

**ORIGINAL**



**BID From:**

**Vanguard Utility Service, Inc.**

1421 W. 9<sup>th</sup> Street Owensboro, KY 42301  
Phone: (270) 926-4646 Fax: (270) 926-6393

Email: [sales@vusinc.com](mailto:sales@vusinc.com)  
[www.vusinc.com](http://www.vusinc.com)

**Florida Contractor's License No. CUC1225083**

**BID To:**

**City of Marco Island, FL  
City Clerk  
50 Bald Eagle Drive  
Marco Island, FL 34145**

**"Large Meter Assembly Maintenance, Testing, Repair,  
Calibration and Replacement Services"**

**ITB No. 2020-023**

**Due: July 9<sup>th</sup> 2020 @ 2:00PM**



# Vanguard Utility Service, Inc.

## Corporate Overview

**Vanguard Utility Service, Inc.** has been in business over 18 years and currently has over 100 employees; we can trace our roots back over 50 years in the water works industry. We are a second-generation company that specializes in the metering industry.

### History

***Vanguard is located in Owensboro, KY; a centrally located corporate facility to a major portion of the US population.*** We can provide in field test and recalibration of water meters as well as bench testing as needed. Our fleets of in field large meter test and repair vehicles are available coast to coast to assist Utilities with revenue generation and retention.

***We have at our facility State Certified Test Bench and Tanks, certified by the Public Service Commission according to AWWA Standards ( M6 Manual);*** our calibrated test bench insures that lower flows are accurate as possible without being influenced by debris or pressure fluctuations. Our equipment is certified to be within 1%+/- accurate according to AWWA standards. Vanguard has the capability to test meters up to 16".

***Our technicians are also Certified by the Public Service Commission,*** and average over 10 years of experience each in testing and repairing all brands and types of water meters.

***Vanguard began as an installation company to the water meter industry and has now evolved into a preferred installer to the entire metering industry that includes water, gas, and electric.*** We have invested in our company to stay on top of the AMR, AMI and Smart Metering requirements of the utility world. We hold utility contractor's license status in 16 states. Currently we are installing water meter projects as small as 1,000 points but we have also installed water projects exceeding 80,000 points in 12 months. Current Water meter projects number to over 1 million points and current electric meter projects number to 3 million points. Every project we attempt is given the attention it needs to succeed as designed. We have not failed on a single project in over 300 projects attempted. Our ability to create project managers and technicians that meet today's project needs can be traced to our senior management core. Our senior management includes professionals from the water, gas, and electric industries with 20-50 years experience or more. It is that bank of experience that has allowed Vanguard Utility Service, Inc. to flourish and become a leader in the meter industry today.

### Market Position

***Vanguard Utility Service, Inc. is well positioned to become the leader in the metering industry.*** We operate independent from the meter and AMR/AMI industry, however, our relationships with the manufacturers is well known and we continue to operate as a sought after provider from the industry itself. Our history of excellence and success has allowed us to realize triple digit growth year after year. We have formed alliances with some of the industries most respected names and that will allow Vanguard Utility Service, Inc. to continue to grow into the future.

## Principles

*Vanguard Utility Service, Inc. has at its core the understanding that to be better than the competition you have to make ongoing investments in your own company.* Vanguard accomplishes those principals by routine and ongoing investment in:

- *Securing the best human talent available*
- *Respecting each of its personnel individual talents*
- *Providing the best training and certification available*
- *Being the leader in technology development*
- *Managing every project – one project at a time*
- *Being aware of problems before they expand*
- *Managing for the future*

# PROPOSAL AFFIDAVIT

STATE OF Kentucky

COUNTY OF Daviess

Kathryn F. Kolter, being duly sworn, deposes and says that she is  
(Name of Secretary)

Secretary of Vanguard Utility Service, Inc., a corporation organized and existing  
(Name of Corporation)

under and by virtue of the laws of the State of Kentucky, and having its  
principal office at: (address)

1421 W. 9<sup>th</sup> Street

Owensboro, KY 42301

Affiant further says that it is familiar with the records, minutes, books and by-laws of

Vanguard Utility Service, Inc.  
(Name of Corporation)

Affiant further says that Robert Shelton Chief Financial Officer  
(Name of Officer) (Title)

of the corporation is duly authorized to sign the Proposal for

Large Meter Assembly Maintenance, Testing, Repair, Calibration and Replacement  
Services

Kathryn F. Kolter  
Kathryn F. Kolter Affiant

Sworn to before me and subscribed in my presence this thirteenth day of March 2020

Jennifer Kearns  
Notary Public # 6040084

My Commission Expires:

**My Commission Expires August 6, 2022**

Date

Daviess  
County

Kentucky  
State

The below forms V-1 through V-11 is your bid submittal

**PART V  
STANDARD BID FORMS**

**EXHIBIT V-1  
CONTRACT BID PROPOSAL**

Full Name of Bidder Vanguard Utility Service, Inc.  
Main Business Address 1421 West 9th Street.  
Place of Business Owensboro, KY 42301  
Telephone No. 270.926.4646 Fax No. 270.926.6393  
Email: Sales@vusinc.com

To: CITY MANAGER, CITY OF MARCO ISLAND, FLORIDA  
(hereinafter called the Owner)

The undersigned, as Bidder hereby declares that he has examined the Scope of Services and informed himself fully in regard to all conditions pertaining to the work to be done. The Bidder further declares that the only persons, company or parties interested in this Bid or the contract to be entered into as principals are named herein; that the Bid is made without connection with any other person, company or companies making a Bid; and it is in all respects fair and in good faith, without collusion or fraud.

The services to be furnished by us shall be performed in accordance with the requirements of the Invitation to Bid #2020-023 as issued by The City of Marco Island on June 10, 2020. Further, the Bidder acknowledges receipt of Addenda as follows:

Addendum #	Date Issued	Contractor's Initials
<u>N/A</u>	<u></u>	<u></u>
<u>N/A</u>	<u></u>	<u></u>
<u>N/A</u>	<u></u>	<u></u>

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 6th day  
July, 2020 in the City of Owensboro, in the State of KY.

Vanguard Utility Service, Inc.

Firm's **Complete Legal Name**

Check one of the following:

- ☐ Sole Proprietorship  
☒ Corporation or P.A.  
☐ Limited Partnership  
☐ General Partnership

Phone No. 270.926.4646

Email Sales@vusinc.com

1421 West 9th Street

Address

Owensboro, KY 42301

City, State, Zip

BY: Robert Shelton

Typed and Written Signature



Chief Financial Officer

Title

**EXHIBIT V-2**  
**BID PRICING**

**ALL COST SUBMITTED WILL INCLUDE LABOR, PERMITS, VEHICLES, TOOLS, AND MAINTENANCE OF TRAFFIC NEEDED TO PERFORM THE JOB (PARTS WILL BE ORDERED ON AS-NEEDED BASES AND ARE NOT TO BE INCLUDED IN THE GRAND TOTAL BID, HOWEVER STANDARD MARKUP RATE NEEDS TO BE PROVIDED IN THE BID RESPONSE AND WILL BECOME A PART OF THE CONTRACT)**

Meter size	Quantity	Cost Each	Total:
<b>Meter Calibration Test Cleaning of Strainer and Without Strainer</b>			
	<b>No Strainer</b>		
3"	15	\$175.00	\$2,625.00
4"	25	\$185.00	\$4,625.00
6"	33	\$195.00	\$6,435.00
8"	20	\$205.00	\$4,100.00
10"	n/a	N/A	N/A
	<b>With Strainer</b>		
3"	15	\$195.00	\$2,925.00
4"	25	\$195.00	4,875.00
6"	33	\$225.00	7,425.00
8"	20	\$235.00	\$4,700.00
10"	3	\$315.00	\$945.00
<b>Meter Retest and Calibration After Installation New Parts, Register, or Top Plate Assemblies</b>			
3"	4	\$55.00	\$220.00
4"	7	\$55.00	\$385.00
6"	8	\$70.00	\$560.00
8"	5	\$80.00	\$400.00
10"	2	\$90.00	\$180.00
<b>Full Meter Replacement with New Separate Strainer</b>			
3"	2	\$375.00	\$750.00
4"	2	\$485.00	\$970.00
6"	1	\$685.00	\$685.00
8"	1	\$1,125.00	\$1,125.00
10"	1	\$1,425.00	\$1,425.00
<b>Internal Repair of Water Meter</b>			
3"	3	\$185.00	\$555.00
4"	5	\$185.00	\$925.00
6"	5	\$215.00	\$1,075.00
8"	5	\$215.00	\$1,075.00
10"	1	\$245.00	\$245.00
<b>Remove and Install New Top Plate Assembly</b>			
3"	3	\$165.00	\$495.00
4"	3	\$175.00	\$525.00
6"	3	\$185.00	\$555.00



8"	1	\$205.00	\$205.00
10"	1	\$225.00	\$225.00
<b>Removal of Meter, Bench Testing, and Installation of Temporary or By-Pass Piping or Replacement Meter</b>			
3"	1	\$485.00	\$485.00
4"	1	\$585.00	\$585.00
6"	1	\$785.00	\$785.00
8"	1	\$1,125.00	\$1,125.00
10"	n/a	\$1,425.00	\$1,425.00
<b>Grand total bid:</b>			<b>\$55,640.00</b>

Contractor's price markup for all parts and meters 15 %

Contractor will provide copies to the Customer Service Manager of their cost from meter manufacturer or authorized dealer. Pay request will include contractor's cost, plus percentage markup so payment can be processed. All replacement parts and meters will be returned to the Utility. Pay requests can take to 30-days to process.

**Grand total bid cost in words:**

Fifty-Five Thousand Six Hundred Forty Dollars and Zero Cents

Signed: 

Date 07 / 06 / 2020

Company Name: Vanguard Utility Service, Inc.

Name and Title: Robert Shelton Chief Financial Officer



**EXHIBIT V-3**  
**REFERENCES**

On five pages or less, provide evidence of similar, past experience that demonstrates your ability to successfully provide the services being requested in this ITB. Include names, contact information and scope of services from the past five (5) years.



## Vanguard Utility Service, Inc.

### Meter Replacement References

#### **Mulga, AL**

505 Mulga Loop Rd

Mulga, AL 35118

**Contact:** W.Keith Varner , Mayor / Superintendent Cell #(205)332-7448 Email:[varner09.kv@gmail.com](mailto:varner09.kv@gmail.com)

**Project Name:** Contract "B" Mulga Water System AMR Water Project - Installation

**Contract Term:** Nov 2019-Feb 2020

**Final Contract Price:** 136,269

**Number of Meters:** 2067

**System:** radio-based AMR system

**Billing System:** CNI

**Performed As:** Prime

**Engineer:** Rod Hawkins

**Detail of Work Performed:** Install only: 2100 AMR meters, 500 meter boxes, backflow valves, curb stops & start up support

#### **Cape Coral, FL**

1015 Cultural Park Blvd

Cape Coral, FL 33990

**Contact:** Bill Sperry, PE Ph# (239) 574-0729 Cell # (804) 517-5312 Email: [wsperry@capecoral.net](mailto:wsperry@capecoral.net)

**Project Name:** 5/8" & 1" Potable Water Meter Exchange Program

**Contract Term:** July 2018 to current

**Final Contract Price:** \$500,000 to date

**Number of Meters:** 8,000

**Billing System:** Neptune Drive by System

**Detail of Work Performed:** Replacement of water meters sizes 5/8" to 1", Replace curb stop, meter boxes, and backflow preventers

#### **Gainesville, GA**

757 Queen City Parkway, SW

Gainesville, GA 30501-4358

**Contact:** Tammy Grier Ph#: (770)531-2663

Email: [tgrier@gainesville.org](mailto:tgrier@gainesville.org)

**Project Name:** Large Meter Change Outs

**Contract Term:** 2 months

Final Contract Price: \$44,820.27  
Number of Meters: 144  
System: Sensus OMNI C2  
Performed As: Prime Contractor  
Detail of Work Performed: Provided the labor for 144 Meter Change Outs; 2 Vault replacement and 1 box replacement.

**Woodlawn, TN**

2172 Woodlawn Road

Woodlawn, TN 37191

**Contact:** Lynn Burkhardt      **Ph#:** (931) 552-2921      **Email:** [lynnburkhart@woodlawnutility.biz](mailto:lynnburkhart@woodlawnutility.biz)

**Project Name:** Meter Replacement and Lid-Mount AMI Installation

**Contract Term:** 5 months

**Final Contract Price:** \$130,404.21

**Number of Meters:** 2,500 and 1,350 retrofits

**System:** Zenner

**Billing Software System:** United Systems

**Performed As:** Prime Contractor

**Detail of Work Performed:** Install a Zenner fixed network AMI system. The project includes the installation only of new meters, 5/8"x3/4" to 8", including installing and programming the Zenner Stealth MIU transmitters in the meter box.

**Greenville, KY**

118 Court Street

Greenville, KY 42345

**Contact:** Court Laubach      **Ph#:** (502)499-7000      **Email:** [claubach@trane.com](mailto:claubach@trane.com)

**Project Name:** Water Meter Replacement Installation Services

**Contract Term:** 1 year

**Final Contract Price:** \$103,642.00

**Number of Meters:** 2,091

**Performed As:** Subcontractor

**Detail of Work Performed:** Completed standard meter exchange of water meters 5/8"x3/4" through 8" for residential and commercial customers.

**Farm Hill Utilities, FL**

120 Madrid Road

Cantonment, FL 32533

**Contact:** Corinn Garrison      **Ph#** (850) 968-2573

**Project Name:** Water Meter Replacement

**Contract Term:** 3 months; Nov. 2016- Feb. 2017

**Final Contract Price:** \$98,000

**Number of Meters:** 1,700

**System:** Mueller

**Performed As:** Prime

**Engineering Firm:** N/A

**Detail of work performed:** Removal and installation of 1,700 5/8"x3/4" water meters and the rebuilding of meter settings.

**Collier County Water Department**

3327 Tamiami Trail E

Naples, FL 34112

**Contact:** Diana Dueri, Project Manager Ph# (239) 252-4218

**Email** [dianadueri@colliergov.net](mailto:dianadueri@colliergov.net)

**Project Name:** Small Meter Change Out

**Contract Term:** 11 Months - February 2015 through January 2016

**Final Contract Price:** \$363,648

**Number of Meters:** 10,000

**System:** Mueller System (Hersey Meters)

**Performed as:** Contractor:

**Engineering Firm:** N/A

**Detail of Work Performed:** Installation of ¾" to 1" Water Meters and Check Valves

**City of Evansville, IN**

1 NW Martin Luther King Jr Blvd

Evansville, IN 47708

**Contact:** Monte Merkel Ph# (812) 746-5202 **Email:** [Monte.Merkel@SL-serco.com](mailto:Monte.Merkel@SL-serco.com)

**Project Name:** Water Meter Change Out Full Deployment - Civic Center Complex

**Contract Term:** 2 years; July 2014 to July 2016

**Final Contract Price:** \$4,438,802

**Number of Meters:** 60,000

**System:** Sensus FlexNet

**Billing Software System:** Munis

**Performed as:** Subcontractor

**Engineering Firm:** N/A

**Detail of Work Performed:** Replaced Water Meters sizes 5/8" through 6", Replaced gate valve, worked with union plumbers, overall management and data integration.

**Test and Repair References****Indiana American Water**

51 Locust Street

Terre Haute, IN 47807

**Contact:** David Baker

**Email:** [david.baker@amwater.com](mailto:david.baker@amwater.com)

**Phone:** 812-208-8243

Test and Repair approximately 12 meters

**Citizen's Energy Group**

2020 N. Meridian St.

Indianapolis, IN 46202

**Contact:** George Reners

**Email:** [grenners@citizensenergygroup.com](mailto:grenners@citizensenergygroup.com)

**Phone:** 317-927-6002

Test and repair 300 meters annually

**Boone County Water**

P.O. Box 18

Burlington, KY 41005

Contact: Keith Feldhaus

Email: [kfeldhause@fuse.net](mailto:kfeldhause@fuse.net)

Phone: 859-586-6155

Test and repair 300 meters annually

**Two Rivers Utilities**

P.O. Box 1748

Gastonia, NC 28053

Contact: Mike Bynum

Email: [mikeb@tworiversutilities.com](mailto:mikeb@tworiversutilities.com)

Phone: 704-866-6043

Test and repair 50 meters biannually started in 2011

**Broad River Water Authority**

106 Duke Street

Spindale, NC 28160

Contact: Reid Hammit

Email: [rhammit@ncbrwa.com](mailto:rhammit@ncbrwa.com)

Phone: 828-429-8411

Test and Repair 10 meters annually

**City of Rockhill**

349 Columbia Ave.

Rockhill, SC 29730

Contact: Scott Turner

Email: [sturner@cityofrockhill.com](mailto:sturner@cityofrockhill.com)

Phone: 803-329-5512

**Fairfax Water**

8570 Executive Park Avenue

Fairfax, VA 22031

Contact: Donald Legg

Email: [Procld@fairfaxwater.org](mailto:Procld@fairfaxwater.org)

Phone: 703-289-6261

Test and Repair 584 meters

**Bonita Springs Utilities**

11900 E. Terry Street

Bonita Springs, FL 34135

Contact: Mike Prescott

Phone: 239-872-6228

Email: [Mikep@bsu.us](mailto:Mikep@bsu.us)



Vanguard Utility Service, Inc.  
Steve Chancey

**Summary:** 5 years of field experience in testing, repairing and replacing of industrial/commercial water meters.

**Professional Experience:**

Present: Field Technician/ Van Manager for Vanguard Utility Service, Inc. Responsible for field test, repair and replacement of industrial/commercial water meters. Start-up, training and management of residential replacement programs. Responsible for public relations in the field.

**Additional Training:** Certified for meter testing by Division of Weights and Measures in Lexington, KY. OSHA trained and certified

♦ Corporate ♦

• 1421 West 9<sup>th</sup> Street • Owensboro Kentucky 42301  
(270) 926-4646 • Fax (270) 926-6393 • (866) 691-4646

[www.vusinc.com](http://www.vusinc.com)  
[sales@vusinc.com](mailto:sales@vusinc.com)



NO. 170991

Permanent: reissue

New company name

COMMONWEALTH OF KENTUCKY

## PUBLIC SERVICE COMMISSION

This is to certify that Steve Chaney

having met the requirements of the Public Service Commission, and demonstrated competency in the theory and practice of Water Meter Testing, and having satisfactorily passed the examination therefore, is hereby designated a Certified Meter Tester for Longwood Utility Service, Inc.

By virtue of this certificate the above designated individual is authorized to act as a licensee of the Public Service Commission in regard to the metering of Water to public consumers, and is bound by his oath to faithfully discharge his duties in conformity with the rules of this Commission.

This certificate is valid until suspended, surrendered, or revoked, or until individual leaves the employ of the above named utilities.

Given in Frankfort, Kentucky, this 5th day of March, 19 2002.



William H. H. H.  
Commissioner

Robert A. Chaney  
Director of Engineering  
Steve Chaney  
Director Meter Standards Laboratory





## Vanguard Utility Service, Inc

### **Bret A. Bates**

#### **Large Meter Operations Manager**

**SUMMARY:** Thirty years field experience in testing, repairing and replacing of industrial water meters.

#### **PROFESSIONAL EXPERIENCE:**

**2002 - Present** – Field Technician/Van Manager for Vanguard Utility Service, Inc. – Responsible for field test, repair and replacement of industrial water meters and AMR retro-fits. Start up, training and management of residential replacement programs. Responsible for public relations in the field.

**May 1992 – Jan. 2002:** Vice President of Field Operations for Metro Meter Service, Inc. – Responsible for field test, repair and replacement of industrial water meters.

**June 1980 – May 1992** – General Manager – Large Meter Program for Vanguard Utility Service, Inc. Responsible for initiating, developing and maintaining large meter contracts. Administrative level position with responsibilities for work force management and training, as they relate to water meter technicians.

**Additional Training:** Certified for Meter Testing by Division of Weights & Measures in Lexington, Ky.

#### **PROJECT EXPERIENCE:**

##### **Denver Water – Colorado**

Project installer for commercial water meter upgrade/replacement of approximately 4,000 Badger Meter Water Meters - 1 ½" through 10" meters.

##### **City of Akron, Ohio**

Project installer for commercial installation of approximately 1,628 Hersey meters with Itron ERT – 1 ½" through 12" meters.

##### **City of Baltimore, MD**

Provided Large Water Meter Testing, Repair and Replacement for approximately 1,107 - primarily 2" through 12" water meters.



NO. W0127

Permanent; reissue  
New company name

COMMONWEALTH OF KENTUCKY

## PUBLIC SERVICE COMMISSION

This is to certify that Bret Alan Bates, having

met the requirements of the Public Service Commission, and demonstrated competency in the theory and practice of Water Meter Testing, and having satisfactorily passed the examination therefore, is hereby designated a Certified Meter Tester, for Vanguard Utility Service, Inc.

By virtue of this certificate the above designated individual is authorized to act as a licensee of the Public Service Commission in regard to the metering of Water to public consumers, and is bound by his oath to faithfully discharge his duties in conformity with the rules of this Commission.

This certificate is valid until suspended, surrendered, or revoked, or until individual leaves the employ of the above named utilities.

Given in Frankfort, Kentucky, this the 5th day of March, 19 2002.



Mark A. Hulse  
Chairman P.S.C.

Robert A. Amato  
Director of Engineering  
Ken Hulse  
Director Meter Standards Laboratory

**CONFINED SPACE SAFETY TRAINING**

***CERTIFICATE OF ATTENDANCE***

This is to certify that: **BRET BATES**  
(employee name)

Attended the: **CONFINED SPACE SAFETY CLASS**

Date of Attendance: **MARCH 19, 2007**  
(class dates)

Certified By: **John E Mann**  
(trainer signature)



PUBLIC SERVICE COMMISSION  
OF  
KENTUCKY

This is to certify that

NO. W0127

Bret Alan Bates

reissue

(Name)

has successfully completed the requirements to test water meters  
and is hereby authorized to perform these duties for

Vanguard Utility Service, Inc.

(Utility)

in compliance with the regulations of the PUBLIC SERVICE  
COMMISSION.

DATE: 3-5-02

Robert G. Harbo

Director of Engineering

**CONFINED SPACE SAFETY TRAINING**

***CERTIFICATE OF ATTENDANCE***

This is to certify that: Steve Chancey  
(employee name)

Attended the: CONFINED SPACE SAFETY CLASS

Date of Attendance: March 21, 2008  
(class dates)

Certified By: John E. Mann  
(trainer signature)

**EXHIBIT V-4**  
**E-VERIFY**

The City of Marco Island will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) (Section 2274A(e) of the Immigration and Nationality Act ("INA")). The City shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the City.

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

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

You may also sign-up for free webinars on E-Verify which are offered by the U.S. Department of Homeland Security. To see the schedule of webinars and register, click on the following link, which will take you to the US Department of Homeland Security's website: [E-Verify Webinars](#)

The Website for E-Verify is: <http://www.uscis.gov/e-verify>

(Contractor/ Architect/Engineer's Signature)

07/06/2020

Date

Robert Shelton Chief Financial Officer

Name and Title of Authorized Signee

Vanguard Utility Service, Inc.

Name of Corporation, Partnership, Trust, Etc.

**EXHIBIT V-5**  
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY**  
**AND VOLUNTARY EXCLUSION**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension (34 CFR, part 85, Section 85.510, Participant's Responsibilities).

"The Bidder certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the Florida Department of Transportation."



Contractor's Signature

Date 07/06/2020

Robert Shelton                      Chief Financial Officer

Name and Title of Authorized Signee

Vanguard Utility Service, Inc.

Name of Corporation, Partnership, Trust, Etc.

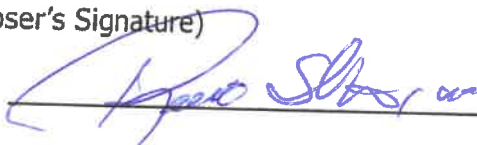
**(SEAL)**



**EXHIBIT V-6**  
**NON-COLLUSION CERTIFICATION**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise take any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid non-responsive and not eligible for award consideration.

(Proposer's Signature)



Date 07/06/2020

Robert Shelton Chief Financial Officer  
Name and Title of Authorized Signee

Vanguard Utility Service, Inc.  
Name of Corporation, Partnership, Trust, Etc.

**(SEAL)**

**EXHIBIT V-7**  
**SWORN STATEMENT UNDER SECTION 287.133 (3)(a),**  
**FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. 2020-023  
 For City of Marco Island

2. This sworn statement is submitted by Vanguard Utility Service, Inc.  
 (name of entity submitting sworn statement)  
 whose business address is: \_\_\_\_\_  
1421 West 9th Street. Owensboro, KY 42301

and its Federal Employer Identification Number (FEIN) is 30-004063  
 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)

3. My name is Robert Shelton and my relationship to the entity named  
 (please print name of individual signing) above is  
Chief Financial Officer

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliated" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power

to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief the statement that I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting the sworn statement on the convicted vendor list. **(attach a copy of the final order)**

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPHS 1-3 (ONE THRU THREE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

[Signature]  
(Signature)

07/06/2020

(Date)

STATE OF Kentucky  
COUNTY OF Daviess

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Robert J. Kears who, after first being sworn by me, affixed his/her signature in the space provided on this 10th day of July, 2020.

Jemiker Kears  
NOTARY PUBLIC

Commission number: 606084

Commission expires My Commission Expires August 6, 2022

**EXHIBIT V-8**  
**CONFLICT OF INTEREST DISCLOSURE FORM**

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose within their submittal the name of any officer, director, or agent who is also an employee of the City of Marco Island.

The mere appearance of a conflict may be as serious and potentially damaging. Reports of conflicts based on appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

(a) A public employee acting as a purchasing agent, or public officer acting in an official capacity, is prohibited from purchasing, renting, or leasing any realty, goods, or services for his or her agency from a business entity in which the officer or employee or his or her spouse or child owns more than a 5% interest. [Sec. 112.313(3), Fla. Stat.]

(b) A public officer or employee, acting in a private capacity, also is prohibited from renting, leasing, or selling any realty, goods, or services to his or her own agency if the officer or employee is a state officer or employee, or, if he or she is an officer or employee of a political subdivision, to that subdivision or any of its agencies. [Sec. 112.313(3), Fla. Stat.]

(c) A public officer or employee is prohibited from holding any employment or contract with any business entity or agency regulated by or doing business with his or her public agency. [Sec. 112.313(7), Fla. Stat.]

(d) A public officer or employee also is prohibited from holding any employment or having a contractual relationship which will pose a frequently recurring conflict between the official's private interests and public duties or which will impede the full and faithful discharge of the official's public duties. [Sec. 112.313(7), Fla. Stat.]

Please check one of the following statements and attach necessary documents if necessary:

  X   **To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.**

       **The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.**

Company Name Vanguard Utility Service, Inc.

Authorized Signature 

Name Robert Shelton

Title Chief Financial Officer

Date 07/06/2020

**EXHIBIT V-9**  
**FEDERAL CONTRACT PROVISIONS AND ASSURANCES**

**TO BE ELIGIBLE FOR FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) PUBLIC ASSISTANCE/REIMBURSEMENT, CITY OF MARCO ISLAND AND ITS CONTRACTORS MUST FOLLOW CERTAIN FEMA GUIDELINES.**

**PUPOSE OF THIS EXHIBIT IS TO ENSURE THOSE GUIDELINES ARE KNOWN TO ALL THE PARTIES AND ARE ADHERED TO.**

Certain activities under this contract might be funded in whole or in part by the Federal Government, or an Agency thereof. Federal Law requires that such contracts include certain provisions.

Per uniform requirements of federal awards (2 CFR Part 200.23) the definition of CONTRACTOR is an entity that receives a contract (including a purchase order).

The Contractor shall be responsible for being knowledgeable and performing any and all services under this contract in accordance with the following governing regulations along with any and all other relevant Federal, State, and local laws, regulations, codes and ordinances:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 44 C.F.R. Part 206
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- FEMA Public Assistance Program and Policy Guide, 2017 (in effect for incidents declared on or after April 1, 2017)

**Reporting:** The contractor will provide any information required to comply with the requirements and regulations pertaining to reporting. It is important that the contractor is aware of the reporting requirements of the City, as the Federal or State agencies may require the contractor to provide certain information, documentation, and other reporting in order to satisfy reporting requirements to be eligible for reimbursements.

**Access to Records:** (1) The contractor agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under this contract.

**Department of Homeland Security (DHS) Seal, Logo, and Flags:** The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.



**No Obligation by Federal Government:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from this contract.

**Program Fraud and False or Fraudulent Statements or Related Acts:** The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**Energy Efficiency Standards:** The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

**Termination:** Should the Contractor be found to have failed to perform his services in a manner satisfactory to the City as per this Agreement, the City may terminate said Agreement for cause; further the City may terminate this Agreement for convenience with a thirty (30) day written notice. The City shall be sole judge of non-performance. In the event that the City terminates this Agreement, Contractor's recovery against the City shall be limited to that portion of the Agreement Amount earned through the date of termination. The Contractor shall not be entitled to any other or further recovery against the City, including, but not limited to, any damages or any anticipated profit on portions of the services not performed.

**Rights to Inventions Made Under a Contract or Agreement:** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the City wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the City must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

**Changes:** Refer to Standard Contract/Purchase Order Terms and Conditions.

**Procurement of Recovered Materials (§200.322) (Over \$10,000):** (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price. (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

**Suspension and Debarment:** (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (2) The contractor must comply with 2 CFR pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters

into. (3) This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms §200.321** (a) The Solicitor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible. (b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

**Equal Employment Opportunity Clause (§60-1.4):** Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4.

During the performance of this contract, the contractor agrees as follows:

- I. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- II. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.



- III. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- IV. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- V. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- VI. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- VII. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) (over \$100,000):**

Where applicable, all contracts awarded by the solicitor in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or

permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

**Administrative, Contractual, or Legal Remedies (over \$150,000):** Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

**Clean Air Act and Federal Water Pollution Control Act: (over \$150,000)** (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.* (2) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* (3) The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. (4) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 (as amended) (over \$100,000):** Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

## **STATE PROVISIONS**

**Convicted Vendor and Discriminatory Vendors List** Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or Contractor under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

**Lobbying:** No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or any state agency.

**Inspector General Cooperation:** The Parties agree to comply with Section 20.055(5), Florida Statutes, for the inspector general to have access to any records, data and other information deemed necessary to carry out his or her duties and incorporate into all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

**Record Retention -** The contractor shall maintain and retain sufficient records demonstrating its compliance with the terms of the Agreement for a period of at least five (5) years after final payment is made and shall allow the City, FDEM, or its designee's access to such records upon request.

**Acknowledgement of Terms, Conditions, and Grant Clauses****CERTIFICATION**

If the vendor subcontracts any of the work required under this Agreement, a copy of the signed contract must be available to the Department for review and approval. The vendor agrees to include in the subcontract that (1) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The recipient shall document in the quarterly report the subcontractor's progress in performing its work under this agreement. For each subcontract, the Recipient shall provide a written statement to the Department as to whether the subcontractor is a minority vendor as defined in Section 288.703, Fla. Stat.

On behalf of my firm, I acknowledge, the grant requirements identified in this document.

Vendor/Contractor Name Vanguard Utility Service, Inc.

Date 07/06/2020

Authorized Signature



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION**

**Contractor Covered Transactions**

- (1) The prospective subcontractor of the Sub-recipient, City, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-recipient's subcontractor is unable to certify to the above statement, the prospective contract shall attach an explanation to this form.

CONTRACTOR: Vanguard Utility Service, Inc.

By: 

Signature

Robert Shelton Chief Financial Officer  
Name and Title

1421 West 9th Street  
Street Address

Owensboro, Kentucky 42301  
City, State, Zip

10-833-8125  
DUNS Number

07/06/2020  
Date

Sub-Recipient Name: City of Marco Island:



CITY OF MARCO ISLAND																					
ANTICIPATED DISADVANTAGED, MINORITY, WOMEN OR VETERAN PARTICIPATION STATEMENT																					
Status will be verified. Unverifiable statuses will require the PRIME to either provide a revised statement or provide source documentation that validates a status.																					
A. PRIME VENDOR/CONTRACTOR INFORMATION																					
PRIME NAME		PRIME FEID NUMBER		CONTRACT DOLLAR AMOUNT																	
IS THE PRIME A FLORIDA-CERTIFIED DISADVANTAGED, MINORITY OR WOMEN BUSINESS ENTERPRISE? (DBE/MBE/WBE) OR HAVE A SMALL DISADVANTAGED BUSINESS BA CERTIFICATION FROM THE SMALL BUSINESS ADMINISTRATION? A SERVICE DISABLED VETERAN?		VETERAN ?	Y	<input type="checkbox"/> N	IS THE ACTIVITY OF THIS CONTRACT ...  CONSTRUCTION? <input type="checkbox"/> Y <input type="checkbox"/> N CONSULTATION? Y <input type="checkbox"/> N  OTHER? Y <input type="checkbox"/> N																
		DBE ?	Y	<input type="checkbox"/> N																	
		MBE ?	Y	<input type="checkbox"/> N																	
		WBE ?	Y	<input type="checkbox"/> N																	
		SOB BA ?	Y	<input type="checkbox"/> N																	
IS THIS SUBMISSION A REVISION?		Y	<input type="checkbox"/> N	IF YES, REVISION NUMBER _____																	
B. IF PRIME HAS SUBCONTRACTOR OR SUPPLIER WHO IS A DISADVANTAGED MINORITY, WOMEN-OWNED, SMALL BUSINESS CONCERN OR SERVICE DISABLED VETERAN, PRIME IS TO COMPLETE THIS NEXT SECTION																					
DBE M/WBE VETERAN	SUBCONTRACTOR OR SUPPLIER NAME	TYPE OF WORK OR SPECIALTY	ETHNICITY CODE (SEE BELOW)	SUB/SUPPLIER DOLLAR AMOUNT	PERCENT OF CONTRACT DOLLARS																
TOTALS																					
C. SECTION TO BE COMPLETED BY PRIME VENDOR/CONTRACTOR																					
NAME OF SUBMITTER		DATE		TITLE OF SUBMITTER																	
Robert Shelton		07/06/2020		Chief Financial Officer																	
EMAIL ADDRESS OF PRIME		TELEPHONE NUMBER		FAX NUMBER																	
sales@vusinc.com		270-926-4646		270-926-6393																	
NOTE: This information is used to track and report anticipated DBE or MBE participation in federally-funded contracts. The anticipated DBE or MBE amount is voluntary and will not become part of the contractual terms. This form must be submitted at time of response to a solicitation. If and when awarded a County contract, the prime will be asked to update the information for the grant compliance files.																					
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">ETHNICITY</th> <th style="text-align: center;">CODE</th> </tr> </thead> <tbody> <tr><td>Black American</td><td>BA</td></tr> <tr><td>Hispanic American</td><td>HA</td></tr> <tr><td>Native American</td><td>NA</td></tr> <tr><td>Subcont. Asian American</td><td>SAA</td></tr> <tr><td>Asian-Pacific American</td><td>APA</td></tr> <tr><td>Non-Minority Women</td><td>NMW</td></tr> <tr><td>Other: not of any other group listed</td><td>O</td></tr> </tbody> </table>						ETHNICITY	CODE	Black American	BA	Hispanic American	HA	Native American	NA	Subcont. Asian American	SAA	Asian-Pacific American	APA	Non-Minority Women	NMW	Other: not of any other group listed	O
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Asian-Pacific American	APA																				
Non-Minority Women	NMW																				
Other: not of any other group listed	O																				
D. SECTION TO BE COMPLETED BY THE CITY OF MARCO ISLAND																					
DEPARTMENT NAME		CITY OF MARCO ISLAND CONTRACT # (IFB/RFP or PO/REQ)		GRANT PROGRAM / CONTRACT																	
ACCEPTED BY: (PRINT NAME)					DATE																
SIGN:																					

**LOBBYING CERTIFICATION**  
**(To be submitted with each bid or offer exceeding \$100,000)**

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Contractor (Firm Name) Vanguard Utility Service, Inc.

Signature of Contractor's Authorized Official 

Name and Title of Contractor's Authorized Official Robert Shelton Chief Financial Officer

Date 07/06/2020



**EXHIBIT V-10**  
**BUSINESS LICENSES**

**BUSINESS LICENSES**

Attach copies of business licenses to this form.

# *State of Florida*

## *Department of State*

I certify from the records of this office that VANGUARD UTILITY SERVICE, INC. is a Kentucky corporation authorized to transact business in the State of Florida, qualified on March 25, 2002.

The document number of this corporation is F02000001575.

I further certify that said corporation has paid all fees due this office through December 31, 2020, that its most recent annual report/uniform business report was filed on February 3, 2020, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Third day of February, 2020*



*Randy H. ...*  
**Secretary of State**

Tracking Number: 1698010176CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, 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

**SHELTON, ROBERT EDGAR**

VANGUARD UTILITY SERVICE, INC  
1421 W 9TH STREET  
OWENSBORO, KY 42301

**LICENSE NUMBER: CUC1225083**

**EXPIRATION DATE: AUGUST 31, 2020**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

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

**EXHIBIT V-11**  
**CHECKLIST**

**IMPORTANT:** Sign in the spaces indicated and submit with your bid.

Bidder should check off each of the following items as the necessary action is completed:

1. The ITB has been signed.
2. Any required forms, qualification statements, etc. have been included.
3. Any addendums (if any) have been acknowledged.
4. Bid schedule is included

Vanguard Utility Service, Inc.  
Company Name

Chief Financial Officer  
Signature & Title

Date: 07/06/2020