



INVITATION TO BID

ITB # 044-10

Aeration Basin Cleaning Services

Bid Due Date: June 1, 2010 @ 2:00pm

Advertised May 2, 2010
Citrus County Chronicle

CITRUS COUNTY
BOARD OF COUNTY COMMISSIONERS
Office of Management & Budget
3600 W. Sovereign Path, Suite 266
Lecanto, FL 34461

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DEFINITIONS

"Addenda" means a written or graphic instrument issued by the County prior to the execution of the Agreement which modify or interpret the Invitation to Bid by additions, deletions, clarifications, corrections or other type of modifications. Addenda will become part of the Contract Documents when the Agreement is executed.

"Agreement" means a legal document, executed by the County and the Successful Bidder. The Agreement, as amended from time to time, forms the Contract between County and the Successful Bidder setting forth the roles, responsibilities and obligations of the parties including, but not limited to, the performance of the Services and the basis of payment.

"Apparent Low Bidder" means the bidder who has submitted the lowest Bid at the Bid Opening without correction of numerical discrepancies, consideration or alternates of determination of responsiveness and responsibility. The Apparent Low Bidder is not necessarily the Successful Bidder.

"Bid" means a written response to this Invitation to Bid.

"Bid Documents" means the Invitation to Bid, inclusive of the plans and specifications.

"Bidder" means any person or firm (corporation, sole-proprietor, limited partnership, etc.) who submits a Bid in response to this Invitation to Bid.

"Contract Documents" means the Invitation to Bid, including Addenda to such, the Agreement, including Addenda to such, General Terms and Conditions of the Agreement, Bidder's Bid, Scope of Services, Certificate(s) of Insurance, Notice of Intent to Award, Notice of Award, Notice to Proceed, Drawings and Specifications, Bidder's Hold Harmless Agreement, and any other documents mailed, e-mailed or otherwise transmitted to the Bidder prior to or after the submittal of their Bid, and prior to or after Award, all of which are all to be treated as one in the form of the Contract Documents.

"Contractor" means Successful Bidder, in the context of the Invitation to Bid. In the context of the Contract Documents, Contractor means any company, firm, partnership, corporation, association, joint venture, or other legal entity permitted by law to perform the Services in the State of Florida. Such legal entity shall be the entity that enters into a written Agreement with the County to perform the Services for the Project described in the Contract Documents. The Contractor will have sole responsibility for the performance of the Services covered under an Agreement that is awarded in conjunction with this Invitation to Bid.

"County" means Citrus County Board of County Commissioners, its officers, employees, agents and volunteers.

"Invitation to Bid" means the contents of this solicitation and all supporting documents including Addendum to such, or other related information transmitted to Bidders.

"Minor Irregularity" means a variation from the Invitation to Bid terms and conditions which does not affect the price or give the Bidder an advantage or benefit not enjoyed by the other Bidder or does not adversely impact the interests of the County.

"Notice of Award" means a written notice submitted by the County notifying the Successful Bidder that they have been awarded the project.

"Notice of Intent to Award" means a written notice submitted by the County notifying the Successful Bidder that the County intends to award the project to them contingent upon the Successful Bidder executing the Agreement and submitting any outstanding documents.

"Notice to Proceed" means a written notice issued by the County to the Successful Bidder fixing the date on which the Successful Bidder shall start the performance of the Services and the length of time for the completion of the Services, in accordance with the Contract Documents.

"Public Opening" means the opening of the Bids and the announcing of the Bidders who submitted a Bid in response to the Invitation to Bid in the presence of the public.

"Recommendation of Award" means a written notification sent by way of facsimile or electronic e-mail to those who submitted a Bid in response to this Invitation to Bid advising them of the County's decision for its selection of the Successful Bidder and its intent to award to that Bidder.

"Responsible Bidder" means a Bidder who has the resources, skills, knowledge and financial ability to provide the Services specified in this Invitation to Bid.

"Responsive" means a Bid that conforms in all material respects to the Invitation to Bid requirements.

"Services" means all supervision, labor, materials, equipment, supplies, and incidental expenses required by the Bidder to execute and complete the requirements of the Services outlined in the Contract Documents, including those prescribed or implied.

"Successful Bidder" means the Bidder who the County awards an Agreement to for the provision of the Services specified in this Invitation to Bid.

"Timeline" means the list of critical dates and actions involved in the Invitation to Bid.

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INSTRUCTIONS TO BIDDERS

Solicitation Overview

Citrus County Board of County Commissioners invites interested parties to submit a Bid to provide aeration cleaning services to remove the accumulation of large amounts of sand and grit from the aerators at the following County locations:

Sugarmill Woods Wastewater Treatment Plant
5040 W. Oak Park Blvd. (CR 480)
Homosassa, Florida 34448

Canterbury Lakes Wastewater Treatment Plant
3280 N. Sherlock Point
Hernando, Florida 34442

General Instructions

Bidders are encouraged to carefully review all the materials contained herein and prepare your Bid accordingly. The detailed requirements set forth below will be used to evaluate the Bids and failure of Bidder to provide the information requested for a specific requirement may render their Bid as non-responsive and result in being rejected.

Bidders shall carefully study and compare the information and documents presented in this Invitation to Bid to insure there are no conflicts, shall examine the site and local conditions, if applicable, and shall at once report to the Contact Person any errors, inconsistencies or ambiguities discovered.

County shall not be liable for any costs incurred by a Bidder in preparing or producing its Bid or for any service provided before execution of an Agreement.

All terms and conditions outlined in this Invitation to Bid, and any associated Addenda, shall become a part of the Agreement entered into between the County and the Successful Bidder.

Minimum Requirements For Submitting A Bid

- Bidder must have at least five (5) years of business experience performing the Services outlined in this Invitation to Bid.
- Bidder must visit the project sites and provide verification of such with their Bid.
- Bidder must, at time of submitting their Bid, be legally qualified and licensed to perform the Services in the State of Florida and must submit a copy of their licenses and certifications with their Bid to verify such.
- Bidders must submit with their bid documents that attest to their qualifications. See "Bidders Qualification Statement" Section of this Invitation to bid.
- Bidder must have, or be able to obtain after award, pollution liability insurance in the amount of \$1,000,000.
- Bidder must be able to perform all Services covered under this Invitation to Bid. None of the Services can be sub-contracted.

Contact Person

All inquiries pertaining to this Invitation to Bid are to be directed to:

Wendy L. Crawford
Purchasing Technician
Office of Management & Budget/Purchasing
Citrus County Board of County Commissioners
3600 W. Sovereign Path, Suite 266
Lecanto, FL 34461
Phone: 352-527-5203
Fax: 352-527-5424
Email: wendy.crawford@bocc.citrus.fl.us

CAUTION: In accordance with Section 287.057 (24) of the Florida Statutes, Respondents to this solicitation, or persons acting on their behalf, may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays and legal holidays, any employee or officer of the County concerning any aspect of this solicitation, except in writing to the Contact Person noted above. Violation of this provision may be grounds for rejecting a response to this solicitation.

Questions

Bidder shall submit all questions about the meaning or intent of the Bid Documents to the Contact Person **in written format only**. It will be at the County's discretion whether questions received after the date for "deadlines for questions" as noted in the Event Timeline will or will not be answered. Interpretations or clarifications considered necessary in response to such questions will be issued by a written Addendum. **Only questions answered by formal written Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect.** Questions submitted shall not constitute formal protest of the specifications or of this Invitation to Bid.

Event Timeline

Bidders should review and become familiar with the Event Timeline. The dates and times of each activity within the Timeline may be subject to change. It is the responsibility of Bidder to check for any changes. All changes to the Timeline will be made through an addendum to this Invitation to Bid.

EVENT	DATE	TIME
Issue Invitation to Bid	May 2, 2010	
MANDATORY Site Visit	RSVP	
Deadline for Questions	May 25, 2010	4:00pm
Bid Due Date and Time	June 1, 2010	2:00 pm
Public Opening Date and Time	June 1, 2010	2:15pm
Board Approval and Award (subject to change)	June 22,2010	

MANDATORY Site Visit

Bidders MUST schedule a **MANDATORY Site Visit** by contacting the County's Purchasing Department; Wendy Crawford; (352) 527-5203; e-mail wendy.crawford@bocc.citrus.fl.us

The mandatory site visit MUST be made in the presence of a Representative of the County's Utility Division. Bidders MUST obtain a sign off from the County Representative that they attended the site visit and submit such verification with their Bid.

Any person requiring reasonable accommodations for the site visit because of a disability or physical impairment should contact the Management & Budget Office at the Lecanto Government Building address below, or by calling (352) 527-5457 at least two days before the meeting. If you are hearing or speech impaired, use the TDD telephone (352) 527-5312.

Public Opening of Bids

Sealed Bids shall be opened and read aloud publicly on June 1, 2010 at 2:15 PM. The public opening shall be held at the Lecanto Government Building, **Suite 283**, 3600 W. Sovereign Path, Lecanto, Florida 34461.

Any person requiring reasonable accommodations at this meeting because of a disability or physical impairment should contact the Management & Budget Office at the Lecanto Government Building address below, or by calling (352) 527-5457 at least two days before the meeting. If you are hearing or speech impaired, use the TDD telephone (352) 527-5312.

Submission of Bids

SEALED Bids are to be submitted on or before June 1, 2010 at 2:00 pm to:

Wendy L. Crawford/Purchasing
Citrus County BOCC
3600 W. Sovereign Path – Suite 266
Lecanto, Florida 34461

Bids are required to be submitted by U. S. Mail, Courier Service or Personal Delivery. **Bids submitted via facsimile or e-mail will be rejected.**

Should the Bid be delivered in person, they should be delivered to the receptionist desk at the address noted above. The Receptionist will ensure the Bid is logged and stamped with the appropriate date and time of delivery. A receipt can be provided to the delivery person, if required.

Bidders are to submit **one (1) original and one (1) copy** of their Bid.

The outside of the mailing package must be marked with the following information:

- The words "BID ENCLOSED"
- ITB #044-10
- Name of the party submitting the Bid

If the mailing package is not properly marked and are opened in error, the Bid may be rejected.

Timeliness of Bid Submittal

County assumes no responsibility for Bids received after the due date and time, or at any location other than that specified herein, whether due to mail delays, courier mistakes, mishandling, inclement weather, or any other reason. **Bids received after the due date and time will be returned unopened, and will not be considered for selection. There will be no exceptions to this policy.**

CAUTION: Citrus County is not considered a "priority area" by some courier Services. It is the responsibility of Bidder to make sure their Bid is delivered by the due date and time. If the courier service chosen arrives after the due date and time, the actual delivery date and time will be recorded on the Bid envelope and returned to Bidder as refused.

Bid Submittal Format

Bids MUST be submitted in the format noted below:

- ⇒ Bid Form
- ⇒ Hold Harmless Agreement
- ⇒ Certificate of Insurance
- ⇒ Bidder's Authorization and Certification Form
- ⇒ **Verification of Attending the Mandatory Site Visit**
- ⇒ Bidder's Qualification Statement
- ⇒ Documentation to substantiate claim for Local Preference
- ⇒ Copies of Licenses and Certifications

Bid Form

Bidders MUST utilize the Bid Form included with this Invitation to Bid for submitting pricing information. No substitutes will be permitted. **All pages of the Bid Form must be submitted.** Bids that do not comply with this condition are subject to rejection.

Bids shall be typed or printed in **BLACK** ink. Erasures, or the use of typewriter correction fluid or tape is acceptable, however, such corrections must be initialed by Bidder signing the Bid Form. The absence of this procedure may render the Bid non-responsive and rejected.

The name of the individual signing the Bid Form must be printed below the signature. The address, telephone number and facsimile number for communications regarding the Bid must be indicated. Bids must be executed in Bidder's registered company name and be executed by an officer of the company who has the authority to bind the Bidder. The signature must be made in **BLUE** ink to show that it is an original. If the Bid Form is not executed, the Bidder's Bid will be rejected.

Bidders shall acknowledgment receipt of all Addenda by filling in the numbers of the respective addenda on the Bid Form.

Bid Pricing

The Bid Pricing shall be firm for a period of sixty (60) calendar days, or until award has been made, which ever occurs first. Bid Pricing shall include such amounts, as Bidder deems proper, for all labor, materials, supplies, equipment, insurance, overhead, profit and any other costs to provide the Services as noted in this Invitation to Bid, inclusive of all applicable sales and use taxes.

Commencement and Completion of Services

The date that Contractor shall commencement the provision of its Services shall be the date on which a Purchase Order and Notice to Proceed is received by Contractor. Contractor's Services shall be completed within fourteen (14) business days (each location) from the date noted in the Notice to Proceed.

Certificate of Insurance

Bidders are to submit a copy of their certificate(s) of insurance evidencing policies and limits of insurance that they currently have in force. If this document is not submitted, the Bid may be rejected.

Hold Harmless Agreement

Bidders are required to submit with their Bid an executed Hold Harmless Agreement. If this document is not submitted, the Bid may be rejected. The signature must be made in **BLUE** ink to show that it is an original.

Bidder's Representation and Certification Form

Bidders are required to submit with their Bid an executed Bidder's Representation and Certification Form. If this document is not submitted, the Bid may be rejected. The signature must be made in **BLUE** ink.

Bidder's Qualification Statement

Bidders are required to submit with their Bid an executed Bidder's Qualification Statement. If this document is not submitted, the Bid may be rejected. The signature must be made in **BLUE** ink to show that it is an original.

To demonstrate that the Bidder is qualified to perform the Work covered under this Invitation to Bid, Bidders must include any and all documents and other information to substantiate the qualifications noted, such as; licenses, references for similar work, present commitments and other such data as required in the Bid Documents.

Bids must contain evidence of Bidder's qualification to do business in the State of Florida or covenant to obtain such qualification prior to award of the contract. Bidders must comply with the Chapter 607 of the Florida Statutes to transact business in the state of Florida. If the Successful Bidder is not in compliance with such, they shall have fourteen (14) calendar days from receipt of a Notice of Intent to Award to obtain the required certificate of authority from the State of Florida and produce a copy of such to the Contact Person.

Bidders shall have all licenses, certifications and/or permits required by Federal, State, and Local Statutes, Regulations, and/or Ordinances for performing the Work specified in the Bid Documents at the time of Bid submittal. Additionally, Bidders must comply with regulations policies, codes and regulations of Citrus County, Florida for conducting business in Citrus County.

By submitting a Bid in response to this Invitation to Bid, Bidder represents and warrants that they have the necessary licenses and/or certifications required to perform the Work covered under this Invitation to Bid, or will obtain such prior to award of Contract.

Licenses and Certifications

Bidders are required to submit with their Bid copies of their licenses and certifications as applicable to this Invitation to Bid. If these documents are not submitted, the Bid may be rejected.

Bidders must comply with the Florida State Statutes 607 entitled "Corporations" to transact business in the state of Florida. Bidders must have the proper licenses and/or certifications in accordance with the State of Florida's regulations governing the provision of the Commodities outlined in this Invitation to Bid. Furthermore, Bidders must also comply with the policies, codes and regulations of Citrus County for conducting business in County. By submitting a Bid, Bidder represents and warrants that they have the required licenses and certifications.

Required Warranty

Successful Bidder shall warrant all Services against defects in workmanship. Should any defects in workmanship be observed by County, Successful Bidder shall correct such defects by re-performing the Services, immediately upon receipt of notice from County, at no additional expense to County.

Budget

County has appropriated approximately \$33,000 for the procurement of the Services for the term of this Bid. County reserves the right to adjust this amount.

Sub-contractors

All Services covered under this Invitation to Bid MUST be performed by the prime contractor. **No aspect of the Services can to be sub-contracted.**

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ADDITIONAL INFORMATION

Signing of the Agreement

When County gives a Notice of Intent to Award to the Successful Bidder, it will be accompanied by an unsigned Agreement. **Within ten (10) calendar days thereafter the Successful Bidder shall execute and deliver to the County the Agreement, along with a certificate of insurance that shows policies, limits and other conditions in compliance with that outlined in the Invitation to Bid.** Upon award and execution of the Agreement by the County, one certified copy of the Agreement shall be delivered to the Successful Bidder.

Responsiveness of the Bid and Disqualification

A responsive Bid is one that complies with and conforms to the requirements of this Invitation for Bid. A Bid requiring changes to any portion of this Invitation for Bid may be considered non-responsive. A Bid that fails to comply with the criteria outlined in this Invitation for Bid may be deemed non-responsive.

A Bid may be rejected if found to be conditional, irregular, incomplete or not in conformance with the requirements and instructions contained herein, such as, but not limited to: (1) failure to strictly comply with and satisfactorily address the prerequisite criteria, (2) failure to provide the required forms or other documentation, (3) incomplete, indefinite or ambiguous language, and (4) improper and/or undated signatures.

Other conditions, which shall cause rejection of the Bid, include, but are not limited to: (1) an individual firm, partnership, corporation or combination thereof, under the same or different names submitting (as the Bidder) more than one Bid, (2) evidence of collusion among Bidders, (3) obvious lack of experience or expertise to perform the Services, (4) failure to perform or meet financial obligations for previous contracts with the County, (5) falsification of any form required by the County, or (6) not having a valid and appropriate local, state or federal certifications and/or licenses necessary to perform the Services.

County may conduct such investigations as County deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidder. County reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of Bids from all Bidders. Failure to provide requested information may result in rejection of the Bid.

List of Bidders

A list of Bidders, along with their pricing, will be posted on the ONIVA-Demand Star® within ten (10) calendar days after the Public Opening date. The list of Bidders can also be obtained by contacting the Contact Person. **The County will not provide a list of Bidders by telephone.**

Examination of Bid Documents and Project Site

It is the responsibility of each Bidder before submitting a Bid, to (1) examine the Bid Documents thoroughly, **(2) visit the project sites to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Services**, (3) consider Federal, State and Local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (4) study and carefully correlate Bidder's observations with the Bid Documents, and (5) notify the Contact Person of all conflicts, errors or discrepancies in the Bid Documents prior to submitting a formal Bid.

The submission of a Bid will constitute a representation by Bidder that Bidder's Bid is premised upon performing the Services required by the Bid Documents and that the Bid Documents are sufficient in scope and detail to convey a thorough understanding of all the requirements for the performance of the Services.

Addenda

Any addenda issued in relation to this Invitation to Bid will be transmitted by posting such on the ONVIA-Demand Star® e-procurement sourcing website, which can be accessed at the following address:

http://www.demandstar.com/supplier/bids/agency_inc/bid_list.asp?f=search&mi=10180

It is Bidder's responsibility to be aware of any addenda that might have a bearing on their bid before the bid is due. Bidders shall acknowledge receipt of any and all addenda in the Bid Form. In the event a Bidder fails to acknowledge receipt of such addenda, their Bid will be construed as though they have received such addenda, and the submission of a Bid will constitute acknowledgement of the receipt of same. All addenda will become a part of the Bid Documents and Bidder will be bound by such, whether or not received by Bidder.

Modification / Withdrawal of Bid

Bidders have the right to modify or withdraw their Bid without cause or liability whatsoever at any time prior to the Bid submittal due date and time. Such requests must be made to County in writing.

Modified or withdrawn Bids may be resubmitted, in accordance with the instructions in this Invitation to Bid up to the Bid submittal due date and time. If applicable, any changes in pricing shall be so worded as not to reveal the pricing that was noted in the original Bid.

No Bid shall be modified or withdrawn by Bidder for a period of sixty (60) days after the Bid submittal due date and time.

Split Bids

When in the best interest of the County, an award of a Bid may be made on the basis of each Project Site, or both Project Sites combined, to the lowest, most responsive and responsible Bidders who's Bid meets the requirements of this Invitation to Bid, which ever offers the best value to the County.

Tie Bids

Should there result in a tie Bid between two or more Bidders, County shall initiate the following actions:

- Award to Bidder whose business is physically located in Citrus County, or
- Divide the award equally between the tied Bidders, or
- Draw lots or flip a coin, or
- Reject all Bids and re-solicit the service.

Less Than Two Bids Received

If less than two Bids are received, County may negotiate the best terms and conditions with that Bidder, or reject the Bid and re-solicit the service.

Next Low Bidder

In the event of default by the Awarded Bidder, County reserves the right to utilize the next lowest Bidder as the new Awarded Bidder. In the event of this occurrence, the next lowest Bidder, if it wishes to accept the award, shall be required to provide the bid items at the prices as contained in its bid for the commodity noted in this Invitation to Bid.

Local Preference / Contractors

Citrus County's Ordinance No. 2008-04 stipulates that preference shall be given to "local business" for certain purchases of commodities and services. "Local business" means a vendor or contractor who has paid its local business tax to the County at least six (6) months prior to bid or proposal opening date; does business in Citrus County by providing goods, services, or construction; and maintains a physical business address located within the jurisdictional limits of Citrus County in an area zoned for the conduct of such business from which the vendor or contractor operates or performs business on a day-to-day basis. Post office boxes do not establish such physical address. There are exceptions to this ordinance. Bidders can obtain more information concerning such by visiting the following website:

http://www.bocc.citrus.fl.us/managebudget/purchasing/ordinance_2008_04.pdf

For Bids that have a total bid price greater than \$30,000:

If the differential between the local Bidder's total bid price, and the lowest total bid price submitted, is less than \$10,000, the local Bidder's total bid price shall be reduced by five percent (5%) for determination of award. If the five percent (5%) reduction results in the local Bidder's total bid price being the lowest price, then award shall be made to the local Bidder at their total bid price as submitted in their Bid, provided the local Bidder is responsive and responsible.

For Bids that have a total bid price greater than \$10,000 but less than \$30,000:

If the differential between the local Bidder's total bid price, and the lowest total bid price submitted, is less than \$900, the local Bidder's total bid price shall be reduced by three percent (3%) for determination of award. If the three percent (3%) reduction results in the local Bidder's total bid price being the lowest price, then award shall be made to the local Bidder at their total bid price as submitted in their Bid, provided the local Bidder is responsive and responsible.

Local Preference / Workforce Labor

The County believes that the hiring of workforce labor by contractors who the County awards contracts to should, to the maximum extent, be citizens within its boundaries that are unemployed or seeking work for the first time. To that extent, the County has agreed to notify CLM Workforce Connection of all awards involving construction and other types of services. CLM Workforce Connection is a local business-led organization that plans and coordinates quality employment and training services for businesses and individual career seekers in Citrus County. The Successful Bidder will be contacted by CLM Workforce Connection, to discuss hiring through its staff and services. The Successful Bidder's participation with CLM Workforce Connection is not required as a condition of award, but rather an opportunity for greater support for the community of Citrus County and the Successful Bidder in hiring assistance. More information can be found about CLM Workforce Connection by visiting their website at:

<http://www.clmworkforce.com>

Additional Terms and Conditions / Variances / Exceptions to Bid

It is the Bidder's responsibility to review and become familiar with the Bid Documents, inclusive of the General Terms and Conditions and the Agreement. Any additional terms, conditions, variances or exceptions that Bidder wishes to make to the Contract Documents must be submitted in a letter on company stationery signed by the Bidder and enclosed with their Bid. Absent of this, it will be interpreted that the Bidder is in complete agreement with the terms and conditions of the Contract Documents and no discussions concerning such will be entertained after Notice of Intent to Award is given by County.

Outside of anything stated to the contrary in this Invitation to Bid, County may consider additional terms or conditions, variances or exceptions submitted by Bidders. However, in submitting their Bid, Bidders agrees that any additional terms or conditions, variances or exceptions shall have no force or effect until agreed upon in writing by the County.

Rights of the County

County reserves the right to debar or suspend, for not longer than three (3) years, a Bidder from any solicitation process should it be discovered that (1) Bidder was in violation of any of the issues listed in the "Bidder's Representation And Authorization Form", (2) Bidder has shown a recent record of failure to perform or of unsatisfactory performance under any existing or past contracts County, provided such failure was not caused by acts beyond the control of Bidder, or (3) County became aware of anything concerning the Bidder that would be so serious and compelling as to affect responsibility of Bidder, including debarment or suspension by another governmental entity. County will not exercise this right until after written notice has been given to Bidder and reasonable opportunity has been given for Bidder to be heard. The decision of debarment or suspension shall be final and conclusive, unless fraudulent, or Bidder commences an action in court.

Bid Evaluation and Award

County reserves the right to (1) cancel this Invitation to Bid, (2) reject any or all Bids, (3) waive any or all irregularities in the Bids, (4) modify the scope of the Work, (5) waive any minor departure from the specifications, or (6) disregard all

nonconforming, non-responsive, unbalanced or conditional Bids, as long as such does not give Bidder an advantage or benefit not enjoyed by the other Bidders or does not adversely impact the interests of County. County reserves the right to re-advertise the Invitation to Bid, when it is in the best interest of County. County also reserves the right to reject the Bid of any Bidder if County believes that it would not be in its best interest to make an award to that Bidder, whether because the Bid is non-responsive, the Bidder is unqualified or of doubtful financial ability or Bidder fails to meet any other pertinent standards or criteria established by County.

In evaluating Bids, the County shall consider (1) the qualifications of Bidders, (2) whether or not the Bids comply with the prescribed requirements and (3) any additional terms and conditions, exceptions or variances stipulated by Bidder.

County may conduct such investigations as County deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders to County's satisfaction. County reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of Bids from all Bidders deemed eligible for contract award. Failure to provide requested information may result in rejection of the Bid.

If award of the Bid is to be made, it shall be made to the lowest most responsive and responsible Bidder whose evaluation by County indicates that the award will be in the best interest of the County or the Project. County shall give the Successful Bidder a Notice of Intent to Award by way of facsimile or e-mail to the Successful Bidder, however, no contract shall be formed between the Successful Bidder and County until County signs the Agreement.

Acceptance of Bid Content

The submission of a Bid in response to this Invitation to Bid shall be considered as a representation that (1) Bidder has carefully investigated all conditions that affect, or may at some future date, affect the provision of the service covered by this Invitation to Bid and (2) Bidder is fully knowledgeable and possesses the skills to provide the Services covered under this Invitation to Bid.

The contents of the Bid submitted by Bidder, including any special terms and conditions, variances, and exceptions that may be agreed to by County, shall become the basis for contractual obligations if award is made to Bidder. Failure to accept these obligations in a contractual agreement shall result in cancellation of the Award.

Conflict of Interest

Bidders shall disclose in their Bid the name of any officer, director, employee or other agent who is also an employee of the County. Bidders shall also disclose the name of any County employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's company or its affiliates.

Any Bidder who is currently involved in a contract with the County that may have a potential or actual conflict of interest regarding this solicitation shall be required to submit such information with their Bid, which shall include sufficient details regarding the actual or potential conflict of interest to allow the County to evaluate the Bid, including but not limited to existing contracts that the Bidder has with the County that may conflict with the Services being provided pursuant to this Invitation to Bid. Failure to do so may result in an adverse determination by the County. The County also reserves the right to request additional information regarding such a request.

Should there be a potentially irresolvable conflict; the County will make a determination regarding such conflict. Any Bidder found to have a conflict of interest which the County determines, in its sole discretion, will interfere with the Bidder's ability to provide the Services outlined in this Invitation to Bid will be informed of the determination. Any Bid submitted in contravention of the determination may be deemed non-responsive. The County also reserves the right to cancel any Award with any Bidder who fails to disclose any conflict of interest during the procurement process.

The Bidder or any of its employees shall not enter into any contract with the County or any other governmental entity during the term of any Contract covered under this Invitation to Bid that would create or involve a conflict of interest or the appearance of a conflict of interest with the Services noted in the Invitation to Bid.

Documentation Becomes the Property of the County

All documentation produced as part of this Invitation to Bid, inclusive of documentation submitted in response to this Invitation to Bid shall become the exclusive property of County. Documentation may not be removed by the Bidder or their agent, and will not be returned to the Bidder. Selection or rejection of a Bid by the County shall not affect this right.

Review of Bidder's Facilities and Bid

Prior to issuance of a Notice of Award, the County reserves the right to perform or have performed an on-site review of the Bidder's facilities, their qualifications, as well as documentation provided of any Bidder. This review will serve to verify data and representations submitted by the Bidder and may be used to determine whether the Bidder has an adequate, qualified, and experienced staff that can provide the necessary resources and perform the Services covered under this Invitation to Bid. Should the County determine that (1) the Bid or subsequent documentation submitted by the Bidder has material misrepresentations, or (2) the size or nature of any Bidder's resources, or the number of experienced personnel (including technical staff) are not adequate to ensure satisfactory performance, or (3) the County ascertains other bases for concern as to the Bidder's ability to perform the Services, the County has the right to reject the Bidder's Bid.

Financial Strength

Prior to award of a contract, the County reserves the right to request financial information from the Successful Bidder to assist the County in further review of that Bidder's qualifications and capabilities and to verify whether the Bidder has adequate financial capacity to meet the requirements of the Invitation to Bid. Financial information provided shall be for the current and previous two years, to include, but not be limited to a financial statement prepared by a Certified Public Accountant (i.e., balance sheet and income and cash flow statements) or a Supplier Qualifier Report prepared by Dun & Bradstreet.

Clarifications

Before contract award, the County reserves the right to seek clarification from Bidders to properly evaluate their Bid. Failure to provide requested information may result in rejection of the Bid.

Public Records Act

Bidders should make themselves familiar with Chapter 119 of the Florida Statutes concerning availability of public records. Ten (10) days after the Bid Opening date, Bids shall be made available for public viewing. Bids and associated Bid Documents may be viewed during normal business hours (which is Monday through Friday; 8:00 AM to 5:00 PM) at 3600 W. Sovereign Path, Suite 283, Lecanto, Florida. Copies of the Bids and associated Bid Documents are available for a charge of fifteen cents (\$0.15) per page, plus cost of copying.

Florida law generously defines what constitutes a public record and under Chapter 119 of the Florida Statutes, all Bids are to be made available by County for viewing by the general public. If a Bidder believes that their Bid contains information that should not be a public record, the Bidder shall clearly segregate and mark that information as "**Confidential**" and describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption.

Any documents given to the Successful Bidder as part of performing the Services covered under this Invitation to Bid shall not be sold or distributed to third parties without the written consent of County. The Successful Bidder will be required to retain a copy of these documents for a minimum of three (3) years from completion of the Agreement. All documents, papers, letters, e-mails or other material made or received by the Successful Bidder in conjunction with the Services, unless exempt from Section 24(a) of Article I of the Florida Constitution and Section 119.07(1) of the Florida Statutes, shall be made available for public access. Should the Successful Bidder refuse to allow such access, County has the unilateral right to cancel the Award.

Bidders should consult an attorney as to their duties under the records and information laws (Section 257.36 of the Florida Statutes) and public records laws (Chapter 119 of the Florida Statutes) of the State of Florida. Significant judicial sanctions can be imposed for violation of these Statutes.

Protests

Bidders wishing to file a formal protest concerning the contents of the Bid Documents or the selection, recommendation, and award under this Invitation to Bid may do so by submitting the protest in writing. The written protest must indicate the Invitation to Bid number, the name of the project, and the reason for the protest. The written protest shall be mailed to: Office of Management & Budget, Attn: Cathy Taylor, 3600 W. Sovereign Path, Suite 266,

Lecanto, Florida 34461. Upon receipt, the Office of Management & Budget will review the protest in conjunction with County Administrator and/or County Attorney's office.

No protest will be considered if it is not received by the Office of Management & Budget within 72 hours after notification of the "Recommendation of Award" is issued to those Bidders who submitted Bids.

Questions and/or interpretations concerning this Invitation to Bid shall not constitute formal notice of a protest. It is County's intent to ensure that the Bid Documents are written to obtain the best value for the County and to ensure competitiveness, fairness, necessity and reasonableness in the Invitation to Bid process.

Under no circumstances shall the County enact debarment or suspension against any protesting Bidder, regardless of the outcome of the protest.

Solicitations or Awards in Violation of Law

If prior to Award it is determined that this Invitation to Bid or proposed Award is in violation of law, then this Invitation to Bid or Award shall be cancelled, or revised to comply with the law.

If after Award, it is determined that this Invitation to Bid or the Award is in violation of law, then the Award may be ratified and affirmed, provided it is determined that doing so is in the best interest of County, or the Award may be terminated and the Successful Bidder shall be compensated for the actual expenses reasonably incurred had Award been made final.

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MINIMUM INSURANCE REQUIREMENTS

REGARDLESS OF WHETHER BIDDER HAS THE POLICIES AND LIMITS AS STIPULATED BELOW, BIDDER IS TO SUBMIT A COPY OF THEIR CERTIFICATE(S) OF INSURANCE EVIDENCING POLICIES AND LIMITS OF INSURANCE THAT THEY CURRENTLY HAVE IN FORCE.

If, upon Notice of Intent to Award, the Successful Bidder ("Contractor") does not currently have the policies and limits specified below, they shall have ten (10) calendar days to provide the County with certificate(s) of insurance evidencing that they have procured such policies and limits.

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, or employees. The coverage's, limits or endorsements required herein protect the primary interests of County, and these coverage's, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect Contractor against any loss exposures, whether as a result of the Project or otherwise. The requirements contained herein, as well as County's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under a contract.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 each occurrence, \$1,000,000 products / completed operations each occurrence, \$1,000,000 personal and advertising injury liability, \$1,000,000 each occurrence, \$50,000 fire damage liability and \$5,000 medical expense.

Citrus County Board of County Commissioners, its officials, employees and volunteers are to be covered as an additional insured with a CG 2010 Additional Insured – Owners, Lessees, or Contractors, or CG 2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement, or similar endorsement providing equal or broader Additional Insured coverage in respects to: Liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitation on the scope of protection afforded to County, its officials, employees or volunteers.

Contractor's insurance coverage shall be primary insurance as respects County, its officials, employees and volunteers. Any insurance or self-insurance maintained by County, its officials, employees or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

Contractor, and its insurance carrier, waives all subrogation rights against the Citrus County Board of County Commissioners for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.

AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident. In the event Contractor does not own vehicles, Contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Citrus County Board of County Commissioners, its officials, employees and volunteers are to be covered as an additional insured in respects to: Liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitation on the scope of protection afforded to County, its officials, employees or volunteers.

Contractor's insurance coverage shall be primary insurance as respects County, its officials, employees and volunteers. Any insurance or self-insurance maintained by County, its officials, employees or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

Contractor, and its insurance carrier, waives all subrogation rights against the Citrus County Board of County Commissioners for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act. Employer's Liability limits for not less than \$100,000 each accident \$500,000 disease policy limit and \$100,000 disease each employee must be included.

Contractor, and its insurance carrier, waives all subrogation rights against the Citrus County Board of County Commissioners for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.

For any contractor/employer/owner who has exempt status as an individual, County requires proof of workers' compensation insurance coverage for that contractor/employer/owner's employees. If the contractor/employer/owner or individual has applied for a workers' compensation exemption, County does not recognize this exemption to extend to the employees of the contractor/employer/owner. The contractor/employer/owner is required to provide proof of coverage for their employees. This applies to all contractors/employers/owners including but not limited to the construction industry.

The purpose of this section is to ensure that all contractors, sole proprietors, or business entities of any kind who contract with County for provision of goods or Services, provide workers' compensation coverage for all employees, sole proprietors, or other business entities. All provisions of this Section shall be construed in accord with this intent.

POLLUTION LIABILITY

Pollution Liability must be afforded for Bodily Injury and Property Damage of not less than \$1,000,000 each claim.

When this contract includes the pick-up, transportation and /or disposal of hazardous wastes as governed under title 40 or 49 of the Code of Federal Regulations, the transporter's Automobile Insurance shall be endorsed to include the ICC Form MSC90 (Motor Carrier Act of 1980) and the ISO Form CA 9948 (Pollution Liability-Broadened Coverage for Covered Autos-Business Auto and Truckers Coverage Forms).

The contractor, and its insurance carrier, waives all subrogation rights against the Citrus County Board of County Commissioners for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.

OTHER INSURANCE PROVISIONS

- a) Contractor shall provide a Certificate of Insurance to County with a thirty (30) day notice of cancellation, ten (10) days notice if cancellation is for nonpayment of premium. The certificate shall indicate if coverage is provided under a "claims made" or "per occurrence" form. If any coverage is provided under a claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.
- b) ***ITB 044-10 shall be noted on the certificate.***
- c) Contractor has sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. For deductible or self-insured amounts that exceed \$10,000, Contractor shall maintain a Commercial Surety Bond in an amount equal to said deductible or self-insured retention.
- d) All required insurance policies must be maintained until the contract work has been accepted by County. In addition, a minimum 30-day notification clause is required if any changes in policy language occur, or in the event the policy is canceled.
- e) ***The Certificate Holder should read as follows:*** Citrus County Board of County Commissioners, Attention: Purchasing, Suite 266, 3600 W. Sovereign Path, Lecanto, FL 34461.
- f) ***All required insurance policies must be written with an insurance carrier having a minimum A.M. Best rating of A-.***

GENERAL TERMS AND CONDITIONS OF THE AGREEMENT

The following general terms and conditions shall be supplemental to the Agreement executed between County and the Successful Bidder ("Contractor").

Additional Instructions: Contractor may be furnished additional instructions by County, as necessary to carry out the Services required by the Contract Documents. The additional instructions supplied will become a part of the Contract Documents. The Contractor shall carry out the Services in accordance with the additional instructions.

Advertising: Subject to Chapter 119, Florida Statutes, Contractor shall not publicly disseminate any information concerning the Agreement without prior written approval from County, including, but not limited to mentioning the Agreement in a press release or other promotional material, identifying County as a reference, or otherwise linking Contractor's name and either a description of the Agreement or the name of County in any material published, either in print or electronically, to any entity that is not a party to the Agreement.

Assignment: Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Agreement, without the prior written consent of County; provided, Contractor assigns to County any and all claims it has with respect to the Agreement under the antitrust laws of the United States and the State of Florida. In the event of any assignment, Contractor remains secondarily liable for performance of the Agreement, unless County expressly waives such secondary liability. County may assign the Agreement with prior written notice to Contractor of its intent to do so.

Bankruptcy or Insolvency: Contractor shall promptly notify County in writing of the filing of any voluntary or involuntary petition for bankruptcy and/or of any insolvency of Contractor who is involved in the provision of the Services.

Changes in Contract Price: The Contract Price may be changed only by a Change Order. The value of any additional Services covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed: (a) unit prices previously approved, (b) an agreed lump sum price, or (c) the actual cost for labor, direct overhead, materials, supplies, equipment, and any other expenses necessary to complete the Service, plus an amount (not to exceed fifteen percent (15%) of the actual cost of the additional Services) to cover the cost of general overhead and profit.

Changes in the Work: County may at any time, as the need arises, order changes within the scope of the services without invalidating the Agreement. If such changes result in an increase or decrease in the Contract Price, or in the time required for performance of the Services, an equitable adjustment shall be authorized by way of a Change Order. County also may at any time, by issuing a Field Order, make changes in the details of the Services. Contractor shall proceed with the performance of any changes in the Services so ordered by County unless Contractor believes that such Field Order entitles it to a change in Contract Price or Time, or both, in which event Contractor shall give County written notice thereof within fifteen (15) calendar days after the receipt of the ordered change, and Contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from County.

Correction of Services: Contractor shall promptly re-perform all Services rejected by County for failure to comply with the Contract Documents without additional expense to County. If Contractor does not take action to re-perform such rejected Services within ten (10) calendar days after receipt of written notice from County, County may re-perform such Services on their own at the expense of Contractor.

County Funds: Due to budgetary constraints, if funding is not available to continue with the Project covered under the Agreement, County reserves the right to modify the terms and conditions of the Agreement, or to terminate the Agreement, if it is in the best interest of County. In accordance with Section 216.347, Florida Statutes, and as provided herein, Contractor may not expend any County funds for the purpose of lobbying Local, State or Federal Agencies.

Dispute Resolution: For any dispute concerning performance of the Agreement, which includes without limitation controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission, County shall attempt to reach a mutual agreement as to the settlement and resolution of the dispute with Contractor. Should a mutual agreement not be reached, County shall render a decision and reduce such to writing and serve a copy on Contractor. The decision shall be final and conclusive, unless fraudulent, or Contractor commences an action in court. Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Agreement shall be the Circuit Court of the Fifth Judicial District in and for Citrus County, Florida.

Documentation: All documents produced as a result of the provision of the Services covered under the Agreement shall be the property of County at the completion of the Services. Copies of these documents are not to be sold or distributed to third parties without the written consent of County. The Contractor will be required to retain a copy of these documents for a minimum of three (3) years from completion of the Agreement. All documents, papers, letters, e-mails or other material made or received by Contractor in conjunction with the Agreement, unless exempt from Section 24(a) of Article I of the Florida Constitution and Section 119.07(1) of the Florida Statutes, shall be made available for public access. Contractor should consult an attorney as to their duties under the records and information laws (Section 257.36 of the Florida Statutes) and public records laws (Chapter 119 of the Florida Statutes) of the State of Florida. Significant judicial sanctions can be imposed for violation of these Statutes. Should Contractor refuse to allow such access, County has the unilateral right to cancel the Agreement.

Employees and Agents: All Contractor employees and agents performing any of the Services under the Agreement shall be properly trained to meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of certification or other proof of qualification. All employees and agents of Contractor must comply with all security and administrative requirements of County. County may conduct, and Contractor shall cooperate in, a security background check or otherwise assess any employee, and agent of Contractor. County may refuse access to, or require replacement of, any of Contractor's employee, and agent for cause, including, but not limited to, technical or training qualifications, quality of services, change in security status, or non-compliance with County's security or other requirements. Such refusal shall not relieve Contractor of its obligation to perform all Services in compliance with the Agreement. County may reject and bar from any facility for cause any of Contractor's employees, or agents. Contractor shall be fully responsible to County for the acts and omissions of any persons directly or indirectly employed by them. It is Contractor's responsibility to ensure that their employees are properly licensed to do business in the State of Florida and Citrus County, as required by law.

Environmental Issues: All notifications regarding environmental issues or requirements shall be sent immediately to County's Contact Person. Unless directed otherwise by the County, the Contractor is not to contact any local, state or federal governmental agencies concerning environmental issues involving the Project Sites.

In the event that Contractor encounter in the soil, air, or water at the Project Sites, materials reasonably believed to be or contain "Hazardous Constituents," as that term and its derivatives are defined under the Laws, including those wastes and substances which are brought to the Project Sites by Contractor, in levels in excess of any applicable standards set forth under the Laws, Contractor shall immediately stop the Services in the area affected and report the condition to County's Contact Person. Contractor shall take reasonable precautions to prevent or contain the release, movement, spread, or disturbance of such Hazardous Constituents and to protect persons and property and shall notify County immediately of such actions.

In the event that the hazardous constituents existed at the Project Site prior to the commencement of the Services, County shall arrange, or have Contractor arrange, for the collection, handling, transportation, treatment, storage, and disposal of such hazardous constituents in accordance with applicable procedures and Laws and Regulations. The cost for such shall be born by County.

In the event that the Hazardous Constituents were introduced at the Project Site by Contractor, Contractor shall collect, handle, transport, treat, store, and dispose of such hazardous constituents in accordance with applicable procedures and Laws and Regulations. Contractor shall coordinate the Services with the entities that collect, handle, transport, treat, store, and dispose of such Hazardous Constituents. Copies of all waste manifests for waste to be disposed of by Contractor shall be furnished to County. The cost of such shall be born by Contractor.

Contractor shall not under any circumstances apply to, or enter into negotiations with, any governmental authority or agency for acceptance of variations from or revisions to safety or health, or air, water, noise pollution, or other environmental laws or regulations relating to this Agreement or to the performance thereof, without County's prior written consent.

Force Majeure Event: Neither party shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control, and not a result of the fault or negligence of, the affected party (a "Force Majeure Event"). If a party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such party shall immediately provide notice to the other party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), act of God (excluding normal or seasonal weather conditions), war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods.

Governmental Restrictions: If Contractor believes that any governmental restrictions have been imposed that require alteration of the materials used, the quality, workmanship or performance of the Services offered under the Agreement, Contractor shall immediately notify County in writing, indicating the specific restriction. County reserves the right and the complete discretion to accept any such alteration or to cancel the Agreement at no further expense to County.

Handling of Waste Materials: Contractor shall handle all waste materials generated in the performance of the Services in full compliance with all laws, regulations, and requirements of federal, state and local governmental authorities, as well as those of the County.

Inspection: County reserves the right to inspect the Services provided by Contractor, whether partially or fully completed, at any time, as deemed appropriate by County for the purpose of ensuring Contractor's performance under the Agreement. Such inspections performed by County, shall not be construed as a final approval of Contractor's Service, and shall not relieve Contractor from their obligations under the Agreement. County reserves the right to inspect, at any reasonable time with prior notice, Contractor's facilities to assess conformity of the provision of the Services with the Agreement requirements. All materials used to perform said services shall be subject to adequate inspection in accordance with generally accepted standards.

Interest: Interest on amounts ultimately determined to be due to Contractor or County shall be payable at the statutory rate applicable to judgments from the date the claim arose through the date of decision or judgment, whichever is later.

Lawful Claims and Demands: Should any outstanding claims by suppliers incurred in the performance of the Services materialize after County has made Payment to Contractor, Contractor will indemnify and save County harmless from such claims. Acceptance by Contractor of payment shall be and shall operate as a release to County of all claims and all liabilities to Contractor, other than claims in stated amounts as may be specifically excepted by Contractor for things done or furnished in connection with the provision of the Services, and for every act and neglect of County and others relating to or arising out of the provision of the Services covered under this Agreement. Any payment, however final or otherwise, shall not release Contractor or his sureties from any obligations under the Agreement.

Lobbying and Integrity: Contractor shall not, in connection with the Agreement, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any County officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any County officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, Services, employment, or contracts of any kind. Upon request of County, Contractor shall provide any type of information that County deems relevant to Contractor's integrity or responsibility. Such information may include, but shall not be limited to, Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Agreement. Contractor shall retain such records for a period of three (3) years after the expiration of the Agreement. Contractor agrees to reimburse County for the reasonable costs for investigations of Contractor's compliance with the terms of the Agreement which results in the suspension or debarment of Contractor. Such costs shall include, but not be limited to salaries of investigators, including overtime, travel and lodging expenses, and expert witness and documentary fees. Contractor shall not be responsible for any costs of investigations that do not result in Contractor's suspension or debarment.

Supplemental to the above, Contractor cannot be prohibited from lobbying County concerning the scope of services, performance, term, or compensation regarding any contract to which Contractor and County are parties, after execution of this Agreement and during the term of this Agreement.

Materials, Services, and Facilities: It is understood that, except as otherwise specifically stated in the Contract Documents, Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision and all other services of any nature whatsoever necessary to execute and complete the Services within the specified time.

Payment of Payment Requests: County will endeavor to make payment of a payment request within twenty (20) business days from the date which a properly received payment request is recorded as received by County, on which Services are completed to the satisfaction of County. If the payment request requires the approval of an agent on behalf of County, County will endeavor to make payment of a payment request within twenty-five (25) business days. However, payment of a satisfactorily received payment request shall be no later than forty-five (45) business days after the payment request is recorded as received by County. If the payment request is not received in proper order, County may reject the payment request within twenty (20) business days after the date on which the payment request is recorded as received by County. County shall provide Contractor with a written notification of the rejection specifying the deficiency and corrective measures necessary to make the payment request proper. Upon receipt of a

corrected and proper payment request, County shall make payment within ten (10) business days after the date on which the corrected and proper payment request is recorded as received by County. Provided payment requests made by Contractor to County are in proper order and County fails to make payment within the time periods specified under the payment terms noted above, County shall be obligated to pay Contractor interest on the payment request amount, in addition to the amount of the payment request.

When Contractor receives from County any payment for Services covered under the Agreement, Contractor shall pay such moneys received to each supplier in proportion to the percentage of the Services completed by each supplier at the time of receipt of the payment. If Contractor receives less than full payment, then Contractor shall be required to disburse only the funds received on a pro rata basis to its suppliers, each receiving a prorated portion based on the amount due on the payment.

Patents: Contractor shall pay all applicable royalties and license fees associated with its Services. Contractor shall defend all suits or claims for infringement of any patent rights and save County harmless from loss on account thereof, except that the County shall be responsible for any such loss when a particular process, design or the product of a particular manufacturer is specified in the Contract Documents. However, if Contractor has reason to believe that the design, process or product specified is an infringement of a patent, Contractor shall be responsible for such loss unless they promptly give notice to County of such information.

Performance Qualifications: County reserves the right to investigate or inspect, at any time, whether the provision of the Services complies with the Agreement requirements. Contractor shall at all times during the Agreement term remain responsive and responsible. Contractor must be prepared, if requested by County, to present evidence of experience, ability, and financial standing, as well as a statement as to capacity of Contractor for the performance of the provision of the Services covered under the Agreement. If County determines that Contractor does not meet these qualifying conditions, or that the Services proposed to be furnished do not meet the specified requirements, or that performance is untimely, County may terminate the Agreement. This paragraph shall not mean or imply that it is obligatory upon County to make an investigation either before or after award of the Agreement, but should County elect to do so, Contractor is not relieved from fulfilling all Agreement requirements.

Project Site Conditions: Contractor shall be deemed to have examined the Project Sites and to have secured full knowledge of all conditions under which the Services are to be executed and completed, including, but not limited to (a) soil conditions, (b) physical parameters of the aeration basins, (c) groundwater conditions, (d) the location of above ground and below ground utilities, (e) approaches to the Project Site and (f) available space for work areas and storage.

Protection of Persons: Contractor will be responsible for the safety of its employees during the provision of the Services. Contractor will be responsible for initiating, maintaining and supervising all safety programs in connection with the provision of the Services in accordance with applicable safety standards and regulations, as promulgated by the United States Occupational Safety and Health Act.

Should Contractor's Services performed hereunder involve hazardous or toxic substance(s)/waste(s) Contractor understands and acknowledges all applicable laws, regulations and government agency policy and guidance documents related thereto. Contractor acknowledges and understands the potential hazards to persons, property and the environment associated with the Services and Contractor knowingly and voluntarily assumes all risk of injury and damage to Contractor, its employees, and property caused by exposure to such hazardous substances, constituents, or contaminants while at the Project Site. Contractor agrees to advise fully all of its employees, agents, and others working for the Contractor at the Project Site, of the risks and all necessary environmental, safety, and health procedures required by governmental requirements. Further, Contractor shall continuously inspect the Project Site during the performance of the Services to identify any unsafe conditions and shall promptly take action to correct any condition which presents such a risk.

Contractor shall report promptly to County any accident or unusual occurrence during performance of the Services, including personal injury or death to any Contractor employee, or any member of the public, or any damage to any of County's property, the Project Site, or adjacent property

Purchase Order: Although an Agreement will be executed by County and Contractor for the Services being purchased by County, a purchase order will also be issued to Contractor for the purpose of facilitating payment to Contractor. Except under an "emergency request", Contractor shall not provide any Services to County until Contractor has received a purchase order from County. Contractor shall be permitted to accept an order to provide services under an emergency purchase without a purchase order; however such request from County must be transmitted to the Contractor via facsimile or e-mail. The written transmission order must be submitted with any payment request submitted by the Contractor for such emergency requests.

Resolution of Payment Request Rejections and Disputes: In the event of a dispute between Contractor and County concerning payment of a payment request, such disagreement shall be finally determined by County. Proceedings to resolve the dispute shall be commenced no later than forty-five (45) business days after the date on which the payment request in dispute was recorded as being received by County and shall be concluded by final decision of County not later than sixty (60) business days after the date on which the payment request was recorded as being received by County. Such procedures shall not constitute an administrative proceeding which prohibits a court from deciding de novo any action arising out of the dispute. If the dispute is resolved in favor of Contractor, then interest shall begin to accrue as of the original date the payment became due. In an action brought by Contractor against County to recover amounts in dispute, court costs and reasonable attorney's fees, including fees incurred through any appeal, shall be awarded to the prevailing party.

Risk of Loss: During the performance of its Services Contractor shall be fully and solely responsible for risk of loss or damage to any materials, equipment or supplies that Contractor brings to the Project Sites for the performance of its Services.

Schedules, Reports and Records: Contractor shall submit to County cost schedules, progress schedules, estimates, records, reports, and any other data, as related to the provision of the Services covered under the Agreement. Furthermore, County reserves the right to inspect and audit Contractor's books and records relating to the Agreement, when deemed appropriate by County. All schedules, reports and records of Contractor, as they relate to the Agreement, shall be retained by Contractor for a period of three (3) years from the date of final payment under the Agreement.

Security and Confidentiality: Contractor shall comply fully with all security procedures of County in the performance of the Agreement. Contractor shall not divulge to third parties any information obtained by Contractor or its agents, distributors, resellers, officers or employees in the course of the provision of the Services without the written consent of County. However, Contractor shall be permitted to release information to third parties if such information is publicly available through no fault of Contractor, information that Contractor developed independently without relying on County's information, or information that is otherwise obtainable under State and Federal law as a public record. To insure confidentiality, Contractor shall take appropriate measures as to its personnel, agents. The warranties of this paragraph shall survive the Agreement.

Separate Contracts: County reserves the right to let other contracts in connection with the work performed at the Project Sites. Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work. If the proper execution of Contractor's Services depend upon the work of any other contractor, Contractor shall promptly report to County any interferences or conflicts with such contractors which are hindering Contractor's execution of the Services. If the performance of additional work by other contractors or the County is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to Contractor prior to starting any such additional work. If Contractor believes that the performance of such additional work by County or others results in additional expense to Contractor or its sub-contractors, or results in an extension of the Contract Time, Contractor may make a claim therefore.

Sub-contractors: None of Contractor's services shall be performed by sub-contractors. This does not include material suppliers, if applicable.

Submittal of Payment Requests: Requests for payment for the provision of the Services provided under the Agreement shall be submitted no more frequently than once per month, unless stipulated differently in the Agreement. At a minimum, the payment requests shall include the Purchase Order Number, a description of the Services provided, and the amount of the payment request. Requests for payment shall be submitted in sufficient detail to demonstrate compliance with the terms of the Agreement and to allow for the proper pre-audit and post-audit thereof. Requests for payment that include travel expenses shall be in accordance with Section 112.061 of the Florida Statutes. County reserves the right to require any information from Contractor that County deems necessary to substantiate claims for remuneration. Upon receipt of Contractor's payment request, County will review such to ensure that it is in proper order, and that the Services covered under the payment request have been completed in accordance with the Agreement requirements. If it is found that the payment request is not in proper order, or the Services covered under the payment request do not satisfy the Agreement requirements, the payment request may be rejected.

Supervision by Contractor: Contractor shall supervise and direct the performance of their Services and shall be solely responsible for the means, methods, techniques, sequences, and safety of construction. Contractor will employ and maintain at the Project Sites a qualified supervisor or superintendent who shall have been designated in writing by Contractor as the Contractor's representative at the Project Sites. The supervisor or superintendent shall have full authority to act on behalf of Contractor and all communications given to the supervisor or superintendent shall be as binding as if given directly to Contractor. The supervisor or superintendent shall be present on the Project Site at all times as required to perform adequate supervision and coordination of the Contractor's Services.

Taxes: Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by Contractor in accordance with the laws and regulations of the State of Florida which are applicable to the provision of the Services under the Agreement. County will not pay for any personal property taxes levied on Contractor or for any taxes levied on Contractor's employees' wages. County is a political subdivision of the State of Florida and holds a State of Florida Sales Tax Exemption Certificate (No. 85-8012621778C-1). All purchases made by County directly from a dealer, distributor or manufacturer for materials, equipment or supplies ("direct purchase") instead of through the Contractor are exempt from sales, consumer, use and other similar taxes.

Termination by County for Cause: In the event Contractor fails honor any term of the Agreement, or abide by any statutory, regulatory, or licensing requirements, County may terminate the Agreement for cause by first notifying Contractor in writing, specifying the nature of the default. Contractor shall have ten (10) business days to cure such default. If after the ten-day notice, Contractor has not cured the default, termination shall become final. If, after termination, it is determined that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of County. In the event of termination for cause, County will be responsible for compensating Contractor only for the completed or partially completed Services up to the date of suspension, less any expenses incurred by County as a result of the default. Termination of the service shall not entitle Contractor to any loss of anticipated profit under this provision. The rights and remedies of County in this clause are in addition to any other rights and remedies provided by law or under the Agreement.

Termination by Contractor for Cause: Contractor may terminate this Agreement upon thirty (30) calendar days written notice if Contractor's Services are delayed or suspended for more than ninety (90) calendar days for reasons beyond Contractor's control, or in the event of substantial failure by County to perform in accordance with the terms hereof through no fault of Contractor. County will be responsible for compensating Contractor only for the completed or partially completed Services up to the date of termination. Contractor shall have no liability to County on account of such termination.

Termination for Convenience: County, by giving thirty (30) calendar days written notice to Contractor, may terminate the Agreement in whole or in part when County determines in its sole discretion that it is in County's best interest to do so. Upon receiving a notice of termination, Contractor shall immediately comply with the notice, stopping all work in-progress and not perform any further Services. In the event of termination, County will be responsible for compensating Contractor only for the completed or partially completed Services up to the date of termination. Termination of the provision of the service shall not entitle Contractor to any loss of anticipated profit under this provision.

Warranty of Ability to Perform: Contractor warrants that, to the best of its knowledge, there are no pending or threatened actions, proceedings, investigations, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its obligations under the Agreement. Contractor warrants that neither it, nor any affiliate, is currently on the convicted vendor list maintained pursuant to Section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or by the federal government. Contractor shall immediately notify County in writing if its ability to perform is compromised in any manner during the term of the Agreement.

Warranty of Title: Title to any material, equipment, supplies, or work product furnished by Contractor under the Agreement shall pass to County to the extent of the payments made for such by County, or on the date that County accepts the completed Services of Contractor. When title passes to County in accordance with the Agreement, Contractor warrants that the materials, equipment, supplies, or work product furnished will be free and clear of all security interests, liens and encumbrances or claims of any party.

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AGREEMENT

THIS AGREEMENT is made and entered into by and between XXXXXXXXXXXXXXXX, a corporation organized and existing under the laws of the State of XXXXXX, Federal I.D. No. XXXXXXXXXXX, whose principal address is XXXXXXXXXXXXXXXX (hereinafter referred to as "Contractor") and Citrus County Board of County Commissioners, a political subdivision of the State of Florida, whose principal address is 110 N. Apopka Avenue, Inverness, Florida 34461 (hereinafter referred to as "County").

WHEREAS, County desires to engage Contractor to provide aeration basin cleaning services to remove the accumulation of large amounts of sand and grit from the aerators at the following County locations; (hereinafter referred to as "Services"); and

Sugarmill Woods Wastewater Treatment Plant
5040 W. Oak Park Blvd. (CR 480)
Homosassa, Florida 34448

Canterbury Lakes Wastewater Treatment Plant
3280 N. Sherlock Point
Hernando, Florida 34442

WHEREAS, Contractor desires to provide County with such Services, and

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants hereinafter recited, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1.0 Designated Contact Persons: The Contact Persons for the parties to this Agreement are as indicated below:

County

Robert Merkel
Utilities Operation Manager
Citrus County Board of County Commissioners
3600 W. Sovereign Path
Lecanto, Florida 34461
Phone: 352.527.7650
Fax: 352.527.7644
E-mail: Robert.merkel@bocc.citrus.fl.us

Contractor

XXXXXXXXXX
XXXXXXXXXX
XXXXXXXXXX
XXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX
Phone: XXXXXXXXXXXX
Fax: XXXXXXXXXXXX
E-Mail: XXXXXXXXXXXX

Notices: All notices between County and Contractor, as required under the Agreement, shall be by telephone, facsimile, e-mail, mail, or personal delivery to the designated contact person identified above. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

2.0 Entire Agreement: This Agreement, and its associated Documents noted in Section 4.0, together with any executed Addenda, shall constitute the entire Agreement between Contractor and County (hereinafter referred to as the "Agreement"). In resolving conflicts, errors, discrepancies, and disputes concerning the scope of Services or other rights or obligations of the parties, precedence shall be given in the following order (a) a fully executed Addendum to this Agreement (later executed Addenda taking precedence over earlier dated Addenda), (b) provisions of this Agreement, (c) provisions of the Invitation to Bid, (d) provisions of Contractor's Bid, (e) provisions of the Purchase Order, and (f) provisions contained in any governmental regulation incorporated herein by reference.

3.0 Modification of Agreement: The Agreement may only be modified or amended upon mutual written agreement of County and Contractor. No oral agreements or representations shall be valid or binding upon County or Contractor. No alteration or modification of the Agreement terms, including substitution of product, shall be valid or binding against County. Contractor may not unilaterally modify the terms of the Agreement by affixing additional terms by incorporating such terms onto Contractor's documents forwarded by Contractor to County for payment. County's acceptance of product or processing of documentation on forms furnished by Contractor to County for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

4.0 Agreement Documents: The following documents shall become a part of this Agreement.

- Contractor's Bid, dated XX-XX-XXX
- Contractor's "Bidders Representation and Certification Form" dated XX-XX-XXXX
- The Invitation to Bid No. 044-10, titled "Aeration Basin Cleaning Services", dated 05-02-10
- Addendum No. X to the Invitation to Bid No. 044-10, dated XX-XX-XXX

5.0 Service Provided by Contractor: The service to be provided by Contractor is summarized in Exhibit "A", attached to this Agreement.

6.0 Compensation to Contractor: Compensation to be paid to Contractor for the provision of the Services noted in Section 5.0 shall be for a lump sum fee of XXXXXXXXXXXXX.

If County identifies, or Contractor recommends, any additional Services to be provided by Contractor, that are not covered under the original Agreement, that result in additional fees, such additional fees shall be mutually negotiated between County and Contractor and be made a part of this Agreement by a written Addendum.

7.0 Payment: Once the Services have been completed and accepted by County, and provided there are no outstanding disputes or claims or demands between County and Contractor, Contractor may submit a final payment request to County. Upon receipt of such, County shall pay the Contract Price to Contractor.

8.0 Commencement and Completion of Services: The date that Contractor shall commencement the provision of its Services shall be the date on which a Purchase Order and Notice to Proceed is received by Contractor. Contractor's Services shall be completed within fourteen (14) business days (each location) from the date noted in the Notice to Proceed.

9.0 Warranty: Contractor shall warrant all Services against defects in workmanship. Should any defects in workmanship be observed by County, Contractor shall correct such defects by re-performing the Services immediately upon receipt of notice from County, at no additional expense to County.

10.0 Warranty of Standard Care: Contractor warrants to County that the provision of the service will be in accordance with the applicable industry standards and practices then prevailing at the time of this Agreement. If any of the Services provided by Contractor do not comply with the foregoing warranties and County notifies Contractor of such, then Contractor shall (at their sole expense) promptly re-perform the nonconforming services.

11.0 Local Preference / Workforce Labor: County believes that the hiring of workforce labor by contractors who County awards contracts to should, to the maximum extent, be citizens within its boundaries that are unemployed or seeking work for the first time. To that extent, County has agreed to notify CLM Workforce Connection of all awards involving construction and other types of services. CLM Workforce Connection is a local business-led organization that plans and coordinates quality employment and training services for businesses and individual career seekers in Citrus County. Contractor will be contacted by CLM Workforce Connection, to discuss hiring through its staff and services. Contractor's participation with CLM Workforce Connection is not required as a condition of this Agreement, but rather an opportunity for greater support for the community of Citrus County and Contractor in hiring assistance.

12.0 Attachments: Exhibit "A" – Scope of Services

13.0 Insurance: During the term of the Agreement, Contractor at its sole expense shall provide insurance of such a type and with such terms and limits as noted below. Providing and maintaining adequate insurance coverage is a material obligation of Contractor. Contractor shall provide County a certificate(s) of insurance, evidencing such coverage. **Contractor's insurance company shall name County as an additional insured for Contractor's General Liability and Automobile Liability policies and shall waive all rights of subrogation against County for Contractor's General Liability, Automobile Liability, Workers Compensation Liability, and Pollution Liability policies. Contractor's insurance coverage shall be primary insurance as respects to County.** The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability and obligations under the Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in Florida and possess an A.M. Best rating of A- or better.

COMMERCIAL GENERAL LIABILITY: Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 each occurrence, \$1,000,000 products / completed operations each occurrence, \$1,000,000 personal and advertising injury liability, \$1,000,000 each occurrence, \$50,000 fire damage liability and \$5,000 medical expense.

AUTOMOBILE LIABILITY: Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident. In the event the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY: Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act. Employer's Liability

limits for not less than \$100,000 each accident \$500,000 disease policy limit and \$100,000 disease each employee must be included.

POLLUTION LIABILITY: Pollution Liability must be afforded for Bodily Injury and Property Damage of not less than \$1,000,000 each claim. When this contract includes the pick-up, transportation and /or disposal of hazardous wastes as governed under title 40 or 49 of the Code of Federal Regulations, the transporter's Automobile Insurance shall be endorsed to include the ICC Form MSC90 (Motor Carrier Act of 1980) and the ISO Form CA 9948 (Pollution Liability-Broadened Coverage for Covered Autos-Business Auto and Truckers Coverage Forms).

14.0 Indemnification: As a part of the agreement with County and for the same consideration as provided for in the Agreement, Contractor agrees to indemnify, hold harmless and defend County, its officials and employees from all claims, losses, damages, costs, charges, expenses, suits or actions brought against County as a result of any action or failure to act on the part of Contractor, its employees, or agents. This includes attorney's fees and all costs of litigation including appellate attorney's fees and costs as well as any judgments.

15.0 Survival: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive completion or termination of the Agreement for any reason.

16.0 Severability: If a court deems any provision of the Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

17.0 Waiver: The delay or failure by County to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of County's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude the County of any other or further exercise thereof or the exercise of any other right.

18.0 Governing Law and Venue: The Agreement shall be governed in accordance with the laws of the State of Florida. In the event of litigation with respect to the obligation of the parties to the Agreement, the jurisdiction and venue of such action shall be an appropriate State Court in Citrus County, Florida.

19.0 Relationship: Contractor is an independent contractor to County in the provision of the Services under this Agreement and is not an employee, agent, joint-venture, or partner of County.

20.0 Other Terms and Conditions: The General Terms and Conditions noted in the Invitation to Bid No. 044-10 is a part of this Agreement.

21.0 Authority: Each person signing the Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

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IN WITNESS WHEREOF, this Agreement is accepted by the Parties as of the date noted below.

**CITRUS COUNTY
BOARD OF COUNTY COMMISSIONERS**

By: _____
Gary Bartell
Chairman

Date: _____

CONTRACTOR

By: _____
Name
Title

Date: _____

Witness: _____

Witness: _____
Print Name

ATTEST:

County Clerk

Approved as to form for the Reliance of
Citrus County only:

County Attorney

CORP SEAL

BIDDER'S REPRESENTATION AND CERTIFICATION FORM

(Page 1)

NAME OF BIDDER: _____

In submitting a Bid, Bidder understands, represents, and certifies the following **(if the Bidder cannot so certify to any of following, the Bidder shall submit with its Bid a written explanation of why it cannot do so)**. If County finds, before or after Award that Bidder was not truthful concerning any of the following, County shall have the right to terminate the Award without liability and, at its discretion, to seek damages from Bidder, if damages result to County from such act, in any way what so ever.

Lobbying: In accordance with Title 49 CFR Part 20, Bidder certifies that they have not paid any person or lobbied any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, the Legislature or a State Agency in connection with the awarding of a contract for the Project covered under this solicitation.

Initial _____

Non-Segregated Facilities: Bidder certifies that they do not maintain or provide, for their employees, any segregated facilities at any of their establishments and that they do not permit their employees to perform their services at any location, under their control, where segregated facilities are maintained. Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause of any awarded Contract. As used in this certification, the term segregated facilities, means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The only exception to this is for the disabled when the demands for accessibility override (e.g. disabled parking).

Initial _____

Public Entity Crime: Bidder certifies that they are not subject to Section 287.133(2)(a) which specifies that 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 or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity, and may not transact business with public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for a Category Two, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Initial _____

Discriminatory Vendor: Bidder certifies that they are not subject to Section 287.134 (2)(a) of the Florida Statutes which specifies that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity, and may not transact business with public entity.

Initial _____

Compliance with Laws: Bidder affirms that they will comply with all laws, regulations, executive orders, policies, guidelines, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of local, State and Federal agencies having jurisdiction and authority, to include, but not be limited to the following: Immigration and Nationalization Act; United States Occupational Safety and Health Act; Section 306 of the Clean Air Act (42 USC 1857(h)); Section 508 of the Clean Water Act (33 USC 1368); Executive order 11738; Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000); Title VI of the Civil Rights Act of 1968 (42 U.S.C. 3601); Florida Civil Rights Act of 1992; Americans with Disabilities Act of 1990 (42 U.S.C. 12102); Federal Fair Labor Standards Act (29 U.S.C. 201); Age Discrimination Act of 1975 (42 U.S.C. 6101).

Initial _____

BIDDER'S REPRESENTATION AND CERTIFICATION FORM

(Page 2)

NAME OF BIDDER: _____

Drug Free Workplace: Bidder certifies that they have a Drug-Free Workplace Program that is in accordance with the Drug-Free Workplace Act of 1988.

Initial _____

Non-Collusion: Bidder being duly sworn, solemnly swears (or affirms) that neither they, nor any of its officers, partners, agents or employees have entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of a free competitive solicitation in connection with any response or contract, and that Bidder intends to do the work with his own bonafide employees or sub-contractors and will not provide a response for the benefit of another consultant. By signing below, Bidder is certifying his status under penalty of perjury under the laws of the United States and the State of Florida. Furthermore, Bidder certifies that its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to submitting a response on any public contract.

Initial _____

Conflict of Interest: Bidder certifies that they have not employed or retained any company or person, other than a bona fide employee working solely for the Bidder to solicit or secure an Award of this Contract and that the Bidder has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Bidder, any fee, commission, percentage, gift or other consideration contingent upon or resulting from an Award or making of an Agreement. Furthermore, Bidder certifies that 1) they are submitting only one Bid to this Invitation to Bid and that they have no financial interest in other entities submitting Bids to this Invitation to Bid, 2) they, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for the Services covered under this Invitation to Bid, 3) no member of the Bidder's ownership, management or staff has a vested interest in any aspect of or department of County, 4) no member of the Bidder's ownership, management or staff is presently applying for employment with County or actively seeking an elected position with County, and 5) in the event that a conflict of interest is identified during the provision of Services under any Agreement with County, Bidder will immediately notify County of such in writing.

Initial _____

Debarment: Bidder certifies to the best of their knowledge and belief, that they and their principals (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any State or Federal department or agency; and (2) have not, within a three-year period preceding this Invitation to Bid, 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; and (3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and (4) have not within a three-year period preceding this Invitation to Bid had one or more public transactions (Federal, State or local) terminated for cause or default, and (5) will submit a revised Debarment Certification immediately if their status changes and will provide an explanation for the change in status. If Bidder cannot certify that they are not debarred, they shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract.

Initial _____

Convictions: Bidder has fully informed County of all convictions of the firm, its affiliates (as defined in section 287.133(1) (a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.

Initial _____

BIDDER'S REPRESENTATION AND CERTIFICATION FORM

(Page 3)

Prohibited Interests: Bidder, and its sub-contractors at any tier, certify that they have not entered into any contract, sub-contract, or arrangement in connection with the project covered under this Invitation to Bid, or of any property included or planned to be included in the project, in which any member, officer, or employee of the Bidder or its sub-contractors, during its tenure, or for two years thereafter, has any interest, direct or indirect.

Initial _____

Equal Employment Opportunity: Bidder shall not discriminate on the basis of race, color, sex, age, national origin, religion, and disability or handicap in accordance with the Provisions of: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000 et seq.), Title VII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), Florida Civil Rights Act of 1992 (§ 760.10 et seq.), Title 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375, Title 49 CFR 23 and Title 49 CFR 26 for Disadvantaged Business Enterprises, Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), Title 49 CFR 21 and Title 49 CFR 23, Nondiscrimination on the basis of handicap, Title 49 CFR 27, Americans with Disabilities Act of 1990 (42 U.S.C. 12102, et seq.), Federal Fair Labor Standards Act (29 U.S.C. § 201, et seq.), and any other Federal and State discrimination statutes.

Initial _____

Bidder certifies that they comply (or will comply) with the above statements concerning: Lobbying, Non-Segregated Facilities, Public Entity Crime, Conflict of Interest, Compliance With Laws, Discriminatory Vendor, Debarment, Non-Collusion, Prohibited Interests, Convictions, Drug Free Workplace, Equal Employment Opportunity.

Failure to submit this executed statement as part of the Bidder's Bid may make their Bid nonresponsive and not eligible for award consideration.

Bidder's Name: _____

Federal Employer Identification No.: _____

Bidder's Address: _____

By: _____
Signature

Name: _____
Print Name

Title: _____
Secretary/Assistant Secretary/President/Vice President/Assistant Vice President

Phone No.: _____ Fax No.: _____

E-Mail Address: _____

Date: _____

CORPORATE SEAL

BID FORM

(Page 1)

BIDDER'S NAME: _____

_____ Our Bid is in compliance with all specifications.

_____ Our Bid is in compliance with all specifications with the exception of:

Claiming "Local Preference"? _____ YES _____ NO
(Supportive documentation MUST be submitted with the Bid if claiming local preference.)

MARK SEALED ENVELOPE TO INDICATE "BID ENCLOSED", YOUR COMPANY NAME AND BID # 044-10

SEND TO: Wendy L. Crawford
Office of Management & Budget – Purchasing Section
3600 W. Sovereign Path – Suite 266
Lecanto, FL 34461

Bids are due on or before: June 1, 2010 @ 2:00 pm

ADDENDA

Bidder hereby acknowledges that they have received Addenda No.'s _____, _____, _____, _____, _____, _____, (Bidder shall insert the number of each Addendum received) and agrees that all addenda issued are hereby made part of the Invitation to Bid and their Bid Price includes all impacts resulting from said addenda.

BID FORM

(Page 2)

BIDDER'S NAME: _____

CONTRACT EXECUTION

Bidder agrees that if their Bid is accepted for award the contents of their Bid shall become a contractual obligation and that they will furnish all supervision, labor, materials, equipment, supplies, machinery, tools, apparatus, insurance, bonds and anything else required to provide the service as specified in the Bid Documents.

BIDDER'S DECLARATION AND UNDERSTANDING

Bidder declares (1) that the only persons or parties interested in this Bid are those named herein, (2) that their Bid is, in all respects, fair and without fraud, (3) that their Bid is made without collusion with any official of the County, and (d) that their Bid is made without any connection of collusion with any person submitting another Bid for this Invitation to Bid.

Bidder understands and agrees that if an award is made, County may elect to award all schedules, separately, or in any combination, that is in the best interest of County.

Bidder further declares (1) that they have carefully examined the Bid Documents for the Services covered under this Invitation to Bid, (2) that they have personally inspected the site where the Services will be performed, if applicable and (3) that their Bid is made according to the provisions and the terms and conditions noted in the Invitation to Bid, which are hereby made a part of their Bid.

CERTIFICATES OF INSURANCE

If an award is made, the Successful Bidder agrees to obtain the minimum types and limits of insurance as specified in the Invitation to Bid and will provide County certificates of insurance evidencing such. Furthermore, should Bidder be required to procure additional insurance to meet County's minimum insurance requirements, Bidder has factored the cost for such additional insurance into their Bid Price.

HOLD HARMLESS AGREEMENT

Bidder acknowledges that they have executed the Hold Harmless Agreement and have included such with their Bid.

BIDDER'S REPRESENTATION AND CERTIFICATION FORM

Bidder has acknowledges that they understand and have executed the Bidder's Representation and Certification Form and have included such with their Bid. The Form must be notarized.

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BID FORM

(Page 3)

PRICING

Project Site # 1: Sugarmill Woods Wastewater Treatment Plant (complete) \$ _____

Project Site # 2: Canterbury Wastewater Treatment Plant (complete) \$ _____

Total Price for Project Sites # 1 and # 2: \$ _____

- The County reserves the right to award each Project Site separately or as a package, which ever will result in the best value to the County.
- For purposes of determining "Local Preference", the total price of both Project Sites will be utilized.

SIGNATURE

By affixing their signature to the Bid Form, Bidder hereby states that they have read all bid specifications, terms and conditions outlined in the Invitation to Bid and agree to such.

Bidder declares that the individual signing this Bid Form has the legal capacity to sign on behalf of Bidder and to contractually obligate Bidder.

Furthermore, Bidder hereby agrees to provide the Services described in the Invitation to Bid for the unit or lump sum prices as noted above, which includes all supervision, labor, materials, equipment, supplies, machinery, tools, apparatus, insurance, transportation, overhead, profit, applicable taxes and costs of all kinds necessary to complete the Services.

Bidder's Name: _____

Federal Employer Identification No.: _____

Bidder's Address: _____

By: _____

Signature

Name: _____

Print Name

Title: _____

Secretary/Assistant Secretary/President/Vice President/Assistant Vice President

Phone No.: _____ Fax No.: _____

E-Mail Address: _____

Date: _____

CORPORATE SEAL

HOLD HARMLESS AGREEMENT

As a part of the agreement with the Citrus County Board of County Commissioners and for the same consideration as provided for in the Agreement, Bidder agrees to indemnify, hold harmless and defend the Citrus County Board of County Commissioners, its officials and employees from all claims, losses, damages, costs, charges, expenses, suits or actions brought against the Citrus County Board of County Commissioners as a result of any action or failure to act on the part of Bidder, its employees, sub-contractors or agents. This includes attorney's fees and all costs of litigation including appellate attorney's fees and costs as well as any judgments.

Failure to submit this executed statement as part of the Bidder's Bid may make their Bid nonresponsive and not eligible for award consideration.

Bidder's Name: _____

Federal Employer Identification No.: _____

Bidder's Address: _____

By: _____

Signature

Name: _____

Print Name

Title: _____

Secretary/Assistant Secretary/President/Vice President/Assistant Vice President

Phone No.: _____ Fax No.: _____

E-Mail Address: _____

Date: _____

CORPORATE SEAL

BIDDER'S QUALIFICATION STATEMENT

(Page 1)

BIDDER'S NAME: _____

Bidder guarantees the truth and accuracy of all statements and answers herein contained. Include additional sheets if necessary. Print in BLACK ink or type all answers. Bidders proposing to be qualified to provide the service as outlined in the Invitation to Bid are advised that they must address each item of this qualification statement. Any information omitted may be sufficient reason for refusal to qualify.

1. How many years has your organization been in business as a contractor performing the type of service outlined in the Invitation to Bid?

2. During the past five (5) years, has your organization ever failed to complete an awarded project within the specified contract time? If so, where, when, and why? Attach additional sheet, if necessary.

3. Give names, addresses, and telephone and facsimile numbers of individuals from three (3) organizations that you have performed work similar to that outlined in the Invitation to Bid who can be contacted as a reference. Attach additional sheet, if necessary.

Name and Title: _____

Company Name: _____

Address: _____

Phone: _____ Fax: _____

E-mail Address: _____

Name and Title: _____

Company Name: _____

Address: _____

Phone: _____ Fax: _____

E-mail Address: _____

Name and Title: _____

Company Name: _____

Address: _____

Phone: _____ Fax: _____

E-mail Address: _____

BIDDER'S QUALIFICATION STATEMENT

(Page 2)

BIDDER'S Name: _____

4. Describe your present workload. Do you have projects underway which might interfere with the start and completion schedule for the project covered under this Invitation to Bid?

5. Complete the table below as fully as possible, describing projects similar in character and scope to the Work specified in this Invitation to Bid which have been successfully completed during the past three (3) years.

Type of Work	Name/City	Year Completed	Contract Price

BIDDER'S QUALIFICATIONS STATEMENT

(Page 3)

BIDDER'S Name: _____

6. List all present and past litigations or arbitrations (for the past five (5) years) and their final outcome. Fully describe the circumstances. Include the project name and nature of litigation. Attach additional sheets, if necessary.

7. During the past seven (7) years, has your company ever filed for bankruptcy, is currently in bankruptcy, or has bankruptcy action pending?

8. State the true and exact, correct, and complete name under which you do business as registered in the State of Florida.

Bidder's Name: _____

Federal Employer Identification No.: _____

Bidder's Address: _____

By: _____

Signature

Name: _____

Print Name

Title: _____

Secretary/Assistant Secretary/President/Vice President/Assistant Vice President

Phone No.: _____ Fax No.: _____

E-Mail Address: _____

Date: _____

CORPORATE SEAL

SCOPE OF SERVICES

County reserves the right to split the award of the bids submitted or award a single contract to one qualified bidder. The awarded Contractor(s) will be removing accumulated sand and grit from two separate project sites:

LOCATION #1

Sugarmill Woods Wastewater Treatment Plant located at 5040 W. Oak Park Blvd. (CR480) Homosassa, Florida 34448

- o One (1) oxidation ditch at the Sugarmill Woods Wastewater Facility. The oxidation ditch is oval with 3 fixed brush type aerators.
- o Each side is approximately 132' long x 30' wide. The walls are tapered down to 11' wide at the bottom, with an average of 2 feet of solids to be removed.
- o Quantities to be removed are estimates.

LOCATION #2

Caterbury Lakes Wastewater Treatment Plant located at 3280 N. Sherlock Point Hernando, Florida 34448

- o One (1) aeration basin at the Canterbury Lakes Wastewater Treatment Plant. The aeration basin has side mounted submerged diffusers and its dimensions are 55.5' L X 20.5' W with a 12' water depth. It is estimated that there are 1 to 2 feet of material to be removed.
- o Quantities to be removed are estimates.

SCOPE

- Extracted material will be processed by separating the sand and grit from the water and biomass.
- The water and biomass will be returned to the tank for further processing.
- Extracted sand and grit will be loaded directly into roll-off type dumpsters.
- **The County will provided the roll-off type dumpsters.**
- **The County will be responsible for the transportation and disposal of the extracted sand and grit.**
- The County will ensure that the roll-off dumpsters are made available on a continual basis in order not to delay the removal process.
- Contractor must coordinate work to be performed with the Utilities Division's Chief Plant Operator and the County's contract hauler.
- The County assumes all responsibility for permits and analysis as may be required by regulatory authorities.
- All work will be performed in a timely and professional manner with great caution and within OSHA guidelines.

***There will be no interruption of normal plant operations.**

