

**TERM CONTRACT FOR HYDRANT AND VALVE MAINTENANCE,
REPAIR, AND FLUSHING SERVICES
(IFB-603974-CAR)**

THIS AGREEMENT is dated as of the 11th day of DECEMBER 2020, by and between **R&M SERVICE SOLUTIONS, LLC**, duly authorized to conduct business in the State of Florida, whose address is 7256 Westport Place, Suite A, West Palm Beach, Florida 33413, in this Agreement referred to as "CONTRACTOR", and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide hydrant and valve maintenance, repair, and flushing services to Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent and qualified to provide materials and services to COUNTY and desires to provide materials and services according to the terms and conditions stated in this Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and CONTRACTOR agree as follows:

Section 1. Materials and Services. COUNTY hereby retains CONTRACTOR to provide materials and services as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. CONTRACTOR is also bound by all requirements as contained in the solicitation package, all addenda to this package, and CONTRACTOR's submission in response to

this solicitation. Required materials and services will be specifically enumerated, described, and depicted in the Purchase Orders authorizing purchase of specific materials and services. This Agreement standing alone does not authorize the purchase of materials and services or require COUNTY to place any orders for work.

Section 2. Term. This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement will have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered by both parties under such Purchase Orders will remain in effect until delivery and acceptance of the materials authorized by the respective Purchase Order. The first three (3) months of the initial term are considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

Section 3. Authorization for Materials and Services. Authorization for provision of materials and services by CONTRACTOR under this Agreement must be in the form of written Purchase Orders issued and executed by COUNTY. A sample Purchase Order is attached as Exhibit B. Each Purchase Order will describe the materials and services required, state the dates for delivery of materials and services, and establish the amount and method of payment. The Purchase Orders must be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

Section 4. Time for Completion. The materials and services to be provided by CONTRACTOR will be delivered, as specified in such Purchase Orders as may be issued under this Agreement, within the time specified in the Purchase Order.

Section 5. Compensation. COUNTY shall compensate CONTRACTOR for the materials and services provided for under this Agreement on a Fixed Fee basis at the rates as outlined in Exhibit C. When a Purchase Order is issued on a Fixed Fee basis, then the applicable Purchase Order Fixed Fee amount will include any and all reimbursable expenses and will be based on the unit pricing attached to this Agreement, or as reduced in the quoting process leading to specific Purchase Orders.

Section 6. Payment and Billing.

(a) CONTRACTOR shall supply all materials and services required by the Purchase Order, but in no event will CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order materials and services actually provided, but in no event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) COUNTY shall make payments to CONTRACTOR when requested as materials and services are provided, but not more than once monthly. Each Purchase Order must be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any materials and services provided, the cost of the materials and services provided, the name and address of CONTRACTOR, Purchase Order Number, Contract Number, and any other information required by this Agreement.

(d) The original invoice must be sent to:

Director of County Comptroller's Office
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, FL 32772-8080

A copy of the invoice must be sent to:

Seminole County Environmental Services Utilities Operations Division
3300 Dike Road
Winter Park, FL 32792

(e) Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

Section 7. General Terms of Payment and Billing.

(a) Upon satisfactory delivery of materials and services required under this Agreement and upon acceptance of the materials and services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY. Upon review and approval of CONTRACTOR's invoice, COUNTY will, in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes, pay CONTRACTOR the approved amount.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to materials and services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such materials available at CONTRACTOR's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

Section 8. No Waiver by Forbearance. COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONTRACTOR is and will always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the materials or services provided under this Agreement.

Section 9. Termination.

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Purchase Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations under this Agreement. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other

information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR will be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations under this Agreement.

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR, but CONTRACTOR will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONTRACTOR include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(e) If after notice of termination for CONTRACTOR's failure to fulfill its obligations under this Agreement it is determined that CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

Section 10. Conflict with Contract Documents. Wherever the terms of this Agreement conflict with any Purchase Order issued pursuant to it or any other contract documents, including proposals submitted by CONTRACTOR, this Agreement will prevail. For the avoidance of doubt, proposals and any other documents submitted by CONTRACTOR are not incorporated into this Agreement, unless expressly stated otherwise.

Section 11. Equal Opportunity Employment. CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. CONTRACTOR shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

Section 12. No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY will have the right to terminate the Agreement at its sole discretion without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 13. Conflict of Interest.

(a) CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

(b) CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of CONTRACTOR to be conducted under this Agreement and that no such person will have any such interest at any time during the term of this Agreement.

Section 14. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and in such cases only by a document of equal dignity with this Agreement.

Section 15. Subcontractors. CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

Section 16. Indemnification of COUNTY. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's provision of materials or services under this Agreement caused by CONTRACTOR's act or omission in the performance of this Agreement.

Section 17. Insurance.

(a) General. CONTRACTOR shall procure and maintain insurance required under this Section at CONTRACTOR's own cost.

(1) CONTRACTOR shall provide COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). **The Certificate must have the Agreement number for this Agreement clearly marked on its face.** COUNTY, its officials, officers, and employees must be named additional insureds under the Commercial General Liability, Umbrella Liability and Business Auto policies. If the policy provides for a blanket additional insured coverage, CONTRACTOR shall provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the named additional insureds as described in this subsection. The Certificate of Insurance must provide that COUNTY will be provided, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal, or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(2) In addition to providing the Certificate of Insurance on a current ACORD Form, upon request as required by COUNTY, CONTRACTOR shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the insurer, not the agent or broker.

(3) Neither approval by COUNTY nor failure to disapprove the insurance provided by CONTRACTOR will relieve CONTRACTOR of its full responsibility for performance of any obligation, including its indemnification of COUNTY, under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies must be authorized to conduct business in the State of Florida and prove such authorization by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation. Alternatively, policies required by this Agreement for Workers' Compensation/Employer's Liability, may be those authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies must have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period that an insurance company is providing the insurance coverage required by this Agreement, an insurance company (i) loses its Certificate of Authority, or (ii) fails to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection, at

CONTRACTOR's sole expense. Except as otherwise specified in this Agreement, the insurance will become effective upon execution of this Agreement by CONTRACTOR and must be maintained in force until the expiration of this Agreement's term or the expiration of all Orders issued under this Agreement, whichever comes last. Failure by CONTRACTOR to maintain this required insurance coverage within the stated period will constitute a material breach of this Agreement, for which COUNTY may immediately terminate this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance must cover it for liability that would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. CONTRACTOR is also responsible for procuring proper proof of coverage from its subcontractors of every tier for liability that is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage must be included for the United States Longshoremen and Harbor Worker's Compensation Act, Federal Employee's Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there will be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Worker's Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy is required to be the following:

\$500,000.00	(Each Accident)
\$500,000.00	(Disease-Policy Limit)
\$500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR's insurance must cover it for those sources of liability that would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) CONTRACTOR shall maintain these minimum insurance limits:

General Aggregate	Two Times (2x) the Each Occurrence Limit
Personal & Advertising	\$1,000,000.00
Injury Limit	
Each Occurrence Limit	\$1,000,000.00
Pollution Liability	\$1,000,000.00

(3) Professional Liability Insurance. CONTRACTOR shall carry Professional Liability Insurance with limits of not less than One Million and No/100 Dollars (\$1,000,000.00).

(4) Business Auto Policy.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto used by CONTRACTOR. In the event CONTRACTOR does not own automobiles, CONTRACTOR shall maintain coverage for hired and non-owned auto liability for autos used by CONTRACTOR, which may be satisfied by way of endorsement to the Commercial General

Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) The minimum limits to be maintained by CONTRACTOR must be per-accident combined single limit for bodily injury liability and property damage liability.

(C) The minimum amount of coverage under the Business Auto Policy is required to be the following:

Combined Single Limit	\$1,000,000.00
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(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees must be in excess of and not contributing to the insurance provided by or on behalf of CONTRACTOR.

(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability, and the Umbrella policy required by this Agreement must be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. If a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) Obligations. Compliance with the foregoing insurance requirements will not relieve CONTRACTOR, its employees, or its agents of liability from any obligation under this Section or any other Section of this Agreement.

Section 18. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative

dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures", Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 3.5540, "Contract Claims", Seminole County Administrative Code.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

Section 19. Representatives of COUNTY and CONTRACTOR.

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more of its employees to whom to address all communications pertaining to the day to day conduct of this Agreement. The designated representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONTRACTOR shall designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to

this Agreement, and who will keep COUNTY continually and effectively advised of such designation.

Section 20. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

Section 21. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 22. Independent Contractor. Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is and will remain forever an independent contractor with respect to all services performed under this Agreement.

Section 23. Employee Status. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

Section 24. Services Not Provided For. No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

Section 25. Public Records Law.

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all requested public records in CONTRACTOR's possession, or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement,

(2) CONTRACTOR shall provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) CONTRACTOR shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.

Section 26. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 27. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

Section 28. Patents and Royalties. Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY the legitimate version of any infringing products or services or procure a license from the patent or copyright holder at no cost to COUNTY that will allow continued use of the service or product. If none of these alternatives are reasonably available, COUNTY shall return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 29. Notices. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Seminole County Environmental Services Utilities Operations Division
3300 Dike Road
Winter Park, FL 32792

With a copy to:

Seminole County Purchasing & Contracts Division
1301 E. Second Street
Sanford, Florida 32771

For CONTRACTOR:

R&M Service Solutions, LLC
7256 Westport Place, Suite A,
West Palm Beach, FL 33413

Section 30. Rights At Law Retained. The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

Section 31. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.


Section 32. E-Verify System Registration.

(a) CONTRACTOR must register with and use the E-Verify system to verify the work authorization status of all new employees prior to entering into this Agreement with COUNTY. If COUNTY provides written approval to CONTRACTOR for engaging with or contracting for the

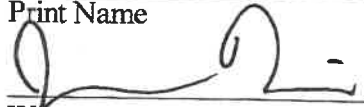
services of any subcontractors under this Agreement, CONTRACTOR must require certification from the subcontractor that at the time of certification, the subcontractor does not employ, contract, or subcontract with an unauthorized alien. CONTRACTOR must maintain a copy of the foregoing certification from the subcontractor for the duration of the agreement with the subcontractor.

(b) If COUNTY has a good faith belief that CONTRACTOR has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated. If COUNTY has a good faith belief that a subcontractor knowingly violated this Section, but CONTRACTOR otherwise complied with this Section, COUNTY must promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate its agreement with the subcontractor.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.




Witness
Sasaw Dobbs

Print Name


Witness
Jonathan Wise

Print Name

R&M SERVICE SOLUTIONS, LLC
By: 

SAMUEL WICK, Sales Director
Date: 12/08/2020

SEMINOLE COUNTY, FLORIDA

Cassandra Reyes

Witness

CASSANDRA REYES

Print Name

Leticia Figueroa

Witness

Leticia Figueroa

Print Name

For the use and reliance of
Seminole County only.

Approved as to form and
legal sufficiency.

David A. Shields

County Attorney

DGSP/lpk

8/26/20 11/5/20

T:\Users\Legal Secretary CSB\Purchasing 2020\IFB-603974.docx

By: Markly Jean Charles
for MARKLY JEAN CHARLES, Purchasing and
Contracts Manager

Date: 12-11-20

As authorized for execution by the Board of
County Commissioners at its DECEMBER, 8TH
20 20, regular meeting,

AGENDA ITEM # 2020-0426

Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Sample Purchase Order
- Exhibit C - Contract Pricing

Fire Hydrants - Valves Maintenance and Repair and Flushing Services

Part 1 General Scope

GENERAL DESCRIPTION:

The Seminole County Environmental Services Department (SCES) requires services of experienced, licensed contractor(s) to provide maintenance, repair and replacement part services for fire hydrants, valves (including associated fittings, restraints and pipe), and flushing services on an "as needed" basis at locations within the SCES utility's distribution systems. SCES will furnish the successful contractor(s) with the most recent copy of the distribution systems atlas in an electronic format.

The Contractor(s) will be responsible for furnishing all labor, tools, equipment, parts and materials to complete the requested work as specified in the Scope of Service section. The Contractor(s) will also be responsible for furnishing all required ancillary services to which includes but is not limited to, mobilization, excavations, well pointing and pumping, shoring, line stops, wet taps, maintenance of traffic, and site restorations necessary to complete the requested work as specified in the Scope of Services.

STANDARDS:

- A. SCES Utility Engineering Specifications for Water Distribution Construction.
- B. Seminole County Standards for applicable public right-of-way improvements under County jurisdiction.
- C. FDOT Utility Accommodation Manual (latest edition) and FDOT Design Standards for Construction, Maintenance and Utility Operations on the State Highway System (2017 or latest edition).
- D. AWWA Standards for Maintenance, Repair and Replacement of fire hydrants (M-17) and distribution system valves (M-44) (most applicable and latest edition).
- E. OSHA Standards as applicable to associated work.
- F. Fire Hydrant Flow Testing and Marking (NFPA 291)(most applicable and latest edition). Includes potential areas of two hydrant testing for main capacity calculations or fire flow capabilities as requested by SCES.

SPECIAL CONDITIONS:

Contractor's Response Time: Contractor(s) shall be adequately staffed and equipped to respond to all aspects of the requested work within 72 hours, if required by SCES.

Contractor's Personnel: The Contractor(s) must employ and assign a Project Manager who will oversee the described work and who has a minimum of five (5) years continuous field and supervisory experience in all aspects of the described work. The Project Manager shall serve as the single point of contact for all work, be responsible for coordinating and scheduling all work (including restoration) and be available (by phone, if not in person) while contractor's crews work within SCES distribution systems.

The Contractor shall employ and designate a qualified Quality Control Manager who shall be responsible for re-inspection of all field processed data if it falls outside of tolerances. All such data shall be re-collected. The Quality Control Manager shall also be responsible of random sampling of not less than 10% of the total contract value. This will provide quality assurance of all physical aspects of the service and validation of all data attributes collected.

For each job or task assigned under this contract, the Contractor's Project Manager shall assign qualified and responsible service technicians to complete requested work. At any time the Contractor's personnel is working within the SCES distribution systems, notification is required to the SCES SCADA

Operations Center at 407-665-2767. All Service Technicians shall wear a uniform shirt that identifies the Contractor by name. All Service Technicians shall arrive at, and travel through the Utility system in a presentable service vehicle identified with the Contractor's name, logo and telephone number.

Contractor's Equipment: The Contractor shall utilize and maintain all equipment in a safe and responsible manner. It is the responsibility of the Contractor to maintain all equipment so as to avoid any leaking fuel, oil, and/or hydraulic fluid. If such leakage occurs, it shall be the responsibility of the Contractor to protect the environment and the surrounding surfaces from contamination and/or damage. If said leakage is excessive or cannot be adequately contained, said equipment must cease operation and be removed from the job site. All Contractor(s) service vehicles shall be maintained in a presentable manner and have Contractor name and logo adequately displayed.

SCES Requirements for Work and Site Visit Management: Contractor personnel shall notify their assigned SCES representative each day, prior to beginning work within the County utility system. All contractor personnel shall display on their person a company identification badge that is clearly visible at chest level and not covered by clothing or other items. This badge must have the company name, company phone number, the individual's name and the individual's photo. In addition, SCES requires that the Contractor create a service call or job order ticket that shall have, at a minimum, the following information:

- Company name and contact information
- Company job or work order number
- SCES contact name and phone number
- SCES job number and Seminole County purchase order number
- Date/time of beginning and ending of work
- Number of Technicians
- Work location and description of work to be performed
- Detailed description of solution and/or work completed

SCOPE OF SERVICES:

Hydrant Maintenance: Fire hydrant testing and maintenance shall be in accordance with AWWA - M17 Manual and NFPA 291 Manual for Installation, field testing, and maintenance of fire hydrants, to include the following procedures:

- Locate and access each fire hydrant
- Locate, access, and exercise fire hydrant isolation valve
- Check fire hydrant nozzle height for correct ground clearance
- Identify make, model, nozzle size and year of hydrant manufacture
- Lubricate operating nut (if appropriate for hydrant make/model) and all nozzle outlets with non-corrosive FDA approved lubricant
- Open hydrant with nozzle caps in place to check for seal leakage
- Verify that hydrant main (bottom) valve completely closes
- Flow hydrant to maximum rate for 15 minutes, record working pressure and calculate flow rate and gallons flushed. If hydrant fails to flow clear in the initial 15 minute flush, contact SCES SCADA Operations Center at 407-665-2767, notifying them of the anomaly. Continue to flow hydrant until water clears, checking in 15 minute increments. The use of a calibrated combination pitot gauge and hydrant diffuser is required for all hydrant flushing.
- Close hydrant completely. Back off the opening nut enough to take the pressure off the packing.

- Remove all outlet nozzle caps, clean the threads, check the condition of the gaskets replace as required, and lubricate the threads. Check the ease of operation of each cap.
- Check outlet nozzle chains for free action on each cap. If the chains bind, open the loop end around the cap until they move freely.
- Record static pressure
- Re-attach hydrant nozzle caps
- Scrape, wire brush/or sand blast and paint hydrant appropriate color. Paint shall be Sherwin-Williams Sher-Cryl High Performance Acrylic, ANSI Safety Yellow, Pantone 109 or approved equal. Coating shall be spray applied to a minimum of a 4 ml dry coat thickness. In the event bare metal is exposed on above-ground metal, hydrant is to be primed with Sherwin-Williams Pro-Cryl Universal primer before new paint is applied. Additional color bonnet painting per NFPA 291 - Fire Hydrant Flow Testing and Marking may be required per SCES request.
- Replace (if defective) hydrant ID tag, or install (if not present) hydrant ID tag.
- Replace (if defective) blue reflective road marker, or install (if not present) blue reflective road marker. Reflective pavement markers in blue shall be used to identify the hydrant locations. Each marker is to be placed on the center line of the roadway lane closest to the hydrant.
- Obtain and record GPS site coordinates of hydrant.
- Document any operational deficiencies and/or miscellaneous findings.
- **Notification of all malfunctioning and/or out of service hydrants or valves shall be immediately reported to SCES.**
- Document all pertinent data into an electronic spreadsheet or database including the following:
 - Hydrant ID tag number
 - Hydrant address location
 - Hydrant GPS site coordinates
 - Date of flush or service
 - Hydrant brand
 - Hydrant model number
 - Hydrant year
 - Hydrant size
 - Hydrant flow rate obtained
 - Hydrant pressure after 5 minutes of flushing
 - Total gallons flushed during service
 - Degree of operating difficulty
 - Deficiencies and/or repairs required to be immediately reported to the Utility.
- All data shall be formatted to match existing SCES data system and/or forms. Data shall be delivered to the SCES in an electronic format compatible with SCES' ArcGIS/ArcMap system or SOL database.

Upper Barrel Repair: An upper bonnet repair shall consist of repairing and/or replacing all necessary components within the upper portions of the hydrant, from the operating nut downwards to the top of the break away (upper barrel) flange, in order to return hydrant to working order. Hydrant rotation shall also be considered as an upper barrel repair.

Lower Barrel Repair: A lower barrel repair shall consist of repairing and/or replacing all necessary components of the hydrant from the top of the break away (upper barrel) flange to the bottom of the hydrant foot valve in order to return hydrant to working order.

Valve Maintenance: Valve maintenance shall include the following procedures:

- Locate and access each valve
- Raise valve box to grade (if applicable)
- Align valve box to vertical position (if located outside of pavement)
- Clean debris and standing water from valve box

- Operate valve from open to close and back to open position for two (2) complete cycles
- Obtain and record GPS coordinates of valve
- Paint valve box blue. Valves located inside residential or commercial driveways or aprons shall not be painted upon SCES request.
- Mark curve with a "V" marking. Curbing located inside gated communities or commercial properties shall not be painted upon SCES request.
- Document all pertinent data including location, type, and size of valve, direction of rotation to open position, numbers of turns to full open position, degree of operating difficulty, and note deficiencies and/or closed valves to be immediately reported to the Utility. All data shall be formatted to match existing SCES data system and/or forms. Data shall be delivered to the SCES in an electronic format compatible with SCES' ArcGIS/ArcMap system.

GPS Mapping: All the water distribution valves and fire hydrants encountered in this contract are to be GPS mapped within sub-meter accuracy and the data delivered in an electronic format compatible with SCES' ArcGIS/ArcMap system software. Coordinate data shall be field-collected with autonomous GPS readings and subsequently differentially corrected via post-processing. The contractor(s) shall further refine positions through filtering and inspection to eliminate noise, problematic satellite geometry and multi-path degradation. Point valve features shall be collected at an epoch of one (1) second with a minimum occupation of twenty (20) seconds. Specific parameters include:

- Elevation mask: 15 degrees above the horizon
- Coordinate system: as agreed with NAD 1983 State Plane Florida EAST
- Satellites: ≥ 4
- Position Dilution of Precision (PDOP) < 6
- Horizontal Dilution of Precision (HDOP): < 4
- Minimum number of raw positions collected: 20
- In the event of obstructions - where a clear GPS position cannot be captured a laser offset will be executed from a nearby location

At a minimum, and in addition to database attribute requirements, the following coordinate data items shall be generated as a result of this process.

- PDOP value
- HDOP value
- Correction status
- Date recorded
- Time recorded
- Total positions
- Filtered positions
- Horizontal Precision
- Vertical Precision
- Standard deviation
- File Name
- X-coordinate
- Y-coordinate

Documentation: Documentation data will be collected on each distribution valve and/or hydrant and will be agreed upon, and be compatible with SCES' ArcGIS/ArcMap system software in advance of work start up.

Data documentation will include, at a minimum:

- a) **Physical data** - Identification number, map number, valve size, type of valve, use of valve, valve structure, depth of valve, number of turns, torque, if clean out was necessary, valve discrepancies (by category and details), box/vault discrepancies (by category and details) and any additional information as necessary.
- b) **Location data** - Mapping grade GPS coordinate data parameters noted in the GPS mapping section
- c) **Discrepancies** - Details on discrepancies so that a work order (as described below) can be concisely created.

Deliverable Data: The Contractor will provide applicable hydrant and valve data in a spatially accurate format compliant with SCES ArcGIS/ArcMap system and in the County's existing data structure. Contractor shall be able to fully integrate data into ESRI ArcGIS/ArcMap and shall be integrated into the SCES ArcGIS system. Metadata, including a detailed citation describing field data collection practices, equipment settings, post processing procedures, base stations used for differential correction and expected accuracy, are to be submitted with final and interim data deliveries. The data in electronic format shall contain the information agreed to by SCES and at a minimum the following attribute data:

- A unique identification number - For each device
- Data Dictionary-Valve Condition (operable, inoperable)
- Source document reference-valve discrepancies
- Date of Operation-Structure discrepancies
- Valve Size - PDOP value
- Valve Type-HDOP value

Obstructed GPS data shall be obtained through laser offset method.

Flushing Services: SCES may require the Contractor to perform unidirectional or maintenance flushing in certain locations within the utility's distribution systems. SCES will provide to contractor the flushing sequences developed by an Engineer for the specified areas. The contractor is responsible for locating the valves and hydrants identified in the Engineer's sequencing and verifying their operability. Upon completion of each sequenced flushing activities, the Contractor will return valves to their original position. This is to help with valves not being left in the wrong position. Pricing for unidirectional flushing will combine item 83 (valve maintenance without GPS location) for turning the valves and item A6 Time Unit for the actual flushing.

Hydrant and/or Valve Replacement and Installation: Hydrant and valve replacement and/or new installation work described in this solicitation package (see Price Schedule) shall be "all inclusive". The line item pricing of such work shall include all of but not limited to the following:

- Pre work job site evaluation
- Obtaining all utility and/or Right of Way (ROW) locates
- Notification of effected customers (with the exception of partial water system shut down)
- Job site safety and MOT
- Site excavation (typical <48" bury to bottom of pipe)
- Furnish and install all necessary materials to successfully complete the job
- Furnish and competently operate all necessary equipment to successfully complete the job
- Furnish and manage all necessary competent labor to successfully complete the job
- Excavation, backfill and compaction

- Removal of all remaining spoil, materials and waste
- Complete site restoration unless otherwise specified by SCES

Work in Utility Easement/Right of Way (ROW) and Existing Utilities/ROW Improvements: The Contractor shall be responsible for obtaining all Utility Locates through, and in accordance with "Sunshine State One Call of Florida (SSOCOF) Excavation Guide" (latest edition). The Contractor shall take all possible precautions and be responsible for protecting all underground utilities and other improvements within the utility easement and/or ROW. The Contractor shall promptly notify SCES of any conflicts with existing utilities that occurs as a result of said work. The Contractor shall be responsible for obtaining and adhering to all applicable Maintenance of Traffic (MOT) and/or Right of Way permits as required by Seminole County, State of Florida Department of Transportation (FDOT) or jurisdictional authority.

Job Site Management: The Contractor shall set up, manage and restore each job site in a responsible manner that includes but is not limited to Maintenance of Traffic (MOT), pedestrian safety, and property protection. At no time during the active progress of work shall the Contractor leave the job site unattended. The Contractor must request and gain approval from SCES for any specific job site-work that may extend past one work day. If approval is granted, all excavated areas must be backfilled and enclosed with safety mesh and proper MOT activated at end of each work day. Each job site (regardless of duration of work) must be maintained at all times in a responsible manner that does not unduly impact the surrounding areas and allows for adequate ingress/egress from properties affected. Any and all road and/or ingress/egress closures must be approved by the SCES in advance of the work. The Contractor shall present a contingency plan for such closures at time of approval request. Upon completion of work, the contractor shall backfill and compact affected areas in addition to clean up and removal of any accumulated dirt and/or rubble from job site. It shall be the ultimate responsibility of the Contractor to restore the Utility easement and/or right of way to pre-excavated condition. All restoration activities including irrigation system repairs shall be the responsibility of the contractor (reference Restoration and Contractor Pass Through section of this document).

Sub-contracted and Contractor "Pass-Through" Charges: Certain services shall be considered as "Pass-through" charges. These charges are interpreted to mean sub-contractor invoice total plus 10% administration and management costs. For the terms of this contract these services include landscape restoration (excluding irrigation repairs and <400ft² sod), asphalt restoration, concrete restoration, de-watering (well points) services, extended MOT (>72 hours), MOT with law enforcement presence during work activities. Prior to use of sub-contracted or cost pass through services, the Contractor shall obtain three (3) separate quotes for each of the sub-contracting activities and present to the SCES a recommendation of award for each service. If the acceptance of this recommendation is not approved, SCES reserves the right to perform any and all of these pass through activities. The SCES reserves the right to perform any and all of these pass through activities to avoid the additional pass through charges. If this right is exercised by SCES, the responsibility for such work will be removed from the Contractor.

Warranty: In order to insure fire hydrant and valve repair, replacement and installation meets the performance guaranteed by the manufacturer and retain warranties, the contractor shall guarantee all workmanship and materials for all described work for a period of two (2) years from the date of the repair or installation.

FLORIDA SALES: 85-8013708974C-0
FEDERAL SALES/USE: 59-6000856

Board of County Commissioners
PURCHASE ORDER



ORDER NUMBER:

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE
MUST REFER TO THIS ORDER NUMBER

S H I P	
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ORDER DATE	
REQUISITION	
REQUESTOR	
VENDOR #	

V E N D O R	
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EXHIBIT B

ORDER INQUIRIES

PURCHASING AND CONTRACT DIVISION
1301 EAST SECOND STREET
SANFORD FLORIDA 32771
PHONE (407) 665-7116 / FAX (407) 665-7956
ANALYST

DELIVERY

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS
ON THE REVERSE SIDE OF THIS ORDER.

TOTAL AMOUNT

SUBMIT ALL INVOICES IN DUPLICATE TO:
CLERK - B.C.C. FINANCE DIVISION
POST OFFICE BOX 8080
SANFORD, FL 32772

Accs. Payable Inquiries - Phone (407) 665 7656

Purchase Order Terms and Conditions

1. Acceptance/Entire Agreement. This Purchase Order ("PO") is entered into between Seminole County, Florida ("County") and the Supplier referenced herein (individually, referred to as "Party," and collectively, "Parties"). By accepting this PO, Supplier accepts all Terms and Conditions contained herein. This PO, including specifications and drawings, if any, and referenced documents, such as solicitations and responses constitutes the entire agreement between the Parties. Whenever terms and conditions of Main Agreement, if any, conflict with any PO issued pursuant to Main Agreement, Main Agreement will control.

2. Inspection. Notwithstanding any prior payment or inspection, all goods/services are subject to inspection/rejection by County at any time, including during manufacture, construction or preparation. To the extent a PO requires a series of performances by Supplier, County reserves right to cancel remainder of PO if goods/services provided during the term of PO are non-conforming or otherwise rejected. Without limiting any rights County may have, County, at its sole option, may require Supplier, at Supplier's expense to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services; or (b) refund price of any or all rejected goods or services. All rejected goods will be held for Supplier's prompt inspection at Supplier's risk. Nothing contained in PO will relieve Supplier's obligation of testing, inspection and quality control.

3. Packing & Shipping. Unless otherwise specified, all goods must be packed, packaged, marked and prepared for shipment in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular good; (c) in accordance with local, state, and federal regulations; and (d) protected against weather. Supplier must mark all containers with necessary lifting, handling, shipping information, PO number, date of shipment and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment.

4. Delivery; Risk of Loss. All goods are FOB destination, and risk of loss will remain with Supplier until delivery by Supplier and acceptance by County. Goods delivered by Supplier that are damaged, defective, or otherwise fail to conform to PO may be rejected by County or held by County at Supplier's risk and expense. County may charge Supplier for cost(s) to inspect, unpack, repack, store and re-ship rejected goods.

5. Delivery of Excess Quantities. If Supplier delivers excess quantities of goods without prior written authorization from County, excess quantities of goods may be returned to Supplier at Supplier's expense.

6. Time is of the Essence. Time is of the essence for delivery of goods /services under PO. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, entitles County to seek all remedies available at law or in equity. County reserves right to cancel any PO and procure goods/services elsewhere if delivery is not timely. Supplier agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to cancel PO, acceptance, or payment will not be deemed a waiver of County's right to cancel remainder of PO. Delivery date or time in PO may be extended if Supplier provides a written request in advance of originally scheduled delivery date and time and County agrees to delayed delivery in writing prior to originally scheduled delivery date and time.

7. Warranties. Supplier warrants to County that all goods/services covered by PO conform strictly to specifications, drawings or samples specified or furnished by County, and are free from: (a) defects in title; and (b) latent or patent defects in material or workmanship. If no quality is specified by County, Supplier warrants to County that goods/services are of the best grade of their respective kinds, meet or exceed applicable standards for industry represented, are merchantable (as to goods) and are fit for County's particular purpose. Supplier warrants that at the time County accepts the goods/services, the goods/services will have been produced, sold, delivered and furnished in strict compliance with all applicable federal and state laws, regulations, ordinances, rules, labor agreements and working conditions to which goods/services are subject. Supplier warrants the title to goods furnished under PO is valid, transfer of such title to County is rightful and goods are free of any claims or liens of any nature whatsoever, whether rightful or otherwise, of any person, corporation, partnership or association. All applicable manufacturers' warranties must be furnished to County at time of delivery of goods or completion of service. All warranties are cumulative and are in addition to any other express or implied warranties provided by law.

8. Indemnification. To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under PO or at law. Supplier's

obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9. Insurance. Supplier, at its sole expense, shall maintain insurance coverage acceptable to County. All policies must name County as an additional insured. All Insurance Certificates must be provided to the Purchasing and Contracts Division within ten (10) days of request. Supplier shall notify County, in writing, of any cancellation, material change, or alteration to Supplier's Certificate of Insurance.

10. Modifications. PO may be modified or rescinded in writing by County.

11. Material Safety Data Sheets. At time of delivery, Supplier agrees to provide County with a current Material Safety Data Sheet for any hazardous chemicals or toxic substances, as required by law.

12. Pricing. Supplier agrees that pricing included on PO shall remain firm through and until delivery of goods and/or completion of services, unless otherwise agreed to by the Parties in writing.

13. Invoicing & Payment. After delivery of goods/services by Supplier and acceptance by County, Supplier shall submit a properly certified invoice to: Seminole County Clerk of Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include County's Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218.70, Florida Statutes.

14. Taxes. County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. County will not reimburse Supplier for taxes paid.

15. Termination. County may terminate PO, in whole or in part, at any time, either for County's convenience or because of Supplier's failure to fulfill its obligations under PO, by written notice to Supplier. Upon receipt of written notice, Supplier must discontinue all deliveries affected unless written notice directs otherwise. In the event of termination, County will be liable only for materials procured, work completed or services rendered or supplies partially fabricated, within the authorization of PO. In no event will County be liable for incidental or consequential damages by reason of such termination.

16. Equal Opportunity Employer. County is an Equal Employment Opportunity ("EEO") employer, and as such, requires all Suppliers to comply with EEO regulations with regards to race, color, religion, sex, national origin, age, disability, or genetic information, as may be applicable to Supplier. Any subcontracts entered into, as authorized by County, must make reference to this clause with the same degree of application being encouraged.

17. Assignment. Supplier may not assign, transfer, or subcontract PO or any right or obligation under it without County's written consent. Any purported assignment, transfer, or subcontract will be null and void.

18. Venue & Applicable Law. The laws of the State of Florida govern validity, enforcement, and interpretation of PO. The sole jurisdiction and venue for any legal action in connection with PO will be in the courts of Seminole County, Florida.

19. Fiscal Non-Funding. In the event sufficient budgeted funds are not available for payment to Supplier for a new fiscal period, County shall notify Supplier of such occurrence and PO will terminate on the last day of the current fiscal period without penalty or expense to County.

20. Public Records. Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO. **IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT CUSTODIAN OF PUBLIC RECORDS AT: 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

21. Right to Audit Records. County will be entitled to audit the books and records of Supplier to the extent that the books and records relate to this PO. Supplier must maintain books and records relating to this PO for a period of three (3) years from the date of final payment under the PO, unless the County authorizes otherwise in writing.

22. Severability. If any section, sentence, clause, phrase or portion of PO are, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed separate, distinct, and independent and such holding will not affect validity of remaining portion of PO.

23. Headings & Captions. All headings and captions contained in PO are provided for convenience only, do not constitute a part of PO, and may not be used to define, describe, interpret or construe any provision of PO.

Exhibit C
Contract Pricing

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**Part 4
Price Submittal**

IFB-603974-20/CAR - Term Contract for Hydrant and Valve Maintenance, Repair and Flushing Services

Name of Bidder: R&M Service Solutions, LLC
Mailing Address: 7256 Westport Place Suite. A
Street Address: 7256 Westport Place Suite. A
City/State/Zip: West Palm Beach, FL 33413
Phone Number: (877)847-6747 FAX Number: (561) 290-0693
E-Mail Address: swick@rmservicesolutions.com

Designated Project Manager Information:

Project Manager: Michael George
Project Manager Telephone No.: (352) 398-9127 Fax No.: (561) 290-0693
E-Mail Address: mgeorge@rmservicesolutions.com

Pursuant to and in compliance with the IFB Documents, the undersigned Bidder agrees to provide and furnish any and all of the labor, material, and tools, equipment, incidentals and transportation services necessary to complete all of the Work required in connection with the required services/commodities all in strict conformity Bid Documents for the amount hereinafter set forth.

The undersigned, as Bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; and he proposes and agrees, if the bid is accepted, that he/she will execute a Term Contract with the COUNTY in the form set forth in the Contract Documents; that he/she will furnish the Insurance Certificates.

Costs shall be inclusive of all direct and indirect costs including but not limited to, materials, labor, equipment, transportation, coordination and incidentals necessary for the performance of the work specified in Bid documents.

The cost of the materials/equipment shall include all costs, including but not limited to:

- General Administrative Overhead, fringe and benefits and profit, all documentation required for operation, delivery/transportation of unit(s) to the County's service delivery address, indirect costs, i.e., insurance, etc., indirect labor costs.

BID SHEET

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ITEM	DESCRIPTION	UNIT	EST. ANNUAL USAGE	UNIT PRICE	EXTENDED COST
GROUP A - HYDRANT SERVICES					
A1	Hydrant Maintenance (includes scrape, wire brush and paint)	EA.	3000	\$ 53.00	\$ 159,000.00
A2	Hydrant Maintenance (without scrape, wire brush and paint)	EA.	500	\$ 43.00	\$ 21,500.00
A3	Hydrant Maintenance (includes sand blast and paint)	EA.	25	\$ 275.00	\$ 6,875.00
A4	Furnish and attach Hydrant I.D. tag (with required information)	EA.	250	\$ 10.00	\$ 2,500.00
A5	Furnish and install reflective road marker	EA.	500	\$ 10.00	\$ 5,000.00
A6	Extended Flush Time (15 minute Unit)	EA.	250	\$ 20.00	\$ 5,000.00
A7	Bonnet and/or break away flange bolt replacement	EA.	25	\$ 50.00	\$ 1,250.00
A8	Upper barrel repair	EA.	35	\$ 400.00	\$ 14,000.00
A9	lower barrel repair	EA.	50	\$ 700.00	\$ 35,000.00
A10	Hydrant extension (6")	EA.	25	\$ 800.00	\$ 20,000.00
A11	Hydrant extension (12")	EA.	20	\$ 825.00	\$ 16,500.00
A12	Hydrant extension (18")	EA.	20	\$ 900.00	\$ 18,000.00
A13	Replace typical bury (48") hydrant on functioning and restrained isolation valve (includes excavation, materials, backfill and compaction). Will not require a shut down or line stop.	EA.	10	\$ 5,900.00	\$ 59,000.00
A14	Replace typical bury (48") hydrant and "tie-back" unrestrained isolation valve providing valve is mechanical joint and not "push on" (includes excavation, materials, backfill and compaction). Will not require a shut down or line stop.	EA.	10	\$ 6,100.00	\$ 61,000.00
A15	Replace typical bury (48") hydrant and (or install) isolation valve on existing restrained MJ tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.	EA.	15	\$ 6,500.00	\$ 97,500.00
A16	Replace typical bury (48") hydrant, isolation valve and tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.	EA.	15	\$ 6,500.00	\$ 97,500.00
A16a	With 6" x 6" tee	EA.	3	\$ 1,000.00	\$ 3,000.00
A16b	With 6" x 8" tee	EA.	3	\$ 1,100.00	\$ 3,300.00
A16c	With 6" x 10" tee	EA.	2	\$ 1,500.00	\$ 3,000.00
A16d	With 6" x 12" tee	EA.	2	\$ 2,000.00	\$ 4,000.00
A16e	With 6" x 14" tee	EA.	2	\$ 4,000.00	\$ 8,000.00
A16f	With 6" x 16" tee	EA.	1	\$ 4,100.00	\$ 4,100.00
A16g	With 6" x 20" tee	EA.	1	\$ 5,000.00	\$ 5,000.00
A16h	With 6" x 24" tee	EA.	1	\$ 5,000.00	\$ 5,000.00
A17	Install new hydrant and (isolation) valve on existing typical 48" bury water main	EA.	25	\$ 6,100.00	\$ 152,500.00
A17a	With 6" x 6" wet tap	EA.	2	\$ 1,500.00	\$ 3,000.00
A17b	With 6" x 8" wet tap	EA.	2	\$ 1,500.00	\$ 3,000.00
A17a	With 6" x 10" wet tap	EA.	2	\$ 1,500.00	\$ 3,000.00
A17c	With 6" x 12" wet tap	EA.	2	\$ 1,800.00	\$ 3,600.00
A17d	With 6" x 14" wet tap	EA.	2	\$ 2,000.00	\$ 4,000.00
A17e	With 6" x 16" wet tap	EA.	2	\$ 2,200.00	\$ 4,400.00
A17f	With 6" x 20" wet tap	EA.	2	\$ 2,200.00	\$ 4,400.00
A17g	With 6" x 24" wet tap	EA.	2	\$ 2,200.00	\$ 4,400.00
A18	Abandon existing hydrant by installing restrained cap or plug with 2" blow-off assemble in isolation valve (includes materials, excavation, backfill and compaction)	EA.	10	\$ 3,200.00	\$ 32,000.00
A19	Installation of hydrant other than typical 48" bury (adder per foot)	LF.	30	\$ 250.00	\$ 7,500.00
A20	If hydrant set is more than 6' away from centerline of tee (adder per foot)	LF.	25	\$ 200.00	\$ 5,000.00
A21	If hydrant set requires additional restrained 6" MJ bend(s) (per fitting)	EA.	15	\$ 225.00	\$ 3,375.00

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ITEM	DESCRIPTION	UNIT	EST. ANNUAL USAGE	UNIT PRICE	EXTENDED COST
GROUP B - VALVE SERVICES					
B1	Valve maintenance (includes sub-meter GPS location)	EA.	1000	\$ 37.00	\$ 37,000.00
B2	Valve maintenance (includes sub-foot GPS location)	EA.	750	\$ 37.00	\$ 27,750.00
B3	Valve maintenance (without GPS location)	EA.	350	\$37.00	\$ 12,950.00
B4	Raise valve box to grade < 12" depth (excluding concrete areas and vehicular arteries)	EA.	125	\$71.45	\$ 8,931.25
B5	Raise valve box to grade < 12" depth in concrete areas and vehicular arteries	EA.	100	\$425.00	\$ 42,500.00
B6	Raise valve box to grade (or replace valve box) > 12" depth but < 42" depth in concrete areas and vehicular arteries	EA.	50	\$ 200.00	\$ 10,000.00
B7	Raise valve box to grade (or replace valve box) > 12" depth but < 48" depth in concrete areas and vehicular arteries	EA.	50	\$ 200.00	\$ 10,000.00
B8	Replace existing 2" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	15	\$ 2,330.00	\$ 34,950.00
B9	Replace existing 4" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	15	\$ 3,800.00	\$ 57,000.00
B10	Replace existing 6" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	15	\$ 4,500.00	\$ 67,500.00
B11	Replace existing 8" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	15	\$ 5,000.00	\$ 75,000.00
B12	Replace existing 10" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	10	\$ 5,900.00	\$ 59,000.00
B13	Replace existing 12" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	5	\$8,000.00	\$ 40,000.00
B14	Replace existing 14" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	5	\$ 12,000.00	\$ 60,000.00
B15	Replace existing 18" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	5	\$ 15,000.00	\$ 75,000.00
B16	Replace existing 20" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	5	\$ 17,000.00	\$ 85,000.00
B17	Replace existing 24" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	1	\$ 27,000.00	\$ 27,000.00
B18	Installation of 4" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	10	\$ 7,000.00	\$ 70,000.00
B19	Installation of 6" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	10	\$ 7,800.00	\$ 78,000.00
B20	Installation of 8" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	10	\$ 9,000.00	\$ 90,000.00
B21	Installation of 10" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	5	\$ 15,000.00	\$ 75,000.00
B22	Installation of 12" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	5	\$ 16,000.00	\$ 80,000.00

ITEM	DESCRIPTION	UNIT	EST. ANNUAL USAGE	UNIT PRICE	EXTENDED COST
GROUP C - VALVE RELATED SERVICES					
B23	Realign valve box to grade in dirt, grass, sand or gravel (0' to 4' deep)	EA	100	\$75.00	\$ 7,500.00
B24	Realign valve box to grade in dirt, grass, sand or gravel (4' to 10' deep)	HOURLY ^{2,3}	25	\$ 125.00	\$ 3,125.00
B25	Realign valve box to grade in dirt, grass, sand or gravel (> 10' deep)	HOURLY ^{2,3}	25	\$ 125.00	\$ 3,125.00
B26	Realign valve box to grade in pavement (0' to 4" deep) includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	EA	15	\$ 1,200.00	\$ 18,000.00
B27	Realign valve box to grade in pavement (>4" to 10") includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	HOURLY ^{1,2,3}	15	\$300.00	\$ 4,500.00
B28	Realign valve box to grade in pavement (>10' deep) includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	HOURLY ^{1,2,3}	15	\$300.00	\$ 4,500.00
B29	Raise valve box to grade in dirt, grass, sand or gravel (> 4' to 10' deep)	HOURLY ^{2,3}	25	\$100.00	\$ 2,500.00
B30	Raise valve box to grade in dirt, grass, sand or gravel (> 10' deep)	HOURLY ^{2,3}	25	\$100.00	\$ 2,500.00
B31	Raise valve box to grade in pavement (>4" to 10") includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	HOURLY ^{1,2,3}	25	\$ 100.00	\$ 2,500.00
B32	Raise valve box to grade in pavement (>10' deep) includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	HOURLY ^{1,2,3}	10	\$ 100.00	\$ 1,000.00
B33	Clean out/vacuum valve box (pricing based on cleaning all of the County's valve boxes in lieu of assessment)	EA	1500	\$ 20.00	\$ 30,000.00
B34	Clean out valve box, where standard vacuum is not successful by digging, loosening and removing impacted debris and fill in around valve box (2 MEN AND EQUIPMENT)	EA	150	\$ 150.00	\$ 22,500.00
B35	Large valve repair as an hourly rate with the materials as a pass through. The hourly rate should factor in excavation equipment cost (3 MEN AND EQUIPMENT)	HOURLY ³	100	\$ 500.00	\$ 50,000.00
B36	Small valve repair such as 2" blow off. This includes plumbing in a 2" stainless steel fitting such as a short nipple, a stainless steel 90 degree elbow or other items as may be required. Hourly rate for labor and materials will be pass through. The reason this is separate from large valves is the excavation most likely will be shallow and done manually. (2 MEN AND EQUIPMENT)	HOURLY ³	250	\$ 225.00	\$ 56,250.00
	Exploratory excavation: Where no other accurate or cost effective means is available to discover, diagnose and recommend remediation, contractor will dig to uncover and identify cost effective options. This includes:			\$	\$
B37	Exploratory investigation 0' to 4' deep	HOURLY ^{1,2,3}	120	\$ 450.00	\$ 54,000.00
B38	Exploratory investigation > 4' to 10' deep	HOURLY ^{1,2,3}	150	\$ 225.00	\$ 33,750.00
B39	Exploratory investigation > 10' deep.	HOURLY ^{1,2,3}	50	\$ 300.00	\$ 15,000.00
B40	Installation of a 16" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA	2	\$45,000.00	\$ 90,000.00
B41	Installation of a 24" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA	2	\$ 60,000.00	\$ 120,000.00
Note:					
	(1) For this depth range, the permanent asphalt patch or sidewalk "joint" will be a pass-through item.				
	(2) Dewatering, trench safety, and any associated work (to be discussed beforehand to be billed as "pass through")				
	(3) For billing purposes, the hourly rate can be proportioned into increments of 15 minutes.				

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ITEM	DESCRIPTION	UNIT	EST. ANNUAL USAGE	UNIT PRICE	EXTENDED COST
GROUP D - FLUSHING SERVICES					
D1	Uni-Directional Flushing Services performed at a combined rate			\$	\$
D1a	Contractor will review the UDF sequences developed by SCES and identify the locations and quantities of valves to be opened and closed for each sequence. Contractor will charge the price agreed upon for Item B3, "valve maintenance (without GPS location) for the opening and closing of valves for each sequence.	hourly	250	\$ 100.00	\$ 25,000.00
D1b	Contractor will at identified locations flow hydrants for each sequence at flush times as defined by the UDF Engineer to generate the desired flow rate and water exchange. Contractor will use hourly rate of Maintenance flushing (D2) This hourly rate only applies to the time spent by the technician to open, flush and close each hydrant.	hourly	500	\$ 100.00	\$ 50,000.00
D2	Maintenance Flushing Services performed at an hourly rate.	hourly	250	\$ 100.00	\$25,000.00
ITEM	DESCRIPTION	UNIT	EST. ANNUAL USAGE	UNIT PRICE	EXTENDED COST
GROUP E - ANCILLARY SERVICES (ADD TO ANY OF THE ABOVE HYDRANT AND/OR VALVE SCENARIOS IF APPLICABLE)					
E1	Required use of Ductile Iron pipe in lieu of C-900 PVC pipe (cost to include any additional labor, materials, excavation, backfill and compaction)				
E1a	6 inch	LF.	50	\$50.00	\$ 2,500.00
E1b	8 inch	LF.	50	\$51.00	\$ 2,550.00
E1c	10 inch	LF.	25	\$80.00	\$ 2,000.00
E1d	12 inch	LF.	25	\$80.00	\$ 2,000.00
E1e	14 inch	LF.	10	\$ 100.00	\$ 1,000.00
E1f	16 inch	LF.	50	\$ 100.00	\$ 5,000.00
E1g	20 inch	LF.	10	\$ 300.00	\$3,000.00
E1h	24 inch	LF.	10	\$500.00	\$5,000.00
E2	Line stop services (includes materials, excavation on < 48" bury to bottom of pipe, backfill and compaction)				
E2a	4" line stop (SS fitting)	EA.	5	\$ 5,000.00	\$25,000.00
E2b	4" line stop (epoxy fitting)	EA.	5	\$ 5,000.00	\$ 25,000.00
E2c	6" line stop (SS fitting)	EA.	10	\$ 5,000.00	\$ 50,000.00
E2d	6" line stop (epoxy fitting)	EA.	10	\$ 5,000.00	\$ 50,000.00
E2e	8" line stop (SS fitting)	EA.	5	\$ 6,500.00	\$32,500.00
E2f	10" line stop (SS fitting)	EA.	5	\$ 7,000.00	\$35,000.00
E2g	12" line stop (epoxy fitting)	EA.	5	\$ 8,000.00	\$ 40,000.00
E2h	14" line stop (epoxy fitting)	EA.	5	\$ 11,000.00	\$55,000.00
E2i	16" line stop (epoxy fitting)	EA.	5	\$ 9,400.00	\$ 47,000.0
E2j	20" line stop (epoxy fitting)	EA.	5	\$14,000.00	\$70,000.00
E2k	24" line stop (epoxy fitting)	EA.	5	\$ 18,000.00	\$ 90,000.00



PROPOSAL PREPARED FOR:

Seminole County
1301 East 2nd Street
Sanford, Florida 32771
Attn: Purchasing & Contracts (PCD)

PREPARED BY:

R&M Service Solutions, LLC
7256 Westport Place, Suite A
West Palm Beach, Florida 33413

Term Contract for
Hydrant and Valve
Maintenance, Repair
and Flushing Services
IFB-603974-20/CAR



R&M SERVICE SOLUTIONS PROPOSAL FOR SERVICES

INTRODUCTION & EXPERIENCE

Seminole County
Attn: Cassandra Reyes
Title: Senior Procurement Analyst
Address: 1301 East 2nd Street
Sandford, Florida 32771

Subject: Term Contract for Hydrant and Valve Maintenance, Repair and Flushing Services –
IFB-603974-20/CAR

Dear: Cassandra Reyes

R&M Service Solutions is pleased to offer this RFP response to Seminole County for the Term Contract for Hydrant and Valve Maintenance, Repair and Flushing Services.

Valve exercising is the single most important for of preventive maintenance for improving reliability for the water distribution system. Under normal operating conditions main line valves are fully opened and fully closed only when isolation of a portion of the system is needed. Valves that remain in the either for extended period become difficult or even impossible to operate. Additionally, critical valves **MUST** be operated at any given moment when needed. Therefore, they should exercise at least once a year or more often if the water is corrosive or dirty. The more frequent the valve exercising program, the greater the chance that they will operate when needed.

Regular hydrant testing and maintenance is vital for Seminole County's fire hydrants. A number of conditions can affect a hydrant's performance including Water System improvements or changes which can affect zone valve settings, usage changes, damage from accidents or vandalism, wear and tear deterioration, mechanical malfunction and occasionally work performed on water lines without hydrant isolation valves being reopened. Uncovering any of these problems and correcting them prior to the hydrant being needed is imperative to determine fire hydrant capabilities in the event of an emergency.

In addition to determining fire flows, testing can uncover mechanical problems from valves that do not operate properly, to leaks and even pump damaging debris flowing from hydrants. Flow test data also provides essential field information to aid water service planners and the Fire Prevention Bureau to accurately estimate water main capabilities. Water main and hydrant flow capabilities influence decisions about required fire protection and fire resistance features for new developments; where priorities should be placed and Water System upgrades of older, smaller water mains.

GIS Integrated Data collected because of Valve Maintenance Program can be presented to Seminole County's integration into your database system. For repairing and replacing fire hydrants and water mains, **R&M Service Solutions** performs Line Stopping up to 60 inches, as well as scheduled water shutdowns, and offers a full complement of valve insertion

services. Using our sophisticated GPS data collection equipment, **R&M** can collect both spatial and non-spatial data and present the data to Seminole County for integration into its GIS system.

Our Staff experience includes similar work for some of the most respected utilities in the United States including Ormond Beach, FL; Allentown, PA; Dania Beach, FL; Polk County, FL; City of Melbourne, FL; Volusia County, FL; Broward County, FL; Hillsborough County, FL; and more available upon request. **R&M Service Solutions** is an Equal Opportunity Employer and has the expertise, experience, equipment and skill needed by Seminole County for a successful completion of your program.

For the Term Contract for Hydrant and Valve Maintenance, Repair and Flushing Services project, Michael George, Operations Manager of **R&M Service Solutions** will act as Project Manager (mgeorge@rmservicesolutions.com). With his outstanding commitment to quality and customer satisfaction, Michael has developed long standing relationships with customers through his ability to assume complete ownership of all aspects of a project, understanding the needs of his customers and achieving goals with honesty and integrity. He has been consistently recognized for successfully developing and implementing profitable business advance initiatives ensuring that projects are completed up to and beyond his customer's expectations.

The team at **R&M Service Solutions** look forward to partnering with Seminole County for a successful Hydrant and Valve Maintenance, Repair and Flushing Services project.

PROJECT APPROACH / DELIVERY

Valve Maintenance and Assessment (VM&A)

Valve exercising and assessment is the single most important form of preventive maintenance for improving valve reliability. Under normal operating conditions main line valves are fully opened and fully closed only when isolation of a portion of the system is needed. Valves that remain in either position for extended periods of time become difficult or even impossible to operate. Therefore, they should be exercised at least once a year or more often if the water is corrosive or dirty. The more frequent the valve exercising program, the greater the chance that they will operate when needed. Regular valve exercising and maintenance is vital for Seminole County's approximately 2,100 valves.

R&M Service Solutions' Standard VM&A Program
<p>Our Valve program is designed to maintain, exercise and assess all valves within a distribution system. The Customer designates the valves to be assessed / exercised.</p> <p><i>R&M's standard program includes:</i></p> <ul style="list-style-type: none">◆ Perform trial shut downs◆ Locate designated valves using City maps◆ Document location with GPS coordinates at sub-meter accuracy using State Plane System◆ Exercise valve w/ "down line" hydrant opened, record water loss, clean valve box as needed◆ Flush area line through hydrants to maintain water quality, record water loss◆ Document / report inoperable valves◆ Confirm / update Customer's valve inventory◆ Make corrections to GIS viewer, include updated maps

As an integral part of Distribution System management VM&A can help to locate malfunctioning, closed or frozen valves which, if not located, make isolating a specific area of a distribution system time consuming at best, and in some instances - impossible. Routine or emergency repairs must be made in a timely manner to limit costly overtime, prevent excessive water loss and to maintain superior public relations. A VM&A Program will extend the usable life of valves in a distribution system, ensure valves can be located, make certain valves can be assessed / operated as needed and it allows a Utility to more effectively plan time and costs for scheduled system repairs or improvements.

R&M Service Solutions' VM&A Program is designed to meet the requirements of environmental oversight agencies and complies with AWWA standards (including publication M44 – Distribution Valves; Selection, Installation, Field Testing and Maintenance).

R&M's technicians are trained to expertly operate water distribution valves either manually or with valve operators. The size, condition of the valve and Utility requirements determine which method is used on a case by case basis.

VM&A Operating Guidelines for Seminole County

R&M will use a two (2) person crew or multiple crews as and when needed/approved.

R&M's Standard Implementation Guidelines

4" and Smaller Gate Valve Maintenance Process

Unless otherwise directed by the Seminole County, all 4" and smaller valves will be manually operated to avoid damage.

- ◆ Locate the valve
- ◆ Position valve operator accurately for minimum interference with vehicular and / or pedestrian traffic
- ◆ Establish and set-up M.O.T. when needed
- ◆ Remove valve box lid
- ◆ Clean out valve box to access valve
- ◆ Verify location, size and operational direction of valve (left or right)
- ◆ Cross reference data supplied by Utility
- ◆ Identify type of valve if possible (older valves may be bronze disc plumbing style valves such as NIBCO or bronze ball valves of the corporation stop style - neither type will have a standard operating nut - a pronged or slotted valve wrench will need to be utilized)
- ◆ With great care, move the valve from the open position to the closed position, then back to the open position until the appropriate number of turns is accomplished.
- ◆ Unless otherwise directed by the Utility, carefully operate the valve through two (2) full cycles leaving the valve in the full open position

6" to 12" Gate Valve Maintenance Process

- ◆ Locate the valve
- ◆ Position valve operator accurately for minimum interference with vehicular and / or pedestrian traffic
- ◆ Establish and set-up M.O.T. when needed
- ◆ Verify location, size and operational direction (left or right) of valve
- ◆ Cross reference data supplied by Utility
- ◆ Identify manufacturer of valve if possible

- ◆ Verify torque requirements, actuator requirements and the number of turns from full open to full closed position with the manufacturer's specifications
- ◆ Set the hydraulic valve operator to the desired minimum torque and the appropriate number of turns for a butterfly valve not a gate valve
- ◆ Verify the operational direction of the valve (left or right)
- ◆ Move the valve from the open position to the closed position until the minimum torque limit or appropriate number of turns is achieved (if torque limit is reached prior to obtaining the appropriate number of turns, continue to operate the valve by repeating the process and slowly increasing the torque limit up to the maximum torque limit of 300 ft. lb., on actuators with wrench nut or 200 ft. lb. on actuators with hand / chain wheel until the appropriate number of turns are obtained - DO NOT EXCEED THE MAXIMUM TORQUE LIMIT
- ◆ Unless otherwise directed by the Utility, cycle the valve through two (2) full cycles leaving the valve in the fully open position

16" and Larger Non-Geared Gate Valve Maintenance Process

- ◆ Locate main line valve (and by-pass valve, if applicable)
- ◆ Position valve operator accurately for minimum interference with vehicular and / or pedestrian traffic
- ◆ Position valve operator accurately for minimum interference with vehicular and / or pedestrian traffic
- ◆ Establish and set-up M.O.T. when needed
- ◆ Remove valve box lid and / or open valve vault hatch covers
- ◆ Clean out valve box or vault to access valve
- ◆ Verify location, size and operational direction of main line valve (left or right) and by-pass valve if applicable
- ◆ Cross reference data supplied by Utility
- ◆ Identify size and type of main line valve and by-pass valve, if applicable
- ◆ Determine if valve is geared
- ◆ Identify type of valve if possible
- ◆ Verify torque requirements and the number of turns from full open to full closed position, for both the by-pass valve (if applicable) and main valve, with the manufacturer's specifications
- ◆ Set the hydraulic valve operator (first for by-pass valve, if applicable) to the desired minimum torque and the appropriate number of turns
- ◆ Move the valve from the open position to the closed position until the minimum torque limit or appropriate number of turns is achieved (if torque limit is reached prior to obtaining the appropriate number of turns, continue to operate the valve by repeating the process and slowly increasing the torque limit up to the maximum torque limit until the appropriate number of turns are obtained - DO NOT EXCEED THE MAXIMUM TORQUE LIMIT
- ◆ Unless otherwise directed by the Utility, cycle the main line valve, and by-pass valve if applicable, through two (2) full cycles leaving the valve in the fully open position

16" and Larger Geared Gate Valve Maintenance Process

- ◆ Locate main line valve and the by-pass valve, if applicable
- ◆ Position valve operator accurately for minimum interference with vehicular and / or pedestrian traffic
- ◆ Establish and set-up M.O.T. when needed
- ◆ Remove valve box lid and / or open valve vault hatch covers
- ◆ Clean out valve box or vault to access valve

- ◆ Verify location, size and operational direction (left or right) of main line valve (and by-pass valve if applicable)
- ◆ Cross reference data supplied by Utility
- ◆ Identify size and type of main line valve and by-pass valve, if applicable
- ◆ Determine if valve is geared
- ◆ Identify manufacturer of valve if possible
- ◆ Verify torque requirements and the number of turns from full open to full closed position, for both the by-pass valve (if applicable) and main valve, with the manufacturer's specifications
- ◆ If valve is geared, activate gear reduction mode on hydraulic valve operator and enter appropriate torque range
- ◆ Set the hydraulic valve operator (first for by-pass valve, if applicable) to the desired minimum torque and the appropriate number of turns
- ◆ Move the valve from the open position to the closed position until the minimum torque limit or appropriate number of turns is achieved (if torque limit is reached prior to obtaining the appropriate number of turns, continue to operate the valve by repeating the process and slowly increasing the torque limit up to the maximum torque limit until the appropriate number of turns are obtained - DO NOT EXCEED THE MAXIMUM TORQUE LIMIT
- ◆ Unless otherwise directed by the Utility, cycle the main line valve and by-pass valve if applicable, through two (2) full cycles leaving the valve in the fully open position

Butterfly Valve Maintenance Process

- ◆ Locate the valve
- ◆ Position valve operator accurately for minimum interference with vehicular and / or pedestrian traffic
- ◆ Establish and set-up M.O.T. when needed
- ◆ Verify location, size and operational direction (left or right) of valve
- ◆ Cross reference data supplied by Utility
- ◆ Identify manufacturer of valve if possible
- ◆ Verify torque requirements, actuator requirements and the number of turns from full open to full closed position with the manufacturer's specifications
- ◆ Set the hydraulic valve operator to the desired minimum torque and the appropriate number of turns for a butterfly valve not a gate valve
- ◆ Verify the operational direction of the valve (left or right)
- ◆ Move the valve from the open position to the closed position until the minimum torque limit or appropriate number of turns is achieved (if torque limit is reached prior to obtaining the appropriate number of turns, continue to operate the valve by repeating the process and slowly increasing the torque limit up to the maximum torque limit of 300 ft. lb., on actuators with wrench nut or 200 ft. lb. on actuators with hand / chain wheel until the appropriate number of turns are obtained - DO NOT EXCEED THE MAXIMUM TORQUE LIMIT
- ◆ When the butterfly valve is operational, unless otherwise directed by the Utility, cycle the valve through two (2) full cycles leaving the valve in the fully open position
- ◆ If the valve remains fixed between the open and closed position, contact the Utility seeking permission to access the actuator
- ◆ If permission is obtained, access the actuator and check for jamming (if nothing is found, the interference may be in the valve)
- ◆ If, after accessing the actuator, no reason for jamming is found – STOP and contact the Utility – DO NOT ATTEMPT TO FORCE THE DISC OPEN OR CLOSED - excessive torque can severely damage internal valve and / or actuator components

Valves Found In Closed Position

If a valve is found in the closed position, **R&M's** technicians will immediately contact the Utility. If instructed to leave the valve in the closed position, **R&M's** technicians will document the appropriate data and proceed to the next valve. If our technician is instructed to operate the valve to the fully open position, the technician will proceed as accordingly for the type of valve.

Non-Operating Valves

If a technician has been unable to manipulate a valve into completing full cycle, while not exceeding the manufacturer's maximum torque limit, the technician will verify the valve is in the maximum obtainable open position, document all pertinent data and contact the Utility. **R&M's** technician will not proceed to operate the valve past the maximum recommended torque limits unless directed in person and by an on-site Utility representative.

Torque Limits for Resilient Wedge – RW or Double Disc – DD Valves

The information below has been compiled from AWWA and manufacturer specifications. Specific manufacturer requirements supersede the information in this table. 6" through 12" valves have an opening torque of approximately 30% of the closing torque; where 14" through 60" valves have an opening torque that is equal to or less than the closing torque during normal operation.

- ◆ 6" non-geared RW or DD gate valve -50 to 110 ft #
- ◆ 6" bevel geared RW or DD gate valve -30 to 64.7 ft # (Rotork) or 25 to 56.3 ft # (MasterGear)
- ◆ 6" spur gear RW or DD gate valve -50 to 60.1 ft # (Rotork)
- ◆ 8" non-geared RW or DD gate valve -75 to 150 ft #
- ◆ 8" bevel geared RW or DD gate valve -45 to 88.2 ft # (Rotork) or 40 to 76.7 ft # (MasterGear)
- ◆ 8" spur geared RW or DD gate valve -40 to 82 ft # (Rotork)
- ◆ 10" non-geared RW or DD gate valve -90 to 185 ft #
- ◆ 10" bevel geared RW or DD gate valve -50 to 108.8 ft # (Rotork) or 45 to 94.6 ft # (MasterGear)
- ◆ 10" spur geared RW or DD gate valve -50 to 101.1 ft # (Rotork)
- ◆ 12" non-geared RW or DD gate valve -100 to 225 ft #
- ◆ 12" bevel geared RW or DD gate valve -115 to 132.4 ft # (Rotork) or 105 to 115.1 ft # (MasterGear)
- ◆ 12" spur geared RW or DD gate valve -60 to 123 ft # (Rotork)
- ◆ 14" non-geared RW or DD gate valve -110 to 225 ft #
- ◆ 14" bevel geared RW or DD gate valve -30 to 75 ft # (Rotork) or 25 to 58.8 ft # (MasterGear)
- ◆ 14" spur geared RW or DD gate valve -25 to 61 ft # (Rotork 4.1:1), or 55 to 117.9 ft # (Rotork)
- ◆ 16" non-geared RW or DD gate valve -110 to 225 ft #
- ◆ 16" bevel geared RW or DD gate valve -130 to 161.8 ft # (Rotork 2:1) or 45 to 91.7 ft # (Rotork 4:1), or 35 to 71.9 ft # (MasterGear)
- ◆ 16" spur geared RW or DD gate valve -30 to 61 ft # (Rotork 4.1:1), or 55 to 117.9 ft # (Rotork 2.12:1)
- ◆ 18" non-geared RW or DD gate valve -110 to 225 ft #
- ◆ 18" bevel geared RW or DD gate valve -80 to 161.8 ft # (Rotork 2:1) or 90 to 91.7 ft # (Rotork 4:1), or 35 to 71.9 ft # (MasterGear 4.5:1)
- ◆ 18" spur geared RW or DD gate valve -35 to 74.5 ft # (Rotork 4.1:1), or 70 to 144.1 ft # (Rotork 2.12:1)

- ◆ 20" non-geared RW or DD gate valve -100 to 300 ft #
- ◆ 20" bevel geared RW or DD gate valve -65 to 176.5 ft # (Rotork 2:1) or 50 to 100 ft # (Rotork 4:1), or 35 to 78.4 ft # (MasterGear 4.5:1)
- ◆ 20" spur geared RW or DD gate valve -40 to 81.3 ft # (Rotork 4.1:1), or 75 to 157.2 ft # (Rotork 2.12:1)
- ◆ 20" butterfly valve -100 to 300 ft #
- ◆ 24" non-geared RW or DD gate valve -160 to 325 ft #
- ◆ 24" bevel geared RW or DD gate valve -60 to 127.5 ft # (Rotork 3:1) or 50 to 108.3 ft # (Rotork 4:1), or 40 to 85 ft # (MasterGear 4.5:1)
- ◆ 24" spur geared RW or DD gate valve -40 to 88.1 ft # (Rotork 4.1:1), or 60 to 120.4 ft # (Rotork 3:1)
- ◆ 24" butterfly valve -100 to 300 ft #
- ◆ 30" non-geared RW or DD gate valve -150 to 450 ft #
- ◆ 30" bevel geared RW or DD gate valve -80 to 176.5 ft # (Rotork 3:1) or 65 to 132.4 ft # (Rotork 4:1), or 60 to 125 ft # (Limitorque 4:1)
- ◆ 30" spur geared RW or DD gate valve -60 to 127.8 ft # (Rotork 4:1), or 80 to 166.7 ft # (Rotork 3:1)
- ◆ 30" butterfly valve -100 to 300 ft #
- ◆ 36" non-geared RW or DD gate valve -200 to 550 ft #
- ◆ 36" bevel geared RW or DD gate valve -80 to 161.8 ft # (Rotork 4:1) or 75 to 152.8 ft # (Limitorque 4:1)
- ◆ 36" spur geared RW or DD gate valve -75 to 156.3 ft # (Rotork 4:1)
- ◆ 36" butterfly valve -100 to 300 ft #
- ◆ 42" non-geared RW or DD gate valve -200 to 700 ft #
- ◆ 42" bevel geared RW or DD gate valve -100 to 205.9 ft # (Rotork 4:1) or 90 to 194.4 ft # (Limitorque 4:1)
- ◆ 42" spur geared RW or DD gate valve -90 to 198.9 ft # (Rotork 4:1)
- ◆ 42" butterfly valve -100 to 300 ft #
- ◆ 48" non-geared RW or DD gate valve -300 to 800 ft #
- ◆ 48" bevel geared RW or DD gate valve -115 to 235.3 ft # (Rotork 4:1) or 110 to 222.2 ft # (Limitorque 4:1)
- ◆ 48" spur geared RW or DD gate valve -110 to 227.3 ft # (Rotork 4:1)
- ◆ 48" butterfly valve -100 to 300 ft #
- ◆ 54" non-geared RW or DD gate valve -300 to 850 ft #
- ◆ 54" bevel geared RW or DD gate valve -120 to 240 ft #
- ◆ 54" spur geared RW or DD gate valve -110 to 227 ft #
- ◆ 54" butterfly valve -100 to 300 ft #
- ◆ 60" non-geared RW or DD gate valve -350 to 900 ft #
- ◆ 60" bevel geared RW or DD gate valve -125 to 250 ft #
- ◆ 60" butterfly valve -100 to 300 ft #

FIRE HYDRANT MAINTENANCE AND ASSESSMENT (FHM&A)

Assessing and maintaining Fire Hydrants is fundamental in Distribution System Management to protect the public welfare, improve a utility's ISO rating and can aid in maintaining water quality when incorporated into an organized flushing program.

R&M Service Solutions' Standard FHM&A Program
<p>Our Fire Hydrant program is designed to maintain and service all fire hydrants within a distribution system. The customer designates the hydrants within the system to be serviced.</p> <p><i>R&M's standard program includes:</i></p> <ul style="list-style-type: none">• Hydrant lubrication - operating nut area / nozzles• Complete static test, ensure main valve fully closes, seals and barrel drains• Fire flow testing• Clear weeds / grass around fire hydrant for optimal visibility• Note / repair operational deficiencies• Confirm NFPA / local code conformity• Verify / test hydrant isolation valve including all services in Valve Exercise and Assessment Program• Provide GPS coordinates with sub-meter accuracy using State Plane System• Confirm / update Customer's fire hydrant inventory• Make corrections to GIS viewer, include updated maps• Replace fire hydrants as needed

Regular hydrant testing and maintenance is vital for fire hydrants. A number of conditions can affect a hydrant's performance including Water System improvements or changes affecting zone valve settings, usage changes, damage from accidents or vandalism, wear and tear deterioration, mechanical malfunction and occasionally work performing on water lines without hydrant isolation valves being reopened. Uncovering any of these problems and correcting them prior to the hydrant being needed is imperative to determine fire hydrant capabilities in the event of an emergency.

Table 1: Programs can be customized to suit the client's specific needs

In addition to determining fire flows, testing can uncover mechanical problems from valves that do not operate properly, to leaks and even pump damaging debris flowing from hydrants. Flow test data also provides essential field information to aid water service planners and the Fire Prevention Bureau to accurately estimate water main capabilities. Water main and hydrant flow capabilities influence decisions about: required fire protection and fire resistance features for new developments; where priorities should be placed and Water System upgrades of older, smaller water mains.

R&M's FHM&A program is designed to comply with AWWA Waterworks Distribution Standards (M17) and meet the requirements of oversight environmental agencies.

When a fire hydrant has been installed according to industry standards with an isolation valve, blocking or restraint, and provisions for drainage; a malfunctioning hydrant may be manipulated back into operation through re-lubrication and proper cycling during maintenance. In many cases, internal upper- and lower-barrel repairs can be accomplished without excavation. If this cannot

be safely accomplished, or if a compromised or missing isolation valve is involved, the condition then necessitates partial distribution system isolation through shut down or line stopping.

Line Stops

Line stops can drastically reduce the amount of water main to be isolated. **R&M Service Solutions** can safely install double or single line stops up through 60". **R&M's** services include excavation, locates, M.O.T.'s, repairs and restoration to pre-excavation condition.

Wet Taps

R&M Service Solutions can install a new fire hydrant without shutdown by performing a *wet tap*. And in many situations our technicians can tie back an un-restrained isolation valve to the distribution system tee without isolating the distribution system.

Wet tapping is a very cost-effective process of adding a new service into an existing pressurized line without interruption of your system. Wet taps are made with the water main under pressure; the water service does not need to be interrupted and there is less chance of contamination. Connecting or replacing of lateral valves, lateral lines and service lines to mains or other water lines are just a few examples of smaller (3/4" through 2") wet tap usage. Other uses for smaller wet taps include sample point access, disinfectant or additive injection, immediate area flushing or bulk water *filling station* installation.

Larger wet taps (4" or greater) are utilized for fire hydrant installation, larger service taps, valve relocation, water system re-routing and water main extension.

GEOSPATIAL DATA CREATION, MANAGEMENT, ANALYSIS, AND DISTRIBUTION

For more effective management in both the day-to-day and the long-range operations, GIS is helping Utilities unify by integrating information from many sources, both internal and external, into a common framework. As Utilities merge and the workforce shrinks, sharing workflows in an automated and systematic way is crucial. Better information and a framework for understanding and collaboration are needed.

The enterprise GIS platform facilitates collaboration by unifying the underlying data infrastructure and workflows with other key utility information system (IS) platforms such as SCADA; enterprise resource planning (ERP); asset, work, and outage management; and field force automation. By using this common geographic language, Utility managers discover new insights that they can transform into tangible business results such as lower costs, improved asset utilization, and quicker customer hookup.

New technology such as Web services, location-based services, geoprocessing, loosely connected distributed spatial databases, smart clients, and intelligent GIS unifies information for Utility executives, managers, and operators. Decision making, communication, and asset management can be based on the same information throughout the organization.

Using GPS for GIS data collection and data maintenance is essential for timely decision-making and wise use of resources. Any organization or agency that requires accurate location information can benefit from the efficiency and productivity provided by GPS technology. All over the world,

government agencies, scientific organizations, and utility companies use GIS data collection and data maintenance systems to stay up-to-date and competitive.

The Utility Industry is at the forefront when it comes to the use of GPS and GIS technologies. From electric, gas and water utilities to telecommunications companies, geospatial technologies are making it easier for utility workers to manage their complex field assets.

QUALITY MANAGEMENT SYSTEM

Principles

R&M Service Solutions is committed to exceeding customer expectations through implementation and continuous improvement of our Quality Management System. Absolute customer satisfaction is the expectation and is achieved through supplying superior products and services, on-time, at a competitive price.

R&M's Quality Management System is based on two simple principles: ***fit for purpose*** and ***right first time***.

***** Fit For Purpose *****

The products and services we provide should be suitable for the intended purpose and meet the customer's needs.

***** Right First Time *****

R&M places a strong focus on performing the right process for the job at hand. Our motto is *"mistakes should be eliminated – period"*.

Company Quality

R&M Service Solutions has developed and implemented *Company Quality* to demonstrate its ability to consistently provide products and services that meets customer, statutory and regulatory requirements; and to address customer satisfaction through the effective application of the system, including continual improvement and the prevention of nonconformity.

The company-wide quality approach places an emphasis on four aspects:

1. Elements such as controls, job management, adequate processes, performance and integrity criteria and identification of records
2. Competence such as knowledge, skills, experience, qualifications
3. Soft elements, such as personnel integrity, confidence, organizational culture, motivation, team spirit and quality relationships
4. Infrastructure (as it enhances or limits functionality)

Quality Assurance

Quality Assurance is another aspect of our Quality Management System. Quality Assurance is more than just testing the quality or aspects of a product, service or facility, it analyzes the quality to make sure it conforms to specific requirements, complies with established plans and suits the customer's needs. We are constantly checking our processes to find areas that need improvement and acting on those accordingly to ensure we provide the best products and services to our customers.

Quality System Management Commitment

R&M's management is committed to the development and implementation of the quality management system and continually improves its effectiveness by:

- Communicating the importance of meeting customer as well as statutory and regulatory requirements
- Establishing a quality policy
- Establishing quality objectives
- Conducting management reviews
- Ensuring the availability of resources

Quality Model



R&M has adopted the *PDCA* model of quality management:

PLAN **Plan** to improve operations first by finding out what problems are faced; determine ideas for solving these problems. Establish objectives and processes necessary to deliver results in accordance with expected outcomes. By making the expected outcome the focus, this quality method differs from other techniques in that the completeness and accuracy of the specification is also part of the improvement.

DO **Do** changes designed to solve the problems. Implement new processes to find resolution to problems and better methods or procedures.

CHECK **Check** whether changes are achieving full desired result. Continuously check activities to ensure quality of output is known at all times to identify new problems if they occur.

ACT **Act** to implement changes. Make changes a routine part of the activity. **Act** to involve other persons (other partners, suppliers, or customers) affected by these changes and whose cooperation is needed to implement on a larger scale. Identify those who may benefit from what has been learned. Measure new processes and compare actual results against expected results to ascertain any differences. Analyze the differences to determine their cause

Management Commitment

R&M's management is committed to the development and implementation of the quality management system and continually improves its effectiveness by:

- Communicating the importance of meeting customer as well as statutory and regulatory requirements
- Establishing a quality policy
- Establishing quality objectives

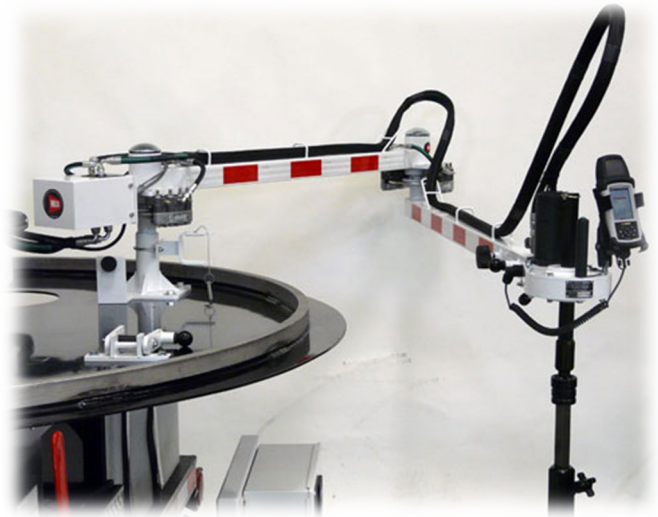
- ◆ Conducting management reviews
- ◆ Ensuring the availability of resources

EQUIPMENT

The following types of equipment will be used on the Seminole County's Term Contract for Hydrant and Valve Maintenance, Repair and Flushing Services:

Valves

- ◆ Trailer mounted hydraulic valve operator with adjustable torque control (Wachs ERV-750)
- ◆ High power vacuum for valve box / vault clean outs
- ◆ Extendable valve keys for manual operation
- ◆ Miscellaneous hand tools
- ◆ Arrow Board / signage
- ◆ Warning lights on trucks
- ◆ Traffic Control equipment including properly sized traffic cones with reflective stripes, as needed
- ◆ All necessary safety equipment including Rose – confined space entry equipment, Crowcon Air Monitoring / Gas Detection as needed
- ◆ Valve and hydrant information tracking and logging system



Hydrants

- ◆ Fire flow testing equipment
- ◆ Miscellaneous hand tools
- ◆ Arrow Board / signage
- ◆ Warning lights on trucks
- ◆ Traffic Control equipment including properly sized traffic cones with reflective stripes, as needed
- ◆ All necessary safety equipment including Rose – confined space entry equipment, Crowcon Air
- ◆ Valve and hydrant information tracking and logging system

GPS/GIS

- ◆ Trimble® R2
- ◆ iamGIS Software
- ◆ iamGIS was built specifically for municipal & utility use (operators, field crew, office staff)
- ◆ iamGIS is extremely user-friendly
- ◆ iamGIS can easily be used out in the field on any cellular phone or tablet
- ◆ Users can easily Bluetooth a GPS receiver to a phone or tablet
- ◆ iamGIS customers get UNLIMITED: users, data/media storage & customer support
- ◆ iamGIS Combines an array of functionality in one easy-to-use, real-time solution:
 - GIS & Asset Management
 - Work orders for maintenance & task management
 - Facility management
 - Digital media linked directly to an asset in real-time
 - Text & email notifications

OUR REFERENCES

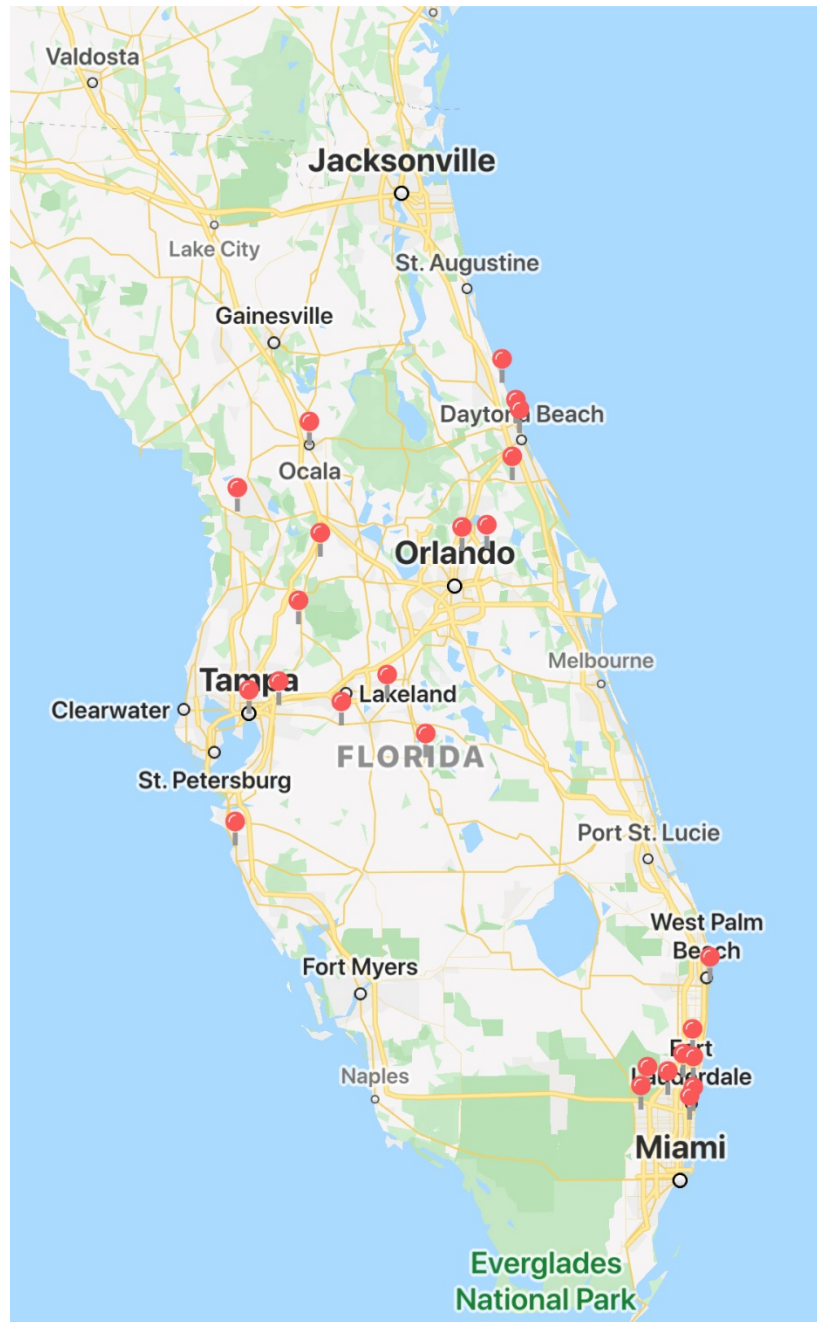
References

Fire Hydrant & Valve Programs:

Client	Contact	Service
Sarasota County, FL 1660 Ringling Blvd, Sarasota, FL 34236	Jason "Jay" Brown Field Services Operations Manager Sarasota County (941) -650-3728 Jason.brown@scgov.net	Valve Exercising
Volusia County, FL 3151 E. New York Ave, 2 nd Floor, Deland, FL 32724	Samuel Farrell – Collection & Distribution Supervisor (386) 822-6465, (386) 822-6466 FAX Sfarrell@volusia.org	Fire Hydrant Maintenance Program
City of Port St. Lucie, FL 900 SE Ogden Lane, Port St. Lucie, FL 34983	Keith Fultz - Inspector, Utility Systems (772) 873-6400 Kfultz@cityogpsl.com	ARV Replacement
City of Flagler Beach, FL 105 S 2 nd Street, P.O Box 70 Flagler Beach, FL 32136	Allen Watts – Utility Operations & Maintenance Supervisor (386) 276-0180 Awatts@cityofflaglerbeach.com	Valve & Fire Hydrant maintenance, repairs, and replacement
City of Weston, FL 2599 S Post Rd, Weston, FL 33327	Jose Casio – Public Works Engineer (954) 385-2600, (954) 385-2610 FAX Jcasio@westonfl.org	Valve Exercising, Fire Hydrant maintenance (painting included) & ARV replacement
Brevard County, FL 2725 Judge Fran Jamieson Way, A-213, Melbourne, FL 32940	Pat Golyer – Utilities Operations Superintendent (321) 863-6871 Pat.golyer@brevardfl.gov	Hydrant, Valve and ARV maintenance, repairs, and replacements.
Citrus County, FL 3600 W. Sovereign Path, Lecanto, FL 34461	Dane Bargiel, Operations & Maintenance Director (352) 400-0146 Gary.loggins@citrusbocc.com	Fire Hydrant Maintenance and Valve Maintenance Program
Seminole County, FL 3300 Dike Road, Winter Park, FL 32792	Chris Graybosch – Water Distribution Supervisor (407) 840-4058 Cgraybosch@seminolecountyfl.gov	Fire Hydrant & Valve Maintenance, repairs and replacements.
City of Boca Raton, FL 1401 Glades Road, Boca Raton, FL 33431	Lisa Wilson-Davis, Operations and Environmental Compliance Manager (561) 338-7310, (561) 338-7345 FAX Lwilsondavis@myboca.us	Fire Hydrant Maintenance (painting included) and Valve Maintenance
Sumter County, FL 7375 Powell Road, Wildwood, FL 34785	Damon Allen, Battalion Chief SCFEMS, B-Shift (352) 569-6844 Damon.allen@sumtercountyfl.gov	Fire Hydrant & valve Maintenance Program

City of Coconut Creek, FL 4800 West Copans Road, Coconut Creek, FL 33063	Jean Dupuis – Deputy Director of Utilities & Engineering (954) 973-6786 Jdupuis@coconutcreek.net	Fire Hydrant & valve Maintenance Program
City of Pompano Beach, FL 1205 NE 5 th Avenue, Pompano Beach, FL 33060	Bray Ben – Utilities Field Superintendent (954) 786-5508 Bray.ben@copbfl.com	Fire Hydrant & valve Maintenance Program
Sarasota County, FL 1660 Ringling Blvd, Sarasota, FL 34236	Jason “Jay” Brown Field Services Operations Manager Sarasota County (941) -650-3728 Jason.brown@scgov.net	Valve Exercising
City of Dade City, FL 14302 Delmar Street, Dade City, FL 33523	Jay Sheridan – Utilities Manager (813) 601-4039 Jsheridan@dadecityfl.com	Fire Hydrant & valve Maintenance Program
Town of Longboat Key, FL 501 Bay Isles Road, Longboat Key, FL 34228	Richard Walters – Water Treatment Operator (941) 316-1988 Rwalters@longboatkey.org	Fire Hydrant maintenance, repair and replacement
City of Longwood, FL 907 E State Road 434, Longwood, FL 32750	Richard Kornbluh - Utilities Manager (407) 263-2388, (407) 263-2390 FAX RKornbluh@longwoodfl.org	Fire Hydrant Maintenance/Repair & Valve Maintenance
Broward County, FL 115 S. Andrews Ave, Suite A600 Fort Lauderdale, 33301	Juan Robby, Utilities Operations Manager (954) 831-3249, (954) 831- 0819 FAX	Fire Hydrant Maintenance & Valve Maintenance
City of Ormond Beach, FL 501 N. Orchard St Ormond Beach, FL 32174	Michael Dunn, P.E. Utilities Engineering Manager (386) 676-3269, (386) 676-3304 FAX Michael.dunn@ormondbeach.org	Fire Hydrant & Valve Maintenance Program
City of Holly Hill, FL 453 LPGA Boulevard, Holly Hill, FL 32117	Andy Armstrong – Drinking Water Supervisor (386) 248-9463 (386) 248-9499 FAX Aarmstrong@hollyhillfl.org	Fire Hydrant & Valve Repair/Replacement
City of Mulberry, FL. 500 S.W. 2 nd Street, Mulberry, FL 33860	John Wright, Utilities Director (863) 661-8954 (863) 425-5497 FAX Jwright@cityofmulberryfl.com	Fire Hydrant Testing & Repair
City of Frostproof, FL 111 West First Street, Frostproof, FL 33843	James Keene, Public Works Director (863) 528-2184 Jkeene@cityoffrostproof.com	Fire Hydrant Testing & Repair

City of Dania Beach, FL 116 W Dania Beach Blvd, Dania Beach, FL 33004	Michael Cassano, Deputy Fire Chief (954) 924-6815 x3722, (954) 921-0959 FAX	Fire Hydrant Maintenance
Polk County, FL 1011 Jim Keene Blvd, Winter Haven, FL 33880	Don Silvia, Utilities Underground Manager (863) 298-4265, (863) 298-4111 FAX Donsilvia@polk-county.net	Fire Hydrant & Valve Maintenance Program
City of Melbourne, FL 900 E. Strawbridge Ave, Melbourne, FL 32901	Mike Brink, Utility Operations Superintendent (321) 722-5373, (321) 674-5750 FAX Mbrink@mlbfl.org	Fire Hydrant Maintenance Program
City of Tampa, FL 306 E Jackson St, Tampa, FL 33602	Zach Worley – Engineer (813) 344-8369 (813) 274-7435 FAX Zachary.worley@tampa.gov.net	Valve Maintenance Program
Hillsborough County, FL 925 E. Twiggs Street, Tampa, FL 33602	Gil Gardner, Utilities Manager – Line Maintenance (813) 554-5010, (813) 554-5066 FAX Ggardner@hcfllgov.net	Fire Hydrant & Valve Maintenance Program



Michael G. George

352-200-9631 Cell

mgeorge@rmservicesolutions.com

Qualifications

- ❖ *Highly Skilled in organizational management.*
- ❖ *Proven Ability to effectively handle multiple tasks and changing levels of responsibilities.*
- ❖ *Quick Study with ability to easily grasp and implement new ideas, concepts, methods, and technologies.*
- ❖ *Energetic and self-motivated team player/builder.*
- ❖ *Thrive in both independent and collaborative work environments.*

Computer Skills

- Windows
- MS Word
- MS Word
- MS Excel
- MS PowerPoint

Education/Training

Twin Lakes High School 1983
Technical Training

Professional Certifications

- ✦ FDEP Level 1 Distribution System Operator
- ✦ FWPCOA A Wastewater Collection
- ✦ FWPCOA C Storm Water C Certification
- ✦ Defensive Driving Course National Safety Council (2009)
- ✦ Project Management Procedures (2009)
- ✦ Creative Problem Solving (2009)
- ✦ Understanding Job Tracking (2009)
- ✦ Understanding Estimating (2009)
- ✦ Contracts & Change Orders (2009)
- ✦ Intermediate Work Zone Traffic Control (10)
- ✦ NUCA Excavation Safety & Competent Person Training Program (2009)
- ✦ NUCA Confined Space Entry Program
- ✦ Florida Stormwater Association Stormwater Operator- Level I

Professional Affiliations

- FSAWWA Mac Council
- FSAWWA Distribution Awards Chair Person

Professional Experience

R&M Service Solutions

November 2013 - Present

Dade City, Florida 33525

Position: Business Development Manager / Operations Manager

Contacting new clients and providing them information on our products and services•Heavy networking •Researching and responding to client's inquiries•Search new leads and secure business through pro-active approaches•Identifying, qualifying and capturing new business nationally•Active contribution to our growth strategy and wider business plan•Delivery of results against set objectives•Work with and respond to complex, large business Request for Proposals.

MasTec North America Inc.

August 2012 - November 2013

Tampa, Florida, 33619

January 2009 - January 2012

Position: Estimator/Supervisor

Coordinated with department personal to assist them in establishing the project scope and standards of construction projects•Assessed scope and location of the work activity•Estimated equipment, manpower, cost of project, and materials required accomplishing each project•Made sketches or blueprints to detail work to be accomplished•Assisted in the establishment of job priority based on general guidelines•Inspected construction sites, buildings to determine work needed to maintain buildings and construction sites to code and desired standards• Interviewed, trained, motivated, assigned and evaluated work, disciplined employees according to established procedures•Performed safety meetings•Planned scheduled, selected or approved, and requested necessary equipment and related supplies.

City of Homestead

January 2012 - August 2012

Homestead, Florida 33030

Position: Operations Manager

Supervision of skilled, semi-skilled and non-skilled personnel•Personnel functions includes landscaping maintenance, construction, repair and maintenance of public buildings, streets, street sweeping, repair of private property damaged by city equipment, alleyways, sidewalks, curbs, storm drains, swale areas, parking lots, all parks and municipality properties, care and maintenance of City equipment•Assisted in the preparation of short and long range objectives and goals•Assisted in preparation of annual budget and monitor expenditures and revenues•Work is specialized and required the coordination of the work force, materials, and equipment to accomplish tasks•Work evaluated by observation in progress and review of completed tasks.

Consolidated Pipe and Supply

November 2007 - January 2009

Orlando, Florida, 32808

Position: Outside Sales / Municipal Sales

Responsible for outside sales, Municipal sale in Central and West coast of Florida•Providing education on products, and AWWA Standards.

Professional Experience - Continued

Municipal Waterworks

November 2006 - October 2007

Orlando, Florida, 32808

Position: Outside Sales / Municipal Sales

Responsible for outside sales, Municipal sale in Central and West coast of Florida●Providing education on products, and AWWA Standards.

Hughes Supply / HD Supply

February 2005 - November 2006

Orlando, Florida 32803

Position: Outside Municipal Sales

Responsible for outside Municipal Sales in the South Florida Area●Providing product knowledge and uses for municipal applications●Sales manager over 150 accounts in the South Florida area on the East and West coast area.

Village of Wellington

October 2003 - February 2005

Wellington, Florida, 33414

Position: Utility Field Manager

Responsible for planning and supervisory oversight of water and wastewater distribution and collections systems and meter services for the Village. Employees in this classification are responsible for effective management and supervision of maintenance crews, technical personnel and contract work. Functional areas under charge include water distribution, wastewater collections, lift stations, and meter service

City of West Palm Beach

June 2002 - October 2003

West Palm Beach, Florida, 33401

1985 to 2001

Utilities Engineering Division

Position: Utilities Construction Coordinator

Inspects utility construction projects to ensure the project meets construction guidelines and conforms to city standards and specifications●Inspects all phases of public construction projects, including but not limited to, trenching, pipe installation, manholes, water or sewer services, fire lines and hydrants, pump stations, aerial and subaqueous crossings, air release units and structures, roadways, sidewalks, landscapes, jack, base installations, building, landscaping●Oversees work of contractors to ensure work meets contract specifications●Coordinates projects with private engineers, City engineers, City maintenance personnel, utility representatives and other government entities (County, FDOT, South Florida Water Management, etc.)●Maintains records of ongoing construction for as-built references, pay request approval and plan verification●Makes field adjustments and redesign decisions to resolve problems or conflicts and authorizes change orders regarding it●Assumes administrative control for project budgets●Attended pre-construction meetings with City design engineers to review plans for utility projects●Conducts tests of water and sanitary sewer systems to determine acceptability and compliance with design specifications●Conducts final walk-through of construction projects●Responded to questions, concerns and complaints regarding utility construction projects●Reviewed and comments on design plans and specifications prior to bid.

Utilities Distribution and Collection

July 1999 - January 2001

Position: Utilities Maintenance Superintendent

Interviews, trains, motivate, assigns and evaluates work, and disciplines employees according to established City procedures. Conducts performance appraisals●Support and actively promote the City's safety programs●Oversees and directs daily activities of a Division, such as specialized electrical services and street lighting, cleaning, maintaining and repair of streets and right-of-ways, repair and maintenance of water distribution, sanitary collection or storm water systems, lift station, and centralized maintenance●Develops, recommends and implements the budgets for the Division●Plans, schedules, select or approve, and requisitions necessary equipment and related supplies●Receives, investigates, and responds to citizen questions and complaints●Inspects completed work to ensure proper work performance.

Position: Infrastructure Operations Coordinator, Field Ops.

December 1997 - July 1999

Interviews, trains, motivate, assigns and evaluates work, and disciplines employees according to established City procedures. Conducts performance appraisals●Supports and actively promotes the City's safety programs●Plans, organizes, directs and controls infrastructure operations●Develops and recommends tactical, strategic plans and policies for assigned areas and

coordinates efforts with other City staff and outside entities•Develop and monitor operational and capital budgets• Negotiates, awards, and oversees and inspects contract work•Reviews requests for adjustments or changes to Union contracts and negotiates with the Union•Met with neighborhood and community groups to answer questions and address issues• Investigates and responds or coordinates response to citizen questions and complaints; collaborates with the Mayor's Response Team in resolving issues.

Position: Utilities Maintenance Supervisor

April 1985 - December 1997

Delegated and supervised work crews in construction and maintenance of the water distribution and sanitary sewer collection system•Operated machinery and automotive equipment, arrange and supervised the movement of tools, equipment, and crews•Maintained work records of assignments, make detailed sketches and prepare progress reports and time/cost accounting reports•Planned construction activities from blue prints and sketches•Communicate plans and work activities, with consumers and contractors regarding planned and on-going projects.

J & M Utilities Service

February 2001 - June 2002

West Palm Beach

Position: Owner and Operator

Distributor of sewer equipment and chemicals•Contractor repair of sewer lift stations and force mains.

Florida Water & Pollution Control Operators Association

Voluntary Certification Program

hereby certifies that

Michael George

has met the requirements for certification

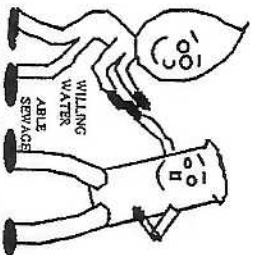
as

Class A

Wastewater Collection Technician

Certificate Number 465

Date issued August 13, 1999



FW & PCOA

Heather Kama

President, FW&PCOA

K M Kelland

Chairman, Voluntary Certification Board



State of Florida

Department of Environmental Protection

OPERATOR CERTIFICATION PROGRAM

2600 BLAIR STONE ROAD, M.S. 3506

TALLAHASSEE, FLORIDA 32399-2400

(850)245-7500

MICHAEL G. GEORGE

10482 DUNKIRK ROAD
SPRING HILL, FL 34608

State of Florida

Department of Environmental Protection

LICENSE NO.: 0018509 DATE ISSUED: 4/25/2019

CLASS 1 DISTRIBUTION SYSTEM OPERATOR

MICHAEL G. GEORGE

IS LICENSED UNDER PROVISIONS OF CHAPTER 403, FLORIDA STATUTES

VALID UNTIL: 4/30/2021



State of Florida

Department of Environmental Protection

ISSUED: 4/25/2019

LICENSE NO.: 0018509

THE CLASS 1 DISTRIBUTION SYSTEM OPERATOR NAMED BELOW IS LICENSED
UNDER THE PROVISIONS OF CHAPTER 403, FLORIDA STATUTES.

VALID UNTIL: 4/30/2021

MICHAEL G. GEORGE

RON DESANTIS

NOAH VALENSTEIN

GOVERNOR

DISPLAY IS REQUIRED BY LAW

SECRETARY



Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

RAKOCZY, JOHN ROBERT

R&M SERVICE SOLUTIONS, LLC
39015 CR 54
ZEPHYRHILLS FL 33540

LICENSE NUMBER: CUC1225260

EXPIRATION DATE: AUGUST 31, 2022

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This is your license. It is unlawful for anyone other than the licensee to use this document.



R&MSERV-01

EDENL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/11/2020

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

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

PRODUCER License # 0E67768 Insurance Office of America Abacoa Town Center 1200 University Blvd, Suite 200 Jupiter, FL 33458	CONTACT NAME: Janeth Borno PHONE (A/C, No, Ext): (561) 721-3745 FAX (A/C, No): E-MAIL ADDRESS: Janeth.Borno@ioausa.com												
INSURER(S) AFFORDING COVERAGE													
INSURED R&M Service Solutions, LLC 7256 Westport Place, Suite A West Palm Beach, FL 33413	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A: Continental Casualty Company</td> <td style="width: 20%; text-align: center;">NAIC # 20443</td> </tr> <tr> <td>INSURER B: National Union Fire Insurance Company of Pittsburg PA</td> <td style="text-align: center;">19445</td> </tr> <tr> <td>INSURER C: Transportation Insurance Company</td> <td style="text-align: center;">20494</td> </tr> <tr> <td>INSURER D: Travelers Property Casualty Company of America</td> <td style="text-align: center;">25674</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER A: Continental Casualty Company	NAIC # 20443	INSURER B: National Union Fire Insurance Company of Pittsburg PA	19445	INSURER C: Transportation Insurance Company	20494	INSURER D: Travelers Property Casualty Company of America	25674	INSURER E:		INSURER F:	
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> CLAIMS-MADE </div> <div> <input checked="" type="checkbox"/> OCCUR </div> </div>	X	X	6042667780	7/21/2020	7/21/2021	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">EACH OCCURRENCE</td> <td style="width: 20%; text-align: right;">\$ 1,000,000</td> </tr> <tr> <td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td> <td style="text-align: right;">\$ 100,000</td> </tr> <tr> <td>MED EXP (Any one person)</td> <td style="text-align: right;">\$ 15,000</td> </tr> <tr> <td>PERSONAL & ADV INJURY</td> <td style="text-align: right;">\$ 1,000,000</td> </tr> <tr> <td>GENERAL AGGREGATE</td> <td style="text-align: right;">\$ 2,000,000</td> </tr> <tr> <td>PRODUCTS - COMP/OP AGG</td> <td style="text-align: right;">\$ 2,000,000</td> </tr> <tr> <td>Employee Benefit</td> <td style="text-align: right;">\$ 1,000,000</td> </tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 15,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000	Employee Benefit	\$ 1,000,000
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B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB	X	X	6081140945	7/21/2020	7/21/2021	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE														
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	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000																				
	DED RETENTION \$ 0																				
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	X	642667794	9/4/2020	9/4/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER													
	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000																				
D	Equipment Floater			QT6605N313831-TIL-20	7/21/2020	7/21/2021	Leased/Rented-Item 250,000														

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

Eff: 7/21/20 to 7/21/21 Employment Practices Liability: Carrier - Travelers Casualty & Surety, Policy # 107290404, Limits: \$1,000,000 - Third Party Claim Limit: \$1,000,000 - Retention: \$0

Seminole County, its officials, officers, and employees are Additional Insured with respect to General Liability when required by written contract per form #CNA75079XX, and Additional Insured with respect to Auto Liability per form #CNA63359XX. Waiver of Subrogation with respect to General Liability per form # CNA74705XX, with respect to Auto Liability per form CNA63359XX and with respect to Workers Compensation per form # WC000313

CERTIFICATE HOLDER**CANCELLATION**

Seminole County 1301 East 2nd Street Sanford, FL 32771	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
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SUBMIT BIDS TO: Seminole County 1301 East 2nd Street Sanford, Florida 32771 Attn: PURCHASING & CONTRACTS (PCD)	INVITATION FOR BID And Bidder Acknowledgment
Contact: Cassandra Reyes Senior Procurement Analyst 407-665-7114 - Phone 407-665-7956 - Fax <u>creyes@seminolecountyfl.gov</u>	IFB-603974-20/CAR Term Contract for Hydrant and Valve Maintenance, Repair and Flushing Services
<p style="text-align: center;"><u>Bid Due Date</u></p> <p style="text-align: center;"><u>Date:</u> <u>October 14th, 2020</u></p> <p style="text-align: center;"><u>Time:</u> <u>2:00 PM</u> (Eastern Standard Time)</p> <p style="text-align: center;"><u>Location of Public Opening:</u> Purchasing & Contracts Division, PCD Conference Room 1301 East 2nd Street, Sanford, FL 32771</p>	
Proposer Name: R&M Service Solutions, LLC	Federal Employer ID Number: 271422665
Mailing Address: 7256 Westport Place Suite. A	If returning as a "No Submittal", state reason <u>(if so, return only this page):</u>
City, State, Zip: West Palm Beach, FL 33413	
Type of Entity (Circle one): Corporation <input checked="" type="checkbox"/> Partnership Proprietorship Joint Venture Incorporated in the State of: <u>Florida</u> List of Principals: _____ _____	The undersigned Bidder hereby acknowledges receipt of Addenda Numbers <u>N/A</u> through <u>N/A</u> : <u>Samuel Wick</u> <u>9/26/2020</u> Authorized Signature (Manual) Date
Email Address: <u>swick@rmservicesolutions.com</u>	Typed Name: Samuel Wick
Telephone Number: (904) 386-4483	Title: Sales Director
Fax Number: (561) 290-0693	Date: 9/26/2020

THIS FORM MUST BE COMPLETED AND RETURNED WITH WRITTEN BID

The Bidder is expected to completely analyze the information contained in this Invitation for Bid (IFB) as guidance for the preparation of their written submittal. The Bidder's written bid should be specific, detailed, and complete in order to clearly and fully demonstrate the Bidder's understanding of the requested work and/or delivery requirements.

Part 1 General Scope

GENERAL DESCRIPTION:

The Seminole County Environmental Services Department (SCES) requires services of experienced, licensed contractor(s) to provide maintenance, repair and replacement part services for fire hydrants, valves (including associated fittings, restraints and pipe), and flushing services on an "as needed" basis at locations within the SCES utility's distribution systems. SCES will furnish the successful contractor(s) with the most recent copy of the distribution systems atlas in an electronic format.

The Contractor(s) will be responsible for furnishing all labor, tools, equipment, parts and materials to complete the requested work as specified in the Scope of Service section. The Contractor(s) will also be responsible for furnishing all required ancillary services to which includes but is not limited to, mobilization, excavations, well pointing and pumping, shoring, line stops, wet taps, maintenance of traffic, and site restorations necessary to complete the requested work as specified in the Scope of Services.

STANDARDS:

- A. SCES Utility Engineering Specifications for Water Distribution Construction.
- B. Seminole County Standards for applicable public right-of-way improvements under County jurisdiction.
- C. FDOT Utility Accommodation Manual (latest edition) and FDOT Design Standards for Construction, Maintenance and Utility Operations on the State Highway System (2017 or latest edition).
- D. AWWA Standards for Maintenance, Repair and Replacement of fire hydrants (M-17) and distribution system valves (M-44) (most applicable and latest edition).
- E. OSHA Standards as applicable to associated work.
- F. Fire Hydrant Flow Testing and Marking (NFPA 291) (most applicable and latest edition). Includes potential areas of two hydrant testing for main capacity calculations or fire flow capabilities as requested by SCES.

SPECIAL CONDITIONS:

Contractor's Response Time: Contractor(s) shall be adequately staffed and equipped to respond to all aspects of the requested work within 72 hours, if required by SCES.

Contractor's Personnel: The Contractor(s) must employ and assign a Project Manager who will oversee the described work and who has a minimum of five (5) years continuous field and supervisory experience in all aspects of the described work. The Project Manager shall serve as the single point of contact for all work, be responsible for coordinating and scheduling all work (including restoration) and be available (by phone, if not in person) while contractor's crews work within SCES distribution systems.

The Contractor shall employ and designate a qualified Quality Control Manager who shall be responsible for re-inspection of all field processed data if it falls outside of tolerances. All such data shall be re-collected. The Quality Control Manager shall also be responsible of random sampling of not less than 10% of the total contract value. This will provide quality assurance of all physical aspects of the service and validation of all data attributes collected.

For each job or task assigned under this contract, the Contractor's Project Manager shall assign qualified and responsible service technicians to complete requested work. At any time the Contractor's personnel is working within the SCES distribution systems, notification is required to the SCES SCADA Operations

Center at 407-665-2767. All Service Technicians shall wear a uniform shirt that identifies the Contractor by name. All Service Technicians shall arrive at, and travel through the Utility system in a presentable service vehicle identified with the Contractor's name, logo and telephone number.

Contractor's Equipment: The Contractor shall utilize and maintain all equipment in a safe and responsible manner. It is the responsibility of the Contractor to maintain all equipment so as to avoid any leaking fuel, oil, and/or hydraulic fluid. If such leakage occurs, it shall be the responsibility of the Contractor to protect the environment and the surrounding surfaces from contamination and/or damage. If said leakage is excessive or cannot be adequately contained, said equipment must cease operation and be removed from the job site. All Contractor(s) service vehicles shall be maintained in a presentable manner and have Contractor name and logo adequately displayed.

SCES Requirements for Work and Site Visit Management: Contractor personnel shall notify their assigned SCES representative each day, prior to beginning work within the County utility system. All contractor personnel shall display on their person a company identification badge that is clearly visible at chest level and not covered by clothing or other items. This badge must have the company name, company phone number, the individual's name and the individual's photo. In addition, SCES requires that the Contractor create a service call or job order ticket that shall have, at a minimum, the following information:

- Company name and contact information
- Company job or work order number
- SCES contact name and phone number
- SCES job number and Seminole County purchase order number
- Date/time of beginning and ending of work
- Number of Technicians
- Work location and description of work to be performed
- Detailed description of solution and/or work completed

SCOPE OF SERVICES:

Hydrant Maintenance: Fire hydrant testing and maintenance shall be in accordance with AWWA - M17 Manual and NFPA 291 Manual for Installation, field testing, and maintenance of fire hydrants, to include the following procedures:

- Locate and access each fire hydrant
- Locate, access, and exercise fire hydrant isolation valve
- Check fire hydrant nozzle height for correct ground clearance
- Identify make, model, nozzle size and year of hydrant manufacture
- Lubricate operating nut (if appropriate for hydrant make/model) and all nozzle outlets with noncorrosive FDA approved lubricant
- Open hydrant with nozzle caps in place to check for seal leakage
- Verify that hydrant main (bottom) valve completely closes
- Flow hydrant to maximum rate for 15 minutes, record working pressure and calculate flow rate and gallons flushed. If hydrant fails to flow clear in the initial 15 minute flush, contact SCES SCADA Operations Center at 407-665-2767, notifying them of the anomaly. Continue to flow hydrant until water clears, checking in 15 minute increments. The use of a calibrated combination pitot gauge and hydrant diffuser is required for all hydrant flushing.
- Close hydrant completely. Back off the opening nut enough to take the pressure off the packing.
- Remove all outlet nozzle caps, clean the threads, check the condition of the gaskets replace as required, and lubricate the threads. Check the ease of operation of each cap.

- Check outlet nozzle chains for free action on each cap. If the chains bind, open the loop end around the cap until they move freely.
- Record static pressure
- Re-attach hydrant nozzle caps
- Scrape, wire brush/or sand blast and paint hydrant appropriate color. Paint shall be Sherwin-Williams Sher-Cryl High Performance Acrylic, ANSI Safety Yellow, Pantone 109 or approved equal. Coating shall be spray applied to a minimum of a 4 ml dry coat thickness. In the event bare metal is exposed on above-ground metal, hydrant is to be primed with Sherwin-Williams Pro-Cryl Universal primer before new paint is applied. Additional color bonnet painting per NFPA 291 – Fire Hydrant Flow Testing and Marking may be required per SCES request.
- Replace (if defective) hydrant ID tag, or install (if not present) hydrant ID tag.
- Replace (if defective) blue reflective road marker, or install (if not present) blue reflective road marker. Reflective pavement markers in blue shall be used to identify the hydrant locations. Each marker is to be placed on the center line of the roadway lane closest to the hydrant.
- Obtain and record GPS site coordinates of hydrant.
- Document any operational deficiencies and/or miscellaneous findings.

Notification of all malfunctioning and/or out of service hydrants or valves shall be immediately reported to SCES.

- Document all pertinent data into an electronic spreadsheet or database including the following:
 - o Hydrant ID tag number
 - o Hydrant address location
 - o Hydrant GPS site coordinates
 - o Date of flush or service
 - o Hydrant brand
 - o Hydrant model number
 - o Hydrant year
 - o Hydrant size
 - o Hydrant flow rate obtained
 - o Hydrant pressure after 5 minutes of flushing
 - o Total gallons flushed during service
 - o Degree of operating difficulty
 - o Deficiencies and/or repairs required to be immediately reported to the Utility
- All data shall be formatted to match existing SCES data system and/or forms. Data shall be delivered to the SCES in an electronic format compatible with SCES' ArcGIS/ArcMap system or SOL database.

Upper Barrel Repair: An upper bonnet repair shall consist of repairing and/or replacing all necessary components within the upper portions of the hydrant, from the operating nut downwards to the top of the break away (upper barrel) flange, in order to return hydrant to working order. Hydrant rotation shall also be considered as an upper barrel repair.

Lower Barrel Repair: A lower barrel repair shall consist of repairing and/or replacing all necessary components of the hydrant from the top of the break away (upper barrel) flange to the bottom of the hydrant foot valve in order to return hydrant to working order.

Valve Maintenance: Valve maintenance shall include the following procedures:

- Locate and access each valve
- Raise valve box to grade (if applicable)
- Align valve box to vertical position (if located outside of pavement)
- Clean debris and standing water from valve box
- Operate valve from open to close and back to open position for two (2) complete cycles
- Obtain and record GPS coordinates of valve
- Paint valve box blue. Valves located inside residential or commercial driveways or aprons shall not be painted upon SCES request.
- Mark curve with a "V" marking. Curbing located inside gated communities or commercial properties shall not be painted upon SCES request.
- Document all pertinent data including location, type, and size of valve, direction of rotation to open position, numbers of turns to full open position, degree of operating difficulty, and note deficiencies and/or closed valves to be immediately reported to the Utility. All data shall be formatted to match existing SCES data system and/or forms. Data shall be delivered to the SCES in an electronic format compatible with SCES' ArcGIS/ArcMap system.

GPS Mapping: All the water distribution valves and fire hydrants encountered in this contract are to be GPS mapped within sub-meter accuracy and the data delivered in an electronic format compatible with SCES' ArcGIS/ArcMap system software. Coordinate data shall be field-collected with autonomous GPS readings and subsequently differentially corrected via post-processing. The contractor(s) shall further refine positions through filtering and inspection to eliminate noise, problematic satellite geometry and multi-path degradation. Point valve features shall be collected at an epoch of one (1) second with a minimum occupation of twenty (20) seconds. Specific parameters include:

- Elevation mask: 15 degrees above the horizon
- Coordinate system: as agreed with NAD 1983 State Plane Florida EAST
- Satellites: ≥ 4
- Position Dilution of Precision (PDOP) < 6
- Horizontal Dilution of Precision (HDOP): < 4
- Minimum number of raw positions collected: 20
- In the event of obstructions - where a clear GPS position cannot be captured a laser offset will be executed from a nearby location

At a minimum, and in addition to database attribute requirements, the following coordinate data items shall be generated as a result of this process.

- PDOP value
- HDOP value
- Correction status
- Date recorded
- Time recorded
- Total positions
- Filtered positions
- Horizontal Precision
- Vertical Precision
- Standard deviation
- car File Name
- X-coordinate
- Y-coordinate

Documentation: Documentation data will be collected on each distribution valve and/or hydrant and will be agreed upon, and be compatible with SCES' ArcGIS/ArcMap system software in advance of work start up.

Data documentation will include, at a minimum:

- a) **Physical data** - Identification number, map number, valve size, type of valve, use of valve, valve structure, depth of valve, number of turns, torque, if clean out was necessary, valve discrepancies (by category and details), box/vault discrepancies (by category and details) and any additional information as necessary.
- b) **Location data** - Mapping grade GPS coordinate data parameters noted in the GPS mapping section
- c) **Discrepancies** -Details on discrepancies so that a work order (as described below) can be concisely created.

Deliverable Data: The Contractor will provide applicable hydrant and valve data in a spatially accurate format compliant with SCES ArcGIS/ArcMap system and in the County's existing data structure. Contractor shall be able to fully integrate data into ESRI ArcGIS/ArcMap and shall be integrated into the SCES ArcGIS system. Metadata, including a detailed citation describing field data collection practices, equipment settings, post processing procedures, base stations used for differential correction and expected accuracy, are to be submitted with final and interim data deliveries. The data in electronic format shall contain the information agreed to by SCES and at a minimum the following attribute data:

- A unique identification number - For each device
- Data Dictionary-Valve Condition (operable, inoperable)
- Source document reference-valve discrepancies
- Date of Operation -Structure discrepancies
- Valve Size -PDOP value
- Valve Type -HDOP value

Obstructed GPS data shall be obtained through laser offset method.

Flushing Services: SCES may require the Contractor to perform unidirectional or maintenance flushing in certain locations within the utility's distribution systems. SCES will provide to contractor the flushing sequences developed by an Engineer for the specified areas. The contractor is responsible for locating the valves and hydrants identified in the Engineer's sequencing and verifying their operability. Upon completion of each sequenced flushing activities, the Contractor will return valves to their original position. This is to help with valves not being left in the wrong position. Pricing for unidirectional flushing will combine item 83 (valve maintenance without GPS location) for turning the valves and item A6 Time Unit for the actual flushing.

Hydrant and/or Valve Replacement and Installation: Hydrant and valve replacement and/or new installation work described in this solicitation package (see Price Schedule) shall be "all inclusive". The line item pricing of such work shall include all of but not limited to the following:

- Pre work job site evaluation
- Obtaining all utility and/or Right of Way (ROW) locates
- Notification of effected customers (with the exception of partial water system shut down)
- Job site safety and MOT
- Site excavation (typical <48" bury to bottom of pipe)

- Furnish and install all necessary materials to successfully complete the job
- Furnish and competently operate all necessary equipment to successfully complete the job
- Furnish and manage all necessary competent labor to successfully complete the job
- Excavation, backfill and compaction
- Removal of all remaining spoil, materials and waste
- Complete site restoration unless otherwise specified by SCES

Work in Utility Easement/Right of Way (ROW) and Existing Utilities/ROW Improvements: The Contractor shall be responsible for obtaining all Utility Locates through, and in accordance with "Sunshine State One Call of Florida (SSOCOF) Excavation Guide" (latest edition). The Contractor shall take all possible precautions and be responsible for protecting all underground utilities and other improvements within the utility easement and/ or ROW. The Contractor shall promptly notify SCES of any conflicts with existing utilities that occurs as a result of said work. The Contractor shall be responsible for obtaining and adhering to all applicable Maintenance of Traffic (MOT) and/or Right of Way permits as required by Seminole County, State of Florida Department of Transportation (FDOT) or jurisdictional authority.

Job Site Management: The Contractor shall set up, manage and restore each job site in a responsible manner that includes but is not limited to Maintenance of Traffic (MOT), pedestrian safety, and property protection. At no time during the active progress of work shall the Contractor leave the job site unattended. The Contractor must request and gain approval from SCES for any specific job site-work that may extend past one work day. If approval is granted, all excavated areas must be backfilled and enclosed with safety mesh and proper MOT activated at end of each work day. Each job site (regardless of duration of work) must be maintained at all times in a responsible manner that does not unduly impact the surrounding areas and allows for adequate ingress/egress from properties affected. Any and all road and/or ingress/egress closures must be approved by then SCES in advance of the work. The Contractor shall present a contingency plan for such closures at time of approval request. Upon completion of work, the contractor shall backfill and compact affected areas in addition to clean up and removal of any accumulated dirt and/or rubble from job site. It shall be the ultimate responsibility of the Contractor to restore the Utility easement and/or right of way to pre-excavated condition. All restoration activities including irrigation system repairs shall be the responsibility of the contractor (reference Restoration and Contractor Pass Through section of this document).

Sub-contracted and Contractor "Pass-Through" Charges: Certain services shall be considered as "Pass-through" charges. These charges are interpreted to mean sub-contractor invoice total plus 10% administration and management costs. For the terms of this contract these services include landscape restoration (excluding irrigation repairs and <400ft² sod), asphalt restoration, concrete restoration, de-watering (well points) services, extended MOT (>72 hours), MOT with law enforcement presence during work activities. Prior to use of sub-contracted or cost pass through services, the Contractor shall obtain three (3) separate quotes for each of the sub-contracting activities and present to the SCES a recommendation of award for each service. If the acceptance of this recommendation is not approved, SCES reserves the right to perform any and all of these pass through activities. The SCES reserves the right to perform any and all of these pass through activities to avoid the additional pass through charges. If this right is exercised by SCES, the responsibility for such work will be removed from the Contractor.

Warranty: In order to insure fire hydrant and valve repair, replacement and installation meets the performance guaranteed by the manufacturer and retain warranties, the contractor shall guarantee all workmanship and materials for all described work for a period of two (2) years from the date of the repair or installation.

Part 2 Instructions to Bidders

PUBLIC OPENING: Electronic bids shall be received at PCD in accordance with the instructions in this solicitation documents, unless otherwise revised via posted Addenda. Persons with disabilities needing assistance to participate in the Public Closing should call the noted PCD Contact Person at least forty-eight (48) hours in advance of the Public Opening at (407) 665-7114.

DELAYS: The COUNTY, at its sole discretion, may delay the scheduled due date and time for submission, if it is to the advantage of the COUNTY to do so. The COUNTY will post all changes in the scheduled due date and time for submission by written addendum posted to the COUNTY's Website: (www.seminolecountyfl.gov/purchasing)

BID SUBMISSION AND WITHDRAWAL: The COUNTY will receive submittals in electronic form. **Bids received after the scheduled due date and time for submission shall not be considered.** The scheduled due date and time for submission will be scrupulously observed. The COUNTY will not be responsible for late deliveries or delayed mail or submission. The time/date stamp clock located in PCD shall serve as the official authority to determine lateness of any bid. The COUNTY cautions all Bidders to ensure actual delivery of bids prior to the scheduled due date and time for submission that has been set for receiving bids. Telephone confirmation of timely receipt of any bid should be made by calling (407) 665-7116, before the 2:00 deadline.

The Bidder is required to submit **ONE (1) ELECTRONIC FORMATTED file** of their complete written submittal.

Bidders may withdraw their bids by notifying the COUNTY in writing at any time prior to the scheduled due date and time for submission. Bidders may withdraw their bids in person or through an authorized representative. Bidders and authorized representatives must disclose their identity, display proper identification and provide a signed receipt for the bid. Bids, once received, become the property of the COUNT. **At its sole discretion, the COUNTY may request additional information should the COUNTY deem it necessary.**

INQUIRIES: All Bidders should carefully examine the IFB documents. Any ambiguities or inconsistencies shall be brought to the attention of PCD Contact Person in writing prior to the scheduled due date and time for submission. Failure to do so, on the part of the Bidder, shall constitute an acceptance by the Bidder of any subsequent decision made by the COUNTY. Any questions concerning the intent, meaning and interpretations of the IFB documents including the attached Draft Term Contract, shall be requested in writing, and received by PCD Contact Person at least seven (7) calendar days prior to the scheduled due date and time for submission. Written requests can be submitted via e-mail: creyes@seminolecountyfl.gov. The COUNTY will not be responsible for oral instructions made by employees of the COUNTY or its authorized representatives in regard to this IFB.

ADDENDA: Should revisions to the IFB documents become necessary; the COUNTY will post Addenda information on the COUNTY's Website. All Bidders should check the COUNTY's Website or notify PCD Contact Person to verify information regarding Addenda. Failure to do so may result in rejection of the Bidder's submitted bid and a determination as "Non-Responsive". **By execution of the Formal Notice for this IFB, the Bidder acknowledges receipt of all Addenda issued under this solicitation.** Addenda information will be posted on the COUNTY's Website (www.seminolecountyfl.gov/purchasing). It is the sole responsibility of the Bidder to ensure that they obtain information related to any Addenda.

SELECTION PROCESS AND AWARD: The award will be made in the best interest of the COUNTY, as determined by the COUNTY, based upon the low total price and/or line-item by line-item, to the Lowest Responsible Bidder(s) that meet the requirements listed in this solicitation. The COUNTY will determine the method that will more benefit the organization. The Bidder(s) understands that this Bid does not constitute an agreement or a contract with the Bidder. The COUNTY reserves the right to reject all bids/proposals, make multiple awards (award to more than one vendor), make a partial award, to waive formalities, to re-solicit and advertise for new bids/proposals, or to cancel the project in its entirety. In evaluating Bids, the COUNTY shall consider the information provided by the Apparent Low Bidder as described in these "INSTRUCTIONS TO BIDDERS." Any of the following causes may be considered as sufficient grounds for disqualification of a Bidder or the rejection of a Bid:

- (a) Submission of more than one (1) Bid for the same Work by any entity under the same or different names.
- (b) Evidence of collusion among Bidders.
- (c) Submission of an unbalanced Bid in which prices quoted for some items are out of proportion to the prices quoted for other or similar items in the same Bid.
- (d) Lack of responsibility as shown by past Work from the standpoint of life safety including, but not limited to, strict adherence to all maintenance of traffic requirements of COUNTY, workmanship, progress and financial irresponsibility.
- (e) Uncompleted Work for which the Apparent Low Bidder is committed by contract which might hinder or prevent the prompt completion of Work under this Bid if an Agreement would have been awarded to the Apparent Low Bidder.
- (f) Falsification of any entry made on the Bid Documents shall be deemed a material irregularity and will be grounds, at the COUNTY's option, for disqualification of the Apparent Low Bidder or rejection of the Bid.
- (g) This section shall be construed liberally to benefit the public and not the Apparent Low Bidder; however, any other evidence which may hinder or otherwise delay completion of the Project may be grounds for disqualification.
- (h) Non-compliance with the submittal requirements of these Instructions to Bidders.

AWARD CRITERIA: The recommendation of award will be based on, but not limited to the following criteria:

- (a) The ability, capacity and skill of the Apparent Low Bidder to perform the Work.
- (b) Whether the Apparent Low Bidder can perform the Work promptly, or within the time specified, without delay or interference.
- (c) The character, integrity, reputation, judgment and efficiency of the Apparent Low Bidder.
- (d) The quality of performance of previous contracts or services to Seminole County or any other agency or client.
- (e) The previous and existing compliance by the Apparent Low Bidder with Chapter 220, Seminole County Purchasing Code & Procedures, the life safety requirements of COUNTY, and other laws and ordinances, regulations.
- (f) The sufficiency of the financial resources and ability of the Apparent Low Bidder to perform the Work.
- (g) The quantity, availability and adaptability of the Apparent Low Bidder to perform the Agreement or service to the particular needs of the COUNTY.
- (h) The ability of the Apparent Low Bidder to retain employees for the purpose of this Work.
- (i) The experience of the Apparent Low Bidder performing in a similar manner as required by this Agreement. Minimum of three (3) satisfactory years shall be required.
- (j) The type, structure and experience of the local or branch management proposed.

- (k) Quality Control Program.
- (l) Claims and Litigation filed against the Apparent Low Bidder or filed by the Apparent Low Bidder for equitable adjustment, contract claim or litigation in the past five (5) years.
- (m) Reprimand of any nature or suspension by the Department of professional Regulation or any other regulatory agency or professional association within the last five (5) years.

BID PREPARATION COSTS: Neither the COUNTY nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this IFB. Bidders should prepare their bids simply and economically, providing a straightforward and concise description of the Bidder's ability to meet the requirements of this IFB.

ACCURACY OF BID INFORMATION: By submission of a bid, Bidder acknowledges that they have carefully examined the IFB documents and agrees to furnish the services/products specified in the solicitation at the prices, rates or discounts as proposed. Bidders agree that their bid will remain firm for a period of up to one hundred twenty (120) days in order to allow the County adequate time to evaluate the submittals.

By submission of a bid, Bidder agrees to abide by all conditions of this bid and understands that a background investigation may be conducted by the Seminole County Sheriff's Department prior to award. Bidder certifies that all information contained in their bid is truthful to the best of their knowledge and belief. Bidder further certifies that they are duly authorized to submit this bid on behalf of the vendor/Bidder as its act and deed and that the vendor/Bidder is ready, willing and able to perform if selected.

INSURANCE: A misstatement or omission of a material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies or capabilities may be grounds for rejection of the Proposer's submitted proposal and rescission of any ensuing Award Agreement.

The COUNTY recommends that all Bidders review the insurance requirements listed within the Draft Term Contract with their insurance carriers. A copy of the insurance certificate shall be furnished to the COUNTY prior to the final execution of the COUNTY's Award Term Contract. The COUNTY reserves the right to reject the award to any Bidder that fails to provide the insurance as required within the COUNTY's Term Contract.

LICENSES: Bidders, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the **State of Florida** at the time of submittal of Bid. Should the Bidder not be fully licensed and certified, its bid shall be rejected. Any permits, licenses, or fees required shall be the responsibility of the Bidder. No separate or additional payment will be made for these costs. Adherence to all applicable code regulations, Federal, State, County, City, etc., are the responsibility of the Bidder.

The following licensing requirements shall apply when the applicable Florida Statute mandates specific licensing for Contractors engaged in the type of work covered by this solicitation. (a) State of Florida, Department of Professional Regulation, Construction Industries Licensing Board and licensed by other federal, state, regional, county or municipal agencies having jurisdiction over the specified construction work; (b) Said licenses shall be in the Bidder's name as it appears on the Official Bid Form. Bidder shall supply appropriate license numbers, with expiration dates, as part of their bid. Failure to hold and provide proof of proper licensing, certification and registration may be grounds for rejection of the bid; (c) Bidder shall provide copies of all applicable licenses with their Bid Proposal; and (d) Subcontractors contracted by the Prime Contractor shall be licensed in their respective fields to obtain construction permits from the County.

OCCUPATIONAL SAFETY AND HEALTH ACT (O.S.H.A.): In instances where such is applicable due to the nature of the bid matter with which this bid package is concerned, all material, equipment, etc., as proposed and offered by Bidders must meet and conform to all O.S.H.A. requirements; the Bidder's signature upon the bid proposal form being by this reference considered a certification of such fact.

POSTING OF RECOMMENDATION AND INTENT OF AWARD: The recommendation and intent to award for this IFB will be posted on the COUNTY's Website (www.seminolecountyfl.gov/purchasing) prior to submission for final approval of award. Failure to file a protest with the COUNTY's Purchasing & Contracts Manager within the time prescribed in the COUNTY's Purchasing Code, Policies and Procedures shall constitute a waiver of proceedings.

PUBLIC RECORDS: Upon recommendation and intent to award this IFB as posted to the COUNTY's website or thirty (30) calendar days after closing, bids are considered "public records" and shall be subject to the public disclosure regulations consistent with Chapter 119, Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in their response to the solicitation and must identify the data or other materials to be protected by separate envelope, and must state the reasons why such exclusion from public disclosure is necessary pursuant to the COUNTY's, "Compliance With Public Records Law" Form, which is required as part of the IFB documents. Ownership of all data, material, and documentation originated and prepared for the County pursuant to the IFB shall belong exclusively to the County and be subject to public inspection in accordance with the Public Records Law. Trade secrets or proprietary information submitted by a Bidder shall not be subject to public disclosure under the Public Records Law; however, the Bidder must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

PROHIBITION AGAINST CONTINGENT FEES: It shall be unethical for any person to be retained, or to retain any company or person, other than a bonafide employee working solely for the Bidder to solicit or secure the Term Contract for this IFB, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee working solely for the Bidder, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Term Contract. For the breach or violation of this provision, the COUNTY shall have the right to terminate the Term Contract at its sole discretion, without liability and to deduct from the Term Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

ACCEPTANCE / REJECTION / DISQUALIFICATION: The COUNTY reserves the right to accept and make award to those Bidders, who in the opinion of the COUNTY, will be in the best interest of and/or the most advantageous to the COUNTY. The COUNTY reserves the right to reject all bids/proposals, make multiple awards (award to more than one vendor), make a partial award, to re-solicit and advertise for new bids/proposals, or to cancel the project in its entirety. The COUNTY reserves the right to reject the bid of any Bidder who has previously failed in the proper performance of an award or to deliver on time agreements of a similar nature or who, in the COUNTY's opinion, is not in a position to perform properly under this award. The COUNTY reserves the right to inspect all facilities of Bidders in order to make a determination as to the available resources to perform properly under this award. The COUNTY reserves the right to waive any irregularities, informalities, and technicalities and may, at its discretion, issue a re-procurement.

More than one (1) bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is involved in more than one proposal submittal will be cause for rejection of all bids in which such Bidders are believed to be involved. Any or all bids will be rejected if there is reason to believe that collusion exists between Bidders. Bids in which the prices obviously are unbalanced will be subject to rejection.

ADDITIONAL TERMS AND CONDITIONS: Unless expressly accepted by the County, only the terms and conditions in this document shall apply: No additional terms and conditions included with the bid response shall be considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Bid Documents and any addenda issued under this solicitation are the only conditions applicable to this bid and the Bidder's authorized signature on the Bid Response Form attests to this. Exceptions to the terms and conditions will not be accepted.

RESPONSIBILITY: The County reserves the right, before award, to require a Bidder to submit such evidence of his qualifications as it may deem necessary, and may consider any evidence available such as financial, technical, and other qualifications and abilities of the Bidder, including past performance and experience with the County. This information may be used to determine the Bidder's responsibility.

BIDS TO REMAIN FIRM. All Bids shall remain firm for a minimum of one hundred twenty (120) days after the day of the Bid opening to allow for the evaluation and selection process and proper execution of the Agreement. Extensions of time when Bids shall remain opened beyond the one hundred twenty day period may be made only by mutual agreement between Seminole County and the Selected Bidder. The successful Contractor must maintain the bid prices firm for a minimum of one (1) year after the contract is executed. No cost increase will be authorized during the first year of the agreement.

PURCHASING CODE: The Seminole County Code Chapter 220 (Purchasing Code), Administrative Code Section 3.55 (Purchasing Policy), and County Manager Policies apply to this IFB in their entirety.

AFFIRMATION: By submission of a bid, the Bidder affirms that their bid is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud. The Bidder agrees to abide by all conditions of this IFB and the resulting Term Contract.

MISTAKES IN BID: Bidders are expected to examine the terms and conditions, specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. Failure to do so will be at Bidder's risk. In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. Written amounts shall take precedence over numerical amounts. In the event of addition errors(s), the unit price, and extension thereof, will prevail and the Bidder's total offer will be corrected accordingly. Bids having erasures or corrections must be initialed in ink by the Bidder.

GOVERNMENTAL RESTRICTIONS: In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the Bidder to notify the Purchasing and Contracts Division at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The County reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the County.

DRUG-FREE WORKPLACE COMPLIANCE: Bidder shall comply with Section 287.087, Florida Statutes, and failure to comply shall result in rejection/disqualification of the bid and all agreements as a result of this solicitation.

PUBLIC ENTITY CRIME: Any Person or affiliate, as defined in Section 287.133 of the Florida Statutes, shall not be allowed to contract with the COUNTY, nor be allowed to enter into a subcontract for Work on this Project, if such a person or affiliate has been convicted of a public entity crime within three (3) years

from the date this Project was advertised for Proposal, or if such person or affiliate was listed on the State's convicted vendor list, within three (3) years of the date this Project was advertised, whichever time period is greater. A public entity crime means a violation of any state or federal law with respect to and directly related to the transaction of business with any public entity or agency (federal, state or local), including but not limited to, any contract for the construction or repair of a public building or public work involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, forgery, falsification of records, receiving stolen property or material misrepresentation. Any Agreement with the COUNTY obtained in violation of this Section shall be subject to termination for cause. A sub-contractor who obtains a subcontract in violation of this Section shall be removed from the Project and promptly replaced by a sub-contractor acceptable to the COUNTY.

UNIFORM COMMERCIAL CODE: The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the Bidder and the County for any terms and conditions not specifically stated in this solicitation.

PROPRIETARY/RESTRICTIVE SPECIFICATIONS: Bidder, who feels the specifications contained herein are proprietary or restrictive in nature, thus potentially resulting in reduced competition, must notify the Purchasing and Contracts Division of their rejection upon receipt of this IFB and prior to the due date.

PAYMENT TERMS/DISCOUNTS: The County's payment terms are in accordance with Section 218, Florida Statutes, Florida Prompt Payment Act. Cash discounts for prompt payment shall not be considered in determining the lowest net cost for evaluation purposes.

PRICE REDETERMINATIONS.

1. **During the Renewal Term:** Petitions for price redeterminations **must** be made at the time of County's notification to the Contractor of the renewal period. Any such petition must be made pursuant to the provisions of this Section and only for those price redetermination categories specified herein. Unless otherwise expressly set forth in this document, no other price redeterminations will be allowed. All price redeterminations will be approved by a duly executed amendment to the Contract to reflect the new prices for the renewal term.
2. **Outside the Renewal Term:** Petitions for price redeterminations **must** be made within thirty (30) days of the anniversary date of the Contract. Any such petition must be made pursuant to the provisions of this Section and only for those price redetermination categories specified herein. Unless otherwise expressly set forth in this document, no other price redeterminations will be allowed. All price redeterminations will be approved by a duly executed amendment to the Contract.

BASIS FOR PRICE REDETERMINATIONS. The Contractor may petition the Purchasing and Contracts Division for price redetermination based on the increased costs of wages, fuel, or materials. Price redeterminations will be based solely upon changes in pricing or costs documented by either the Employment Cost Index (ECI) or Producer Price Index (PPI), whichever is applicable, as published by the Bureau of Labor Statistics. **The base index number for the ECI will be for the quarter in which the solicitation opens.** The base index number for the PPI will be for the month the solicitation opens. Any subsequent price redeterminations will use the last price redetermination approved for that price redetermination category as the "base index number." The County shall have the right to audit the Contractor's records, including, but not limited to, payroll, materials, and fuel cost records, to verify or otherwise investigate the validity of any price redetermination request.

WAGE PRICE REDETERMINATION. When requesting a price redetermination based upon an increase in wage costs, the Contractor shall refer to and utilize the Pay & Benefits, Employment Cost Index, Private Industry, Compensation as prepared by the Bureau of Labor Statistics in the U.S. Department of Labor available at www.bls.gov.

MINIMUM WAGE PRICE REDETERMINATION. If the minimum wage increases during the term of the Contract, including any renewal or extension period thereunder, the Contractor may petition the Purchasing and Contracts Division for price redetermination for those job categories where the pay to the Contractor's employee(s) is the current minimum wage. Upon verification of the information provided, the County will grant an increase of exactly the amount of the minimum wage increase (not the percentage increase). The Contractor must increase the pay to the employee(s) by the amount the Contractor has requested, which shall not exceed the amount of the minimum wage increase. The amount paid to the Contractor will be the increase plus any written and documented increase in FICA, Medicare, and Workers' Compensation insurance. The Contractor must supply written documentation of any other increase that is beyond the scope and control of the Contractor. All written documentation must satisfy the reasonable expectations of the Purchasing and Contracts Division.

- Example: Minimum wage increases from \$7.31 to \$7.56 per hour. The Contractor may petition for an increase of \$0.25 per hour to be paid to the affected employee(s) and shall provide written and documented cost increases for FICA, Medicare and Workers' Compensation. The resulting increase in costs shall be incorporated into fees/rates billed to the County.

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

FUEL PRICE REDETERMINATION. If and when the price of fuel increases by a minimum of ten (10%) percent, the Contractor may petition the Purchasing and Contracts Division for a fuel price redetermination. As a condition of petitioning for a fuel price increase, the Contractor shall be required to petition for a fuel price redetermination decrease if and when the price of fuel decreases by a minimum of ten (10%) percent. Failure to make such petition may be grounds for Contract termination and shall entitle the County to a refund of the cumulative increase in pay to the Contractor due to any prior fuel price redetermination increase(s). Fuel price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) for the commodity "Gasoline - WPU057".

MATERIALS PRICE REDETERMINATION. At the anniversary date of the Agreement, the Contractor may petition the Purchasing and Contracts Division for a materials price redetermination. As a condition of petitioning for a materials price increase, the Contractor shall be required to petition for a materials price redetermination decrease if/when the price of materials used by the Contractor in connection with the Contract decreases. Failure to make such petition may be grounds for Contract termination and shall entitle the County to a refund of the cumulative increase in pay to the Contractor due to any prior materials price redetermination increase(s). Materials price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) under Inflation & Prices, Industry Data, Construction Machinery Mfg. PCU 333120333120, as published by the Bureau of Labor Statistics.

PRICE REDETERMINATION CALCULATION. All Price Redeterminations shall be calculated as follows:

Example: Contractor indicated on the Submittal Form that fourteen percent (14%) of the cost to provide the product/service is directly attributed to the redetermination category (wages, fuel, or materials).

PPI in the month the solicitation closed was \$158.73	264.52
Current PPI is \$264.52	<u>-158.73</u>

105.79

$\$105.79 \text{ divided by } \$158.73 = .666\%$
 The unit cost of the service is \$100.00
 $14\% \text{ of } \$100.00 = \14.00
 $\$14.00 \times .666 = \9.32

The New Unit Price for the service is \$115.11 ($105.79 + 9.32$)

EXPIRATION UPON FAILURE TO AGREE TO PRICE REDETERMINATION. If the County and the Contractor cannot agree to a price redetermination pursuant to the terms and conditions of this Section, then the Contract will automatically expire without penalty or further expense to either party after a period of six (6) months following the Contractor's initial request for such price redetermination.

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

PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES: All Applicants submitting a response to this solicitation agree that such response also constitutes a submittal to all governmental agencies within the State of Florida, under the same conditions, for the same contract price, and for the same effective period as this proposal, should the Applicant feels it is in their best interest to do so. Each governmental agency desiring to accept these submittals, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this solicitation. This agreement in no way restricts or interferes with the right of any governmental agency to re-solicit any or all items.

QUANTITIES: Seminole County will not be held to any maximum or minimum purchase quantities as a result of this solicitation and/or resulting contract. Seminole County reserves the right to purchase any; all, or none, of its requirements from vendors awarded a contract as a result of this solicitation. All quantities as shown are approximate and no guarantee is made. Except as this contract may otherwise provide, if the County's requirements do not result in orders in the quantities described as "estimated" in the contract's price schedule, that fact shall not constitute the basis for an equitable adjustment.

PRICE/DELIVERY: Price(s) quoted must be the price(s) for new merchandise unless otherwise specified. Any bids containing escalator clauses will not be considered unless specifically requested in the bid specifications.

Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified and incorporated into contract or purchase order document. **F.O.B. POINT:** The F.O.B. point shall be destination. The prices bid shall include all costs of loading, transporting, delivery and to designated point(s) within Seminole County.

Deliveries resulting from this bid are to be made during the normal working hours of the County. Time is of the essence and the Contractor's delivery date must be specified and adhered to. Should the Contractor, to whom the order or contract is awarded, fail to deliver on or before the stated date, the County reserves the right to cancel the order or contract and make the purchase elsewhere and the Contractor will be required to compensate the County for the difference in price paid for the alternate product. The Contractor shall be

responsible for making any and all claims against carriers for missing or damage items. Partial shipments will be acceptable unless otherwise stated.

BID FORMS: All bids must be submitted on the County's standard Bid Response Form. Bids on Bidder's quotation forms shall not be accepted.

METHOD OF ORDERING: The County shall issue Purchase Orders against the contract on an as needed basis for the supplies or services listed on the Bid Proposal Form.

The County reserves the right to reject all bids/proposals, make multiple awards (award to more than one vendor), make a partial award, to re-solicit and advertise for new bids/proposals, or to cancel the project in its entirety.

Part 3 Instructions for the preparation of Bids

The Bidder(s) warrants its response to this Invitation for Bid to be fully disclosed and correct. The firm must submit a bid complying with this Invitation for Bid, and the information, documents and material submitted in the bid must be complete and accurate in all material aspects. Bidders are advised to carefully follow the instructions listed below in order to be considered fully responsive to this Bid. Bidders are further advised that lengthy or overly verbose or redundant submissions are not necessary. **Please avoid the use of plastic three-ring or spiral bindings, laminated covers and inserts when preparing submittals. You need only to return required, signed documents and information pertinent to this specific project.** Compliance with all requirements will be solely the responsibility of the Bidder. Failure to provide requested information may result in disqualification of response.

The bid must be divided into the following three (3) sections:

1. **REQUIRED SUBMITTALS:**

Bidder Information – Page #1 of Package

Summary of Litigation: Provide a summary of any litigation, claim(s), or contract dispute(s) filed by or against the Bidder in the past five (5) years which is related to the services that Bidder provides in the regular course of business. The summary shall state the nature of the litigation, claim or contract dispute, a brief description of the case, the outcome or projected outcome, and monetary amounts involved.

License Sanctions: Regulatory/license agency sanctions within the past 5 years.

Attachment A - Conflict of Interest Statement (Rev. 3/2020)

Attachment B - Compliance with the Public Records Law (Rev. 2017)

Attachment C - Worker's Compensation Form (Rev. 3/2020)

Attachment D - Taxpayer Identification No. and Certification W-9 Form (Rev. 12-2014)

Attachment E – Drug Free Work Place (Rev. 2/13/06)

Attachment F - Americans with Disabilities Act Affidavit (Rev. 3/2020) (If applicable)

2. **PAST PERFORMANCE:**

The Bidder shall include qualifications and past performance of the firm/individual(s) who will provide the services. The submission must include:

- A. Bidder must provide a minimum of five (5) previous and current clients including name, address, phone number, fax numbers, e-mail address, contact person and a brief description of the services/materials/equipment provided. The County intends to conduct reference checks of those clients. These checks will be designed to validate the company's performance on prior projects/programs, ascertain the difference (if any) between expectations and delivery, and determine overall satisfaction with the company's services.

3. **PRICE BID**

The Bid Proposal shall be submitted on the forms included herein. Prices not submitted on the attached forms shall render the Bid non-responsive.

Part 4
Price Submittal

IFB-603974-20/CAR - Term Contract for Hydrant and Valve Maintenance, Repair and Flushing Services

Name of Bidder: R&M Service Solutions, LLC

Mailing Address: 7256 Westport Place Suite. A

Street Address: 7256 Westport Place Suite. A

City/State/Zip: West Palm Beach, FL 33413

Phone Number: (877)847-6747 FAX Number: (561) 290-0693

E-Mail Address: swick@rmservicesolutions.com

Designated Project Manager Information:

Project Manager: Michael George

Project Manager Telephone No.: (352) 398-9127 Fax No.: (561) 290-0693

E-Mail Address: mgeorge@rmservicesolutions.com

Pursuant to and in compliance with the IFB Documents, the undersigned Bidder agrees to provide and furnish any and all of the labor, material, and tools, equipment, incidentals and transportation services necessary to complete all of the Work required in connection with the required services/commodities all in strict conformity Bid Documents for the amount hereinafter set forth.

The undersigned, as Bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; and he proposes and agrees, if the bid is accepted, that he/she will execute a Term Contract with the COUNTY in the form set forth in the Contract Documents; that he/she will furnish the Insurance Certificates.

Costs shall be inclusive of all direct and indirect costs including but not limited to, materials, labor, equipment, transportation, coordination and incidentals necessary for the performance of the work specified in Bid documents.

The cost of the materials/equipment shall include all costs, including but not limited to:

- General Administrative Overhead, fringe and benefits and profit, all documentation required for operation, delivery/transportation of unit(s) to the County's service delivery address, indirect costs, i.e., insurance, etc., indirect labor costs.

ITEM	DESCRIPTION	UNIT	EST. ANNUAL USAGE	UNIT PRICE	EXTENDED COST
GROUP A - HYDRANT SERVICES					
A1	Hydrant Maintenance (includes scrape, wire brush and paint)	EA.	3000	\$ 53.00	\$ 159,000.00
A2	Hydrant Maintenance (without scrape, wire brush and paint)	EA.	500	\$ 43.00	\$ 21,500.00
A3	Hydrant Maintenance (includes sand blast and paint)	EA.	25	\$ 275.00	\$ 6,875.00
A4	Furnish and attach Hydrant I.D. tag (with required information)	EA.	250	\$ 10.00	\$ 2,500.00
A5	Furnish and install reflective road marker	EA.	500	\$ 10.00	\$ 5,000.00
A6	Extended Flush Time (15 minute Unit)	EA.	250	\$ 20.00	\$ 5,000.00
A7	Bonnet and/or break away flange bolt replacement	EA.	25	\$ 50.00	\$ 1,250.00
A8	Upper barrel repair	EA.	35	\$ 400.00	\$ 14,000.00
A9	lower barrel repair	EA.	50	\$ 700.00	\$ 35,000.00
A10	Hydrant extension (6")	EA.	25	\$ 800.00	\$ 20,000.00
A11	Hydrant extension (12")	EA.	20	\$ 825.00	\$ 16,500.00
A12	Hydrant extension (18")	EA.	20	\$ 900.00	\$ 18,000.00
A13	Replace typical bury (48") hydrant on functioning and restrained isolation valve (includes excavation, materials, backfill and compaction). Will not require a shut down or line stop.	EA.	10	\$ 5,900.00	\$ 59,000.00
A14	Replace typical bury (48") hydrant and "tie-back" unrestrained isolation valve providing valve is mechanical joint and not "push on" (includes excavation, materials, backfill and compaction). Will not require a shut down or line stop.	EA.	10	\$ 6,100.00	\$ 61,000.00
A15	Replace typical bury (48") hydrant and (or install) isolation valve on existing restrained MJ tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.	EA.	15	\$ 6,500.00	\$ 97,500.00
A16	Replace typical bury (48") hydrant, isolation valve and tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.	EA.	15	\$ 6,500.00	\$ 97,500.00
A16a	With 6" x 6" tee	EA.	3	\$ 1,000.00	\$ 3,000.00
A16b	With 6" x 8" tee	EA.	3	\$ 1,100.00	\$ 3,300.00
A16c	With 6" x 10" tee	EA.	2	\$ 1,500.00	\$ 3,000.00
A16d	With 6" x 12" tee	EA.	2	\$ 2,000.00	\$ 4,000.00
A16e	With 6" x 14" tee	EA.	2	\$ 4,000.00	\$ 8,000.00
A16f	With 6" x 16" tee	EA.	1	\$ 4,100.00	\$ 4,100.00
A16g	With 6" x 20" tee	EA.	1	\$5,000.00	\$ 5,000.00
A16h	With 6" x 24" tee	EA.	1	\$5,000.00	\$ 5,000.00
A17	Install new hydrant and (isolation) valve on existing typical 48" bury water main	EA.	25	\$ 6,100.00	\$ 152,500.00
A17a	With 6" x 6" wet tap	EA.	2	\$ 1,500.00	\$ 3,000.00
A17b	With 6" x 8" wet tap	EA.	2	\$ 1,500.00	\$ 3,000.00
A17a	With 6" x 10" wet tap	EA.	2	\$ 1,500.00	\$ 3,000.00
A17c	With 6" x 12" wet tap	EA.	2	\$ 1,800.00	\$ 3,600.00
A17d	With 6" x 14" wet tap	EA.	2	\$ 2,000.00	\$ 4,000.00
A17e	With 6" x 16" wet tap	EA.	2	\$ 2,200.00	\$ 4,400.00
A17f	With 6" x 20" wet tap	EA.	2	\$ 2,200.00	\$ 4,400.00
A17g	With 6" x 24" wet tap	EA.	2	\$ 2,200.00	\$ 4,400.00
A18	Abandon existing hydrant by installing restrained cap or plug with 2" blow-off assemble in isolation valve (includes materials, excavation, backfill and compaction)	EA.	10	\$ 3,200.00	\$ 32,000.00
A19	Installation of hydrant other than typical 48" bury (adder per foot)	LF.	30	\$250.00	\$ 7,500.00
A20	If hydrant set is more than 6' away from centerline of tee (adder per foot)	LF.	25	\$ 200.00	\$ 5,000.00
A21	If hydrant set requires additional restrained 6" MJ bend(s) (per fitting)	EA.	15	\$ 225.00	\$ 3,375.00

ITEM	DESCRIPTION	UNIT	EST. ANNUAL USAGE	UNIT PRICE	EXTENDED COST
GROUP B - VALVE SERVICES					
B1	Valve maintenance (includes sub-meter GPS location)	EA.	1000	\$ 37.00	\$ 37,000.00
B2	Valve maintenance (includes sub-foot GPS location)	EA.	750	\$ 37.00	\$ 27,750.00
B3	Valve maintenance (without GPS location)	EA.	350	\$37.00	\$ 12,950.00
B4	Raise valve box to grade < 12" depth (excluding concrete areas and vehicular arteries)	EA.	125	\$71.45	\$ 8,931.25
B5	Raise valve box to grade < 12" depth in concrete areas and vehicular arteries	EA.	100	\$425.00	\$ 42,500.00
B6	Raise valve box to grade (or replace valve box) > 12" depth but < 42" depth in concrete areas and vehicular arteries	EA.	50	\$ 200.00	\$ 10,000.00
B7	Raise valve box to grade (or replace valve box) > 12" depth but < 48" depth in concrete areas and vehicular arteries	EA.	50	\$ 200.00	\$ 10,000.00
B8	Replace existing 2" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	15	\$2,330.00	\$ 34,950.00
B9	Replace existing 4" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	15	\$ 3,800.00	\$57,000.00
B10	Replace existing 6" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	15	\$ 4,500.00	\$67,500.00
B11	Replace existing 8" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	15	\$5,000.00	\$ 75,000.00
B12	Replace existing 10" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	10	\$5,900.00	\$59,000.00
B13	Replace existing 12" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	5	\$8,000.00	\$ 40,000.00
B14	Replace existing 14" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	5	\$ 12,000.00	\$ 60,000.00
B15	Replace existing 16" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	5	\$ 15,000.00	\$ 75,000.00
B16	Replace existing 20" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	5	\$ 17,000.00	\$ 85,000.00
B17	Replace existing 24" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	1	\$27,000.00	\$ 27,000.00
B18	Installation of 4" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	10	\$7,000.00	\$ 70,000.00
B19	Installation of 6" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	10	\$7,800.00	\$ 78,000.00
B20	Installation of 8" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	10	\$ 9,000.00	\$ 90,000.00
B21	Installation of 10" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	5	\$15,000.00	\$75,000.00
B22	Installation of 12" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	5	\$16,000.00	\$ 80,000.00

ITEM	DESCRIPTION	UNIT	EST. ANNUAL USAGE	UNIT PRICE	EXTENDED COST
GROUP C - VALVE RELATED SERVICES					
B23	Realign valve box to grade in dirt, grass, sand or gravel (0' to 4' deep)	EA	100	\$75.00	\$ 7,500.00
B24	Realign valve box to grade in dirt, grass, sand or gravel (4' to 10' deep)	HOURLY ^{2,3}	25	\$ 125.00	\$ 3,125.00
B25	Realign valve box to grade in dirt, grass, sand or gravel (> 10' deep)	HOURLY ^{2,3}	25	\$ 125.00	\$ 3,125.00
B26	Realign valve box to grade in pavement (0' to 4" deep) includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	EA	15	\$ 1,200.00	\$ 18,000.00
B27	Realign valve box to grade in pavement (>4' to 10') includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	HOURLY ^{1,2,3}	15	\$300.00	\$ 4,500.00
B28	Realign valve box to grade in pavement (>10' deep) includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	HOURLY ^{1,2,3}	15	\$300.00	\$ 4,500.00
B29	Raise valve box to grade in dirt, grass, sand or gravel (> 4' to 10' deep)	HOURLY ^{2,3}	25	\$100.00	\$ 2,500.00
B30	Raise valve box to grade in dirt, grass, sand or gravel (> 10' deep)	HOURLY ^{2,3}	25	\$100.00	\$2,500.00
B31	Raise valve box to grade in pavement (>4' to 10') includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	HOURLY ^{1,2,3}	25	\$ 100.00	\$ 2,500.00
B32	Raise valve box to grade in pavement (>10' deep) includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	HOURLY ^{1,2,3}	10	\$ 100.00	\$ 1,000.00
B33	Clean out/vacuum valve box (pricing based on cleaning all of the County's valve boxes in lieu of assessment)	EA	1500	\$ 20.00	\$ 30,000.00
B34	Clean out valve box, where standard vacuum is not successful by digging, loosening and removing impacted debris and fill in around valve box (2 MEN AND EQUIPMENT)	EA	150	\$ 150.00	\$ 22,500.00
B35	Large valve repair as an hourly rate with the materials as a pass through. The hourly rate should factor in excavation equipment cost (3 MEN AND EQUIPMENT)	HOURLY ³	100	\$ 500.00	\$ 50,000.00
B36	Small valve repair such as 2" blow off. This includes plumbing in a 2" stainless steel fitting such as a short nipple, a stainless steel 90 degree elbow or other items as may be required. Hourly rate for labor and materials will be pass through. The reason this is separate from large valves is the excavation most likely will be shallow and done manually. (2 MEN AND EQUIPMENT)	HOURLY ³	250	\$ 225.00	\$ 56,250.00
	Exploratory excavation: Where no other accurate or cost effective means is available to discover, diagnose and recommend remediation, contractor will dig to uncover and identify cost effective options. This includes:			\$	\$
B37	Exploratory investigation 0' to 4' deep	HOURLY ^{1,2,3}	120	\$ 450.00	\$ 54,000.00
B38	Exploratory investigation > 4' to 10' deep	HOURLY ^{1,2,3}	150	\$ 225.00	\$ 33,750.00
B39	Exploratory investigation > 10' deep.	HOURLY ^{1,2,3}	50	\$ 300.00	\$ 15,000.00
B40	Installation of a 16" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA	2	\$45,000.00	\$ 90,000.00
B41	Installation of a 24" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA	2	\$ 60,000.00	\$ 120,000.00
Note:					
	(1) For this depth range, the permanent asphalt patch or sidewalk "joint" will be a pass-through item.				
	(2) Dewatering, trench safety, and any associated work (to be discussed beforehand to be billed as "pass through")				
	(3) For billing purposes, the hourly rate can be proportioned into increments of 15 minutes.				

ITEM	DESCRIPTION	UNIT	EST. ANNUAL USAGE	UNIT PRICE	EXTENDED COST
GROUP D - FLUSHING SERVICES					
D1	Uni-Directional Flushing Services performed at a combined rate			\$	\$
D1a	Contractor will review the UDF sequences developed by SCES and identify the locations and quantities of valves to be opened and closed for each sequence. Contractor will charge the price agreed upon for Item B3, "valve maintenance (without GPS location) for the opening and closing of valves for each sequence.	hourly	250	\$ 100.00	\$ 25,000.00
D1b	Contractor will at identified locations flow hydrants for each sequence at flush times as defined by the UDF Engineer to generate the desired flow rate and water exchange. Contractor will use hourly rate of Maintenance flushing (D2) This hourly rate only applies to the time spent by the technician to open, flush and close each hydrant.	hourly	500	\$ 100.00	\$ 50,000.00
D2	Maintenance Flushing Services performed at an hourly rate.	hourly	250	\$ 100.00	\$25,000.00
ITEM	DESCRIPTION	UNIT	EST. ANNUAL USAGE	UNIT PRICE	EXTENDED COST
GROUP E - ANCILLARY SERVICES (ADD TO ANY OF THE ABOVE HYDRANT AND/OR VALVE SCENARIOS IF APPLICABLE)					
E1	Required use of Ductile iron pipe in lieu of C-900 PVC pipe (cost to include any additional labor, materials, excavation, backfill and compaction)				
E1a	6 inch	LF.	50	\$ 50.00	\$ 2,500.00
E1b	8 inch	LF.	50	\$ 51.00	\$ 2,550.00
E1c	10 inch	LF.	25	\$ 80.00	\$ 2,000.00
E1d	12 inch	LF.	25	\$ 80.00	\$ 2,000.00
E1e	14 inch	LF.	10	\$ 100.00	\$ 1,000.00
E1f	16 inch	LF.	50	\$ 100.00	\$ 5,000.00
E1g	20 inch	LF.	10	\$ 300.00	\$3,000.00
E1h	24 inch	LF.	10	\$ 500.00	\$5,000.00
E2	Line stop services (includes materials, excavation on < 48" bury to bottom of pipe, backfill and compaction)				
E2a	4" line stop (SS fitting)	EA.	5	\$ 5,000.00	\$25,000.00
E2b	4" line stop (epoxy fitting)	EA.	5	\$ 5,000.00	\$ 25,000.00
E2c	6" line stop (SS fitting)	EA.	10	\$ 5,000.00	\$ 50,000.00
E2d	6" line stop (epoxy fitting)	EA.	10	\$ 5,000.00	\$ 50,000.00
E2e	8" line stop (SS fitting)	EA.	5	\$ 6,500.00	\$32,500.00
E2f	10" line stop (SS fitting)	EA.	5	\$ 7,000.00	\$35,000.00
E2g	12" line stop (epoxy fitting)	EA.	5	\$ 8,000.00	\$ 40,000.00
E2h	14" line stop (epoxy fitting)	EA.	5	\$ 11,000.00	\$55,000.00
E2i	16" line stop (epoxy fitting)	EA.	5	\$ 9,400.00	\$ 47,000.0
E2j	20" line stop (epoxy fitting)	EA.	5	\$ 14,000.00	\$70,000.00
E2k	24" line stop (epoxy fitting)	EA.	5	\$ 18,000.00	\$ 90,000.00

**ATTACHMENT A
CONFLICT OF INTEREST STATEMENT**

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

THIS FORM MUST BE SWORN TO AND SIGNED BY MEANS OF PHYSICAL PRESENCE OR ONLINE NOTARIZATION BY A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. I, Samuel Wick (Full Name of Affiant), certify that I am the Sales Director (Title) of R&M Service Solutions, LLC (Full Legal Name of Firm) with a local office in West Palm Beach, FL 33413 (City, State) and principal office located in San Antonio, FL 33576-7140 (City, State).
2. The above named entity is submitting an Expression of Interest for the Seminole County project described as Term Contract for Hydrant and Valve Maintenance, Repair and Flushing Services.
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his/her own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above named entity has no financial interest in any other entities submitting proposals for the same project.
5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. The Affiant certifies that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of Seminole County.
9. The Affiant certifies that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with Seminole County.
10. The Affiant certifies that no member of the entity's ownership or management is currently serving as a member of any Seminole County advisory board(s) or committee(s), or alternatively, state that (insert the individual's name) N/A, who is a member of the above-named entity's ownership or management, is currently serving as a member of the following Seminole County advisory board(s) or committee(s): N/A.
11. In the event that a conflict of interest is identified in the provision of services, the Affiant, on behalf of the above named entity, will immediately notify Seminole County in writing.

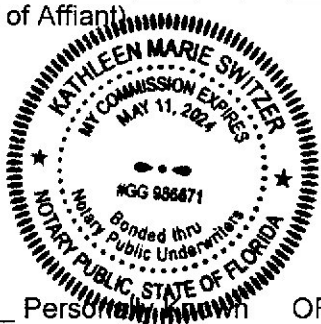
Samuel Wick
Signature of Affiant

Samuel Wick
Printed Name of Affiant

9/25/2020
Date

Sales Director
Title

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence OR ☐ online notarization, this 25 day of September, 2020, by Samuel Wick (Full Name of Affiant)



Kathleen Switzer
Signature of Notary Public – State of Florida

Kathleen Switzer
Print/Type/Stamp Commissioned Name of Notary Public

☒ Person known OR _____ Produced Identification

Type of Identification Produced: _____

Revised 3/2020

ATTACHMENT B COMPLIANCE WITH THE PUBLIC RECORDS LAW

Seminole County shall comply with the Public Records Law as provided by Chapter 119, Florida Statutes, and all applicable amendments. Applicants must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected by separate envelope, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a response authorizes release of your firm's credit data to Seminole County.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their submittal/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the County in a separate envelope marked "**EXEMPT FROM PUBLIC RECORDS LAW**". Failure to identify protected material via a separately marked envelopment will cause the County to release this information in accordance with the Public records Law despite any markings on individual pages of your submittal/proposal.

(a) *CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.*

(b) *CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:*

(1) *keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement;*

(2) *provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;*

(3) *ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and*

(4) *meet all requirements for retaining public records and transfer, at no cost to the COUNTY, all public records in possession of CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to COUNTY in a format that is compatible with the information technology system of COUNTY.*

(c) *Failure to comply with this Section shall be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR.*

By submitting a response to this solicitation, the company agrees to defend the County in the event we are forced to litigate the public records status of the company's documents.

Company Name: R&M Service Solutions, LLC

Samuel Wick
Signature of Affiant

Samuel Wick
Printed Name

Project Number: IFB-603974-20/CAR

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

ATTACHMENT C
WORKERS' COMPENSATION
COMPLIANCE CERTIFICATION

Chapter 440, Florida Statutes establishes a workers' compensation system designed to assure the quick and efficient delivery of disability and medical benefits to an injured worker and to facilitate the worker's return to gainful employment at a reasonable cost to the employer. It is the policy of Seminole County to do business only with those entities which are fully compliant with Chapter 440, including all reporting and premium payment requirements.

To comply with this requirement, the undersigned hereby certifies that

R&M Service Solutions, LLC

(Full Legal Name of Entity)

☒ Has fully complied with all requirements of Chapter 440, Florida Statutes, including provisions regarding reporting and premium payments; or

☐ Is exempt from the provisions of Chapter 440, Florida Statutes, for the following reasons:

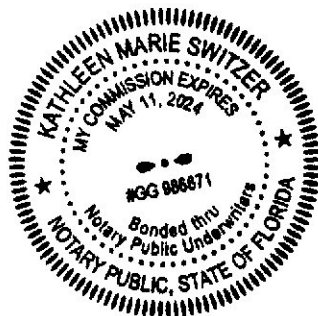
Signed: Samuel Wick

Printed Name: Samuel Wick

Title: Sales Director

STATE OF Florida
 COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of ☒ physical presence, or ☐ online notarization, this 25 day of September, 2020, by Samuel Wick, who is personally known to me or who has produced _____ as identification.



Kathleen Switzer

Signature of Person Taking Acknowledgement

Kathleen Switzer

Printed, Typed or Stamped Name

Administrative Assistant

Title or Rank

 Serial Number (if any)

ATTACHMENT D
W-9 FORM

**Request for Taxpayer
Identification Number and Certification**

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line, do not leave this line blank.	
2 Business name/disregarded entity name, if different from above R&M Servcie Solutions LLC	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► P <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ►	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) See instructions. 7256 Westport Place Suite A	Requester's name and address (optional) SEMINOLE COUNTY (SCES) 1301 EAST 2ND STREET SANFORD, FLORIDA 32771
6 City, state, and ZIP code West Palm Beach, FL 33413	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number								
			-					
or								
Employer identification number								
2	7		-	1	4	2	2	6 6 5

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ► 	Date ► 9/11/2020
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General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

ATTACHMENT E
DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Section 287.087, Florida Statutes, hereby certifies that

_____ R&M Service Solutions, LLC _____ does:
(Name of Business)

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

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

Samuel Wick

Bidder's Signature

R&M Service Solutions, LLC

Firm
09/25/2020

Date

Rev. 2/13/06

**ATTACHMENT F
AMERICANS WITH DISABILITIES ACT AFFIDAVIT**

The undersigned CONTRACTOR swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding the COUNTY.

The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 *et seq.* It is understood that in no event shall the COUNTY be held liable for the actions or omissions of the CONTRACTOR or any other party or parties to the Agreement for failure to comply with the ADA. The CONTRACTOR agrees to hold harmless and indemnify the COUNTY, its agents, officers, or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR's acts or omissions in connection with the ADA.

CONTRACTOR: R&M Service Solutions, LLC

Signature: Samuel Wick

Printed Name: Samuel Wick

Title: Sales Director

Date: 09/25/2020

Affix Corporate Seal (if applicable)

STATE OF FLORIDA

COUNTY OF Pasco

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 25 day of September, 2020, by Samuel Wick,
(name of person making statement)



Kathleen Switzer
Signature of Notary Public – State of Florida

Kathleen Switzer
Print/Type/Stamp Commissioned Name of Notary Public

X Personal Appearance OR

Produced Identification

Type of Identification Produced: _____

Revised 3/2020

**ATTACHMENT G
DRAFT AGREEMENT**

(All Exhibits will be incorporated prior to contract execution based on the successful Bidder)

**TERM CONTRACT FOR HYDRANT AND VALVE MAINTENANCE,
REPAIR, AND FLUSHING SERVICES
(IFB-603974-CAR)**

THIS AGREEMENT is dated as of the ____ day of _____ 20____, by and between _____, duly authorized to conduct business in the State of Florida, whose address is _____, in this Agreement referred to as “CONTRACTOR”, and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as “COUNTY”.

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide hydrant and valve maintenance, repair, and flushing services to Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent and qualified to provide materials and services to COUNTY and desires to provide materials and services according to the terms and conditions stated in this Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and CONTRACTOR agree as follows:

Section 1. Materials and Services. COUNTY hereby retains CONTRACTOR to provide materials and services as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. CONTRACTOR is also bound by all requirements as contained in the

solicitation package, all addenda to this package, and CONTRACTOR's submission in response to this solicitation. Required materials and services will be specifically enumerated, described, and depicted in the Purchase Orders authorizing purchase of specific materials and services. This Agreement standing alone does not authorize the purchase of materials and services or require COUNTY to place any orders for work.

Section 2. Term. This Agreement takes effect on November 24, 2020, notwithstanding the date of execution of this Agreement, and continues for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement will have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered by both parties under such Purchase Orders will remain in effect until delivery and acceptance of the materials authorized by the respective Purchase Order. The first three (3) months of the initial term are considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

Section 3. Authorization for Materials and Services. Authorization for provision of materials and services by CONTRACTOR under this Agreement must be in the form of written Purchase Orders issued and executed by COUNTY. A sample Purchase Order is attached as Exhibit B. Each Purchase Order will describe the materials and services required, state the dates for delivery of materials and services, and establish the amount and method of payment. The Purchase Orders must be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order for COUNTY during the life of this Agreement.

COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

Section 4. Time for Completion. The materials and services to be provided by CONTRACTOR will be delivered, as specified in such Purchase Orders as may be issued under this Agreement, within the time specified in the Purchase Order.

Section 5. Compensation. COUNTY shall compensate CONTRACTOR for the materials and services provided for under this Agreement on a Fixed Fee basis at the rates as outlined in Exhibit C. When a Purchase Order is issued on a Fixed Fee basis, then the applicable Purchase Order Fixed Fee amount will include any and all reimbursable expenses and will be based on the unit pricing attached to this Agreement, or as reduced in the quoting process leading to specific Purchase Orders.

Section 6. Payment and Billing.

(a) CONTRACTOR shall supply all materials and services required by the Purchase Order, but in no event will CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order materials and services actually provided, but in no event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) COUNTY shall make payments to CONTRACTOR when requested as materials and services are provided, but not more than once monthly. Each Purchase Order must be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any materials and services provided, the cost of the

materials and services provided, the name and address of CONTRACTOR, Purchase Order Number, Contract Number, and any other information required by this Agreement.

- (d) The original invoice must be sent to:

Director of County Comptroller's Office
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, FL 32772-8080

A copy of the invoice must be sent to:

Seminole County Environmental Services Utilities Operations Division
3300 Dike Road
Winter Park, FL 32792

- (e) Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

Section 7. General Terms of Payment and Billing.

- (a) Upon satisfactory delivery of materials and services required under this Agreement and upon acceptance of the materials and services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY. Upon review and approval of CONTRACTOR's invoice, COUNTY will, in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes, pay CONTRACTOR the approved amount.

- (b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined

will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to materials and services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such materials available at CONTRACTOR's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

Section 8. No Waiver by Forbearance. COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONTRACTOR is and will always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the materials or services provided under this Agreement.

Section 9. Termination.

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Purchase Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations under this Agreement. Upon receipt of such notice, CONTRACTOR shall immediately

discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR will be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations under this Agreement.

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR, but CONTRACTOR will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONTRACTOR include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(e) If after notice of termination for CONTRACTOR's failure to fulfill its obligations under this Agreement it is determined that CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

Section 10. Conflict with Contract Documents. Wherever the terms of this Agreement conflict with any Purchase Order issued pursuant to it or any other contract documents, including proposals submitted by CONTRACTOR, this Agreement will prevail. For the avoidance of doubt, proposals and any other documents submitted by CONTRACTOR are not incorporated into this Agreement, unless expressly stated otherwise.

Section 11. Equal Opportunity Employment. CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. CONTRACTOR shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

Section 12. No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY will have the right to terminate the Agreement at its sole discretion without liability and

to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 13. Conflict of Interest.

(a) CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

(b) CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of CONTRACTOR to be conducted under this Agreement and that no such person will have any such interest at any time during the term of this Agreement.

Section 14. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and in such cases only by a document of equal dignity with this Agreement.

Section 15. Subcontractors. CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

Section 16. Indemnification of COUNTY. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's

provision of materials or services under this Agreement caused by CONTRACTOR's act or omission in the performance of this Agreement.

Section 17. Insurance.

(a) General. CONTRACTOR shall procure and maintain insurance required under this Section at CONTRACTOR's own cost.

(1) CONTRACTOR shall provide COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). **The Certificate must have the Agreement number for this Agreement clearly marked on its face.** COUNTY, its officials, officers, and employees must be named additional insureds under the Commercial General Liability, Umbrella Liability and Business Auto policies. If the policy provides for a blanket additional insured coverage, CONTRACTOR shall provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the named additional insureds as described in this subsection. The Certificate of Insurance must provide that COUNTY will be provided, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal, or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(2) In addition to providing the Certificate of Insurance on a current ACORD Form, upon request as required by COUNTY, CONTRACTOR shall provide COUNTY with a

certified copy of each of the policies of insurance providing the coverage required by this Section within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the insurer, not the agent or broker.

(3) Neither approval by COUNTY nor failure to disapprove the insurance provided by CONTRACTOR will relieve CONTRACTOR of its full responsibility for performance of any obligation, including its indemnification of COUNTY, under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies must be authorized to conduct business in the State of Florida and prove such authorization by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation. Alternatively, policies required by this Agreement for Workers' Compensation/Employer's Liability, may be those authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies must have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period that an insurance company is providing the insurance coverage required by this Agreement, an insurance company (i) loses its Certificate of Authority, or (ii) fails to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an

insurer acceptable to COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection, at CONTRACTOR's sole expense. Except as otherwise specified in this Agreement, the insurance will become effective upon execution of this Agreement by CONTRACTOR and must be maintained in force until the expiration of this Agreement's term or the expiration of all Orders issued under this Agreement, whichever comes last. Failure by CONTRACTOR to maintain this required insurance coverage within the stated period will constitute a material breach of this Agreement, for which COUNTY may immediately terminate this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance must cover it for liability that would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. CONTRACTOR is also responsible for procuring proper proof of coverage from its subcontractors of every tier for liability that is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage must be included for the United States Longshoremen and Harbor Worker's Compensation Act, Federal Employee's Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there will be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Worker's Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy is required to be the following:

\$500,000.00	(Each Accident)
\$500,000.00	(Disease-Policy Limit)
\$500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR's insurance must cover it for those sources of liability that would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) CONTRACTOR shall maintain these minimum insurance limits:

General Aggregate	Two Times (2x) the Each Occurrence Limit
Personal & Advertising	\$1,000,000.00
Injury Limit	
Each Occurrence Limit	\$1,000,000.00
Pollution Liability	\$1,000,000.00

(3) Professional Liability Insurance. CONTRACTOR shall carry Professional Liability Insurance with limits of not less than One Million and No/100 Dollars (\$1,000,000.00).

(4) Business Auto Policy.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto used by CONTRACTOR. In the event CONTRACTOR does not own automobiles, CONTRACTOR shall maintain coverage for hired and non-owned auto liability for autos used by CONTRACTOR, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) The minimum limits to be maintained by CONTRACTOR must be per-accident combined single limit for bodily injury liability and property damage liability.

(C) The minimum amount of coverage under the Business Auto Policy is required to be the following:

Combined Single Limit	\$1,000,000.00
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(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees must be in excess of and not contributing to the insurance provided by or on behalf of CONTRACTOR.

(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability, and the Umbrella policy required by this Agreement must be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. If a claims-made basis, the coverage must respond to all

claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) Obligations. Compliance with the foregoing insurance requirements will not relieve CONTRACTOR, its employees, or its agents of liability from any obligation under this Section or any other Section of this Agreement.

Section 18. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures", Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 3.5540, "Contract Claims", Seminole County Administrative Code.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

Section 19. Representatives of COUNTY and CONTRACTOR.

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more of its employees to whom to address all communications pertaining to the day to day conduct of this Agreement. The designated representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONTRACTOR shall designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually and effectively advised of such designation.

Section 20. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

Section 21. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 22. Independent Contractor. Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is and will remain forever an independent contractor with respect to all services performed under this Agreement.

Section 23. Employee Status. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

Section 24. Services Not Provided For. No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

Section 25. Public Records Law.

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all requested public records in CONTRACTOR's possession, or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement,

(2) CONTRACTOR shall provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) CONTRACTOR shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice

to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.

Section 26. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 27. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

Section 28. Patents and Royalties. Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance

of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY any infringing products or services or procure a license at no cost to COUNTY that will allow continued use of the service or product. If none of the alternatives are reasonably available, COUNTY shall return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 29. Notices. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Seminole County Environmental Services Utilities Operations Division
3300 Dike Road
Winter Park, FL 32792

With a copy to:

Seminole County Purchasing & Contracts Division
1301 E. Second Street
Sanford, Florida 32771

For CONTRACTOR:

Section 30. Rights At Law Retained. The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

Section 31. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

Section 32. E-Verify System Registration.

(a) CONTRACTOR must register with and use the E-Verify system to verify the work authorization status of all new employees prior to entering into this Agreement with COUNTY. If COUNTY provides written approval to CONTRACTOR for engaging with or contracting for the services of any subcontractors under this Agreement, CONTRACTOR must require certification from the subcontractor that at the time of certification, the subcontractor does not employ, contract, or subcontract with an unauthorized alien. CONTRACTOR must maintain a copy of the foregoing certification from the subcontractor for the duration of the agreement with the subcontractor.

(b) If COUNTY has a good faith belief that CONTRACTOR has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated. If COUNTY has a good faith belief that a subcontractor knowingly violated this Section, but CONTRACTOR otherwise complied with this Section, COUNTY must promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate its agreement with the subcontractor.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

ATTEST:

, Secretary

(CORPORATE SEAL)

By: _____
, President

Date: _____

SEMINOLE COUNTY, FLORIDA

Witness

Print Name

Witness

Print Name

By: _____
BETSY COHEN, Interim Purchasing and
Contracts Manager

Date: _____

For the use and reliance of
Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution by the Board of
County Commissioners at its _____,
20_____, regular meeting.

County Attorney

DGSP/lpk

8/26/20

T:\Users\Legal Secretary CSB\Purchasing 2020\IFB-603974.docx

Attachments:

Exhibit A - Scope of Services

Exhibit B - Sample Purchase Order

Exhibit C - Contract Pricing

FLORIDA SALES: 85-8013708974C-0
FEDERAL SALES/USE: 59-6000856

Board of County Commissioners
PURCHASE ORDER



ORDER NUMBER:

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE
MUST REFER TO THIS ORDER NUMBER

S
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P

ORDER DATE

REQUISITION

REQUESTOR

VENDOR #

V
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ORDER INQUIRIES

PURCHASING AND CONTRACT DIVISION
1301 EAST SECOND STREET
SANFORD FLORIDA 32771
PHONE (407) 665-7116 / FAX (407) 665-7956
ANALYST

EXHIBIT B

DELIVERY

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS
ON THE REVERSE SIDE OF THIS ORDER.

TOTAL AMOUNT

SUBMIT ALL INVOICES IN DUPLICATE TO:
CLERK - B.C.C. FINANCE DIVISION
POST OFFICE BOX 8080
SANFORD, FL 32772

Accts. Payable Inquiries - Phone (407) 665 7656

Purchase Order Terms and Conditions

- 1. Acceptance/Entire Agreement.** This Purchase Order ("PO") is entered into between Seminole County, Florida ("County") and the Supplier referenced herein (individually, referred to as "Party," and collectively, "Parties"). By accepting this PO, Supplier accepts all Terms and Conditions contained herein. This PO, including specifications and drawings, if any, and referenced documents, such as solicitations and responses constitutes the entire agreement between the Parties. Whenever terms and conditions of Main Agreement, if any, conflict with any PO issued pursuant to Main Agreement, Main Agreement will control.
- 2. Inspection.** Notwithstanding any prior payment or inspection, all goods/services are subject to inspection/rejection by County at any time, including during manufacture, construction or preparation. To the extent a PO requires a series of performances by Supplier, County reserves right to cancel remainder of PO if goods/services provided during the term of PO are non-conforming or otherwise rejected. Without limiting any rights County may have, County, at its sole option, may require Supplier, at Supplier's expense to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services; or (b) refund price of any or all rejected goods or services. All rejected goods will be held for Supplier's prompt inspection at Supplier's risk. Nothing contained in PO will relieve Supplier's obligation of testing, inspection and quality control.
- 3. Packing & Shipping.** Unless otherwise specified, all goods must be packed, packaged, marked and prepared for shipment in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular good; (c) in accordance with local, state, and federal regulations; and (d) protected against weather. Supplier must mark all containers with necessary lifting, handling, shipping information, PO number, date of shipment and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment.
- 4. Delivery; Risk of Loss.** All goods are FOB destination, and risk of loss will remain with Supplier until delivery by Supplier and acceptance by County. Goods delivered by Supplier that are damaged, defective, or otherwise fail to conform to PO may be rejected by County or held by County at Supplier's risk and expense. County may charge Supplier for cost(s) to inspect, unpack, repack, store and re-ship rejected goods.
- 5. Delivery of Excess Quantities.** If Supplier delivers excess quantities of goods without prior written authorization from County, excess quantities of goods may be returned to Supplier at Supplier's expense.
- 6. Time is of the Essence.** Time is of the essence for delivery of goods /services under PO. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, entitles County to seek all remedies available at law or in equity. County reserves right to cancel any PO and procure goods/services elsewhere if delivery is not timely. Supplier agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to cancel PO, acceptance, or payment will not be deemed a waiver of County's right to cancel remainder of PO. Delivery date or time in PO may be extended if Supplier provides a written request in advance of originally scheduled delivery date and time and County agrees to delayed delivery in writing prior to originally scheduled delivery date and time.
- 7. Warranties.** Supplier warrants to County that all goods/services covered by PO conform strictly to specifications, drawings or samples specified or furnished by County, and are free from: (a) defects in title; and (b) latent or patent defects in material or workmanship. If no quality is specified by County, Supplier warrants to County that goods/services are of the best grade of their respective kinds, meet or exceed applicable standards for industry represented, are merchantable (as to goods) and are fit for County's particular purpose. Supplier warrants that at the time County accepts the goods/services, the goods/services will have been produced, sold, delivered and furnished in strict compliance with all applicable federal and state laws, regulations, ordinances, rules, labor agreements and working conditions to which goods/services are subject. Supplier warrants the title to goods furnished under PO is valid, transfer of such title to County is rightful and goods are free of any claims or liens of any nature whatsoever, whether rightful or otherwise, of any person, corporation, partnership or association. All applicable manufacturers' warranties must be furnished to County at time of delivery of goods or completion of service. All warranties are cumulative and are in addition to any other express or implied warranties provided by law.
- 8. Indemnification.** To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under PO or at law. Supplier's obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.
- 9. Insurance.** Supplier, at its sole expense, shall maintain insurance coverage acceptable to County. All policies must name County as an additional insured. All Insurance Certificates must be provided to the Purchasing and Contracts Division within ten (10) days of request. Supplier shall notify County, in writing, of any cancellation, material change, or alteration to Supplier's Certificate of Insurance.
- 10. Modifications.** PO may be modified or rescinded in writing by County.
- 11. Material Safety Data Sheets.** At time of delivery, Supplier agrees to provide County with a current Material Safety Data Sheet for any hazardous chemicals or toxic substances, as required by law.
- 12. Pricing.** Supplier agrees that pricing included on PO shall remain firm through and until delivery of goods and/or completion of services, unless otherwise agreed to by the Parties in writing.
- 13. Invoicing & Payment.** After delivery of goods/services by Supplier and acceptance by County, Supplier shall submit a properly certified invoice to: Seminole County Clerk of Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include County's Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218.70, Florida Statutes.
- 14. Taxes.** County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. County will not reimburse Supplier for taxes paid.
- 15. Termination.** County may terminate PO, in whole or in part, at any time, either for County's convenience or because of Supplier's failure to fulfill its obligations under PO, by written notice to Supplier. Upon receipt of written notice, Supplier must discontinue all deliveries affected unless written notice directs otherwise. In the event of termination, County will be liable only for materials procured, work completed or services rendered or supplies partially fabricated, within the authorization of PO. In no event will County be liable for incidental or consequential damages by reason of such termination.
- 16. Equal Opportunity Employer.** County is an Equal Employment Opportunity ("EEO") employer, and as such, requires all Suppliers to comply with EEO regulations with regards to race, color, religion, sex, national origin, age, disability or genetic information, as may be applicable to Supplier. Any subcontracts entered into, as authorized by County, must make reference to this clause with the same degree of application being encouraged.
- 17. Assignment.** Supplier may not assign, transfer, or subcontract PO or any right or obligation under it without County's written consent. Any purported assignment, transfer, or subcontract will be null and void.
- 18. Venue & Applicable Law.** The laws of the State of Florida govern validity, enforcement, and interpretation of PO. The sole jurisdiction and venue for any legal action in connection with PO will be in the courts of Seminole County, Florida.
- 19. Fiscal Non-Funding.** In the event sufficient budgeted funds are not available for payment to Supplier for a new fiscal period, County shall notify Supplier of such occurrence and PO will terminate on the last day of the current fiscal period without penalty or expense to County.
- 20. Public Records.** Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO. **IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT CUSTODIAN OF PUBLIC RECORDS AT: 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**
- 21. Right to Audit Records.** County will be entitled to audit the books and records of Supplier to the extent that the books and records relate to this PO. Supplier must maintain books and records relating to this PO for a period of three (3) years from the date of final payment under the PO, unless the County authorizes otherwise in writing.
- 22. Severability.** If any section, sentence, clause, phrase or portion of PO are, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed separate, distinct, and independent and such holding will not affect validity of remaining portion of PO.
- 23. Headings & Captions.** All headings and captions contained in PO are provided for convenience only, do not constitute a part of PO, and may not be used to define, describe, interpret or construe any provision of PO.