact Kendrick Thomas at 386-626-6624 or e-mail kthomas@volusia.org

Pam Wilsky, CPPB
Procurement Manager

Please sign and return entire Addendum with proposal.

Vendor: _____

Authorized Signature: _____

Printed Name & title of Above: _____

Phone No.: _____ Date: _____

FAILURE TO RETURN ENTIRE FORM WITH THE PROPOSAL MAY CAUSE THE PROPOSAL TO BE RENDERED NON-RESPONSIVE.

Attachment: 17-B-56KT Addendum 1 (2021-R-97 : Stormwater Pipe Lining Contract Approval to Piggyback Volusia County Contract)



BUDGET AND ADMINISTRATIVE SERVICES
Purchasing and Contracts

123 West Indiana Avenue • Room 302 • DeLand, FL 32720-4608

(386) 736-5935 • Fax (386) 736-5972

E-mail: purchasing@volusia.org

www.volusia.org

Subject: ADDENDUM NO. 2 to RFP, 17-B-56KT, Pipe Lining

This addendum is being issued to make changes to the bid. This document and all changes, as listed below, shall become an integral part of the bid and shall take precedence over what was previously stated in the bid document.

1. **With the polyethylene pipelining (slip lining), does the annular space need to be fully grouted from end to end, or just at the ends?**

Only grout the ends.

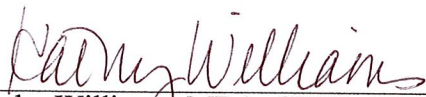
2. **With the CIPP point repairs, it is extremely rare that one would be completed on anything over 36". Typically another technology would be used for that. Would the county be open to using a slip line, or a dig repair for those circumstances?**

Yes, the County would be open to slip line and dig to repair.

3. **What was the typical size of the work release from the previous contract? Can you give an annual average as far as the dollar amount went?**

The previous contract lasted 5 years and the average annual expenditure was \$79,000. This is in no way a guarantee of work or future expenditures.

Please sign and attach this addendum to your proposal. If you have any questions regarding this information, please contact Kendrick Thomas at 386-626-6624 or e-mail kthomas@volusia.org


Kathy Williams, MBA, CPPB, CPPO
Procurement Manager

Please sign and return entire Addendum with proposal.

Vendor: _____

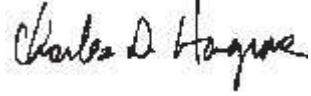
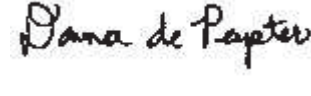
Authorized Signature: _____

Printed Name & title of Above: _____

Phone No.: _____ Date: _____

FAILURE TO RETURN ENTIRE FORM WITH THE PROPOSAL MAY CAUSE THE PROPOSAL TO BE RENDERED NON-RESPONSIVE.

Attachment: 17-B-56KT Addendum 2 (2021-R-97 : Stormwater Pipe Lining Contract Approval to Piggyback Volusia County Contract)

Date: 04/06/2017		AGENDA ITEM				Item: U	
☐ Ordinance		☐ Resolution		☐ Budget Resolution		☒ Other	
County Goals							
☐	Thriving Communities	☐	Economic & Financial Vitality	☐	Excellence In Government	☒	NA
Department: Public Works							
Division: Road and Bridge							
Subject: Contracts for pipe lining, 17-B-56KT.							
John Angiulli Director Public Works  Department Approval		Pamela Wilsky Approved in Accordance with Purchasing Policies and Procedures		Legal Charles Hargrove Deputy County Attorney 		County Manager's Office Donna de Peyster Deputy County Manager 	
Judy Grim  Division Approval		Phyllis Schwarz Proxy for Tammy Bong Director Management and Budget Approved as to Budget Requirements		Approved as to Form and Legality			
Council Action: Approved as Recommended							
Modification:							
Fund Number(s):		Description:				Amount:	
999 Various		Contracted services for Transportation Trust and Stormwater Utility funds				\$150,000.00	
Total Item Budget: \$150,000.00							
Staff Contact(s):				Phone:		Ext.	
John Angiulli				386 736 5965		12712	
Judy Grim				386 822 6422			
Summary/Highlights:							
The county received five responses, as shown on the attached tabulation sheet, to an invitation to bid for piping lining. Staff recommends awarding three (3) year contracts with two (2) subsequent one-year renewal options. Layne Inliner of Sanford, FL is recommended for selection for RICIPP lining, purchase, and install based on the county's local preference policy. LMR Construction of Frostproof, FL and Hinterland Group of Riveria Beach, FL are recommended for selection for polyethylene piping and RICIPP point repair, purchase and install, respectively. A copy of the solicitation (contract), without exhibits, is attached. Copies of the fully executed contracts and applicable exhibits, with the same terms and conditions as described, are available for review in the purchasing and contracts division.							

Recommended Motion: Approval.

17-B-56KT
Recommendation of Award

ALL BIDS ACCEPTED BY THE COUNTY OF VOLUSIA ARE SUBJECT TO THE COUNTY’S TERMS AND CONDITIONS. ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BIDS FROM THE VENDORS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE CLOSING DATE AND TIME. ALL OTHER BIDS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE																														
Description	Hinterland Group Riviera Beach, FL						Insituform Technologies Chesterfield, Mo						Layne Inliner Sanford, FL						LMR Construction Frostproof, FL						Shen-Line Pompano Beach, FL					
RICIPP Lining Purchase & Install 0 to 100 Feet Total	0' to 2'	2' to 4'	4' to 6'	6' to 8'	8' to >10'	Total	0' to 2'	2' to 4'	4' to 6'	6' to 8'	8' to >10'	Total	0' to 2'	2' to 4'	4' to 6'	6' to 8'	8' to >10'	Total	0' to 2'	2' to 4'	4' to 6'	6' to 8'	8' to >10'	Total	0' to 2'	2' to 4'	4' to 6'	6' to 8'	8' to >10'	Total
	\$3,163.50	\$3,163.50	\$3,163.50	\$3,163.50	\$3,163.50	\$15,817.50	\$2,943.30	\$2,959.90	\$2,957.70	\$2,994.40	\$3,113.80	\$14,969.10	\$2,219.00	\$2,219.00	\$2,219.00	\$2,219.00	\$2,219.00	\$11,095.00	\$2,315.00	\$2,315.00	\$2,315.00	\$2,338.00	\$2,444.00	\$11,727.00	\$2,155.80	\$2,046.90	\$2,056.90	\$2,116.90	\$2,133.00	\$10,509.
Local Preference	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,753.01	\$1,753.01	\$1,753.01	\$1,753.01	\$1,753.01	\$8,765.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
RICIPP Lining Purchase & Install 101- 500 Feet Total	0' to 2'	2' to 4'	4' to 6'	6' to 8'	8' to >10'	Total	0' to 2'	2' to 4'	4' to 6'	6' to 8'	8' to >10'	Total	0' to 2'	2' to 4'	4' to 6'	6' to 8'	8' to >10'	Total	0' to 2'	2' to 4'	4' to 6'	6' to 8'	8' to >10'	Total	0' to 2'	2' to 4'	4' to 6'	6' to 8'	8' to >10'	Total
	\$2,109.00	\$2,109.00	\$2,109.00	\$2,109.00	\$2,109.00	\$10,545.00	\$1,882.60	\$1,895.50	\$1,985.50	\$1,982.70	\$2,031.20	\$9,777.50	\$1,782.00	\$1,782.00	\$1,782.00	\$1,782.00	\$1,782.00	\$8,910.00	\$2,221.00	\$2,221.00	\$2,221.00	\$2,236.00	\$2,339.00	\$11,238.00	\$2,155.80	\$2,046.90	\$2,056.90	\$2,116.90	\$2,133.00	\$10,509.
Local Preference	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,407.78	\$1,407.78	\$1,407.78	\$1,407.78	\$1,407.78	\$7,038.90	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
RICIPP Lining Purchase & Install 501- 1000 Feet Total	0' to 2'	2' to 4'	4' to 6'	6' to 8'	8' to >10'	Total	0' to 2'	2' to 4'	4' to 6'	6' to 8'	8' to >10'	Total	0' to 2'	2' to 4'	4' to 6'	6' to 8'	8' to >10'	Total	0' to 2'	2' to 4'	4' to 6'	6' to 8'	8' to >10'	Total	0' to 2'	2' to 4'	4' to 6'	6' to 8'	8' to >10'	Total
	\$2,109.00	\$2,109.00	\$2,109.00	\$2,109.00	\$2,109.00	\$10,545.00	\$1,715.70	\$1,728.40	\$1,728.40	\$1,761.00	\$1,860.60	\$8,794.10	\$1,688.00	\$1,688.00	\$1,688.00	\$1,688.00	\$1,688.00	\$8,440.00	\$2,189.00	\$2,191.00	\$2,195.00	\$2,208.00	\$2,302.00	\$11,085.00	\$2,033.85	\$1,949.40	\$1,959.40	\$2,011.55	\$2,031.55	\$9,985.
Local Preference	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,333.52	\$1,333.52	\$1,333.52	\$1,333.52	\$1,333.52	\$6,667.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
RICIPP Point Repair Purchase and Install	3'	5'	10'	Total			3'	5'	10'	Total			3'	5'	10'	Total			3'	5'	10'	Total			3'	5'	10'	Total		
	\$93,000.00	\$93,000.00	\$93,000.00	\$279,000			\$77,127.00	\$88,695.60	\$106,434	\$272,256.60			NO BID	NO BID	NO BID	NO BID			\$82,700.00	\$82,700.00	\$94,400.00	\$259,800.00			NO BID	NO BID	NO BID	NO BID		
Polyethylene Piping	0-100'	101-501'	501-1000'				0-100'	101-501'	501-1000'				0-100'	101-501'	501-1000'				0-100'	101-501'	501-1000'				0-100'	101-501'	501-1000'			
	\$2,615.00	\$2,615.00	\$2,615.00				NO BID	NO BID	NO BID				NO BID	NO BID	NO BID															

Formwater Pipe Lining Contract Approval to Piggyback Volusia County

Recommendation of Award
Layne Inliner
Hinterland Group
LMR Construction

Opened By: John Duckworth
Tabulated By: Kendrick Thomas

Bid Closing Date: 02/15/17 at 3:00 pm
Targed Council Date: 04/06/17

SUBMIT TO:

COUNTY OF VOLUSIA
PURCHASING & CONTRACTS
123 W. INDIANA AVE., RM. 302
DELAND, FL 32720-4608

**INVITATION TO BID****CONTACT PERSON:**

Kendrick Thomas..... **386-626-6624**

DELAND:.....386-736-5935

DAYTONA BEACH:386-257-6000

NEW SMYRNA BEACH:386-423-3300

AN EQUAL
OPPORTUNITY
EMPLOYER

www.volusia.org/purchasing

TITLE:

Pipe Lining

NUMBER:

17-B-56KT

SUBMITTAL DEADLINE:

**Wednesday, February 15, 2017
at 3:00 p.m., EST**

DO NOT RESPOND TO THIS SOLICITATION ON LINE – SEE SECTION 2.3, *DELIVERY OF BIDS*

PRE BID DATE, TIME AND LOCATION:

A Pre-Bid Meeting will not be held for this solicitation

*SUBMITTALS RECEIVED AFTER ABOVE DATE
AND TIME WILL NOT BE CONSIDERED*

FIRM'S NAME:**MAILING ADDRESS:****CITY – STATE – ZIP:****E-MAIL ADDRESS:****TELEPHONE NO:****FAX NO:****FEDERAL ID NO. OR SOCIAL SECURITY NO.**

The vendor acknowledges that information provided in this Bid is true and correct.

X

Authorized Signature

Typed Name

Title

Date

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE
GENERAL CONDITIONS AND INSTRUCTIONS**

***** PLEASE READ CAREFULLY *****

Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public openings or meetings sponsored by the Volusia County Purchasing and Contracts Division shall contact the County's ADA Coordinator at 386-248-1760, at least two (2) business days prior to the scheduled opening or meeting

1. **SUBMISSION OF OFFERS:** All offers shall be submitted in a sealed envelope or package. The invitation number, title, and opening date shall be clearly displayed on the outside of the sealed envelope or package. The delivery of responses to the Volusia County Purchasing and Contracts Division Office prior to the specified date and time is solely and strictly the responsibility of the Bidder. Any submittal received in the Purchasing and Contracts Division Office after the specified date and time will not be considered.

Responses shall be submitted on forms provided by the County. Additional information may be attached to the submittal. Facsimile submissions are NOT acceptable. No offer may be modified after acceptance.
2. **EXECUTION OF OFFER:** Offer shall contain a manual signature in the space(s) provided of a representative authorized to legally bind the Bidder to the provisions therein. All spaces requesting information from the Bidder shall be completed. Responses shall be typed or printed in ink. Use of erasable ink or pencil is not permitted. Any correction made by the Bidder to any entry must be initialed.
3. **OPENING:** Opening shall be public in the Volusia County Purchasing and Contracts Division immediately following the advertised deadline date and time for receipt of submittals. Pursuant to Section 119.07(3) (0) Florida Statutes (1991) no further information regarding offers submitted will be made public until such time of intended award or thirty (30) days, whichever is earlier.
4. **PUBLIC RECORD:** The County of Volusia, Florida, is governed by the Public Record Law, Chapter 119, Florida Statutes.
5. **CLARIFICATION/CORRECTION OF ENTRY:** The County of Volusia reserves the right to allow for the clarification of questionable entries and the correction of OBVIOUS MISTAKES.
6. **INTERPRETATION/ADDENDA:** Any questions concerning conditions and specification shall be directed to the designated contact person. Those interpretations which may affect the eventual outcome of the invitation/offer shall be furnished in writing to prospective Bidders.

No interpretation shall be considered binding unless provided in writing by the County of Volusia Purchasing and Contracts Division in the form of an addendum. Any addenda issued shall be acknowledged by signature and returned with Bidder's response.

Failure to acknowledge addenda may result in the offer not being considered.
7. **INCURRED EXPENSES:** This invitation does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any Bidder in preparing and submitting a reply, or any cost or expense incurred by any Bidder prior to the execution of a purchase order or Contract/Agreement.
8. **DISADVANTAGED BUSINESSES:** The County of Volusia, Florida, has adopted policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services.
9. **LOCAL BUSINESSES:** The County Council has established a policy to encourage participation of local businesses in the provision of goods and services. The County will endeavor to assist local businesses to achieve this goal.

A. General Conditions
Local Businesses: A prime contractor or subcontractor duly licensed and authorized to engage in the particular business in Lake, Orange, Osceola, Seminole or Volusia County, Florida, and holds a valid local business tax receipt for that place of business for a minimum of six (6) months prior to the date of submittal of the Bid or quote to the County.

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- 10. PRICING:** Unless otherwise specified prices offered shall remain firm for a period of at least ninety (90) days; all pricing of goods shall include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point(s) within the County to a secure area or inside delivery; all prices of services shall include all expenses necessary to provide the service at the location specified.
- 11. ADDITIONAL TERMS & CONDITIONS:** The County of Volusia reserves the right to reject offers containing terms or conditions contradictory to those requested in the invitation specifications.
- 12. TAXES:** The County of Volusia is exempt from Federal Excise Taxes and all sales taxes. Florida State Exemption Certificate No. 85-8012622393C-9.
- 13. DISCOUNTS:** All discounts except those for prompt payment shall be considered in determining the lowest net cost for evaluation purposes.
- 14. MEETS SPECIFICATIONS:** The Bidder represents that all offers to this invitation shall meet or exceed the minimum requirements specified.
- 15. BRAND NAME OR EQUAL:** If items requested by this invitation have been identified in the specifications by a Brand Name "OR EQUAL" description, such identification is intended to be descriptive and not restrictive and is to indicate the quality and characteristics of products that will be acceptable. Offers proposing "equal" products will be considered for award if such products are clearly identified in the offer and are determined by the County to meet fully the salient characteristic requirements listed in the specifications.
- Unless the Bidder clearly indicates in his/her offer that he/she is proposing an "equal" product, the offer shall be considered as offering the same brand name product referenced in the specifications.
- If the Bidder proposes to furnish an "equal" product, the brand name of the product to be furnished shall be clearly identified. The evaluation of offers and the determination as to equality of the product offered shall be the responsibility of the County and will be based on information furnished by the Bidder. The Purchasing and Contracts Division is not responsible for locating or securing any information which is not identified in the response and reasonably available to the Purchasing and Contracts Division. To insure that sufficient information is available the Bidder shall furnish as part of the response all descriptive material necessary for the Purchasing and Contracts Division to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the Bidder proposes to furnish and what the County would be binding itself to purchase by making an award.
- 16. SAMPLES:** When required, samples of products shall be furnished with response to the County at no charge. Samples may be tested and will not be returned to the Bidder. The result of any and all testing shall be made available upon written request.
- 17. SILENCE OF SPECIFICATIONS:** The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.
- 18. GOVERNING LAWS:** Any Agreement to purchase resulting from this invitation shall be governed by the laws, regulations, and ordinances of the State of Florida and the County of Volusia, Florida. Venue shall be non-jury in the Circuit Court of Volusia County, Florida.
- 19. ASSIGNMENT:** Any agreement to purchase issued pursuant to this invitation and award thereof and the monies which may become due hereunder are not assignable except with the prior written approval of the County.
- 20. CONTENT OF INVITATION/RESPONSE:** The contents of this invitation, all terms, conditions, specifications, and requirements included herein and the accepted and

awarded response thereto may be incorporated into an agreement to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service requested herein shall supersede the requirements of the "GENERAL CONDITIONS AND INSTRUCTIONS."

- 21. LIABILITY:** The Contractor shall hold and save the County of Volusia, its officers, agents, and employees harmless against claims by third parties resulting from breach of contract or negligence by the Contractor.
- 22. PATENTS, COPYRIGHT, AND ROYALTIES:** The supplier/provider, without exception, shall indemnify and save harmless the County of Volusia, its officers, agent and employees from liability of any nature of kind, including cost and expenses for or on account of any copyrighted, registered, patented, or unpatented invention, process, or article manufactured or used in the provision of goods and/or services, including use by the County of Volusia. If the supplier/provider uses any design, device, or material covered by letters, patent, copyright, or registration, it is mutually agreed and understood without exception that the quoted price shall include all royalties or costs arising from the use of such design, device, or materials in any way involved.
- 23. TRAINING:** Unless otherwise specified suppliers/providers may be required at the convenience of and at no expense to the County to provide training to County personnel in the operation and maintenance of any item purchased as a result of this invitation.
- 24. ACCEPTANCE:** Products purchased as a result of this invitation may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at Bidder's expense. Those items and items not delivered by the delivery date specified in accepted offer and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the Bidder.
- 25. SAFETY WARRANTY:** Any awarded Contractor including dealers, distributor, and/or manufacturers shall be responsible for having complied with all Federal, State and local standards, regulations, and laws concerning the product or service specified and the use thereof, applicable and effective on the date of manufacture or use or date of service including safety and environmental standards as apply to both private industry and governmental agencies.
- 26. WARRANTY:** The Bidder agrees that, unless otherwise specified, the product and/or service furnished as a result of this invitation and award thereto shall be covered by the most favorable commercial warranty the Bidder gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the County of Volusia by any other provision of the invitation/offer.
- 27. AWARD:** As the best interest of the County may require, the County reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or on a countywide basis with one or more supplier(s) or provider(s); to reject any and all offers or waive any irregularity or technicality in offers received. Bidders are cautioned to make no assumptions unless their offer has been evaluated as being responsive. Any or all award(s) made as a result of this invitation shall conform to applicable ordinances of the County of Volusia, Florida.
- 28. VIOLATIONS:** Any violation of any of the stipulations, terms, and/or conditions listed and/or included herein may result in the Bidder being removed from the County Bid List and the Bidder being disqualified from doing business with the County for a period of time to be determined on a case-by-case basis.
- 29.** For purposes of this Invitation and evaluation of responses hereto the following shall apply: unit prices shall prevail over extended prices; written matter shall prevail over typed matter; numbers spelled in word form shall prevail over Arabic numerals ("one over "1"). When not inconsistent with context words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

**THE COUNTY OF VOLUSIA RESERVES THE RIGHT TO REJECT ANY OR ALL OFFERS,
TO WAIVE INFORMALITIES, AND TO ACCEPT ALL OR ANY PART OF ANY OFFER
AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE COUNTY**

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The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed Bids to furnish
Pipe Lining for the County of Volusia, Florida.

1.0 SCOPE OF WORK

A. Contractors may bid on any one or both of the following parts:

1. Purchase and Installation of Resin Impregnated Cured-In-Place Pipe (RICIPP) Lining and Point Repair
2. Purchase and Installation of Polyethylene Pipe Lining

B. The contractor shall provide a complete job, including all labor, materials and equipment; including but not limited to: water supply and traffic control.

C. Award may be to one vendor or to multiple vendors, whichever is deemed to be in the best interest of the County.

D. Any reference to lines contained in this ITB refers to storm water or sewer lines.

1.1 Quality Assurance

All service provided as a result of this ITB shall be the product of a Contractor who is fully experienced, reputable and qualified in the processes requested. The Contractor shall be experienced with the means and methods of each process on which they are submitting a bid.

1.2 Safety

The Contractor shall carry out operations in strict accordance with all OSHA regulations, the County Confined Space Program, and the manufacturer's safety requirements. Particular attention shall be paid to those safety requirements involving entering confined spaces. In addition, the Contractor shall be responsible for implementing traffic control procedures in accordance with County standards.

1.3 Bypassing Procedure

- A. The Contractor, when required, shall provide for the flow of water around or through the section or sections of pipe designated for service. Plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole or adjacent system shall make a bypass. The primary pump, standby pump and the piping shall be of adequate capacity and size to handle the maximum flow experienced in the line.
- B. The Contractor shall be responsible for continuity of the system during the execution of the work of any resulting contract. In the event that backup occurs, the Contractor shall be responsible for cleanup, repair, and property damage costs and claims and shall restore property to its original condition, prior to damage.

1.4 Disposal of Debris

- A. Under no circumstances shall sewage or solids be dumped onto the ground surface, streets or into ditches, catch basins or storm drains.
- B. The contractor shall remove all solids or semi-solids resulting from the operations from the site. Any truck hauling solids or semi-solids from the site shall be watertight so that no leakage or spillage shall occur.
- C. Disposal shall be at a suitable Volusia County owned landfill and all disposal fees shall be the responsibility of the Contractor. Any alternate disposal locations shall require the prior approval of the County Project Manager.
- D. A list of equipment, with photos, shall be included with each bid submittal in order to provide proof of ability to comply with this Section.

1.5 Damages

In the event that any property is damaged as a result of actions of the Contractor, the Contractor shall be responsible for cleanup, repair, and property damage costs and claims. The Contractor shall restore the damaged property to its pre-damaged condition.

1.6 Warranty

- A. Installation: The Contractor shall provide a full labor and materials warranty for a period of twelve months from the date of acceptance by the County.
- B. Liner: The Contractor shall provide Manufacturer's standard warranty

1.7 References

This scope of work references American Society for Testing and Materials (ASTM) standard specifications, which are made part hereof by such reference and shall be the latest edition and revision thereof.

1.8 Resin Impregnated Cured-In-Place Pipe (RICIPP) Lining and Point Repair

1.8.1 Scope of Work

- A. The Contractor shall furnish all labor, materials (including water supply), equipment, permitting and tools necessary for the point repair or full reconstruction of the lines by the installation of a resin-impregnated flexible felt tube, which is inverted into the existing conduit by use of hydraulic head. Where inversion is not appropriate, a pull and inflate method shall be acceptable.
- B. While cleaning, inversion or discharging of resins, a turbidity barrier shall be used at all discharge points and Micro Sort may be used to neutralize the resins. Disposal shall be the responsibility of the Contractor.

- C. Curing shall be accomplished by circulating hot water within the liner tube to cure the encapsulated resin system. Any other method of curing shall require prior approval of the County Project Manager.
- D. When cured, the finished pipe shall be continuous, watertight and formed to the original conduit.
- E. Cleaning and inspection of conduits, bypass pumping, line obstruction removal, re-establishment of services, pre-installation video recording, installation of Resin Impregnated Cured-In-Place Pipe (RICIPP) including installation, television inspection, post-installation video recording, connections, reconnections, testing and final inspections shall all be included as part of this work.

1.8.2 Quality Assurance / Qualifications

- A. The Contractor shall have a minimum of three (3) years experience with the means and methods utilized in installing RICIPP to include 100,000 feet minimum installed of eight (8) inch to sixty (60) inch liner in the state of Florida.
- B. During the inversion/installation of the RICIPP, the Contractor shall conduct television inspection of the work to verify that the liner installation is acceptable as defined herein. The lines shall be thoroughly cleaned prior to performing the television inspections. The installation television inspections shall be performed such that the lining can be clearly seen. The camera shall be panned, tilted and rotated at all pipe defects and at service lateral connections for the complete video documentation assuring no material drain-down/loss. If required, the Contractor shall halt inversion in order to video close-up viewing.
- C. The Contractor shall submit a sample television inspection after the first liner is installed so that the Contractor and the County Project Manager (or designee) can agree on performance and quality of the inspections, which shall be met throughout any resulting contract. Lines not inspected to the County Project Manager's satisfaction shall be re-inspected by the Contractor, at no additional cost to the County, prior to payment.
- D. The County has determined that modified polyester resins are critical to the successful rehabilitation of these pipelines and the bidder must have experience wetting-out and installing RICIPP liner tubes using modified polyester resin.

1.8.3 Warranty

- A. Installation: The Contractor shall provide a full labor and materials warranty for a period of twelve months from the date of acceptance by the County.
- B. Liner: The Contractor shall provide the manufacturer's standard warranty.

1.8.4 Submittals After Bid Opening, Upon Request

- A. The Contractor shall submit, upon request, the following information regarding

quality:

1. A signed and notarized certification from the resin manufacturer (not supplier/distributor) that the polyester resin to be furnished for this project shall not mix with storm water, lake water or moisture on inversion/insertion.
 2. A viscosity profile and procedure showing that the resins to be supplied on this project shall not absorb/mix with water.
 3. A statement by the Contractor that provides for the County to take a small sample of catalyzed resin from the saturated liner tube on site prior to installation. The County shall conduct a water-mixing test (proof of the resin and water not mixing) and the Contractor shall receive and dispose of the sample according to Federal, State and Local Regulations.
 4. A certification from the felt manufacturer that states the coating shall not be effected by styrene at 100 degrees F
- B. The Contractor shall submit, upon request, a statement by the resin manufacturer (not supplier/distributor) that the polyester resin to be furnished for each project contains no fumed silica, fillers or solid modifying agents. In addition, the statement shall include an IR Spectrum fingerprint for each batch of resin and thickener along with a certification from the manufacturer that the detailed resin shall have a viscosity of 1.5 million centipoises or greater when the liner is installed. The resin manufacturer must agree to furnish notarized Certificates of Authenticity with the IR Spectrum fingerprint for each batch of resin and thickener for each project. An estimate of the pounds of resin and thickener to be used on each project is to be included in the letter with the number of shipments anticipated.

1.8.5 Products

A. Materials

1. The RICIPP shall be fabricated to a size that, when installed, will fit the internal circumference of the conduit specified. Allowance shall be made for circumference/ radial stretching during insertion.
2. The finished RICIPP shall be fabricated from materials which, when cured, will be chemically resistant to withstand internal exposure to contaminants associated with storm water.
3. The outside layer of the tube (before inversion) shall be plastic coated with a transparent flexible material that is compatible with the resin system used. The plastic coating shall not be subject to delaminating in the cured pipe.
4. The tube shall contain no intermediate or encapsulated layers. No materials shall be included in the tubes that are subject to delaminating in the cured pipe.
5. The wall color of the interior pipe surface of the RICIPP after installation

shall be a light reflective color so that a clear detail examination with closed circuit television inspection equipment may be made.

6. The resin system shall be a corrosion resistant polyester resin, modified to contain no fumed silica, fillers or solid theology modifying agents, with a suitable catalyst system and thickening agent that when properly cured within the tube composites meets the requirements of American Society for Testing and Materials (ASTM) F- 1216 and other requirements of this specification. The resin manufacturer shall certify that the resin described above will have viscosity 1.5 million centipoises or greater when installed, or the manufacturer shall certify that the resin will not drain, form slugs and mix with water.
7. Hydraulic capacity calculations shall support the CIPP requirement for 100% of the full flow capacity of the original pipe as installed.
8. The bidder shall submit liner thickness calculations to the County Project Manger for review. The RICIPP shall be designed in accordance with the applicable provisions of ASTM F1216 and D2412 for fully deteriorated gravity pipe conditions and shall meet the following design conditions;
 - a. AASHTO H-20 Live Load with two trucks passing for RICIPP in streets.
 - b. A soil modulus of elasticity of 700 psi shall be used. A soil weight 120 pounds per cubic foot and a coefficient of friction of $Ku'=0.130r$ shall be used for the installed depths.
 - c. The long-term flexural modulus used in the design calculations shall be estimated by multiplying the lowest short-term flexural modulus specified in the ASTM standards by a retention factor of 0.50.
 - d. Safety factor of 2.0 shall be used.
 - e. Groundwater levels shall be estimated to be at the ground surface.
 - f. Service temperature range shall be 40 to 140 degrees F.
 - g. Maximum long-term deflection shall be 5 percent.
9. The minimum length shall be that deemed necessary to effectively span the footage that is requiring repair.
10. The thickness (in millimeters) to be used for the liner shall be the largest thickness as determined by calculations for deflection, bending, buckling and minimum stiffness. The minimum installed liner thickness with the pre-determined resin / felt ratio shall be as follows:

Liner Thickness Chart (Ground Cover in Feet)

Pipe Diameter in inches	4	6	8	10	12	14	16	18	20	22	24
08	6	6	6	6	6	6	6	6	6	7.5	7.5
10	6	6	6	6	6	7.5	7.5	7.5	7.5	9	9
12	6	6	6	7.5	7.5	9	9	9	9	10.5	10.5
14	7.5	7.5	7.5	7.5	9	9	10.5	10.5	10.5	12	12
16	9	9	9	9	10.5	10.5	12	12	12	13.5	13.5
18	9	9	9	10.5	10.5	12	12	13.5	13.5	15	15
21	12	12	12	12	13.5	13.5	15	15	16.5	16.5	18
24	12	12	12	13.5	15	16.5	16.5	18	18	19.5	19.5
27	12.5	15	15	15	16.5	18	19.5	19.5	21	21	22.5
30	13.5	15	15	16.5	18	19.5	21	22.5	22.5	24	27
36	16.5	18	18	19.5	21	24	24	27	27	28.5	30
42	19.5	19.5	21	22.5	27	27	28.5	30	33	33	34
48	22.5	22.5	24	27	28.5	30	33	34	36	38	39
54	27	27	27	30	33	34	36.5	39	40.5	42	44
60	28.5	28.5	30	33	35.5	38	41	43	44.5	46.5	48.5
66	30	33	33	35.5	39	42	45	47	50	52	54
72	33	33.5	36	39	42.5	45.5	48.5	51	54	56	58

Chart assumes; Fully Deteriorated Pipe – 100% Ground Water Cover

1.8.6 Structural Requirements

A. The RICIPP shall be designed per ASTM-1216, with the following additional requirements:

1. The design shall assume no bonding to the original pipe wall.
2. External hydraulic design based on acceptable third party testing and verification of the enhancement factor, K, shall be submitted for review.
3. The bond between the RICIPP layers shall be strong and uniform. All layers, after cure, shall form one homogeneous structural pipe wall with no part of the tube left unsaturated.
4. The cured pipe material (RICIPP) shall conform to the following structural properties:

Property Results	Test Method	Minimum Test Result
Modulus of Elasticity	ASTM D-790	250,000 psi
Flexural Strength	ASTM D-790	4,500 psi

5. Design parameters shall be in accordance with ASTM F-1216. Design parameters shall be for a fully deteriorated pipe with a long-term flexural modulus of 50% of the short-term modulus and the design safety factor for two (2) remaining unchanged.

B. If required by the County, RICIPP field tube samples shall be cured in the hot water contained in the inversion column contained within steel plates and

Mylar sheeting. These sample pieces shall be at least 20 inches in length with enough width for a test laboratory to run a minimum of three samples from each specimen. A testing laboratory acceptable to the County shall produce the tests, noting thickness and enough strength as specified without a laboratory post cure. Post cure shall be accomplished in the initial in-ground curing cycle.

1.8.7 Execution

A. Prior to Liner Installation –

1. Cleaning of lines – It shall be the responsibility of the Contractor to remove all internal debris / sediments from the lines, unless the Contractor is directed otherwise by the County Project Manager. The Contractor shall clear the line of obstruction such as solids, dropped joints or collapsed pipe that will prevent the insertion of RICIPP.
2. Television Inspection – The Contractor shall perform video inspection of pipelines prior to lining. The interior of the pipeline shall be carefully inspected to determine the location of any conditions, which may prevent proper installation of the RICIPP into the pipelines, and it shall be noted so that these conditions can be corrected. Video DVD and a suitable log of inspection shall be provided to the County Project Manager.

1.8.8 Installation

- A. The method of installation of the RICIPP shall be in accordance with design criteria supplied by the manufacturer and approved by the County Project Manager or designee.
- B. The finished RICIPP shall be continuous over the entire length of the repair and be as free as commercially practicable from visual defects such as foreign inclusions, dry spots, pinholes and delaminating.
- C. The County shall locate and designate all manhole access points for the work and provide rights of access to these points.
- D. The pipeline to be rehabilitated with the RICIPP liner shall be rendered free of accumulated debris. If cleaning of the pipe is required, the County shall provide a location for disposal. Any hazardous waste material encountered during this contract shall be considered as a changed condition.
- E. The Contractor, when required, shall provide for the flow around or through the section or sections of pipe designated for RICIPP rehabilitation. Plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole or adjacent system shall make a bypass. The primary pump, standby pump and the piping shall be of adequate capacity and size to handle the maximum flow experienced in the line. The Contractor shall be responsible for continuity of the system during the execution of the work of any resulting contract. In the event that backup occurs, the Contractor shall be responsible

for cleanup, repair and property damage costs and claims.

- F. The pipe to be RICIPP lined shall be video inspected. The inspection shall verify that the pipe is ready to be lined and a copy of the DVD of the pipe condition shall be retained for review and given to the County. If any condition is found to exist that prevents the lining of the pipe, or that cannot be removed with conventional line cleaning equipment, the contractor shall notify the County of the condition and review the DVD with the County Project Manager. If an excavated point repair is necessary, the County shall make the appropriate repair or the County shall issue written authorization to the contractor to make the necessary repairs and the work shall be paid for as a separate item.
- G. The Contractor shall be responsible for contacting each home or business in close proximity to the sewer to be RICIPP lined. They will be informed of the work to be conducted and the projected length of time for the lining. The contact shall be by approved letter or door hanger forty-eight (48) hours prior to work beginning on the affected section of pipe. A personal contact shall be made twenty-four (24) hours prior to work beginning.
- H. Resin Impregnation – The quality of resin used for tube impregnation shall be sufficient to fill the volume of air voids in the tube assuring no resin loss through cracks and irregularities in the original pipe wall with viscosity control. A vacuum impregnation process shall be used. A roller system shall be used to uniformly distribute the resin throughout the tube.
- I. Thermocouples shall be placed between the RICIPP tube and the existing pipe wall at the inversion and discharge locations to monitor the liner temperature. Readings shall be entered on logs that are submitted to the County at the end of each lining. For every five installations, the County Project Manager or designee shall perform a miscibility test demonstrating that water will not mix with the resin system.
- J. A Contractor's representative shall remove a small amount of catalyzed resin from the saturated liner, when requested and in the presence of the County Project Manager prior to inversion. The material shall exhibit the characteristic of an elastic gel. A water mix test shall be performed on site, catalyzed resin shall be placed in a jar and equal amount of water added, the jar sealed and shaken vigorously. The material shall not mix or form an emulsion. If the resin material mixes, the saturated liner tube shall be rejected and shall be removed from the site. The rejected liner shall be disposed of in accordance with Federal, State and Local requirements. A pre-liner shall be required and the thickness of the entire circumference of the line shall have to meet or exceed the minimum thickness required by the County.
- K. At the County's request, no more than five (5) times per ten (10) inversions, a video camera shall be inserted into the pipe to be lined and positioned within one to two (1-2) feet of the inverting tube in the presence of the County Project Manager. The County Project Manager shall view the inversion of the tube from the video monitor in the Contractor's CCTV truck. If resin discharge

from the tube is observed the Contractor shall immediately stop the inversion and remove the tube from the pipe. The rejected liner shall be removed from the site and disposed of in accordance with Federal, State and Local requirements.

- L. Reforming – After insertion is completed, the Contractor shall supply a suitable heat source. The equipment shall be capable of delivering hot fluids throughout the section to uniformly raise the temperature of the liner mass to the temperature required to cure the liner. The heat source shall be fitted with monitors to gauge the temperature and pressure of the fluid injected.
- M. Cool down shall be accomplished by the introduction of cool water and air or other approved method.
- N. During the warranty period, any defects that will affect the integrity or strength of the liner shall be repaired at the Contractor's expense in a manner mutually agreed upon by the County and the Contractor.

1.8.9 Sealing RICIPP at Manholes/Inlets

- A. Leakage testing of the pipe shall be accomplished during the cure while under positive head.
- B. If the RICIPP fails to make a leak tight seal, the Contractor shall apply a sealing material at that point. The seal shall be of a resin mixture compatible with the RICIPP.
- C. There shall be no visible leaks in the completed system. During the warranty period, any defects that will affect the integrity or strength of the RICIPP or any visible leaks shall be repaired at the Contractor's expense.

1.8.10 Inspection

- A. The Contractor shall inspect all piping to ensure that the RICIPP is free from defects in materials and workmanship.
- B. A video DVD shall be provided to the County showing the completed work. The video DVD shall include the pre-installation footage, the inversion / installation footage (when required) and the post-installation footage. NO INVOICE SHALL BE APPROVED FOR PAYMENT WITHOUT ACCOMPANYING VIDEO DVD.
- C. RICIPP samples shall meet or exceed the specified structural properties of:

<u>Property Results</u>	<u>Test Method</u>	<u>Minimum Test Result</u>
Modulus of Elasticity	ASTM D-790	250,000 psi
Flexural Strength	ASTM D-790	4,500 psi

- D. Visual inspection of wet out facility and process parameters noted/inspected (i.e., gap setting).

- E. Visual inspection of the RICIPP shall be in accordance with ASTM F-1216, section 8.6.
- F. IR Spectrum fingerprints shall be submitted and approved prior to payment.
- G. At least one (1) Miscibility Test shall be performed on-site for each five installations.
- H. No payments shall be made for rejected liner tubes or for liner tubes not meeting these specification requirements, including testing

1.8.11 Chemical Thickened System Miscibility Guidelines

- A. The purpose shall be to define properties that the resin / resin-impregnated flexible tube must have to perform effectively and consistently in all field conditions.
- B. All resin / resin-impregnated flexible tube materials used shall have the following properties (greater than 1.5 million centipoises):
 1. Must react/perform in the presence of water;
 2. Must withstand submergence in water without degradation (pre-cure and post-cure);
 3. Must prevent the passage of water through the sewer pipe joint (infiltration);
 4. Must stay at a constant viscosity during reaction period;
 5. Must stay in the confines of the host pipe being rehabilitated;
 6. Must not produce slugs that require excavation;
 7. Shall meet liner thickness per contract/design specifications (0% to +10%) measured eight times around the perimeter;
 8. Residual must not impede on downstream lines or water tables;
 9. Must withstand internal exposure to sewage/chemical specified.

1.8.12 Miscibility Test Procedure

- A. Resin + Chemical Thickener + premixed at wet-out facility. Test tube/glass-pint jars shall be filled half full with material. When mixed in the proper proportions and stored at temperatures above 40 degrees F, thickening shall be complete in 18-24 hours. Once thickening is complete (invert test tube/jar: non-flowing. The container shall be filled with water. The lid shall be replaced and the contents shall be mixed by shaking. Resin system shall be immiscible.
- B. Resin + Chemical Thickener. Mix a 50/50, by volume, mixture of resin +

thickener in a glass test tube/glass jar. The mixture shall thicken to 1.5MM cps in short time (approximately 15 minutes). Once thickening is complete (invert test tube/jar: non-flowing), fill the container full with water, replace lid/seal top and mix by shaking. Resin system shall be immiscible.

- C. All samples / waste shall be disposed of properly and in accordance with Federal, State and Local requirements. For a more scientific approach – quantifying rate of thickening, see Time-Test Viscosity Method (ASTM D-1545).

1.9 Polyethylene Pipelining

1.9.1 Scope of Work

The Contractor shall furnish all labor, materials, equipment, and tools necessary for the installation of a deformed polyethylene line into existing lines.

1.9.2 Submittals After Bid Opening, Upon Request

Bidders shall submit three (3) copies of manufacturer's technical literature and recommended installation procedures.

1.9.3 Materials

- A. The liner pipe shall be fabricated from materials (i.e. polyethylene) which are chemically resistant to withstand internal exposure to domestic sewage.
- B. The following material is approved for installation in lines:

The line pipe and fittings shall be manufactured from high density polyethylene pipe compound which meets the performance requirements of ASTM F15333 – Standard Specifications for Deformed Polyethylene Liner.

- C. Tests for compliance with this specification shall be made according to the applicable ASTM specifications. A certificate of compliance with this specification for all material furnished under the contract shall be provided by the manufacturer upon request.
- D. The outside diameter shall be fabricated to a size that when installed will neatly fit the internal circumference of the conduit. The outside diameter of the liner shall be at least equal, preferably larger than the inside diameter of the conduit. Allowance shall be made for misaligned and missing conduit. The standard dimension ration (SDR) of liner shall be based on the evaluation of the design considerations.
- E. These considerations normally include an evaluation of:
 - 1. Flow capacity
 - 2. External loads (hydrostatic pressure and/or static and dynamic earth

loads)

3. Internal pressure, if applicable. The Contractor shall recommend liner SDR based on an evaluation of these conditions.

- F. The Contractor shall determine the minimum length for each section to provide at least two (2) feet excess at both ends of the liner pipe section to be processed. The Contractor shall verify the lengths in the field before insertion. Individual insertion runs can be made over one or more manhole sections as determined in the field by the Contractor and approved by the County Project Manager.

1.9.4 Preparation

A. Prior to Installation

1. Cleaning of line - Line sections shall be cleared of all debris, roots and other materials that would hinder proper insertion of the liner by the Contractor.
2. Close Circuit Television Inspection
 - a. Line sections to be lined shall be CCTV inspected with a video recording by the Contractor, noting locations of all obstructions.
 - b. Any other obstructions encountered that will prevent proper liner installation or damage the liner during installation shall be called to the attention of the County so the County can determine the method for their removal or repair.
 - c. No lining shall be performed until the line has been properly prepared. If the line is unacceptable for lining, the Contractor shall review the TV inspection report and determine the location(s) where spot repairs or additional cleaning is required.

1.9.5 Installation

- A. The polyethylene liner shall be inserted into the existing line with a power winch and steel cable connected to the end of the liner by use of an appropriate pulling header or other approved pulling method. A second pulling head may be attached to the other end of the liner for attachment of a tag line to pull the liner back out of the line, if necessary. Length of the liner pipe to be inserted at any one time shall be governed by the winch drum capacity and winching power available and consideration of the size and condition of the sewer.
- B. After insertion is completed, the Contractor shall supply a suitable heat/pressure source. The equipment shall be capable of delivering steam or hot fluid and pressure throughout the section to uniformly raise the plastic temperature of the mass of plastic to the temperature required to form the liner.
- C. The heat source shall be fitted with suitable monitors to gauge the temperature and pressure of the fluid injected.

- D. Cool-down may be accomplished by the introduction of cool water and air or other approved method.
- E. The finished liner shall be continuous over the entire length of the insertion and be as free as practicable from visual defects such as splits, creases or foreign inclusions. It shall all meet the pressure test specified below.
- F. During the warranty period, defects which will affect the integrity or strength of the liner shall be repaired at the Contractor's expense in a manner mutually agreed upon by the County and the Contractor.

1.9.6 Sealing Liner at Manholes / Securing Liner at Manholes

- A. For a leak tight seal between the liner and the manhole wall, the Contractor shall apply a sealing material at that point. The sealing materials and methods shall be approved by the County prior to installation and shall be performed at no additional cost.
- B. All liner ends in manholes shall be secured to help eliminated contraction, expansion and other movement of liner pipe. Liner pipe ends shall be secured by either inserting two stainless steel bolts/nuts with washers or two 2" x 2" x 1/2" blocks of polyethylene heat welded at 10:00 and 2:00 position on the liner ends that are protruding into manholes.

1.9.7 Inspecting

After the work is completed the Contractor shall provide the County with a video DVD showing the completed work.

2.0 GENERAL TERMS & CONDITIONS

2.1 Bid Closing Date

Bids must be received by the Volusia County Purchasing and Contracts Office, Room 302, Third Floor, 123 West Indiana Avenue, DeLand, FL, 32720-4608, no later than 3:00 p.m., EST, on Wednesday, February 15, 2017. Bids received after this time will not be considered.

2.2 Proposed Schedule

01.19.17.....Invitation to Bid Available
 02.02.17.....Last Day to Receive Written Questions
 02.15.17.....Bid Closing Date

2.3 Delivery of Bids

DO NOT RESPOND TO THIS SOLICITATION ON LINE

All Bids shall be sealed and delivered or mailed to (faxes/e-mails will *not* be accepted):

County of Volusia, Florida
 Purchasing and Contracts Office, Room 302
 123 West Indiana Avenue, 3rd floor
 DeLand, Florida 32720-4608
 Mark package(s) **“Bid #17-B-56KT, Pipe Lining”**

Note: Please ensure that if a third party carrier (Federal Express, UPS, etc.) is used, that the third party is properly instructed to deliver the Bid Submittal **only** to Room 302, in the Purchasing and Contracts Office on the third (3rd) floor at the above address.

Bids mailed to 123 West Indiana Avenue via the United States Postal Service (USPS) are delivered to the Post Office, not to the physical address and, therefore, may not meet the requirements of Section 2.1. To be considered, a Bid must be received and accepted in the Purchasing and Contracts Office before the Bid closing date and time.

2.4 Public Bid Opening

- A. Pursuant to Section 119.071, Florida Statutes, Bids or proposals (“responses”) and the completed tabulation will be available for inspection within thirty (30) days of response opening. Contact the Purchasing and Contracts Office during regular business hours to inspect responses and the completed tabulation or go to www.volusia.org/bidlist for inspection of the completed tabulation. The foregoing notwithstanding, if, prior to the County’s making responses available for inspection, the County rejects all responses and concurrently provides notice of the County’s intent to reissue the solicitation, then the County may avail itself of the exemption for rejected responses set forth in Section 119.071, Florida Statutes, to the extent such Section may apply.
- B. In accordance with the American Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing a special accommodation to participate in the proceedings, or an interpreter to participate in any proceedings, should contact the County’s ADA Coordinator at 386-248-1760 for assistance at least two (2) business days before any meeting date.

Assisted listening system receivers are available for the hearing impaired, and can be obtained from the Deputy Clerk by contacting the County’s ADA Coordinator at 386-248-1760.

Read the full ADA Notice under The American with Disabilities Act (Title II), at www.volusia.org/core/fileparse.php/4175/urlt/ADANotice.pdf.

Read the [County of Volusia Grievance Procedure](#) under The Americans with Disabilities Act (Title II).

2.5 Public Records Law.

Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Contractor with this statement and establish the following requirements as contractual obligations pursuant to the Agreement:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-736-5935, purchasing@volusia.org, by mail, Purchasing and Contracts Division, Attn: Public Records Custodian, 123 W. Indiana Ave. RM 302 DeLand, FL 32720.

By entering into this Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, this Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the County is required to:

- A. Keep and maintain public records required by the County to perform the services and work provided pursuant to this Contract.
- B. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the County.
- D. Upon completion of the Contract, transfer, at no cost, to the County all public records in the possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.
- E. Requests to inspect or copy public records relating to the County's Contract for services must be made directly to the County. If Contractor receives any such request, Contractor shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Contractor of such request, and the Contractor must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

- F. Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.
- G. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County.

Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Contractor authorizes County to seek declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Volusia County on an expedited basis to enforce the requirements of this section.

2.6 Bid Submittal Form

- A. See *Submittal Requirements* for complete details.
- B. Each Bidder shall submit **Three (3)** complete sets of the Bid Submittal:
 - **One (1)** hard copy marked "ORIGINAL"
 - **One (1)** hard copies marked "COPY"

Note: It is not necessary to return every page of the original solicitation document with the hard copies of the Bid Submittal ORIGINAL and COPY(ies); return only the pages that require signatures or information as detailed in Section 3.0.

 - **One (1)** COMPLETE electronic copy on a CD or USB drive in PDF format (Excel spreadsheets shall not be recorded in PDF). The electronic copy of the Bid Submittal shall include all submittal requirements as detailed in Section 3.0.

Note the solicitation number and name of company on the CD or USB drive.

Do not send confidential information, proprietary information, or trade secrets.

- C. Terms and conditions differing from those in this Bid shall be cause for disqualification of the Bid Submittal.
- D. The Invitation to Bid page and the Bid Submittal Form must be signed by an official authorized to legally bind the Bidder to all Bid provisions. The Bid Submittal Form (Section 4.0) shall be signed by an authorized agent of the firm with documentation, such as a Memorandum of Authority, that the individual is authorized to commit the firm to a contract.

2.7 Questions, Exceptions, and Addenda Concerning ITB #17-B-56KT

- A. It is incumbent upon each Bidder to carefully examine this solicitation's specifications, scope of work/service, terms, and conditions. Questions and exceptions concerning any Section of this Bid shall be directed by letter, facsimile transmission or by e-mail to the Procurement Analyst named in 2.7, B, below, who shall be the official point of contact for this Bid. Questions and exceptions shall be submitted no later than fourteen (14) days before the closing date. Thereafter, no further questions or exceptions will be accepted or reviewed by the County and Bidders' right to submit questions or exceptions will terminate and any questions or exceptions not previously made shall be deemed waived. The issuance of a written addendum is the only official method by which interpretation, clarification, or additional information can be given and oral representations will not be binding on the County.
- B. Mark cover page or envelope(s) Questions, Exceptions and Addenda Concerning ITB #17-B-56KT, "Pipe Lining"

Submit questions to:

Kendrick Thomas, Procurement Analyst
 Telephone:.....386-626-6624
 Fax:386-736-5972
 E-mail:.....KThomas@volusia.org

- C. If it becomes necessary for the County to revise any part of this ITB, an addendum will be posted on the County's web site. It is each Bidder's responsibility to check the Volusia County web site for any addenda at www.volusia.org. Each Bidder should ensure that they have received all addenda to this ITB before submitting their proposal. In their proposals, Bidders must provide proof of receipt of each addendum by signing and returning each addendum to the County. Failure to provide this proof may cause Bidder's proposal to be rendered non-responsive.
- D. Each addendum issued by the County shall become a material part of this solicitation.

2.8 Award

The County reserves the right to award the Agreement to the Bidder(s) that the County deems to offer the lowest responsive and responsible Bid(s), as defined elsewhere in this solicitation. The County is therefore not bound to accept a Bid based only on lowest price. In addition, the County has the sole discretion and reserves the right to cancel this ITB, to reject any/all Bids, to waive any/all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the County to do so. Nothing prohibits the County from rejecting / rebidding when responses exceed budget and the County must change the solicitation to lower costs. The County also reserves the right to make multiple awards based on experience and qualifications or to award only a portion of the items and/or services specified, if deemed to be in the County's best interest or award only a portion of the solicitation.

2.9 Local Bid Preference

Effective January 1, 2012, Volusia County adopted a local Bid preference. A Bidder or prime contractor which has a permanent location at least six (6) months prior to the Bid closing, as proven by a business tax receipt, as stated in Volusia County Ordinance 2-269.5 in Lake, Orange, Osceola, Seminole or Volusia County ("Local"), shall be granted a preference of three percent (3%) of the total Bid price or quote. A Bidder which is a prime contractor and is utilizing subcontractors, and the Bid price or quote of the work to be performed by all subcontractors, that qualify as a local business, constitutes fifty-one percent (51%) or greater of the total work to be performed through subcontracting a two percent (2%) Bid preference will apply. In the event that a prime contractor qualifies for a preference and subcontractor qualifies for a preference, the preference shall not exceed a total of five percent (5%). Preference shall not be given to Bids where the difference of the total Bid price or quote exceeds twenty-five thousand dollars (\$25,000.00) from the nearest competing Bid price or quote for that solicitation or if a county listed in 2-269.5 does not reciprocate, as stated in 2-269.5, the County will not offer a preference to this County.

This Section 2.9 does not apply to any purchase that is funded, in whole or in part, by an entity prohibiting local preference by grant agreement or applicable federal, state, or local law. Solicitations for emergency purchases subject to Section 2-275 of the Code are additionally exempt. All Bidders, including prime and subcontractors, awarded an Agreement as a part of this process must maintain its status as a local business through the term of the Agreement. Any Bidder, including prime and subcontractors, awarded an Agreement as a result of this preference will be required to post any job openings for this project with the Center for Business Excellence (CBE). Noncompliance with the requirements of this Section 2.9 will be deemed as a material breach and may be subject to Agreement termination or disqualification from bidding on future projects.

This Bid is not funded by monies that prohibit this provision and local preference does apply.

2.10 Definition of Responsive and Responsible for this Bid

Each Bid submittal shall be evaluated for conformance as responsive and responsible using the following criteria:

- A. Proper submittal of ALL documentation as required by this Bid. (Responsive)
- B. The greatest benefits to Volusia County as it pertains to: (Responsible)
 - 1. Total Cost;
 - 2. Delivery;
 - 3. Equipment;
 - 4. Past Performance. In order to evaluate past performance, all Bidders are required to submit a list of three (3) references / relevant projects completed within the last three (3) years that are the same or similar in magnitude to this ITB. The County of Volusia shall not be listed as a reference;
 - 5. All technical specifications associated with this Bid;

6. Financial Stability: A Dun and Bradstreet report may be used by the County to evaluate Respondent's financial stability. All Respondents shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year.

Bidders are reminded that award may not necessarily be made to the lowest Bid. Rather, award will be made to the lowest responsive, responsible, Bidder whose Bid represents the best overall value to the County when considering all evaluation factors.

2.11 Other Agencies

- A. All Bidders awarded Agreements from this Bid may, upon mutual agreement, permit any municipality or other governmental agency to participate in the Agreement under the same prices, terms, and conditions, if agreed to by both parties.
- B. It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency; nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Bidder(s).

2.12 F.O.B. Point

The F.O.B. point for this Agreement and for all purchases made under it shall be as specified by the using department (in accordance with the Bid Submittal Form), in Volusia County, Florida. Delivery will not be complete until the using department has accepted each item. Delivery to a common carrier shall not constitute delivery to the ordering agency. All disputes shall be between the Contractor and the carrier.

2.13 Use of County Logo

The County owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in this solicitation permits or shall be construed as authorizing Bidder to use or display County's Intellectual Property on Bidder's submittal documents or proposal (including any exhibits attached thereto) submitted to County by or on behalf of Bidder in response to this solicitation. The County has the right to redact the County Logo displayed on any proposal submitted.

2.14 Assignment

Contractor may not assign or otherwise convey Contractor's rights and/or obligations under this Contract without obtaining County's prior written consent, which consent County may withhold, limit and/or condition in County's sole discretion, including, but not limited to posting a performance bond. Any consent by the County under this Section 2.14 shall be by written amendment to the Contract in a form and substance specified by the County in its sole discretion. If Contractor desires to assign or otherwise convey its rights and/or obligations under this Contract, Contractor no less than thirty (30) days prior to the assignment's proposed effective date, provide County with a written request

for County's consent. Failure to provide such notice may result in the County assessing a processing fee of Five Hundred Dollars (US \$500.00).

Failure by the Contractor to obtain the County's consent in accordance with this Section 2.14 prior to assignment or other conveyance shall: 1) constitute a material breach of the Contract; and 2) entitle the County to retain any and all legal rights, claims and defense to enforce this Section 2.14, including, but not limited to, injunctive, declaratory, damages and attorney's fees and costs. Payment of any sum by the County in accordance with the Contract to the Contractor or any person or entity prior to the Contractor obtaining the County's consent to the assignment shall not constitute a waiver of the rights of the County under this Section 2.14.

Nothing herein shall preclude the right of the County to waive its rights under this Section 2.14 but no waiver shall be granted by the County without amendment to the Contract.

2.15 Agreement

- A. The contents of this Bid, any subsequent addenda, and all provisions of the successful proposal deemed pertinent by the County shall be considered as contractual documents and shall become legally binding. A separate Agreement document, other than a Purchase Order or Master Agreement, will not be issued.
- B. The Director of Purchasing and Contracts, County Manager, and County Chair are the sole Contracting Officers for the County of Volusia, Florida, and only they or their designee are authorized to make changes to any Agreement.
- C. The County shall be responsible for only those orders placed by the County on an authorized signed Purchase Order or Master Agreement. The County shall not be responsible for any order, change, substitution, or any other discrepancy from the Purchase Order or Master Agreement. If there is any question about the authenticity of a Purchase Order, Master Agreement, or change order, the Bidder should promptly contact the Purchasing and Contracts Office at 386-736-5935.

2.16 Disclosure of Bid Content

- A. All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this Bid. Selection or rejection of any Bid Submittal does not affect this right.
- B. The County of Volusia, Florida, is governed by the Public Record Law, Chapter 119, Florida Statutes (F.S.).

2.17 Disqualification of Bidders

- A. One (1) Bid: Only one (1) Bid submittal from an individual firm, partnership or corporation under the same or under different name will be considered. If a Bidder submitted more than one (1) Bid for the work involved, all Bids submitted from such Bidder will be rejected.

- B. Collusion Among Bidders: If it is believed that collusion exists among the Bidders, the Bids of all participants in such collusion shall be rejected and no participants in such collusion will be considered in future proposals for the same work.

2.18 Bidder's Responsibility

The Bidder, by submitting a Bid, represents that:

- A. The Bidder has read and understands the Invitation to Bid in its entirety and that the Bid is made in accordance therewith;
- B. The Bidder possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the County;
- C. The Bidder has made all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the Agreement and to verify any representations made by the County of Volusia, Florida, upon which the Bidder will rely. If the Bidder receives an award because of its Bid Submittal, failure to have made such investigations and examinations will in no way relieve the Bidder from its obligations to comply in every detail with all provisions and requirements of the Agreement, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Bidder for additional compensation or relief; and
- D. The Bidder will be held responsible for any and all discrepancies, errors, etc., in discounts or rebates which are discovered during the Agreement term or up to and including three (3) fiscal years following the County's annual audit.

2.19 Payment Terms

- A. The County will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of Agreement) of the invoice(s) or receipt of all products or services ordered.
- B. Pursuant to Chapter 218, Florida Statutes, the County will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within thirty (30) days after the due date.
- C. The County has the capability of Electronic Funds Transfer (EFT). List any discounts for prompt payment and/or willingness to accept Electronic Funds Transfer (EFT) and the discount to be applied to such payments. Vendors offering prompt payment discounts, for example 1% - net 10, the discount shall be taken if the check issue date is within specified time period from date of invoice.
- D. By submitting a Bid (offer) to the County of Volusia, Florida, the Bidder expressly agrees that, if awarded an Agreement, the County may withhold from any payment monies owed by the Bidder to the County for any legal obligation

between the Bidder and the County including, but not limited to, real property taxes, personal property taxes, fees, and commissions.

2.20 Special Conditions

These County facilities are administrative facilities that provide services to the Volusia County public and any agencies that it serves. As such, activities in all buildings are critical to the provisioning of services to the public and shall not be interrupted by the Contractor's work activities.

2.21 Minor Irregularities

The County reserves the right to waive minor irregularities in Bid Submittals, providing such action is in the best interest of the County. Minor irregularities are defined as those that have no adverse effect on the County's best interests, and will not affect the outcome of the selection process by giving the Bidder an advantage or benefit not enjoyed by other Bidders.

2.22 Licenses, Certificates, and Permits

- A. The County reserves the right to require proof that the Bidder is an established business and is abiding by the ordinances, regulations, and laws of their community and the state of Florida, such as but not limited to: Business Tax Receipts, business licenses, Florida sales tax registration, Federal Employers Identification Number, Registration with the Florida Department of State, Division of Corporations' Sunbiz at www.sunbiz.org, AND;
- B. The Bidder shall be required, upon notification of recommendation of award, to register with the Florida Department of State Division of Corporations at www.sunbiz.org in order to provide services under the resulting Agreement.
- C. If a license is required, the Bidder shall be licensed to perform the required work in accordance with the laws of the State of Florida and local ordinances. Bidder shall also verify that his/her subcontractors are licensed to perform the work in accordance with the laws of the State of Florida and local ordinances.

2.23 Insurance

Contractor shall provide the required insurance detailed in Exhibit A for the entire Term of the Agreement. Regardless of anything submitted as proof of insurance, Contractor shall comply with all requirements of Exhibit A.

2.24 Safety

The Contractor shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed by the Contractor in performing the work. The Bidder shall at all times comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning "OSHA" and all applicable state labor laws, regulations, and standards. The Contractor shall indemnify and hold harmless the County from and against all liabilities, suits, damages, costs, and expenses (including attorney's

fees and court costs) which may be imposed on the County because of the Contractor, Subcontractor, or supplier's failure to comply with the regulations.

2.25 Governing Law and Venue

All legal proceedings brought in connection with this Agreement shall only be brought in a state or federal court located in the State of Florida. Venue in state court shall be in Volusia County, Florida. Venue in federal court shall be in the United States District Court, Middle District of Florida, Orlando division. Each party hereby agrees to submit to the personal jurisdiction of these courts for any lawsuits filed there against such party arising under or in connection with this Agreement. In the event that a legal proceeding is brought for the enforcement of any term of the Agreement, or any right arising therefrom, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this Agreement shall in all respects be governed by and determined in accordance with the laws of the State of Florida without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.

2.26 Additional Terms

The attached Invitation to Bid cover pages contains additional terms and conditions. These written specifications within this solicitation will take precedence over terms and conditions on the Invitation to Bid cover pages.

2.27 Award Term

The County is looking to promote partnership relationships within the policies and procedures of public procurement. Pursuant toward that end, the successful Contractor(s) shall be awarded an Agreement for an initial three (3) year term with the option for two (2) subsequent one (1) year renewals. All renewals will be contingent upon mutual written agreement and, when applicable, approval of County Council.

2.28 Price Redeterminations

Once each year during the term of the Contract, including any extension or renewal periods thereof, the Contractor may, but is not obligated to, petition the Director of Purchasing and Contracts for one or more price redeterminations where such price redetermination(s) is/are necessitated by documented increases in the cost of wages, fuel, or materials. Petitions for price redeterminations shall be made within thirty (30) days of the anniversary date of the Contract (i.e., the calendar day and month when the Contract became effective) and only after the Contract has been in effect for at least one year. Any such petition shall be made pursuant to the provisions of this Section 2.28 and only for those price redetermination categories specified herein. Unless otherwise expressly set forth in this Agreement, no other price redeterminations shall be allowed. All price redeterminations, once issued, shall be prospective from the date of approval unless otherwise approved by a duly executed amendment to this Contract.

- A. *Basis for Price Redeterminations.* The Contractor may petition the Director of Purchasing and Contracts for price redetermination based on the increased costs of wages, fuel, or materials. Price redeterminations will be based solely upon changes in pricing or costs documented by either the Employment Cost Index (ECI) or Producer Price Index (PPI), whichever is applicable, as published by the Bureau of Labor Statistics. The base index number for the ECI will be for the quarter in which the ITB opens. The base index number for the PPI will be for the month the ITB opens. Any subsequent price redeterminations will use the last price redetermination approved for that price redetermination category as the “base index number.” The County shall have the right to audit the Contractor’s records, including, but not limited to, payroll, materials, and fuel cost records, to verify or otherwise investigate the validity of any price redetermination request.
- B. *Wage Price Redetermination.* When requesting a price redetermination based upon an increase in wage costs, the Contractor shall refer to and utilize the Employment Cost Index, Total Compensation, Private Industry, Index Number and Occupational Group at <http://data.bls.gov/PDQ/outside.jsp?survey=ci>, as prepared by the Bureau of Labor Statistics in the U.S. Department of Labor. The base figure will be tied to Trade, transportation, and utilities under the heading Service Providing Industries. Wage price redetermination increases shall be granted only by reason of wage increases associated with the Contractor’s employees or subcontractors performing work or services pursuant to the Contract.
- C. *Minimum Wage Price Redetermination.* If the minimum wage increases during the term of the Contract, including any renewal or extension period thereunder, the Contractor may petition the Director of Purchasing and Contracts for price redetermination for those job categories where the pay to the Contractor’s employee(s) is the current minimum wage. Upon verification of the information provided, the County will grant an increase of exactly the amount of the minimum wage increase (not the percentage increase). The Contractor must increase the pay to the employee(s) by the amount the Contractor has requested, which shall not exceed the amount of the minimum wage increase. The amount paid to the Contractor will be the increase plus any written and documented increase in FICA, Medicare, and Workers' Compensation insurance. The Contractor must supply written documentation of any other increase that is beyond the scope and control of the Contractor. All written documentation must satisfy the reasonable expectations of the Director of Purchasing and Contracts and Internal Auditor.
1. *Example:* Minimum wage increases from \$7.31 to \$7.56 per hour. The Contractor may petition for an increase of \$0.25 per hour to be paid to the affected employee(s) and shall provide written and documented cost increases for FICA, Medicare and Workers' Compensation. The resulting increase in costs shall be incorporated into fees/rates billed to the County.

If the Contractor bills the County at a higher price according to any price redetermination granted by the County, and the Contractor fails to increase the hourly rate paid to the employee for the same period, the Contractor will be considered in Contract default and the Contract will be immediately terminated.

- D. *Fuel Price Redetermination.* If/when the price of fuel increases by a minimum of ten (10%) percent, the Contractor may petition the Director of Purchasing and Contracts for a fuel price redetermination. As a condition of petitioning for a fuel price increase, the Contractor shall be required to petition for a fuel price redetermination decrease if/when the price of fuel decreases by a minimum of ten (10%) percent. Failure to make such petition may be grounds for Contract termination and shall entitle the County to a refund of the cumulative increase in pay to the Contractor due to any prior fuel price redetermination increase(s). Fuel price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) for the commodities “Unleaded Gasoline - WPU057104” or “#2 diesel fuel - WPU057303,” as such may be applicable to the Contractor’s operations in connection with the Contractor’s performance of the Contract.
- E. *Materials Price Redetermination.* At the anniversary date of the Agreement, the Contractor may petition the Director of Purchasing and Contracts for a materials price redetermination. As a condition of petitioning for a materials price increase, the Contractor shall be required to petition for a materials price redetermination decrease if/when the price of materials used by the Contractor in connection with the Contract decreases. Failure to make such petition may be grounds for Contract termination and shall entitle the County to a refund of the cumulative increase in pay to the Contractor due to any prior materials price redetermination increase(s). Materials price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) for the commodity “All other plastic produce manufacturing – WPU072A01012”, as published by the Bureau of Labor Statistics.
- F. *Price Redetermination Calculation.* All Price Redeterminations shall be calculated as follows:

Example: Contractor indicated on the Submittal Form that thirty percent (30%) of the cost to provide the product/service is directly attributed to the redetermination category (wages, fuel, or materials).

Base index PPI	=		\$179.20
Current applicable PPI	=		\$200.50
PPI increased by \$10.30 (\$200.5 – \$179.2 = \$21.30)			
	or (21.3 ÷ \$179.2 = .1188)		.11.9%
Unit cost of the service is.....			\$100.00
30% of \$100.00 is directly attributed to the redetermination category.....			\$30.00
\$30.00 X 11.9%	=		\$3.57
New unit price for the product/service is (\$100 + \$3.57).....			\$103.57

- G. *Expiration Upon Failure to Agree to Price Redetermination.* If the County and the Contractor cannot agree to a price redetermination pursuant to the terms and conditions of this Section 2.28, then the Contract will automatically expire without penalty or further expense to either party after a period of six (6) months following the Contractor’s initial request for such price redetermination. Requests for price redeterminations not made in accordance with the provisions of

this Section 2.28 shall be deemed null and void and shall not be a valid reason or pretext for expiration or termination of the Contract. If the contract expires pursuant to the terms and conditions of this Section 2.28, the County reserves the right, at no expense, penalty, or consequence to the County, to award any remaining tasks thereunder to the next available most responsive and responsible Contractor.

2.29 Unusual Costs

The Contractor may petition the County at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year. If the Contractor petitions for such an increase, the Contractor shall also petition for a rate reduction on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year; failure to make such petition may be grounds for Agreement termination.

The Contractor's request shall contain substantial proof and justification to support the need for the rate adjustment. The County may request from the Contractor, and the Contractor shall provide, such further information as may be reasonably necessary in making its determination. The County shall approve or deny the request, in whole or in part, within sixty (60) days of receipt of the request and all other additional information required by the County. Any price redetermination shall be solely based upon the documentation provided and the County reserves the right to rescind any price relief granted should the circumstances change and prices go down.

2.30 Waiver of Claims

Once this Agreement expires, or final payment has been requested and made, the awarded Contractor shall have no more than thirty (30) calendar days to present or file any claims against the County concerning this Agreement. After that period, the County will consider the Contractor to have waived any right to claims against the County concerning this Agreement.

2.31 Termination

- A. The resulting Agreement may be terminated by either party upon the material breach by the other party if such breach is not cured within thirty (30) days' written notice from the non-breaching party.
- B. County may terminate the resulting Agreement for convenience or non-appropriation upon at least thirty (30) calendar days prior written notice to Contractor.
- C. The Contractor may cancel the resulting Agreement with one-hundred eighty (180) days written notice to the Director of Purchasing and Contracts. Failure to provide proper notice to the County may result in the Contractor being barred from future business with the County.

- D. After Contractor's receipt of a notice of termination pursuant to Paragraph A above (or to the extent Contractor has not cured a material breach within thirty (30) days' notice from County), and except as otherwise directed by the County, the Contractor shall:
1. Stop work under the Agreement or applicable statement of work on the date specified in the notice of termination;
 2. Place no further orders or subcontracts for materials, services or facilities;
 3. Terminate all orders and subcontracts to the extent that they relate to the performance of work or services terminated by the notice of termination; and
 4. With the approval of the County and to the extent required by the County, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts. County's approval of such settlements shall be final for all the purposes of this Section 2.31, Termination.
- E. After receipt of a notice of termination, the Contractor shall submit to the County its termination claim for amounts owed by County (which shall include, without limitation, all amounts due for work or services performed through the date of termination), in the form and with a certification as prescribed by the County. Such claim shall be submitted promptly but in no event later than thirty (30) days from the effective date of termination, unless one or more extensions in writing are granted by the County, upon request of the Contractor made in writing within such thirty (30) days period or authorized extension thereof. Upon failure of the Contractor to submit its termination claim within the time allowed, the County may determine on the basis of information available to it, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined. In the event County terminates for convenience or non-appropriation, Contractor shall not be obligated to refund to County any prepaid fees.
- F. **Non-Appropriation.** The resulting Agreement may be terminated by the County or Contractor if the County does not appropriate the funding in any fiscal year necessary to pay the compensation set forth in the resulting Agreement.
- G. In the event that the resulting Agreement is terminated by the County or Contractor for non-appropriation, Contractor shall be paid in accordance with terms of the resulting Agreement. Contractor shall be paid (a) to the date of termination on a prorated basis for any task and deliverable designated for payment on the Payment Milestone Schedule that was started but not completed and/or (b) for any work or deliverable that has been completed but not yet been paid. County's obligation to pay Contractor under this Section 2.31, Termination, and the resulting Agreement is limited to the budgeted amount for the fiscal year approved by the Volusia County Council for the then current fiscal year of the resulting Agreement. Contractor shall have no right to compel the Volusia County Council to appropriate funds for any fiscal year to pay the compensation.

- H. Upon being notified of County's election to terminate for default of Contractor, non-appropriation or convenience, Contractor and its Subcontractors shall refrain from performing further work or incurring additional expenses under the terms of the resulting Agreement, which is not specifically authorized in the notice of termination.
- I. If termination of the resulting Agreement occurs for any reason:
 - 1. Except as otherwise provided in the resulting Agreement, Contractor shall return to the County, or destroy, all County confidential information in Contractor's possession and shall certify the destruction or return of said information in a written document signed by the duly authorized representative of the Contractor that all such information has been destroyed or returned, provided that Contractor shall be permitted to retain an archival copy of any such confidential information (provided it continues to maintain the confidentiality of such as prescribed herein) to the extent necessary to have a record of the Service performed hereunder.
 - 2. For all undisputed outstanding invoices submitted to the County for work completed or deliverables delivered prior to the effective date of the termination, the County shall cause payments to be made to Contractor within forty-five (45) days of receipt of invoice. Contractor shall invoice the County for any sums Contractor claims to be owed by County under the resulting Agreement for work performed from the last invoice to the effective date of termination. County shall review such invoice for payment within fifteen (15) days of receipt and County shall pay any undisputed amount within forty-five (45) days.
- J. In the event of termination by the County for non-appropriation, for all items or products ordered by Contractor before receipt by Contractor of the notice of termination which Contractor could not cancel without imposition of a fee, the County shall cause payments to be made to Contractor within forty-five (45) days of receipt of an undisputed invoice for all cancellation, restocking or residual fees resulting from the cancellation or return of third party products ordered from or shipped by the vendor thereof prior to the effective date of the termination.
- K. In the event Contractor is unable to deliver the system in a manner that enables the System and all of its functional components to pass final acceptance testing, County shall have the right to terminate the Agreement and have the right to receive from Contractor a refund of any implementation fees paid through the date of such termination.

2.32 Incurred Expenses

This ITB does not commit the County of Volusia to award an Agreement, nor shall the County of Volusia be responsible for any cost or expense which may be incurred by the Bidder in preparing and submitting the submittal called for in this ITB, or any cost or expense incurred by the Bidder prior to the execution of an Agreement.

2.33 Minimum Specifications

The specifications listed in the scope of service are the minimum required performance specifications for this ITB; they are not intended to limit competition nor specify any particular Bidder, but to ensure that the County receives quality services.

2.34 Compliance with Laws and Regulations

The Contractor shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Contractor shall observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees for all work or services performed under this Agreement. The Contractor shall protect and indemnify County and all its officers, agents, servants, or employees against any liability or claim made against the County arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Contractor, its representatives, Subcontractors, sub-consultants, professional associates, agents, servants, or employees.

At time of Bid submittal, Contractor shall hold the required licensure to be the prime Contractor for all work to be performed under the resulting Agreement. If Contractor proposes to use a Subcontractor or sub-consultant to perform any work under the resulting Agreement such subcontractor and/or sub-consultant shall, at the time of Bid submittal, hold the required licensure for all work to be performed under the resulting Agreement as a subcontractor and shall maintain such license(s) in full force and effect during the term of the resulting Agreement. All licenses and permits required to perform Contractor's duties under the resulting Agreement whether such license or permit is required by the federal government, State of Florida, Volusia County, or any municipality, shall be at Bidder's sole cost and expense, and shall not be a cost of the County. All required licenses and permits shall be maintained in full force and effect during the term of the resulting Agreement.

2.35 Limitation of Liability and Indemnification of County

- A. The Contractor shall, at its own expense, indemnify, defend, and hold harmless the County and its public officials (elected and appointed), successors and assigns, agents, officers, and employees, from and against all claims of every kind and nature (including losses incurred or suffered in consequences either of bodily injury to a person or damage to property), damages, losses and expenses, including, but not limited to attorney's fees, arising out of or resulting from the performance of this Agreement provided that the claim, damage, loss and expense is caused by any negligent act or omission of the Contractor, or anyone directly or indirectly employed by Contractor, except that the Contractor will not be required to indemnify, defend and hold harmless the County if such claim, damage, loss and expense is the result of the negligence of the County, or of anyone directly or indirectly employed by the County or anyone for whose acts the County may be liable.
- B. Sovereign Immunity. County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes (as

amended). Notwithstanding anything set forth in any Section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the County for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

2.36 Records & Right to Audit

County shall have the right to audit the books, records, and accounts of Contractor and its Subcontractors that are related to the resulting Contract. Contractor and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the resulting Contract. Contractor shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for a retention period of five (5) years after completion or termination of the Contract, and any renewals, as required by Item 65, General Records Schedule GS1-SL for State and Local Government Agencies, effective February 19, 2015 and the Florida Public Records Act (Chapter 119, Florida Statutes). Contractor shall, by written Contract, require its Subcontractors to agree to the requirements and obligations of this Section 2.36 Audits will be subject to applicable privacy and confidentiality laws and regulations and Contractor's privacy and confidentiality policies and procedures.

2.37 Change in Scope of Work/Service

- A. The County may order changes in the work/service consisting of additions, deletions, or other revisions within the general scope of the Agreement. No claims may be made by the Contractor that the scope of the project or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the Agreement, unless such changes or adjustments have been made by written amendment or change order to the Agreement signed by the County Representative, County Director of Purchasing and Contracts, and the Contractor.
- B. If the Contractor believes that any particular work/service is not within the scope of work/service of the Agreement, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the County's Representative in writing of this belief. The Contractor and County shall negotiate modifications to the Agreement in good faith and agree upon equitable adjustment for any changes in services or other obligations required of the Contractor due to such modifications. The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.
- C. The County reserves the right to negotiate with the awarded Contractor(s) without completing the competitive bidding process for materials, products, and/or

services similar in nature to those specified within this ITB for which requirements were not known when the ITB was released.

2.38 Modifications Due to Public Welfare or Change in Law

The County shall have the power to make changes in the Agreement as the result of changes in law and/or ordinances of Volusia County to impose new rules and regulations on the Contractor under the Agreement relative to the scope and methods of providing services as shall, from time to time, be necessary and desirable for the public welfare. The County shall give the Contractor notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Contractor. In the event any future change in Federal, State or County law or the ordinances of Volusia County materially alters the obligations of the Contractor, or the benefits to the County, then the Agreement shall be amended consistent therewith. Should these amendments materially alter the obligations of the Contractor, then the Contractor or the County shall be entitled to an adjustment in the rates and charges established under the Agreement. Nothing contained in the Agreement shall require any party to perform any act or function contrary to law. The County and Contractor agree to enter into good faith negotiations regarding modifications to the Agreement, which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to the Agreement, the County and the Contractor shall negotiate in good faith, a reasonable and appropriate adjustment for any changes in services or other obligations required of the Contractor directly and demonstrably due to any modification in the Agreement under this clause.

2.39 Right to Require Performance

- A. The failure of the County or Contractor at any time to require performance by the other of any provision hereof shall in no way affect the right of the County or Contractor thereafter to enforce same, nor shall waiver by the County of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.
- B. In the event of failure of the Contractor to deliver services in accordance with the Agreement terms and conditions, the County, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the County may have.

2.40 Force Majeure

Neither party shall be liable for any failure or delay in the performance of its obligations under the Agreement to the extent such failure or delay necessarily results from the occurrence of a Force Majeure Event beyond the control or reasonable anticipation of either party, including, but not limited to, compliance with any unanticipated government law or regulation not otherwise in effect at the time of execution of this Agreement, acts of God, unforeseeable governmental acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems, and/or any other unforeseeable cause whatsoever

beyond the reasonable control of the parties (and such cause being referred to as a “Force Majeure Event”). Accordingly, the parties further agree that:

- A. Upon the occurrence of Force Majeure Event, the non-performing party shall be excused from any further performance of those obligations under this Agreement that are affected by the Force Majeure Event for as long as (a) the Force Majeure Event continues; and (b) the non-performing party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.
- B. Upon the occurrence of a Force Majeure Event, the non-performing party shall notify the other party of the occurrence of such event and describe in reasonable detail the effect(s) of such event upon the party’s performance of its obligations and duties pursuant to this Agreement. Such notice shall be delivered or otherwise communicated to the other party within two (2) business days following the failure or delay caused by the Force Majeure Event, or as soon as possible after such failure or delay if the Force Majeure Event precludes the non-performing party from providing notice within such time period.
- C. In the event of a Force Majeure Event, the time for performance by the parties under the applicable statement of work shall be extended for a period of time equal to the time lost by reason of such cause through execution of a Change Order pursuant to the terms of the Agreement.

2.41 Contractor’s Personnel

During the performance of the Agreement, the Contractor agrees to the following:

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer;
- B. The Contractor shall be responsible for ensuring that its employees, agents, and subcontractors comply with all applicable laws and regulations and meet federal, state, and local requirements related to their employment and position;
- C. The Contractor certifies that it does not and will not during the performance of the Agreement employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended;
- D. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section 2.41;

- E. The Contractor shall include the provisions of the foregoing paragraphs A, B, C, and D, above, in every subcontract or purchase order so that the provisions will be binding upon each Contractor;
- F. The Contractor and any Subcontractor shall pay all employees working on this Agreement not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended;
- G. Any information concerning the County, its products, services, personnel, policies, or any other aspect of its business learned by the Contractor or personnel furnished by the Contractor in the course of providing services pursuant to the Agreement and exempt from disclosure pursuant to Section 119.01, F.S., shall be held in confidence and shall not be disclosed by the Contractor or any employee or agents of the Contractor or personnel furnished by the Contractor, without the prior written consent of the County; and
- H. Both Contractor and Subcontractors awarded an Agreement as a result of Section 2.9, *Local Preference*, shall register all open positions related to this Agreement with the Center for Business Excellence (CBE), and submit appropriate affidavit (Sections 10.0 and 11.0 of this document) showing compliance.

2.42 Claim Notice

The Contractor shall immediately report in writing to the County's designated representative or agent any incident that might reasonably be expected to result in any claim under any of the coverage mentioned herein. The Contractor agrees to cooperate with the County in promptly releasing reasonable information periodically as to the disposition of any claims, including a résumé of claims experience relating to all Contractor operations at the County project site. The designated representative for the County shall be:

Name: County of Volusia, Florida
 Personnel/Risk Management Division
 Address: 230 North Woodland Boulevard, Suite 250
 DeLand, Florida 32720
 Telephone: 386-736-5963
 Fax: 386-822-5006

2.43 Disadvantaged Business Enterprise Program

The County Council has adopted policies, which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The County encourages joint ventures between majority-owned firms and qualified disadvantaged / minority / women-owned firms.

2.44 County/Contractor Relationship

The County of Volusia reserves the right to award one or more Agreements to provide the required services as deemed to be in the best interest of the County.

Any awarded Contractor shall provide the services required herein strictly under a contractual relationship with the County and is not, nor shall be, construed to be an agent or employee of the County. As an independent Contractor the awarded Contractor shall pay any and all applicable taxes required by law; shall comply with all pertinent Federal, State, and local statutes including, but not limited to, the Fair Labor Standards Act, The Americans with Disabilities Act, the Federal Civil Rights Act, and any and all relevant employment laws. The Contractor shall be responsible for all income tax, FICA, and any other withholdings from its employees' or Subcontractor's wages or salaries. Benefits for same shall be the responsibility of the Contractor including, but not limited to, health and life insurance, mandatory Social Security, retirement, liability/risk coverage, and workers' and unemployment compensation.

The independent Contractor shall hire, compensate, supervise, and terminate members of its work force; shall direct and control the manner in which work is performed including conditions under which individuals will be assigned duties, how individuals will report, and the hours individuals will perform.

The independent Contractor shall not be provided special space, facilities, or equipment by the County to perform any of the duties required by the Agreement, nor shall the County pay for any business, travel, or training expenses or any other Agreement performance expenses not explicitly set forth in the specifications.

The independent Contractor, except as expressly set forth herein, shall not be exclusively bound to the County and may provide professional services to other private and public entities as long as it is not in direct conflict and does not provide a conflict of interest with the services to be performed for the County.

2.45 New Material

Unless otherwise provided for in this specification, the Bidder represents and warrants that the goods, materials, supplies, or components offered to the County under this Agreement are new, not used or reconditioned, and are not of such age or so deteriorated as to impair their usefulness or safety and that the goods, materials, supplies, or components offered are current production models of the respective manufacturer. If the Bidder believes that furnishing used or reconditioned goods, materials, supplies, or components will be in the County's interest, the Bidder shall so notify the County Procurement Analyst in writing no later than ten (10) working days prior to the date set for opening of Bids. The notice shall include the reasons for the request and any benefits that may accrue if the County authorizes the bidding of used or reconditioned goods, materials, supplies, or components.

2.46 Damages

Due to the nature of the services to be provided and the potential impact to the County for loss, the Contractor cannot disclaim consequential or special damages related to the performance of this Agreement. The Contractor shall be responsible and accountable for any and all damages, directly or indirectly, caused by the actions or inaction of its employees, staff, or Subcontractors. There are no limitations to this liability.

2.47 Conflict of Interest Form

All Bidders shall properly complete, have notarized, and include with their Bid Submittal the attached form disclosing any potential conflict of interest that the Bidder may have due to ownership, other clients, contracts, or interests associated with this project.

2.48 Definitions

As used in this Bid, the following terms shall have the meanings set forth below:

Agreement: Result from this solicitation between the County and the Contractor, which is this Bid, along with any written addenda and other written documents, which are expressly incorporated by reference.

Agreement Administrator: The Director of Purchasing and Contracts or designee shall serve as Agreement Administrator. The Agreement Administrator shall be responsible for addressing any concerns within the scope of the Agreement. Any changes to the resulting Agreement shall be made in writing and authorized by the Director of Purchasing and Contracts.

AASHTO: American Association of State Highway and Transportation Officials

Bid: A Contractor's offer to the County in response to an invitation to bid (ITB) issued by a purchasing authority.

Bidder: One who submits a response to an invitation to bid (ITB).

Contractor: The person or entity duly authorized, upon award of an invitation to bid (ITB), to have an Agreement with the County to provide the product and/or services set forth herein and incurring liability for the same.

Contractor's Project Manager: The Project Manager has responsibility for administering this Agreement for the successful Bidder(s) and will be designated prior to the issue of the resulting Master Agreement or Purchase Order.

County: The word County refers to the County of Volusia, Florida.

County's Project Manager(s): The Project Manager(s) have responsibility for the day-to-day administration of the resulting Agreement for the County and will be designated prior to award of the resulting Master Agreement or Purchase Order.

Day: The word "day" means each calendar day or accumulation of calendar days.

Director: The Director of Purchasing and Contracts for the County of Volusia, FL.

Master Agreement: The payment vehicle through with the successful Bidder(s) shall be compensated. This Agreement will be issued in accordance with the specifications, terms, and conditions of this Bid document and shall be valid for a specified period of time with a specific dollar value, which shall not be exceeded annually.

OSHA: The Occupational Safety and Health Administration

Person or Persons: An individual, firm, partnership, corporation, association, executor, administrator, trustee, or other legal entity, whether singular or plural, masculine or feminine, as the context may require.

Preference: The method of the reducing the proposed Bid or quote price by a designated percentage for the sole purpose of determining the lowest price when compared to other prices submitted during a competitive solicitation.

Protest: See process at www.volusia.org/purchasing.

Subcontractor: A person other than a materialman or laborer who enters into a contract with a Contractor for the performance of any part of the Agreement documents.

3.0 SUBMITTAL REQUIREMENTS *(Submit in the following order)*

It is not necessary to return every page of this document with the Proposal; return *only* the pages that require signatures or information requested below.

- 3.1 **Completed Invitation To Bid Cover Pages** (includes two pages) signed by an authorized agent of the firm, as listed on the Florida Department of State, Division of Corporations' Sunbiz report available at www.sunbiz.org (Sunbiz), shall be required. If anyone other than the officers listed on the Sunbiz website will be signing this ITB, a memorandum of authority signed by an officer of the firm allocating authorization shall be required. If firm is not currently registered as a vendor in the State of Florida (Sunbiz), include documentation designation of contracting authority. The memorandum of authority shall be on the firm's letterhead and shall clearly state the name, title and contact information for the individual designated by the firm.
- 3.2 Provide a Florida Department of State, Division of Corporations' Sunbiz report available at www.sunbiz.org.
- 3.3 **Completed Bid Submittal Form** (use attached form Section 4.0).
- 3.4 **References** - List at least three (3) recent references where the proposed product/services has been provided within the past three (3) years. Use of the attached form (Section 5.0) will aid in evaluation. Unless specifically asked by the County, the County of Volusia shall *not* be listed as a reference.
- 3.5 **Business Tax Receipt (BTR)**

To be responsive to this solicitation, each Bidder who is currently required to have a Business Tax Receipt (BTR) at the time of submittal shall provide a copy of their current BTR in their response to this solicitation.

There are two exceptions to this Bid submission requirement:

1. If Bidder's business does not have a physical location in Lake, Orange, Osceola, Seminole, or Volusia County, no submission is required, *OR*

2. If Bidder's business type is exempt, submit with proposal a *Proof of Exemption* approved by the Volusia County Revenue Director (see Section 7.0).

For more information and to access *Ch. 114, Article I, Sect. 114-1* of the Volusia County Code of Ordinances, see www.volusia.org/revenue/local-business-tax/business-tax-frequently-asked-questions.shtml

- 3.6 Insurance** - Evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. **Final forms must contain the correct solicitation and/or project number and Volusia County contact person.**

Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall submit a copy with the proposal.

Incorporated and unincorporated firms that qualify for an exemption under the Florida Workers' Compensation law in Chapter 440, Florida Statutes, shall submit an executed *Hold Harmless Agreement* (see Section 8.0) relieving the County of liability in the event they and/or their employees are injured while providing goods and/or services to the County.

- 3.7 Conflict of Interest Form** (use attached form Section 9.0) All Bidders shall properly complete, have notarized, and include with their Bid Submittal the attached statement disclosing any potential conflict of interest that the Bidder may have due to ownership, other clients, contracts, or interests associated with this project.
- 3.8 Addenda** issued subsequent to the release of this solicitation must be signed and returned with the firm's Bid. Failure to return signed addenda may be cause for the Bid to be considered non-responsive.
- 3.9 Taxpayer Identification Number (TIN) and Certification Form** – Include a completed TIN form. If the firm is not registered with Volusia County, on-line registration is available at www.volusia.org/purchasing under Vendor Self Service, which links to the registration site and the TIN form can be accessed through this site as well.
- 3.10 Certification Affidavit by Local Business** (use attached forms Section 10.0 and 11.0) All Bidders shall complete, have notarized, and include with their Bid Submittal the attached statement(s) confirming Local Preference Eligibility.
- 3.11 Drug-Free Work Place form** (use attached form Section 12.0).
- 3.12 Certification Regarding Debarment – Prime** (use attached form Section 13.0).
- 3.13 Certification Regarding Debarment – Sub *if applicable*** (use attached form Section 14.0).
- 3.14 Attachment A - Pricing Sheet**
- 3.15 Equipment List**, including pictures (pictures may be in electronic version and submitted via USB/CD format).

All Bidders shall be prepared to supply a financial statement upon request, preferably a certified

audit, but a third party prepared financial statement and the latest D & B report will be accepted.

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4.0 BID SUBMITTAL FORM

TO: County of Volusia, Florida
Office of Director of Purchasing and Contracts
123 W. Indiana Avenue, Room 302
DeLand, FL 32720-4608

The undersigned hereby declare(s) that [firm name] _____, 2017
_____ has carefully examined the specifications to furnish Pipe Lining, for which Bid Submittals were advertised to be received **no later than 3:00 p.m., EST, on Wednesday, February 15, 2017**, and further declares that the firm will furnish the Pipe Lining according to specifications.

Complete Attachment A and return with bid submittal
(Open Attachment from website, perform "file save as" and save spreadsheet to your computer. Fill in pricing, preferably electronically.)
Include Attachment, in excel format (not pdf), on CD with the rest of your submittal documents.

The County reserves the right to negotiate with the awarded vendor for additional services similar in nature not known at the time of Bid closing.

Sole Proprietor ☐ Yes ☐ No Total number employees_____

The following information is required in order to be granted a price redetermination.

Assuming that the prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances and other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is **directly** attributed to the cost of fuel?_____%

Which does the firm use: ☐ Diesel fuel or ☐ Gasoline?

Assuming that the prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is **directly** attributed to the cost of wages?....._____%

Assuming that the prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances and other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is **directly** attributed to the cost of materials?_____%

Prompt payment discount, if applicable: _____ %, _____ Days; Net 45 Days

Do you accept electronic funds transfer (EFT)? ☐ YES ☐ NO

Do you offer a discount for electronic funds transfer (EFT)? ☐ YES, ____ % ☐ NO

Have you supplied all the Submittal Requirements outlined below?

- ☐ Invitation to Bid cover pages. (Includes two pages)
- ☐ Florida Department of State, Division of Corporations' Sunbiz Report for your firm
- ☐ Completed and executed Bid Submittal form
- ☐ References, in accordance with Section 2.10, *Definition of Responsive and Responsible*
- ☐ If you have a physical location in Lake, Orange, Osceola, Seminole or Volusia County, submit one of these:
 - ☐ Current Business Tax Receipt, OR ☐ Proof of Exemption Form
- ☐ Proof of Insurance, per Section 2.23
- ☐ Hold Harmless Agreement and/or Notice of Election to be Exempt, if required
- ☐ Conflict of Interest form
- ☐ Any addenda pertaining to this ITB
- ☐ Taxpayer Identification Number and Certification Form
- ☐ Certification Affidavit confirming Local Preference Eligibility, if applicable
- ☐ Licenses, per Section 2.22
- ☐ Drug-Free Work Place Form
- ☐ Certification Regarding Debarment – Prime Form
- ☐ Certification Regarding Debarment – Sub Form
- ☐ Attachment A - Pricing Sheet
- ☐ Equipment List, including pictures
- ☐ Did you include a CD or USB drive, as required in the *Section 2.6, Bid Submittal Form*?

The County of Volusia reserves the right to reject any or all proposals, to waive informalities, and to accept all or any part of any proposal as may be deemed to be in the best interest of the County.

I hereby certify that I have read and understand the requirements of this Invitation to Bid No. **17-B-56KT, "Pipe Lining"**, and that I, as the Bidder, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any Agreement(s) and/or other transactions required by award of this ITB.

Further, as attested to by below signature, I will provide the required insurance, per §2.23, Insurance, upon notification of recommendation of award.

The vendor acknowledges that information provided in this Bid is true and correct:

x

Authorized Signature

Printed Name

Title

Date

Company Name

Full Address

Telephone

Fax

E-mail Address

Dunn & Bradstreet #

Federal I.D. #

5.0 REFERENCES

Agency #1		
Address		
City, State, ZIP		
Contact Person		
E-mail	Phone:	
Date(s) of Service		
Type of Service		
Comments:		
Agency #2		
Address		
City, State, ZIP		
Contact Person		
E-mail	Phone:	
Date(s) of Service		
Type of Service		
Comments:		
Agency #3		
Address		
City, State, ZIP		
Contact Person		
E-mail	Phone:	
Date(s) of Service		
Type of Service		
Comments:		

6.0 NOTIFICATION REGARDING PUBLIC ENTITY CRIME & DISCRIMINATORY VENDOR LIST REQUIREMENTS & DISQUALIFICATION PROVISION

A. Pursuant to Florida Statutory requirements, potential Bidders are notified:

287.133(2)(a) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a Bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

287.133(2)(b) A public entity may not accept any Bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any Bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

287.134(2)(a) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a Bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a Bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

287.134(2)(b) A public entity may not accept any Bid, proposals, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any Bid, proposal, or reply from, award any contract to, or transact any business with any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.

B. By submitting a proposal, the Bidder represents and warrants that the submission of its proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005).

C. In addition to the foregoing, the Bidder represents and warrants that Bidder, Bidder's subcontractors and Bidder's implementer, if any, is not under investigation for violation of such statutes.

D. Bidder should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

7.0 PROOF OF EXEMPTION**BUSINESS SERVICES****REVENUE DIVISION**

123 W. INDIANA AVE. • ROOM 103 • DeLAND, FL 32720-4602

PHONE: 386-736-5938 • FAX: 386-822-5729

www.volusia.org/revenue

I certify that the business known as (*business name*) _____,
 providing _____ services, which is located at (*street address*) _____
 _____, (*city*) _____, falls under the business tax exemption described in:

- | | | |
|---|---|---|
| ☐ Florida Statute 205. 063 | ☐ Florida Statute 205. 065 | ☐ Florida Statute 205. 191 |
| ☐ Florida Statute 205. 064 | ☐ Florida Statute 205. 162 | ☐ Florida Statute 205. 192 |
| | ☐ Florida Statute 205. 171 | |

www.volusia.org/revenue/local-business-tax/business-tax-frequently-asked-questions.shtml

OR is the type of business indicated below:

- | | | |
|---|---|---|
| ☐ Child Care – Residential | ☐ Insurance Adjuster, Agent,
or Company | ☐ Radio/Television Station |
| ☐ Commercial Rentals | ☐ Pharmacist/Pharmacy
(Prescription Drugs Only) | ☐ Religious Institution |
| ☐ Door to Door/Peddler Sales | | ☐ Residential Rentals over 6months |
| | | ☐ Sale of Alcoholic Products only |

 (Authorized Signature)

 (Printed Name)

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____, by
 _____, who is/are personally known to me **or**
 who has/have produced _____ as identification.

 NOTARY PUBLIC – STATE OF _____

Type or print name:

 Commission No.: _____

 Commission Expires: _____

(Seal)

A business that falls under one of the exempt classifications listed above is not required to have a Volusia County Business Tax Receipt.

 Revenue Director/Designee

8.0 HOLD HARMLESS AGREEMENT

I, _____, (*print owner's name*), am the owner of _____ (*print company name*), an incorporated / unincorporated business operating in the State of Florida. As such, I am bound by all laws of the state of Florida, including but not limited to those regarding the workers' compensation law.

I hereby affirm that I or [the above-named business] employs fewer than four employees, all of whom are listed below, including myself, and therefore, the business is exempt from the statutory requirement for workers' compensation insurance for its employees. I certify that I will provide the County of Volusia with the name of each new employee together with all required waivers and releases for each prior to any employee being allowed to work to provide services under the contract set forth below. If any such employee is allowed to work without a signed waiver and release, such action will be a material breach of this Agreement. All signed waivers and releases shall be furnished before the commencement of any work by an employee or the undersigned to the County Project Manager or designated county representative.

On _____, 20____, the County of Volusia and I or [the above-named business] entered into a contract for _____ (*please insert name of contract*), (hereinafter "Agreement") which is incorporated by reference herein.

On behalf of myself, my business, and the employees listed below, I and they hereby agree to waive and release any and all workers' compensation claims or liens under Chapter 440, Florida Statutes, against the County of Volusia and its agents, officials and employees, arising from any work or services provided under the Agreement whether or not it shall be alleged or determined that the act was caused by intention, or through negligence or omission of the County of Volusia or its agents, officials and employees or subcontractors.

In the event that a workers' compensation claim or lien is made against the County of Volusia and/or its agents, officials or employees by myself or my employees or agents as a result of any work or services performed under the Agreement, I agree to indemnify, keep and hold harmless the County of Volusia, Florida, its agents, officials and employees, against all injuries, deaths, losses, damages, claims, liabilities, judgments, costs and expenses, direct, indirect or consequential (including, but not limited to, fees and charges of attorneys and other professionals) arising out of the Agreement with the County of Volusia, whether or not it shall be alleged or determined that the act was caused by intention or through negligence or omission of the County of Volusia or its employees, agents, or subcontractors. I or the above-named business shall pay all charges of attorneys and all costs and other expenses incurred in connection with the indemnity provided herein, and if any judgment shall be rendered against the County of Volusia in any action indemnified hereby, I or the above-named business shall, at my or its own expense, satisfy and discharge the same. The foregoing is not intended nor should it be construed as, a waiver of sovereign immunity of the COUNTY OF VOLUSIA under Section 768.28, Florida Statutes.

Owner: _____ (print name) _____ (signature)
 Employee 1: _____ (print name) _____ (signature)
 Employee 2: _____ (print name) _____ (signature)
 Employee 3: _____ (print name) _____ (signature)

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20____, by
 _____, who is/are personally known
 to me **or** who has/have produced _____ as identification.

 NOTARY PUBLIC – STATE OF _____

Type or print name:

 Commission No.: _____

Commission Expires: _____

(Seal)

9.0 CONFLICT OF INTEREST FORM

I HEREBY CERTIFY that

1. I, *(printed name)* _____, am the
(title) _____ and the duly authorized representative
of the firm of *(Firm Name)* _____ whose address is
_____, and that I possess the
legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest,
real or apparent, due to ownership, other clients, contracts, or interests associated with this
project; and,
3. This Bid Submittal is made without prior understanding, agreement, or connection with any
corporation, firm, or person submitting a Bid for the same services, and is in all respects fair and
without collusion or fraud.

EXCEPTIONS to items above (List): _____

Signature: _____

Printed Name: _____

Firm Name: _____

Date: _____

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20____, by
_____, who is/are personally known to me **or**
who has/have produced _____ as identification.

NOTARY PUBLIC – STATE OF _____

Type or print name:

Commission No.: _____

Commission Expires: _____

(Seal)

10.0 CERTIFICATION AFFIDAVIT BY PRIME CONTRACTOR AS LOCAL BUSINESS

This form must be signed and sworn to in the presence of a notary public or other official authorized to administer oaths.

A. This sworn statement is submitted to County of Volusia, FL, Purchasing and Contracts;

By: _____
(Authorized individuals name and title)

For: _____
(Name of Company/Individual submitting sworn statement)

B. Local Preference Eligibility

1. Vendor has been in business for a minimum of six (6) months prior to the date of Bids or quote ☐ Yes ☐ No
2. Vendor has proof of local business in the form of a business tax receipt from a local jurisdiction per Volusia County Local Preference ordinance ☐ Yes ☐ No

I understand that the submission of this form to the contracting officer for Volusia County, Florida, is valid through the end of term of the awarded Agreement. I also understand that failure to notify the County of Volusia of a change in address out of the local area may result in breach of Agreement.

(Signature)

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20____, by _____, who is/are personally known to me **or** who has/have produced _____ as identification.

NOTARY PUBLIC – STATE OF _____

Type or print name:

Commission No.: _____

Commission Expires: _____

(Seal)

11.0 CERTIFICATION AFFIDAVIT BY SUB CONTRACTOR AS LOCAL BUSINESS

This form must be signed and sworn to in the presence of a notary public or other official authorized to administer oaths.

A. This sworn statement is submitted to County of Volusia, FL, Purchasing and Contracts;

By: _____
(Authorized individuals name and title)

For: _____
(Name of Company/Individual submitting sworn statement)

B. Local Preference Eligibility

1. Vendor has been in business for a minimum of six (6) months prior to the date of Bids or quote ☐ Yes ☐ No
2. Vendor has proof of local business in the form of a business tax receipt from a local jurisdiction per Volusia County Local Preference ordinance ☐ Yes ☐ No

I understand that the submission of this form to the contracting officer for Volusia County, Florida, is valid through the end of term of the awarded Agreement. I also understand that failure to notify the County of Volusia of a change in address out of the local area may result in breach of Agreement.

(Signature)

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20____, by _____, who is/are personally known to me **or** who has/have produced _____ as identification.

NOTARY PUBLIC – STATE OF _____

Type or print name:

Commission No.: _____

Commission Expires: _____

(Seal)

12.0 DRUG-FREE WORK PLACE

The undersigned firm, in accordance with Florida statute 287.087, hereby certifies that

_____ does:
(Name of Firm)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require 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.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Name and Title

Date

Signature

Firm

Street address

City, State, Zip

13.0 CERTIFICATION REGARDING DEBARMENT (PRIME)

**Certification Regarding
Debarment, Suspension,
And Other Responsibility Matters
Primary Covered Transactions**

TO BE COMPLETED BY PRIME CONTRACTOR

- A. The prospective primary participant (contractor) certifies to the best of its knowledge and belief, that it and its principals (subcontractors and suppliers):
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 2. Have not within a three (3) year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 4. Have not within a three-year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid proposal.

Name and Title

Date

Signature

Firm

Street address

City, State, Zip

14.0 CERTIFICATION REGARDING DEBARMENT (SUB)

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

TO BE COMPLETED BY ALL SUB-CONTRACTORS

- A. The prospective participant (sub-contractor) certifies to the best of its knowledge and belief, that it and its principals (subcontractors and suppliers):
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 2. Have not within a three (3) year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 4. Have not within a three-year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid proposal.

Name and Title

Date

Signature

Firm

Street address

City, State, Zip

Attachment: ITB 17-B-56KT (2021-R-97 : Stormwater Pipe Lining Contract Approval to Piggyback Volusia County Contract)