

## **AGREEMENT**

THIS AGREEMENT is entered by and between **PASCO COUNTY, FLORIDA**, by and through its Board of County Commissioners (hereinafter called "Owner") and **Odyssey Manufacturing Co.** (hereinafter called "Contractor").

### **WITNESSETH:**

**WHEREAS**, Owner desires to retain Contractor to provide **As Needed On-Going Chemical Feed System Maintenance, Repairs & Replacements Services**; and

**WHEREAS**, Owner has selected Contractor in accordance with competitive bidding procedures; and

**WHEREAS**, Contractor agrees to serve as Owner's Contractor for **As Needed On-Going Chemical Feed System Maintenance, Repairs & Replacements Services** based upon the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the premises set forth hereinabove, and of the mutual promises hereinafter set forth, the sufficiency and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

### **ARTICLE 1 - WORK**

The Contractor will furnish of all labor, materials, appurtenances, equipment, temporary loaner equipment if needed, start-up services, disposal of tanks and consumed materials, all reports, preventative maintenance logs, repair and replacement documentation, permitting, training, engineering, and operations and maintenance support of the chemical dosing and metering systems.

### **ARTICLE 2 – OWNER'S REPRESENTATIVE**

The Project is administered by:

Public Infrastructure  
Pasco County Utilities Department

Who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Owner's representative in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

### **ARTICLE 3 - CONTRACT TIME**

- 3.1 Except as otherwise specified herein, the Agreement shall remain in full force and effect from October 22, 2022 and continue for three years through October 21, 2025, unless otherwise

terminated or extended as provided in this Agreement, unless cancelled in writing by Pasco County and if funds are available.

- 3.2 In the event that a properly executed Work Order initiated within the initial term of the Agreement, or Addendum to such Work Order requires or expressly permits work to be performed by the Contractor after termination of this Agreement, such WORK ORDER or Addendum to such Work Order shall automatically extend the effective period of the Agreement to coincide with the completion date delineated in the Work Order or Addendum to such Work Order.
- 3.3 Each Work Order will be completed within the time stipulated in the Work Order Form.
- 3.4 Liquidated Damages. The Contractor agrees that should the Contractor fail to complete the work as specified in any work as directed in the Work Order(s), the Contractor shall pay the Owner for delay and loss of use, and not as a penalty but as liquidated damages, the sum of One Hundred Dollars and 00/100 (\$100.00) for each calendar day after the date of completion listed in the Work Order. Default days will be counted in calendar days, excluding Sundays and legal holidays.

#### **ARTICLE 4 - CONTRACT PRICE**

- 4.1 The Owner shall pay the Contractor for completion of the Work in current funds and in accordance with the Contract Documents subject to the Not to Exceed amount of **\$ 739,123.00** for the three-year term, provided however, the Owner may increase this amount via unilateral Change Order.
- 4.2 All incidental costs, including allowances for profit and tools of the trade, must be included in the Contract bid prices.

#### **ARTICLE 5 - CONFLICTS**

- 5.1 To the extent there is a conflict regarding indemnification and contract term between the Instructions to bidders and this Agreement, the provisions of this Agreement will control.

#### **ARTICLE 6 - TERMINATION OF AGREEMENT**

- 6.1 In return for good and valuable consideration in the amount of \$100.00, the receipt of which is acknowledged by the Contractor, Owner may terminate or cancel this Agreement at its discretion and termination will be effective, with cause immediately or without cause after 30 days, after written notice has been provided to the Contractor.
- 6.2 Following termination, Owner shall make a settlement with the Contractor upon a pro rata basis as determined by Owner, which will fix the value of the Services performed by the Contractor prior to the termination or cancellation of this Agreement.

## **ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS**

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- 7.1 Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
- 7.2 Contractor understands the estimate of quantities of the various items of work and materials, if set forth in the Proposal Form, is approximate only and is given solely to be used as a uniform basis for the comparison of Proposals. The quantities actually required to complete the work may be less or more than so estimated, and, if awarded a contract for the work specified, the Contractor agrees that he will not make any claim for damages or for loss of profits or for an extension of time because of a difference between the quantities of the various classes of work assumed for comparison of Proposals and quantities of work actually performed. The Owner further reserves the right to vary the quantities in any amount.

## **ARTICLE 8 - CONTRACT DOCUMENTS**

The Contract Documents, which comprise the entire Agreement between Owner and Contractor concerning the Work, consist of the following:

- 8.1 This Agreement.
- 8.2 Invitation to Bid.
- 8.3 Instructions to Bidders.
- 8.4 Conditions of Contract.
- 8.5 Proposal and Bid Forms.
- 8.6 Insurance Certificates.
- 8.7 Contract Forms
- 8.8 Specifications.
- 8.9 Exhibits.
- 8.10 Addenda numbers 0 to, 0 inclusive.
- 8.11 Documents submitted by Contractor prior to Notice of Award (Pages 30 to, 42 inclusive, company resumes, Odyssey Organizational Chart, list of experience, and Odyssey Corporate Resolution).

- 8.12 The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All written WORK ORDERS or authorizations; all written amendments; and all other documents amending, modifying, or supplementing the Contract Documents.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified, or supplemented as provided in the Conditions of Contract section of the Contract Documents.

#### **ARTICLE 9 - SUBCONTRACTORS**

The Contractor shall not sublet, assign, or transfer any Goods and/or Services specifically set forth under this Agreement without the prior written consent of Owner. All persons used by the Contractor for fulfilling the requirements of this Agreement must be employees of the Contractor.

#### **ARTICLE 10 – INDEMNIFICATION**

- 10.1 The CONTRACTOR shall indemnify and hold harmless the COUNTY and the employees and agents of the COUNTY from, and against, all liabilities, claims, suits, demands, damages, losses, and expenses, including, but not limited to, attorneys' fees, arising out of, or resulting from, the performance of the Work, provided that any such liability, claim, suit, demand, damage, loss, or expense: (a) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and (b) is caused in whole or part by an act or omission of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.
- 10.2 In any and all claims against the COUNTY, or against any of the agents or employees of the COUNTY, by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph will not be limited in any way as to the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under workmen's compensation acts, disability benefit acts, or other employee benefit acts.
- 10.3 The CONTRACTOR shall indemnify and hold harmless the COUNTY and anyone directly or indirectly employed by the COUNTY from and against all claims, suits, demands, damages, losses, and expenses including, but not limited to, attorneys' fees, arising out of any infringement of patent rights, copyrights, trademarks, trade dress, or other intellectual property rights held by others, and shall defend all such claims in connection with any alleged infringement of such rights.
- 10.4 The CONTRACTOR shall, at the option of the COUNTY, underwrite on an interim basis all expenses associated with the legal defense of the COUNTY, pending the outcome of any litigation through appeal, with respect to any liabilities, claims, suits, demands, damages,

losses, and expenses, including, but not limited to, attorneys' fees, for which the CONTRACTOR may be liable to the COUNTY, in whole or in part, pursuant to 10.1 – 10.3 above, irrespective of whether said liabilities, claims, suits, demands, damages, losses, and expenses, including, but not limited to, attorneys' fees, may ultimately be found by a court of law to have been caused, in whole or in part, by the negligence or other fault of the COUNTY. In discharging this duty to the COUNTY, the CONTRACTOR shall strictly account to the COUNTY on a monthly basis for all expenditures so incurred. Upon the conclusion of any litigation through appeal, to the extent that the CONTRACTOR has been found less than fully liable for any liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, the COUNTY shall reimburse the CONTRACTOR for that portion of the reasonable costs of underwriting the legal defense of the COUNTY.

- 10.5 With respect to, and in consideration for, the indemnification provided herein by the CONTRACTOR, as well as the duty of the CONTRACTOR, at the option of the COUNTY, to underwrite the legal defense of the COUNTY pending the outcome of any litigation through appeal, the COUNTY agrees to pay to the CONTRACTOR, as separate consideration, the sum of \$100.00, the sufficiency and receipt of which is hereby acknowledged.
- 10.6 Notwithstanding any language to the contrary which may be contained herein, the ultimate duty of the CONTRACTOR to indemnify and hold the COUNTY harmless under this Article will be limited to the extent that any liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, are caused by the negligence, recklessness, or intentional wrongful misconduct of the indemnifying party and persons employed or utilized by the indemnifying party in the performance of the construction contract.

#### **ARTICLE 11 - MISCELLANEOUS**

- 11.1 Contractor shall provide Goods and/or perform all Services under this Agreement as an independent contractor. Contractor will not be considered an agent of Owner nor will Contractor's subcontractors, suppliers, experts, or other persons, or organizations retained or utilized by the Contractor be considered agents of Owner.
- 11.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 11.3 Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.

- 11.4 The Contractor hereby guarantees all work performed in accordance with the terms of the Contract with Owner against defects due to faulty workmanship or materials for a period of 365 days from the date of service. During the period of the guarantee, the Contractor agrees to make all repairs necessitated by reason of faulty workmanship or materials at no cost to the owner, subject to the following additional conditions.
- 11.4.1 This guarantee is in addition to factory warranties covering certain equipment where applicable under contract.
- 11.4.2 Nothing herein contained will serve to modify or limit the obligations of the Contractor to faithfully fulfill and complete its obligations under the Contract.
- 11.4.3 Specifically excluded from this guarantee is maintenance of equipment or repair of any damage caused by normal wear and tear, fire, windstorm, or other casualties.
- 11.5 The Agreement will be governed by and construed under the laws of the State of Florida.
- 11.6 Venue for any action arising under this Agreement will lie in Pasco County, Florida at the West Pasco Judicial Center.
- 11.7 During the performance of this Agreement, the CONTRACTOR herein assures the COUNTY that said CONTRACTOR is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and The Florida Civil Rights Act of 1992 in that the CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against the employees of the CONTRACTOR or its applicants for employment. The CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this Statement of Assurance. Furthermore, the CONTRACTOR herein assures the COUNTY that said CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964 when any Federal grant is involved. Other applicable Federal and State laws, executive orders and regulations prohibiting the type of discrimination as hereinabove delineated are included by this reference thereto. This Statement of Assurance shall be interpreted to include Vietnam Era Veterans and Disabled Veterans within its protective range of applicability.
- 11.8 Any notices or other writings permitted or required to be delivered as described and required under the provisions of this Agreement must be delivered by sending the notice by Certified Mail, Return Receipt Requested, and addressed as follows:

**If to Owner:**

Pasco County Utilities  
19420 Central Boulevard  
Land O' Lakes, FL 34637

**Attention:** Branford N. Adumuah  
Interim Assistant County Administrator, Public Infrastructure

**If to the Contractor:**

Odyssey Manufacturing Company  
1484 Masaro Blvd  
Tampa, FL 33619

**Attention:** Pat Allman, General Manager

**ARTICLE 12 – LAW COMPLIANCE**

Each party will comply will all applicable Federal, State and Local laws, rules, regulations and guidelines, related to performance under this Agreement. In particular, the Contractor verifies and affirms that it is in compliance with 8 USC Sec. 1324 prohibiting the employment either directly or by contract, subcontract or exchange of unauthorized aliens in the United States. The County will consider the employment of unauthorized aliens by any Contractor during the term of the Agreement a violation of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of this Agreement by the County.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly qualified representatives on the date noted below.

CONTRACTOR,

WITNESS:

*M. J.*

Marilyn Soler

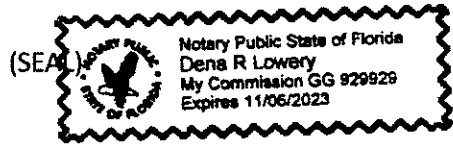
Date: 8/16/22

Odyssey Manufacturing Co.

By: *[Signature]*

Patrick A. Allman

Name



ATTEST:

*Nikki Alvarez-Sowles*

Nikki Alvarez-Sowles, Esq.  
Pasco County Clerk & Comptroller

OWNER,  
PASCO COUNTY, FLORIDA

By: *Kathryn Starkey*  
KATHRYN STARKEY, CHAIRMAN

APPROVED  
IN SESSION

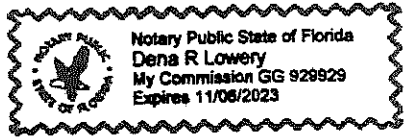
JUL 11 2022

Date: PASCO COUNTY  
BCC



NOTARY ACKNOWLEDGMENT

STATE OF FL }  
COUNTY OF Hillsborough } ss



The foregoing instrument was acknowledged before me by means of [  ] physical presence or [  ] online notarization on this 15 day of August, 2022, by [as applicable, complete one of the choices below]:

FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name] Patrick Allman who executed the foregoing instrument as [Title] GM of [Corporation or Company Name] Odyssey Manufacturing a [check one] [  ] corporation [  ] limited liability company, organized under the laws of [State] FL, and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name]

FOR PARTNERSHIP:

[Name] Partner (or Agent), on behalf of [Name of Partnership] partnership, a [State]

Said person is personally known to me or has produced \_\_\_\_\_ as identification on behalf of [Name, or Name of Corporation, Company, Partnership, Principal, as applicable]:

Dena R Lowery  
Signature of person taking acknowledgment

Dena R Lowery  
Name typed, printed or stamped

\_\_\_\_\_  
Title or rank

\_\_\_\_\_  
Serial number (if any)




May 17, 2022

Re: **CORPORATE RESOLUTION FOR AUTHORITY TO SIGN BIDS, BID FORMS, CONTRACTS, BONDS & PERMITS ON BEHALF OF ODYSSEY MANUFACTURING CO.**

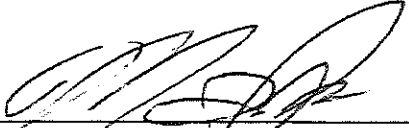
To Whom It May Concern,

WHEREAS, the Board of Directors of Odyssey Manufacturing Co. has determined it to be in the best interest of the Corporation to establish a Corporate Resolution. Be it: **RESOLVED**, The undersigned hereby certifies that Patrick H. Allman, its General Manager, is authorized to sign bids and all bid forms; to execute agreements and any documents associated with these agreements; to sign bonds of any type; and to sign any permit documents on behalf of Odyssey Manufacturing Co. Additionally, the undersigned is the duly elected and qualified Secretary and the custodian of the books and records and seal of Odyssey Manufacturing Co., a corporation duly formed pursuant to the laws of the state of Delaware and that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors and that said meeting was held in accordance with state law and the Bylaws of the above-named Corporation on May 17, 2022, and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 17<sup>th</sup> day of May, 2022.

  
\_\_\_\_\_  
Stephen Sidelko, Secretary

CORPORATE SEAL

  
\_\_\_\_\_  
Marvin T. Rakes, President



August 10, 2022

Mr. Pat Allman  
Odyssey Manufacturing Company  
1484 Massaro Blvd  
Tampa, FL 33619

**RE: IFB-KM-22-179 – ON GOING CHEMICAL FEED SYSTEM MAINTENANCE REPAIRS & REPLACEMENT**

Mr. Allman,

Please be advised that Pasco County has completed their review of bids received in response to the above-referenced solicitation. As a result, it is our intent to recommend award for the above-referenced solicitation to your firm in the amount of **\$739,123.00** for the three-year term of the contract.

Our recommendation will be presented to the Board of County Commissioners (BCC) for its review and approval. Two signed Agreements and the following documents must be returned to my office **AS SOON AS POSSIBLE. DO NOT DATE THE AGREEMENTS** as they will be dated as of the date of BCC approval. It is however required for the Notary Public to **date** and **sign** where applicable.

1. Agreement (two originals)
2. Florida Performance Bond (two originals)
3. Letter/Statement from Surety Company authorizing Pasco County to date the bonds the same as the contract approval date.
4. Certificate(s) of Insurance proving coverage required by the subject specifications (amounts are specified in the General Provision). **PASCO COUNTY BOARD OF COUNTY COMMISSIONERS MUST BE LISTED AS ADDITIONAL INSURED WITH REGARD TO COVERAGE SPECIFIED IN THE ABOVE-REFERENCED SOLICITATION.**

The two Agreements **must be signed with blue ink**. One (1) original will be retained by Board Records and one original will be returned to you for recording purposes. Once all documents are received, they will be distributed through the various County departments for final review. Upon completion of the review, the package will be presented to the BCC with a recommendation for approval of award. Upon BCC approval, an executed copy of the Agreement and Bonds will be forwarded to you.

Your prompt attention and cooperation in this matter is greatly appreciated. Please have the documents back to us within **10 business days** so we can process all paperwork and approvals in a timely manner. Should you have any questions or comments, please contact me at 727-847-8194, ext. 8353, or email me at [kimmiller@pascocountyfl.net](mailto:kimmiller@pascocountyfl.net).

Sincerely,

*Kimberlie Miller*

Kimberlie Miller  
Sr. Purchasing Agent

**PURCHASING DEPARTMENT**



**PROSURE GROUP**  
BONDING TOGETHER . BUILDING TOGETHER

7217 Benjamin Road  
Tampa, FL 33634

☎ (813) 243-1110  
☎ (813) 243 -1109 fax  
✉ [contractbonds@prosuregroup.com](mailto:contractbonds@prosuregroup.com)  
🌐 [www.prosuregroup.com](http://www.prosuregroup.com)

August 24, 2022

**Pasco County Board of County Commissioners**  
7536 State Street,  
New Port Richey, FL 34654

**Contractor:** Odyssey Manufacturing Company  
**Project:** On-Going Chemical Feed System Maintenance, Repairs & Replacements Services  
**Bond #:** 107587416  
**Amount:** \$50,000.00

**RE: Authorization to Date Bonds and Power Of Attorney**

To Whom It May Concern:

We have executed the captioned bond(s) on behalf of **Odyssey Manufacturing Company** in favor of the **Pasco County Board of County Commissioners**. Please note that we have not dated the bond(s) or the Power of Attorney. The copy of the contract we received was not dated and as the bond(s) guarantee(s) the contract, they should not be dated prior to the contract.

Please accept this letter as authorization to date the enclosed Performance and/or Payment bond(s), as well as the attached Power of Attorney for the captioned project. Please date these items concurrently with the contract date.

Please do not hesitate to contact our office should you have any questions in this regard. Thank you.

Sincerely,  
**Travelers Casualty and Surety Company of America**

David B. Shick  
Attorney-In-Fact for Surety

SURETY BONDS  
Performance Bonds | Contract Bonds | License Bonds | Court Bonds



**FLORIDA PERFORMANCE BOND**

PROJECT: ON GOING CHEMICAL FEED SYSTEM MAINTENANCE REPAIRS & REPLACEMENT

BID NO. IFB-KM-22-179

PROJECT NO. : N/A

PROJECT LOCATION: Pasco County, FL

BOND NO. 107587416

AMOUNT: \$50,000.00

KNOW ALL MEN BY THESE PRESENT, that we, Odyssey Manufacturing Company  
(Name of Contractor)

located at 1484 Massaro Blvd., Tampa, FL 33619 - Phone # (813) 635-0339  
(Address and Telephone Number of Contractor)

hereinafter called the Principal, and Travelers Casualty & Surety Company of America  
(Name of Surety)

located at 1 North Dale Mabry Highway, Suite 1005, Tampa, FL 33609 - Phone # (888) 695-4625  
(Address and Telephone Number of Surety)

hereinafter called the SURETY, are held and firmly bound unto THE BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, 8919 Government Drive, New Port Richey, Florida 34654, (727) 847-2411, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, hereinafter called the COUNTY, in the penal sum of fifty thousand and 00 Dollars (\$50,000.00) for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written CONTRACT, entered into between the Principal and the COUNTY, for the WORK described, a copy of which said CONTRACT dated: the \_\_\_\_\_ day of \_\_\_\_\_, 2022 is made a part hereof as if fully copied herein.

Now, therefore, the conditions of this obligation are such, that if the Principal shall in all respects comply with the terms and conditions of said CONTRACT, and his obligation thereunder, including the CONTRACT Documents which include the Notice to BIDDERS, Instructions to BIDDERS, CONTRACT CONDITIONS, PROPOSAL AND BID FORMS, Contract Forms, Notice of Award, Exhibits and Technical SPECIFICATIONS therein referred to and made a part thereof, and such alterations as may be made in said SPECIFICATIONS as therein provided for, NOTICE TO PROCEED, CONTRACT BOND, and any CHANGE ORDER, Purchase Order, or SUPPLEMENTAL AGREEMENT, and shall indemnify, defend, and save harmless the said COUNTY against and from all costs, expenses, damages, injury, or conduct, want of care or skill, negligence or default, including patent infringements on the part of the said Principals, agents, or employees, in the execution of performance of said CONTRACT, including errors in the plans furnished by the Principal, and further, if such CONTRACTOR or CONTRACTORS shall promptly make payments to all persons supplying him, them, or it, labor, MATERIAL, and supplies, used directly or indirectly by

said CONTRACTOR, CONTRACTORS, SUBCONTRACTOR, or SUBCONTRACTORS in the prosecution of the WORK provided for in said CONTRACT, this obligation shall be void; otherwise, the Principal and SURETY jointly and severally agree to pay to the COUNTY any difference between the sum to which the said Principal would be entitled on the completion of the CONTRACT, and that which the COUNTY may be obliged to pay for the completing of said WORK BY CONTRACT or otherwise, and any damages, direct or indirect, or consequential, which the said COUNTY may sustain on account of such WORK, or on account of the failure of the said CONTRACTOR to properly and in all things keep and execute all provisions of said CONTRACT.

And the said Principal and SURETY hereby further bind themselves, their successors, and executors, administrators, and assigns jointly and severally, that they will amply and fully protect the said COUNTY against, and will pay any and all amounts, damage costs, and judgements which may be recovered against or which the COUNTY may be called upon to pay to any person or corporation by reason of any damages arising from the performance of said WORK, or of the repair or maintenance thereof, or the manner of doing the same or the neglect of the said Principal, or his agents or servants, or the improper performance of the said WORK by the Principal, or his agents or servants, or the failure to keep and execute all provisions of said CONTRACT or the infringements of any patent rights by reason of the use of any MATERIAL furnished, or WORK done; as aforesaid, or otherwise.

And the said Principal and SURETY hereby further bind themselves, their successors, heirs, executors, administrators, and assigns, jointly and severally, to repay the COUNTY any sum which the COUNTY may be compelled to pay because of any lien for labor or MATERIAL furnished for the WORK embraced by said CONTRACT, and the said SURETY, for value received, hereby stipulates and agrees that no change, purchase order, task order, extension of time, alterations, or additions to the terms of the CONTRACT or to the WORK to be performed thereunder, or the SPECIFICATIONS accompanying the same shall in any way affect its obligations on this BOND, and it does hereby waive notice of any such change, extensions of time, alterations, or additions to the WORK or to the SPECIFICATIONS.

In testimony whereof, witness the hands and seals of the parties hereto this 25<sup>th</sup> day of August, 2022, A.D. (This date to be filled in by the Court Clerk on the date of acceptance)

**Odyssey Manufacturing Company**

[Signature]  
PRINCIPAL

BY: General Manager  
Title

ATTEST:

[Signature]  
Secretary

SURETY

**Travelers Casualty & Surety Company of America**

ADDRESS 1 North Dale Mabry Highway, #1005

CITY Tampa

STATE FL ZIP 33609

PHONE NO. (888) 695-4625

WITNESS:

[Signature]

COUNTERSIGNERS:

N/A

N/A

BY: [Signature]

Title  
David B. Shick, Attorney-In-Fact &  
Licensed FL Resident Agent #A241176



NOTARY ACKNOWLEDGMENT

STATE OF FLORIDA }
} ss
COUNTY OF HILLSBOROUGH }

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [X] online notarization on this 24th day of August, 2022, by [as applicable, complete one of the choices below]:

FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

David B. Shick, who executed the foregoing instrument as Attorney-In-Fact of Travelers Casualty & Surety Company of America, a [check one] [X] corporation [ ] limited liability company, organized under the laws of Florida, and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name] N/A

FOR PARTNERSHIP:

[Name] N/A Partner (or Agent), on behalf of [Name of Partnership] , a [State] partnership.

FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:

[Name] N/A , as attorney in fact.

Said person is personally known to me or has produced N/A as identification on behalf of [Name, or Name of Corporation, Company, Partnership, Principal, as applicable]:



Handwritten signature of Danielle Whalen

Signature of person taking acknowledgment

Danielle Whalen

Name typed, printed or stamped

Notary

Title or rank

N/A

Serial number (if any)





**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **David B. Shick** of **TAMPA Florida**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



  
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this \_\_\_\_\_ day of \_\_\_\_\_,



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**



**ODYSSEY**  
MANUFACTURING CO.

July 25, 2022

Ms. Kimberlie Miller  
Sr. Purchasing Agent  
Pasco County, Florida  
Purchasing Department  
7536 State Street, Suite 221  
New Port Richey, FL 34654

RE: Letter of Transmittal – SOLICITATION NO. IFB-KM-22-179

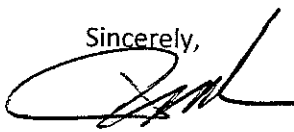
Dear Ms. Miller,


Odyssey Manufacturing Co. is pleased to submit its bid for Solicitation NO. IFB-KM-22-179. Odyssey views the proposed maintenance and repair of chemical feed systems as a means for a one-stop shop for Pasco County to accomplish all aspects of work related to the design, engineering, permitting, installation, maintenance, and repair of the various chemical systems at its various treatment plants throughout the county. The following benefits are provided when working with Odyssey:

- Spare parts are stockpiled at our plant locations (for scheduled or emergency repairs).
- Pasco Co. has a method in place to handle chemical system service emergencies.
- Emergency response at reasonable rates is pre-negotiated.
- Numerous man-hours are eliminated soliciting proposals using pre-negotiated rates and fees for service work.
- Chemical system service work can be performed in a timely manner.
- Not to Exceed numbers are provided for comprehensive system replacement work.
- Provides a mechanism to perform minor engineering and permitting services.
- One supplier performing all chemical system work ensures standardization between both facilities, not only saving dollars on parts, but also allowing operators to work at all plants without having to relearn systems and parts since parts, materials, and equipment are the same/similar.

Thank you for your consideration. As you know, we have designed, furnished and installed over three dozen chemical systems and done repairs and service work on all of the chemical systems for Pasco County over the past twenty years. During this same time period, we have responded the same day to over a dozen emergencies and prevented several reportable spills and maintained disinfection to comply with FDEP permits at these facilities. We have provided temporary chemical systems on several occasions and provided numerous design improvements including the conversion to ammonium sulfate at all of the water treatment plants. Please do not hesitate to contact one of us below if we can be of further assistance.

Sincerely,

  
Patrick H. Allman  
General Manager

  
JACKSON REEVES  
SALES MANAGER

MANUFACTURERS OF **ULTRA CHLOR** (800) ODYSSEY  
THE CLEAR SOLUTION [www.odysseymanufacturing.com](http://www.odysseymanufacturing.com)

1484 MASSARO BLVD • TAMPA, FL 33619 • (813) 635-0339 • FAX (813) 630-2589

## STATEMENT OF EXPERIENCE

### OVERVIEW OF COMPANY

#### **Odyssey Manufacturing Co.**

1484 Massaro Blvd.

Tampa, FL 33619

(O): 813-635-0339 | 1-800-ODYSSEY

(F): 813-630-2589

Odyssey Manufacturing Co. ("Odyssey") was incorporated in Delaware in 1998. It is headquartered at 1484 Massaro Blvd., Tampa, Florida 33619. Its principal stockholder and CEO is Stephen Sidelko, who lives in Fort Lauderdale, Florida, and runs to the day-to-day operations of Sentry Industries ("Sentry"). Sentry was founded in 1984 as U.S. Chlorine, Inc. and later changed the name to Sentry Industries. Sentry is located on the outskirts of Hialeah in an industrial park. Sentry manufactures and delivers primarily sodium hypochlorite, muriatic acid and sulfuric acid for the pool industry. They also have an eight-man service team who installs and replaces chemical tanks.

Odyssey began operations in late 1999 and started out selling sodium hypochlorite to primarily the water and wastewater industry. Since its inception in 1999, Odyssey has grown. General Manager, Patrick H. Allman, oversaw the design, construction, and eventually startup of its Tampa manufacturing facility in 2000. A second manufacturing facility was opened on the east side of Orlando in January 2008. Since, Odyssey has grown even further by designing, plumbing, and constructing themselves (mainly by their installation crews) two chemical distribution terminals in Gibsonton, FL (2017) and Lantana, FL (2019). Odyssey now owns and runs four (4) chemical manufacturing/dilution terminals facilities throughout the state of Florida and has partnered with many reputable companies helping to expand their business.

One thing Odyssey quickly realized after it opened; there was no one in the Florida marketplace who specialized in all aspects of chemical system installation and maintenance services. So, Odyssey decided to expand into this area to fill this void. This division of Odyssey boomed and has grown rapidly. Year after year Odyssey continues to do over \$15 million annually in chemical system installation and maintenance work alone. Odyssey employs twelve (12) dedicated individuals in this area. Odyssey is both a licensed general contractor and licensed general plumbing contractor, which has designed and installed over two thousand (2,000) chemical systems in Florida now (most of which were sodium hypochlorite conversions). Odyssey also has service contracts with various municipals and private utility firms. It's fair to say, Odyssey has performed service work on chemical systems for most of the utilities in the state of Florida. Odyssey is the only entity in Florida who stocks chemical feed equipment, tanks, piping and spare parts. In addition, these parts and equipment are available to its customers on a 24/7 basis. Along the way Odyssey also became the Florida distributor for UGSI Solutions and their equipment (MicroClor On-Site Sodium Hypochlorite Generation (OSHG) unit, Tank Shark Ground Storage Tank Mixer, MonoClor Tank Residual Control System (RCS), TRS (THM Removal) System), PAX Water Technologies Mixers, and the Heyward HIBOCS (Biological Odor Control Systems).

The company's day-to-day operations are run by its General Manager, Patrick H. Allman, who started the company (1999) as its first employee and oversaw the design, construction, and startup of its Tampa manufacturing facility in 2000. A second manufacturing facility was opened on the east side of Orlando in January of 2008. Since, Odyssey has designed, plumbed, and constructed themselves (mainly by their installation crews) chemical distribution terminals in Gibsonton, FL (2017) and Lantana, FL (2019).

We feel we are uniquely qualified to do this work for the following reasons:

- We are the largest provider of sodium hypochlorite to the utility industry in Florida and serve over 60% of the utilities who feed sodium hypochlorite.
- We are a licensed plumbing and general contractor who specializes in chemical systems work at water and wastewater treatment plants.
- We have installed over 2,000 chemical systems in Florida and over 3,000 chemical system tanks.
- We have installed hundreds of temporary chemical systems throughout the state and for Pasco County in the past.
- Odyssey Engineering Company is an affiliated company and provides permitting and engineering support to Odyssey, when needed.
- We have an extensive network of subcontractors and resources to provide solutions to our customers, if we are unable to.
- We have a proven track record of providing chemical system maintenance services to our customers.
- We are a technical resources company who provides solutions to our customers.
- We are financially capable of performing the proposed work and will not bill the county until the work is complete. We are bondable to \$6 million, and our bond rate is 1%.

### **MANAGEMENT**

Stephen Sidelko is the managing partner and CEO of Odyssey Manufacturing Co. He has a B.S. in Chemical Engineering and an MBA from Rensauler PolyTechnic Institute. Mr. Sidelko has successfully operated sodium hypochlorite manufacturing facilities in Florida for over fifty (50) years starting out with Procter and Gamble and then moving over to Kare Chemical. In 1984, Mr. Sidelko founded Sentry Industries in Hialeah, FL which has grown over the years and currently manufactures and delivers about 25 million gallons per year of sodium hypochlorite to various customers located throughout Florida. Mr. Sidelko is the President of Sentry Industries and manages their day-to-day operations. In 1998, Mr. Sidelko and a group of partners founded Odyssey Manufacturing Co. Odyssey Manufacturing began operations in 1999.

Marvin T. Rakes (President) and Patrick H. Allman (General Manager) run day-to-day operations of Odyssey Manufacturing since 1999. Marvin Rakes, President [(C) 813-340-3675] has a B.S. in Chemical Engineering 1985 from the University of North Carolina State. Mr. Rakes has over twenty (20) years of operational experience as the Operations Manager for the largest chemical distribution and chlorine repackaging company on the East Coast in Virginia and for the past twenty plus years as the President of Odyssey Manufacturing. Mr. Allman [(C) 813-335-3444] has a B.S. in Nuclear Engineering (1983) from the University of Virginia, a M.S. equivalent in Nuclear Engineering from the Department of Naval Reactors (1984), and an M.B.A. from the University of Tampa (1990). Mr. Allman has over seven (7) years of power plant experience in the U.S. Navy, nine (9) years of power plant and industrial experience at Tampa Electric Company and over twenty (20) years of experience running the day-to-day operations of a Odyssey (both a chemical manufacturer and supplier, and a chemical systems solution provider). Under their tenure, Odyssey Manufacturing has grown considerably over the past twenty (20) plus years and currently sells over 60 million gallons per year of sodium hypochlorite and has installed over 2,500 chemical systems.

## **KEY PERSONNEL**

### **PAT ALLMAN – General Manager (Odyssey Mfg. Co.)**

*PALLMAN@ODYSSEYMANUFACTURING.COM | (O) 813-635-0339 (C) 813-335-3444*

B.S. in Nuclear Engineering (1983) from the University of Virginia, a M.S. equivalent in Nuclear Engineering from the Department of Naval Reactors in 1984 and an M.B.A. from the University of Tampa in 1990. Mr. Allman has over seven years of power plant experience in the U.S. Navy, nine years of power plant and industrial experience at Tampa Electric Company (TECO) and over twenty-two years of experience running the day-to-day operations of Odyssey Manufacturing.

### **MICHAEL AZZARELLA – PE (Odyssey Engineering Company, LLC)**

*MAZZARELLA@ODYSSEYMANUFACTURING.COM | (O) 813-635-0339 (C) 813-505-5684*

B.S. in Civil Engineering (1987) from SUNY - Buffalo. Mr. Azzarella has worked primarily in the water and wastewater industry throughout his career for consulting firms, to the Utility Director for Polk County and now as the owner of his own engineering firm to provide permitting and engineering services on a formal basis.

### **MICHAEL COGDILL – CGC (State CGC# 1516698)**

*ADMIN@ODYSSEYMANUFACTURING.COM | (O) 813-635-0339*

B.S in Building Construction (1987) from the University of Florida and has over 25 years of construction experience in the water and wastewater industry.

### **LINNEA ISON – Construction Services Manager (Odyssey Mfg. Co.)**

*ADMIN@ODYSSEYMANUFACTURING.COM | (O) 813-635-0339*

B.A. in Business Administration (1987) from Lake Superior State university. Been with Odyssey for over twelve (12) years coordinating and manager Odyssey's construction division from scheduling, to planning logistics, to ordering parts and equipment, to customer service, and everything involved with running a construction company.

### **JACKSON REEVES – Sales Manager (Odyssey Mfg. Co.)**

*JREEVES@ODYSSEYMANUFACTURING.COM | (O) 813-635-0339 (C) 813-508-8767*

B.S. in Business Administration (Finance) (2013) from the University of Florida and has 6 years of experience with Odyssey doing chemical and equipment sales.

### **PAVOL PLECENIK – Technologies Sales Manager (Odyssey Mfg. Co.)**

*PPLECENIK@ODYSSEYMANUFACTURING.COM | (O) 813-635-0339 (C) 954-632-4090*

B.S. in Chemical Engineering (1984) from the University of Florida. Mr. Plecenik lives in Ft. Lauderdale and has over seventeen years of experience in the chemistry and water and wastewater fields, including seven years with Odyssey.

### **MICHAEL COLETTA – Sales Engineer (Odyssey Mfg. Co.)**

*MCOLETTA@ODYSSEYMANUFACTURING.COM | (O) 813-635-0339 (C) 401-644-4875*

B.S. in Engineering (2021) from University of Florida and recently just joined our Odyssey team as a Sales Engineer.

\*\*\* Please also find included Organizational Chart \*\*\*

## **KEY PARTNERS**

**Blue Planet Environmental:** Is an instrument, controls and chemical feed equipment fabricator located in Palm Bay Florida. Approximately 80% of Blue Planet's business comes from Odyssey Manufacturing Co. and Odyssey has collaborated with them on over 2,000 chemical systems in Florida. Blue Planet has supplied most of the instruments, chemical feed pump skids and control panels for the City of Pasco's chemical systems.

**Heyward of Florida, Inc.:** Provides engineering and equipment supply for Odyssey's biological odor control business. Odyssey has partnered with Heyward of Florida to supply over fifty biological odor control systems at lift stations around Florida over the past three years.

**Harrington Industrial Plastics:** Is a PVC pipe and fittings supplier with five locations around Florida. Odyssey is Harrington's largest Florida customer, and we have two assigned account managers to manage our business with them. Harrington's primary office is down the street from Odyssey's main Tampa location.

**Odyssey Engineering Co.:** Technically a separate company of which 100% of their business is Odyssey Manufacturing Co. and who provides a separation from Odyssey Manufacturing Co. when required.

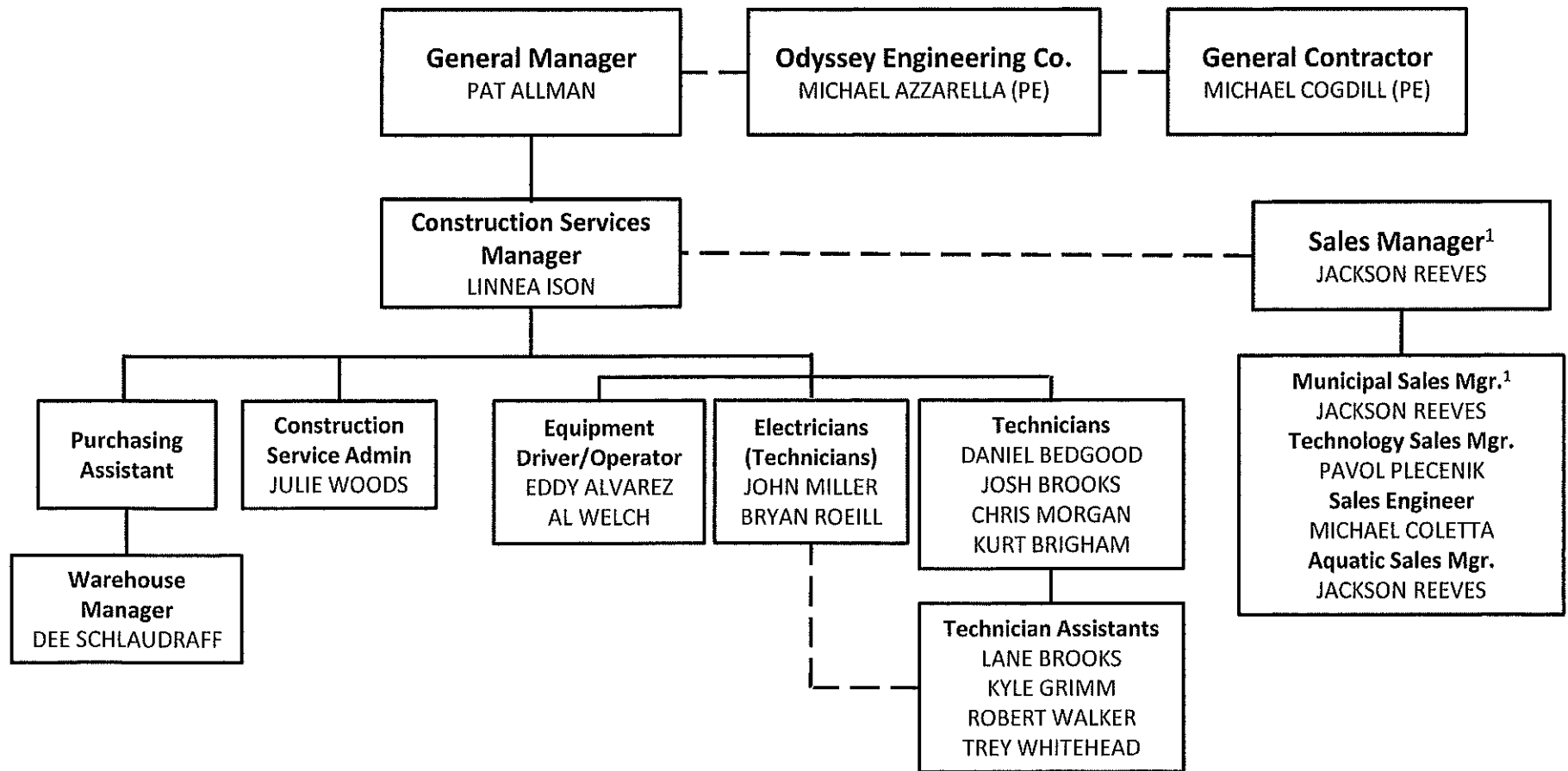
**Hawkins, Inc.:** Florida Chemical distributor and supplier with locations in Big Pine Key, Hollywood, Apopka, Tarrytown, Labelle, Thomasville (GA), Swainsboro (GA) and Mobile (AL). Odyssey and Hawkins, Inc. are partners and support each other's business interests and customers by pooling their resources.

**Sentry Industries, Inc.:** Florida chemical manufacturer and distributor with two locations in Hialeah and Miami Florida. Odyssey and Sentry are partners and support each other's business interests and customers by pooling their resources.



**ODYSSEY MANUFACTURING CO.**  
**CONSTRUCTION SERVICES DIVISION**  
**ORGANIZATIONAL CHART**

(AS OF JULY 1, 2022)



<sup>1</sup> If empty, General Manager fills role

\* All Managers responsible for employee Quality Control and Safety, as well as Customer Service, if applicable to role

## BID FORM

Business Name: ODYSSEY MANUFACTURING COMPANY

(This name must match the name on your current W9 Form. The W9 will be requested at the time of award.)

Item No:	Chemical Metering and Feed Equipment	Non- Emergency Rates	Emergency Rates
1.	Service Technician	Hourly Rate \$ <u>100.00</u>	Hourly Rate \$ <u>135.00</u>
2.	Service Technician Assistant	Hourly Rate \$ <u>60.00</u>	Hourly Rate \$ <u>90.00</u>
3.	Unskilled Labor	Hourly Rate \$ <u>45.00</u>	Hourly Rate \$ <u>45.00</u>
4.	Shop fabrication for Repairs	Hourly Rate \$ <u>100.00</u>	Hourly Rate \$ <u>135.00</u>
Item No:	Temporary Equipment Rental Rate	Non- Emergency Rates	Emergency Rates
5.	Daily rental	\$ <u>100.00</u>	\$ <u>150.00</u>
6.	Weekly Rental	\$ <u>300.00</u>	\$ <u>400.00</u>
7.	Monthly Rental	\$ <u>500.00</u>	\$ <u>650.00</u>
8.	One Time Evaluation Fee and Inspection per facility	\$ <u>800.00</u>	\$ <u>800.00</u>
<b>Totals for Chemical Metering and Feed Equipment Line items 1-8</b>		\$ <u>2,005.00</u>	\$ <u>2,405.00</u>
Item No:	Chemical Storage and Distribution System	Non- Emergency Rate	Emergency Rates
9.	Service Technician	Hourly Rate \$ <u>100.00</u>	Hourly Rate \$ <u>135.00</u>
10.	Service Technician Assistant	Hourly Rate \$ <u>60.00</u>	Hourly Rate \$ <u>90.00</u>
11.	Unskilled Labor	Hourly Rate \$ <u>45.00</u>	Hourly Rate \$ <u>45.00</u>
12.	Shop fabrication for Repairs	Hourly Rate \$ <u>100.00</u>	Hourly Rate \$ <u>135.00</u>



Item No:	Chemical Storage and Distribution System Temporary Equipment Rental Rate	Non- Emergency Rates	Emergency Rates
13.	Daily	\$ <u>125.00</u>	\$ <u>125.00</u>
14.	Weekly	\$ <u>300.00</u>	\$ <u>300.00</u>
15.	Monthly	\$ <u>750.00</u>	\$ <u>750.00</u>
16.	Heavy Equipment Daily	\$ <u>600.00</u>	\$ <u>600.00</u>
17.	Heavy Equipment Weekly	\$ <u>2,000.00</u>	\$ <u>2,000.00</u>
18.	Heavy Equipment Monthly	\$ <u>5,000.00</u>	\$ <u>5,000.00</u>
19.	Tank and piping disposal fee to include labor, dumpster, and tipping fees	\$ <u>1,000.00</u>	\$ <u>1,000.00</u>
20.	One Time Evaluation Fee and Inspection per facility	\$ <u>800.00</u>	\$ <u>800.00</u>
<b>TOTAL OF LINE ITEMS 9-20</b>		\$ <u>10,880.00</u>	\$ <u>10,980.00</u>

Emergency Tank and Chemical Transfer		Emergency Rates
21.	Service Technician Hourly Rate	\$ <u>135.00</u>
22.	Unskilled Labor Hourly Rate	\$ <u>90.00</u>

Temporary equipment rental rate storage tank		
23.	Hourly	\$ <u>30.00</u>
24.	Weekly	\$ <u>300.00</u>
25.	Monthly	\$ <u>800.00</u>
Temporary equipment rental rate pumps		
26.	Hourly	\$ <u>20.00</u>
27.	Weekly	\$ <u>250.00</u>
28.	Monthly	\$ <u>500.00</u>
<b>TOTAL OF LINE ITEMS 21 -28</b>		\$ <u>2,125.00</u>
<b>Sub Totals</b>	<b>Non- Emergency (Line items 1-20)</b> \$ <u>12,885.00</u>	<b>Emergency (Line Items 1-28)</b> \$ <u>15,510.00</u>
29.	Allowance per year for contract as described in section 4.5	<b>\$100,000.00</b>
30.	Miscellaneous subcontractor work for completion of approved work orders as described in specifications section 4.6 on an annual basis.	<b>\$50,000.00</b>

**Note: unit prices shall be inclusive of all profit, mark-ups, overhead, etc.**

\* ALL LICENSES AND CERTIFICATIONS, BIDDERS EXPERIENCE SHEET FORM AND THE LIST OF SUBCONTRACTORS MUST BE SUBMITTED WITH THIS BID FORM TO BE CONSIDERED FOR AWARD.



**BIDDER'S MAJOR EQUIPMENT LIST**

**ON-GOING CHEMICAL FEED SYSTEM MAINTENANCE, REPAIRS & REPLACEMENTS**

To enable the Owner to evaluate the Bidder's qualifications to perform the work the Bidder shall list in the space below or include a separate list of its equipment and proposed subcontractor's equipment proposed for use in performing the work.

---

<b>Make, Model Year</b>	<b>Owned or Leased</b>	<b>Condition</b>	<b>Availability for this Project</b>
<u>28 TRACTORS</u>	<u>LEASED</u>	<u>EXCELLENT</u>	<u>YES</u>
<u>8 SERVICE TRUCKS</u>	<u>OWNED</u>	<u>EXCELLENT</u>	<u>YES</u>
<u>3 SERVICE TRAILERS</u>	<u>OWNED</u>	<u>EXCELLENT</u>	<u>YES</u>
<u>LOW BOY TRAILER</u>	<u>OWNED</u>	<u>EXCELLENT</u>	<u>YES</u>
<u>6K LULL ('08)</u>	<u>OWNED</u>	<u>GOOD</u>	<u>YES</u>
<u>10K LULL ('12)</u>	<u>OWNED</u>	<u>GOOD</u>	<u>YES</u>
<u>MINI EX ('14)</u>	<u>OWNED</u>	<u>EXCELLENT</u>	<u>YES</u>
<u>SKIDSTEER ('18)</u>	<u>OWNED</u>	<u>EXCELLENT</u>	<u>YES</u>
<u>DUMP TRAILER ('20)</u>	<u>OWNED</u>	<u>EXCELLENT</u>	<u>YES</u>

**STATE OF FLORIDA CONSTRUCTION PERMIT FOR SITE ACTIVITIES**

The undersigned bidder acknowledges the stormwater pollution prevention requirements of the State of Florida Department of Environmental Protection (FDEP), and the published rules for obtaining coverage under the FDEP Generic Permit For Stormwater Discharges from Large and Small Construction Activities.


The undersigned bidder agrees to prepare and implement a Stormwater Pollution Prevention Plan (SWPPP) as part of this project. The bidder acknowledges that he understands the National Pollutant Discharge Elimination System (NPDES) program as it relates to construction activities and has included the cost for complying with the permit requirements into its bid.

Coverage under the Generic Permit must be requested by filing of a Notice of Intent (NOI) with the FDEP at least 48 hours prior to the commencement of construction to:

NPDES Stormwater Notices Center, MS #2510  
Florida Department of Environmental Protection  
2600 Blair Stone Road  
Tallahassee, FL 32399-2400

An authorized representative of the contractor and all proposed subcontractors must sign the SWPPP. Copies of the NOI and SWPPP must be provided to state and local agencies that have issued stormwater management, grading, or land alteration permits or approvals.

Acceptance of the bid to which this certification and disclosure applies in no way represents that the OWNER or its Representative has evaluated and thereby determined that the information is adequate to comply with the applicable FDEP requirements, nor does it in any way relieve the contractor of its sole responsibility to comply with the applicable FDEP requirements, including inspection of all control measures at least once each week and following any storm (rainfall) event of 0.50 inches or greater, maintaining reports of each inspection and all other aspects of the SWPPP and appropriate rules and regulations.

  
PAT ALLMAN, GM  
\_\_\_\_\_  
Bidder Name and Title

Address: 1484 MASSARO BLVD. TAMPA, FL 33619

Telephone: 813-635-0339

**BIDDER QUESTIONNAIRE**

Bidder's Name ODYSSEY MANUFACTURING COMPANY

Bidder's Address 1484 MASSARO BLVD. TAMPA, FL 33619

Telephone No. 813-635-0339 FAX No. 813-630-2589

Number of years in this type of service? 22 Years

Number of years authorized to do business in the State of Florida 22 Years

Number of employees "ON THE JOB" each day? 1 - 4 PERSONNEL, DEPENDING ON JOB

Will you subcontract any part of this work? If so give details:

NO, ODYSSEY PLANS TO DO ALL WORK

List all equipment, which will be available upon commencement of the agreement to perform the required service.

PLEASE SEE LIST OF EQUIPMENT ON PAGE 34 (OF BID)

Do you currently hold any municipality/county contracts? Yes X

No           

If so, what municipalities/counties?

MAINTENANCE/SERVICE CONTRACTS WITH PASCO CO., TOHO WATER AUTHORITY, TOWN OF DAVIE, CITY OF POMPANO BEACH

List three references of firms receiving similar service to that requested in this bid.

1. Firm CITY OF POMPANO BEACH Telephone No. 954-545-7006

Contact PHIL HYER

2. Firm TOWN OF DAVIE Telephone No. 954-327-3768

Contact RENUKA BAJNATH

3. Firm TOHO WATER AUTHORITY Telephone No. 407-944-5074

Contact MIKE POWERS

As part of the Bidder's Experience List, the Bidder shall include a summary of the bidder's firm and capabilities. One page of the summary must include firm name, contact information, principal owner(s), year of incorporation or establishment, licenses held, name of general supervisor, qualifications of general supervisor, number of skilled laborers directly employed, number of unskilled laborers directly employed, and physical address of main office.

Likewise, a one-page summary of each subcontractor shall be provided. One page only of the summary shall include firm name, contact information, principal owners), year of incorporation or establishment, licenses held, name of general supervisor, qualifications of general supervisor, number of skilled laborers directly employed, number of unskilled laborers directly employed, and physical address of main office.

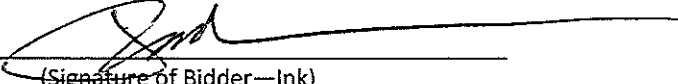
**KEY PERSONNEL LIST**

NAME	TITLE	POSITION/ ROLE	CONTACT INFO
PAT ALLMAN	GENERAL MANAGER		PALLMAN@ ODYSSEYMANUFACTURING.COM (O) 813-365-0339   (C) 813-335-3444
MICHAEL AZZARELLA	ENGINEER FL PE#52427		MAZZARELLA@ ODYSSEYMANUFACTURING.COM (O) 813-365-0339   (C) 813-505-5684
MICHAEL COGDILL	GENERAL CONTRACTOR CGC#1516698		ADMIN@ ODYSSEYMANUFACTURING.COM (O) 813-365-0339
LINNEA ISON	CONSTRUCTION SERVICE MANAGER		ADMIN@ ODYSSEYMANUFACTURING.COM (O) 813-365-0339
JACKSON REEVES	SALES MANAGER		JREEVES@ ODYSSEYMANUFACTURING.COM (O) 813-365-0339   (C) 813-508-8767
PAVOL PLENCENIK	TECHNOLOGY SALES MANAGER		PPLECNENIK@ ODYSSEYMANUFACTURING.COM (O) 813-365-0339   (C) 954-632-4090
MICHAEL COLETTA	SALES ENGINEER		MCOLETTA@ ODYSSEYMANUFACTURING.COM (O) 813-365-0339   (C) 401-644-4875
DAVID WING	LICENSED PLUMBER	LEAD TECH/ SUPERVISOR	DWING@ ODYSSEYMANUFACTURING.COM (O) 813-365-0339   (C) 352-350-3399
JOHN MILLER	ELECTRICIAN	LEAD ELECTRICIAN	JMILER@ ODYSSEYMANUFACTURING.COM (O) 813-365-0339   (C) 352-350-3399
JOSH BROOKS	TECHNICIAN	LEAD TECH/ SUPERVISOR	JBROOKS@ ODYSSEYMANUFACTURING.COM (O) 813-365-0339   (C) 352-350-3399

MUST BE SUBMITTED WITH THE BID FORM AND FULLY EXECUTED)

"We offer to sell/provide Pasco County, Florida, the above item(s) and/or service(s) at the price(s) stated, in accordance with the terms and conditions contained herein. In addition, the item(s) and/or service(s) offered above meet all specifications contained herein or attached, unless otherwise stipulated by exception. This offer to sell/provide is firm for ninety (90) days."

MUST BE SIGNED BY AN OFFICER OF THE FIRM OR INCLUDE WRITTEN PROOF THAT THE INDIVIDUAL SIGNING HAS THE AUTHORITY TO OBLIGATE THE FIRM. FOR SERVICES ONLY - VENDOR MUST BE REGISTERED ON SUNBIZ <http://www.sunbiz.org/index.html> FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS.

  
\_\_\_\_\_  
(Signature of Bidder—Ink)

PAT ALLMAN  
\_\_\_\_\_  
(Printed Name and Title)

ODYSSEY MANUFACTURING CO.  
\_\_\_\_\_  
(Business Name)

Receipt of Addendum No. N/A through No. N/A is acknowledged.

Business Name: ODYSSEY MANUFACTURING COMPANY  
(The Name on File with the Internal Revenue Service)

Doing Business as (Fictitious Name): \_\_\_\_\_

Business Organization:

- Corporation:
- Partnership:  General  Limited
- Limited Liability Company (LLC):

State Registered In: \_\_\_\_\_ Year: \_\_\_\_\_

Sole Proprietorship: Owner: \_\_\_\_\_

Other: \_\_\_\_\_ Fed ID # 65-0846345

Local Vendor Preference (Business Tax Receipt Required with Submittal)

Telephone: 813-635-0339 Facsimile: 813-630-2589

Email Address: (Vendor Point of Contact): PALLMAN@ODYSSEYMANUFACTURING.COM

Address: 1484 MASSARO BLVD. TAMPA, FL 33619

\_\_\_\_\_  
Date AUGUST 2, 2022

ATTACHMENT A



**OFFEROR INFORMATION/CERTIFICATION FORM**  
**(MUST BE INCLUDED WITH OFFEROR'S SUBMISSION)**  
**(This form must be FULLY executed with original authorized signature**  
**and TWO witness signatures)**

1. Legal Name of Offeror. Indicate if the Offeror is a Corporation, Joint Venture, Partnership, etc.:

ODYSSEY MANUFACTURING COMPANY

(This name must match the name on your current W9 Form. The W9 will be requested at the time of award.)

2. Name/title of contact person for the Offeror: PAT ALLMAN, GENERAL MANAGER

3. Business and mailing address: 1484 MASSARO BLVD. TAMPA, FL 33619

(If claiming Local Vendor Preference, a valid Local Business Tax Receipt must be provided at the time the response is submitted in order to qualify for such consideration)

4. Primary business and mailing address (if different): \_\_\_\_\_

5. Telephone number: ( 813 ) 635-0339 Fax: ( 813 ) 630-2589

Email Address: PALLMAN@ODYSSEYMANUFACTURING.COM

The above-named Offeror affirms and declares:

- A. That the Offeror understands all requirements of this request and states that as a serious Offeror they will comply with all the stipulations included in this request.
- B. That the Offeror is of lawful age and that no other person, firm or corporation has any interest in this Proposal or in the contract proposed to be entered into except as expressly stated below:
- C. That this proposal is made without any understanding, agreement, or connection with any other person, firm or corporation making a proposal for the same purpose, and is in all respects fair and without collusion or fraud except as expressly stated below:
- D. That the Offeror is not in arrears to the Pasco County Board of County Commissioners upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to the Pasco County Board of County Commissioners except as expressly stated below:
- E. That the BIDDER is in compliance with Section 448.095(2), Fla. Stat. requiring CONTRACTOR and its SUBCONTRACTORS to register with and utilize the U.S. Department of Homeland Security's E-Verify program to verify the work authorization status of all newly hired employees and acknowledges that it will be required to maintain such compliance throughout the term of any Contract entered between the parties. The BIDDER also confirms that no public employer has terminated a contract with the

BIDDER for failure to comply with Section 448.095(2), Fla. Stat. (2020) within the 12 months preceding the date this Certification Form is signed by the BIDDER.

- F. That no officer or employee or person whose salary is payable in whole or in part from the COUNTY is, will be or become interested, directly or indirectly, surety or otherwise in this response; in the performance of the resulting contract; in the purchase of supplies, materials, equipment, work and/or labor to which they relate; or in any portion of the profits thereof.
- G. That the Offeror has received and carefully examined all Addenda issued prior to the opening/closing date indicated on the cover.
- H. That by submitting a response, the Offeror certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any subdivision or agency of the State of Florida.
- I. That pursuant to Section 287.087, Florida Statutes, Offerors understands that they may certify in their response that they have implemented a drug free workplace program. If two or more responses are deemed equal, preference will be given in the award process to the Offeror who has furnished such certification with their response.
- J. If claiming Local Vendor Preference, the Offeror certifies that they satisfy each of the following criteria at the time of their submission of a response to the solicitation necessary to qualify as a "Local Business": a) a vendor, supplier, or contractor who does business in Pasco County by providing goods, services, or construction; and b) maintains a physical business address located within the jurisdictional limits of Pasco County in an area zoned for the conduct of such business; and c) which the vendor, supplier or contractor operates or performs business on a daily basis; and d) has for at least twelve (12) months prior to the bid or proposal opening date; and (e) a copy of their local business tax receipt or qualifies as a business in a neighboring county as listed in the County's Purchasing Ordinance. Post office boxes shall not be used for the purpose of establishing said physical address.

Please put an "X" in the applicable box or mark N/A

Local Business located in Pasco County

Business located within Hillsborough, Pinellas, Polk, or Hernando County

**This local preference provision is not applicable to those solicitations involving the use of either State or Federal funds as indicated below:**

State or Federal Funds Involved N/A (Mark X or N/A as applicable)

**Note: If claiming Local Vendor Preference, a valid Local Business Tax Receipt must be provided at the time the response is submitted in order to qualify for such consideration.**

- K. By signing this Certification, I represent that I have the authority to bind the Offeror for contract purposes and has attached verification of such authorization.

Exceptions to any Contract Provisions and Miscellaneous Declarations (attach additional sheets, if necessary):  
UNDER SPECIAL PROVISIONS - ODYSSEY ACKNOWLEDGES THE SUB-SECTION "ECONOMIC PRICE ADJUSTMENT".  
ODYSSEY INTENDS TO ADJUST RATES ANNUALLY, IF WARRANTED. THIS ADJUSTMENT WOULD NOT EXCEED 5%  
ANNUALLY.

IN WITNESS WHEREOF, this proposal is hereby signed and sealed as of the date indicated.

ATTEST:

JACKSON REEVES

Witness No. 1 - Print Name

[Signature]

Witness No. 1 - (Signature in Ink)

Michael Coletta

Witness No. 2 - Print Name

[Signature]

Witness No. 2 - (Signature in Ink)

OFFEROR:

BY: [Signature]

(Authorized Signature in Ink)

Patrick H. Adman

(Printed name of Signatory)

General Manager

(Printed Title of Signatory)

27 July 2022

(Signature Date)

CORPORATE SEAL  
(where appropriate)

NOTARY ACKNOWLEDGMENT

STATE OF Florida }  
COUNTY OF Hillsborough } ss }

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization on this 27<sup>th</sup> day of July, 2022 by [as applicable, complete one of the choices below]:

FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name] Patrick Altman, who executed the foregoing instrument as [Title] General Manager of [Corporation or Company Name] Odyssey Manufacturing CO, a [check one]  corporation  limited liability company, organized under the laws of [State] Delaware and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

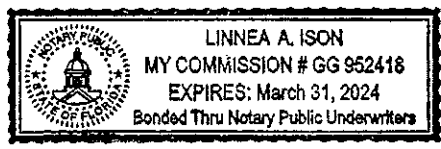
FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name]

FOR PARTNERSHIP:

[Name] Partner (or Agent), on behalf of [Name of Partnership]  
, a [State] partnership.

Said person is personally known to me or has produced \_\_\_\_\_ as identification on behalf of [Name, or Name of Corporation, Company, Partnership, Principal, as applicable]:



Linnea A. Ison  
Signature of person taking acknowledgment

Linnea A. Ison  
Name typed, printed or stamped

Notary Public  
Title or rank

N/A  
Serial number (if any)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/27/2022

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).

<b>PRODUCER</b> Stahl & Associates Insurance Inc. 91 Lake Morton Drive P O Box 3608 Lakeland FL 33802		<b>CONTACT NAME:</b> Debbie MacGillivray <b>PHONE (A/C, No, Ext):</b> (863) 688-5495 <b>FAX (A/C, No):</b> (863) 688-4344 <b>E-MAIL ADDRESS:</b> certificateslakeland@stahlinsurance.com															
<b>INSURED</b> Odyssey Manufacturing Co. 1484 Massaro Blvd Tampa FL 33619		<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Illinois Union Insurance Co</td> <td>27960</td> </tr> <tr> <td>INSURER B: ACE American Insurance Co</td> <td>22667</td> </tr> <tr> <td>INSURER C: Zenith Insurance Company</td> <td>13269</td> </tr> <tr> <td>INSURER D: Colony Insurance Company</td> <td>3993</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER	NAIC #	INSURER A: Illinois Union Insurance Co	27960	INSURER B: ACE American Insurance Co	22667	INSURER C: Zenith Insurance Company	13269	INSURER D: Colony Insurance Company	3993	INSURER E:		INSURER F:	
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INSURER D: Colony Insurance Company	3993																
INSURER E:																	
INSURER F:																	

**COVERAGES** CERTIFICATE NUMBER: Jan 2022 Master REVISION NUMBER:

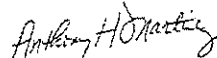
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Per Project Applies By <input type="checkbox"/> Written Contract GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: XCU, Contractual	Y		G24092975 013	10/01/2021	10/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED PD	Y		H08450377 013	10/01/2021	10/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 10,000
AVD	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			G24092987013/EXO4266669	10/01/2021	10/01/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
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/A	Z066828618 Item 3A: FL	01/01/2022	01/01/2023	<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
A	Pollution/Professional Liability Poll Ded \$5K/Prof Ded \$25K			G24092975 013	10/01/2021	10/01/2022	Ea Poll Condition Agg 1,000,000 Pro Ea Claim Aggregate 1,000,000 Retro Date: 10/01/2009

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

Contract No. IFB-KM-22-179  
 On-Going Chemical Feed System Maintenance, Repairs and Replacements. Pasco County Board of County Commissioners is additional insured on the general liability including on-going and completed operations if required by written contract. Pasco County Board of County Commissioners is additional insured on the auto liability if required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

Pasco County Board of County Commissioners 7536 State Street 2nd Floor New Port Richey FL 34654	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--

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PASCO COUNTY BOARD OF COUNTY COMMISSIONERS  
PURCHASING DEPARTMENT  
7536 STATE STREET, SUITE 221  
NEW PORT RICHEY, FLORIDA 34654  
TELEPHONE: (727) 847-8194  
FACSIMILE: (727) 847-8065  
[www.BidNetDirect.com](http://www.BidNetDirect.com)

**INVITATION FOR BID  
BID NO. IFB-KM-22-179  
ON GOING CHEMICAL FEED SYSTEM MAINTENANCE REPAIRS & REPLACEMENT  
MULTI-YEAR AWARD**

**SUMMARY OF WORK**

It is the intent of this Solicitation to contract with a vendor for on-site equipment maintenance services with on-site visits to various facilities for on-going chemical feed system maintenance repairs and replacement throughout Pasco County, as per specifications.

The Pasco County Purchasing Department will receive sealed bids until **1:15 p.m.**, local time (our clock), on **Tuesday, August 2, 2022**, in the Pasco County Purchasing Department, 7536 State Street, Suite 221, New Port Richey, Florida 34654. Bids received after this time will not be accepted. Bidders shall submit one (1) original bid form.

In accordance with Section 119.071, Florida Statutes, sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from public inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, or replies, whichever is earlier. Vendors must register to view and download solicitations by visiting [www.bidnetdirect.com/florida/Pasco-County-Board-of-County-Commissioners](http://www.bidnetdirect.com/florida/Pasco-County-Board-of-County-Commissioners). Pasco County reserves the right to reject any and all responses and to waive any irregularities or informalities.

The Pasco County Board of County Commissioners (Pasco County) is not responsible for expenses incurred prior to award. Pasco County officially distributes solicitation documents through the Florida Online Bid System ([www.bidnetdirect.com/florida/Pasco-County-Board-of-County-Commissioners](http://www.bidnetdirect.com/florida/Pasco-County-Board-of-County-Commissioners)). Solicitation documents **MUST** be downloaded at **NO COST** using this system. **Copies of solicitation documents obtained from other sources are not considered official and should not be relied upon.** Pasco County is not responsible for solicitation documents obtained from sources other than the Florida Online Bid System. Only vendors who register and obtain solicitation documents directly from the Florida Online Bid System will receive addenda and other important information if issued. Vendors are responsible for acquiring knowledge of changes, modifications, or additions to official solicitation documents. Vendors who submit responses and later claim they did not receive complete documents or had no knowledge of any change, modifications, or additions made to the official solicitation documents shall still be bound by the solicitation, including any changes, modifications, or additions to the official solicitation documents. **IF YOU OBTAINED A SOLICITATION DOCUMENT FROM A SOURCE OTHER THAN THE FLORIDA ONLINE BID SYSTEM, IT IS REQUIRED THAT YOU REGISTER AS A VENDOR AND DOWNLOAD THE OFFICIAL DOCUMENTS AT [WWW.BIDNETDIRECT.COM/FLORIDA/PASCO-COUNTY-BOARD-OF-COUNTY-COMMISSIONERS](http://WWW.BIDNETDIRECT.COM/FLORIDA/PASCO-COUNTY-BOARD-OF-COUNTY-COMMISSIONERS) AT NO COST.**

Kimberlie Miller, Sr. Purchasing Agent  
[kimmiller@pascocountyfl.net](mailto:kimmiller@pascocountyfl.net)

**IMPORTANT!—PLEASE READ CAREFULLY BEFORE MAKING BID**

**GENERAL PROVISIONS**

These general terms and conditions apply in like force to this solicitation and to any contract resulting therefrom.

**COMMUNICATIONS DURING SOLICITATION AND LOBBYING PROHIBITION**

Communicating with or lobbying of evaluation committee members, county government employees, or elected officials (**including County Commissioners**) regarding requests for proposals, requests for qualifications, bids, or contracts by the Bidders or any member of the Bidder's staff, an agent of the Bidder, or any person employed by any legal entity affiliated with or representing an organization that is responding to the requests for proposal, requests for qualification, bid or contract outside a publicly noticed meeting specifically called to address this particular solicitation is strictly prohibited. **Nothing herein shall prohibit a prospective Proposer from contacting the Purchasing Director, or Purchasing staff identified in the solicitation, to address concerns or grievances or receive clarification about a particular procurement. In addition, nothing herein shall prohibit a Proposer that has been shortlisted in the Notice of Intent to Award from engaging in contract negotiations with the County staff designated to negotiate the contract.**

For purposes of this provision lobbying activities shall include, but not be limited to, influencing or attempting to influence action or non-action in connection with any requests for proposals, requests for statements of qualifications, invitations for bids, related processes or contracts through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any proposal, statement of qualification, bid, contract or any other response to be rejected.

**The prohibition on communication with County Persons (including County Commissioners) by Proposers and their representatives regarding a procurement in which they have a pecuniary interest begins upon issuance of the solicitation and ends upon final award, when the protest is finally resolved, or when the procurement process is otherwise concluded, whichever occurs later.** This prohibition does not apply to communication on other matters in which a Proposer may have an interest outside of the solicitation.

**AMERICANS WITH DISABILITIES ACT**

Pasco County does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the County's functions including one's access to, participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation to the solicitation documents or for the public meetings related to any solicitation should contact the Purchasing staff member named on the solicitation summary at least twenty-four (24) hours in advance of the meeting. Requests for accommodation may also be directed to the Human Resources Department, Internal Services Building, 7536 State Street, New Port Richey, Fla 34654 at (727) 847-8030 or at (727) 847-8949 if you are hearing

impaired. Please be advised that if you contact the County by email, your email address will become a public record and may be subject to disclosure under the Florida Public Records Act.

**ACCEPTANCE/REJECTION/MODIFICATION TO BID**

The County may (1) amend or modify this request, (2) revise requirements of this request, (3) require supplemental statements or information from any firm, (4) accept or reject any or all bids, (5) extend the deadline for submission of bids, (6) waive non-material defects, and (7) cancel this request, in whole or in part, if the County deems it in its best interest to do so. The County may exercise the foregoing rights at any time without notice and without liability to any offering firm or any other party for their expenses incurred in the preparation of bid or otherwise.

**ACKNOWLEDGMENT OF ADDENDUM**

Bidders shall acknowledge receipt of any addendum to the solicitation by identifying the addendum number in the space provided for this purpose on the bid form, by letter, or by returning a copy of the issued amendment with the submitted bid. The acknowledgment should be received by Pasco County by the time and at the place specified for the receipt of bids. Failure to acknowledge an issued addendum may result in bid rejection and disqualification.

**ALTERNATIVE BIDS**

The bidder **WILL NOT** be allowed to offer more than one (1) price (for the goods or services specified). If a bidder submits more than one (1) price on any item (or service), **ALL** prices will be rejected for that item.

**ANTITRUST**

By entering into a contract, the bidder conveys, sells, assigns, and transfers to Pasco County all rights, titles, and interest it may now have or hereafter acquire under the antitrust laws of the United States and the State of Florida that relate to the particular goods or services purchased or acquired by Pasco County under the said contract.

**APPLICABLE LAW**

The resulting contract shall be governed in all respects by the laws of the State of Florida, and any litigation with respect thereto shall be brought in the courts of Pasco County, Florida. The Consultant shall comply with all applicable Federal, State, and local laws and regulations. Lack of knowledge by the Bidder will in no way be a cause for relief from responsibility.

**ASSIGNMENT**

The successful Bidder(s) shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, or delegate the duties hereunder without the prior written consent of Pasco County.



**AWARD**

Consideration for award will be by proximity to specifications given, costs, time of delivery, and other factors deemed by the County to be appropriate. All purchases, leases, or contracts that are based on competitive bids will be awarded to the lowest, responsive, and responsible bidder. Complete and accurate responses to all items are necessary for the complete and fair evaluation of bids. Total-cost or life-cycle-costing, which includes the identification of identifiable costs associated with acquisition, installation, maintenance, and operation of the bidder's offered equipment may be used to determine the lowest bidder. Such analysis may be based upon the bidder's proposal data and other data which is gathered by the County. Additional factors that may be considered include the expected life of equipment, output, maintenance, consumption costs, disposal value, warranty, complexity of operation, required training, and other factors that may contribute to the overall cost of ownership. In determining the responsibility of bidders, past performance, references, documented experience, financial capability, and other reasonable factors may be considered. Pasco County reserves the right to award by item, group of items, lowest total, or whatever manner is deemed to be in Pasco County's best interest.

**BID ACCEPTANCE PERIOD**

The Bidder agrees that if this offer is accepted within ninety (90) calendar days from the bid opening date, the Bidder will furnish to Pasco County and all items from which prices are offered in this bid solicitation at the price(s) so offered, delivered to the designated point(s), within the time period specified, and at the terms and conditions so stipulated in this solicitation document. Any bid for which the bidder specifies a shorter acceptance period may be rejected.

**BID CLARIFICATIONS**

If any party contemplating the submission of a bid on this invitation is in doubt as to the true meaning of any part of the plans, specifications, or other documents, they should submit a written request for an interpretation. Questions or requests for interpretations shall clearly state, in detail, the basis for such question(s) or request(s) including a reference to the specific paragraph or language in the solicitation. The request shall be clearly marked as a "PREBID QUESTION" and must include the solicitation number. Modifications to solicitations will be made only by properly issued written addenda. All such addenda shall become part of the solicitation and resulting contract documents. Pasco County shall only be responsible for explanations or interpretations that are issued by written addendum. No oral interpretations will be made as to the meaning of specifications or any other contract documents. Failure to comply with this provision will result in the Bidder waiving his/her right to dispute the bid specification.

**BIDDER CERTIFICATION**

The bidder agrees that submission of a signed bid form is certification that the bidder will accept an award made to it as a result of the submission.

**BIDDER INVESTIGATIONS**

Before submitting a bid, each bidder shall make all investigations and examinations necessary to ascertain all site conditions, specifications, delivery requirements and performance requirements affecting the full performance of the contract and to verify any representations made by Pasco County upon which the bidder will rely. If the bidder receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.

**BID ENVELOPES**

Envelopes containing bids must be sealed and marked in the lower left-hand corner with the solicitation number, solicitation name, and the date and hour of opening of bids. Failure to do so may cause bid not to be considered. Express Company or Express Mail envelopes containing a sealed bid shall also be sealed and should be clearly marked with the solicitation number, solicitation name, and date and hour of opening of bids. Failure to clearly mark envelopes may delay delivery and render the response late.

**BID FORM SUBMISSION**

Bids shall be submitted on the attached forms. Bids concerning separate bid invitations must not be combined on the same form or placed in the same envelope. Bids submitted in violation of this provision shall not be considered. All bids must be signed, in ink, in order to be considered. Erasures are not acceptable on bids; if necessary to make a change, strike out or draw a line through incorrect item and type the correction above, and initial the correction in ink. If the bidder is a firm or corporation, the bidder must show the title of the individual executing the bid, and if the individual is not an officer of the firm or corporation, the bidder must submit proof that the individual has the authority to obligate the firm or corporation. BIDS MAY NOT BE ALTERED OR AMENDED AFTER THE BID CLOSING.

**BUSINESS NAME REQUIREMENT**

The bidder must provide on the Bid Form, Bidder/Certification Form, and if awarded, on all remittance of invoices for payment, the business name that is provided on their W9 Form. Additionally, if there is a name change and/or EIN number that is changed at any time, the vendor must immediately notify the Purchasing Department as to the change and provide all supporting documentation.

**BID RECEIPT AND OPENING**

Pasco County will receive sealed bid proposals until date and time indicated on bid cover. Bids must be delivered, by hand or mail, to the Pasco County Purchasing Department, located at 7536 State Street, Suite 221, New Port Richey, Florida. Bids must be time stamped in the Purchasing Department before or on the hour and date indicated on the cover sheet (Invitation for Bid) for the bid opening. Bids received after the date and time of the bid opening will be received, date stamped, and returned to the bidder unopened. It is the responsibility of the

bidder to ensure that bids arrive at the designated opening place on time. Late or nondelivery due to mail or express delivery company failure will not be considered adequate reason for consideration of late bids. **FAXED BIDS WILL NOT BE ACCEPTED AND SHALL NOT BE CONSIDERED FOR EVALUATION OR AWARD.** In accordance with Section 119.071, Florida Statutes, sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from public inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, or replies, whichever is earlier.

**Failure to include all the forms required to be included with any bid will result in the Bidder being deemed non responsive and will result in rejection of the bid.**

#### **BID WITHDRAWAL**

Bids may not be changed after the bid closing time.

To withdraw a bid that includes a clerical error after bid opening, the bidder must give notice in writing to Pasco County of claim or right to withdraw a bid. Within two (2) business days after the bid opening, the bidder requesting withdrawal must provide to Pasco County all original work papers, documents, and other materials used in the preparation of the bid. A bidder may also withdraw a bid prior to the time set for the opening of bids by simply making a request in writing to Pasco County; no explanation is required. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work for the person to whom the contract is awarded or otherwise benefit from the contract. No partial withdrawals of a bid are permitted after the time and date set for the bid opening; only complete withdrawals are permitted. The decision to allow or disallow bid withdrawal remains solely with Pasco County.

#### **BRAND NAMES**

Any catalog, brand name, or manufacturer's reference used in the specifications is intended to be descriptive and not restrictive, and is used **only** to indicate type and quality desired. Any article, equipment, or material, which shall conform to the standards and excellence, so established, and is of equal merit, strength, durability, and appearance to perform the desired function, is deemed eligible for offer as a substitute. The qualifications of the offering shall be judged as to their conformance with these specifications. Any equipment offered other than herein specified shall be subject to a competitive demonstration and evaluation by Pasco County. The determination as to whether any alternate product or service is or is not equal shall be made by Pasco County, and such determination(s) shall be final and binding upon all bidders.

#### **CANCELLATION**

Pasco County reserves the right to cancel a resulting contract, without cause, by giving thirty (30) days' prior written notice to the contractor of the intention to cancel, or with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of the contractor to comply with any of the provisions of a resulting contract shall be

considered a material breach of contract and shall be cause for immediate termination of the contract at the sole discretion of Pasco County. In addition to all other legal remedies available to Pasco County, Pasco County reserves the right to cancel and obtain from another source, any services which have not been provided within the required period of time or, if no such time is stated, within a reasonable period of time from the date of order or request, as determined by Pasco County.

#### **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without—for the purpose of restricting competition—any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

#### **CHANGE IN SCOPE OF WORK**

Pasco County may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the contractor that the scope of the project or of the contractor's services has been changed, requiring changes to the amount of compensation to the contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract or purchase order signed by Purchasing Director. If the contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to the contractor, the contractor must immediately notify Pasco County in writing of this belief. If Pasco County believes that the particular work is within the scope of the contract as written, the contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

#### **COLLUSION AMONG BIDDERS**

Each bidder, by submitting a bid, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all bids shall be rejected if there is any reason for believing that collusion exists among the bidders. Pasco County may or may not, at its discretion, accept future bids for the same work from participants in such collusion. More than one (1) bid from an individual, firm, partnership, cooperation, or association under the same or different names may be rejected. Reasonable grounds for believing that a bidder has interest in more than one (1) bid for the work being bid may result in rejection of all bids in which the bidder is believed to have interest. Nothing in this clause shall preclude a firm acting as a subcontractor to be included as a subcontractor for two (2) or more primary contractors submitting a bid for the work.

#### **CONFLICT OF INTEREST**

The contractor, by submission of its bid, certifies that to the best of his/her knowledge or belief, no elected/appointed official or employee of Pasco County is financially interested, directly or indirectly, in the offer of goods or services specified in this invitation.

**DEBARMENT**

By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any subdivision or agency of the State of Florida.

**E-VERIFY REQUIREMENT**

A CONTRACTOR OR CONSULTANT ENTERING INTO A CONTRACT WITH A PUBLIC ENTITY (SUCH AS THE COUNTY) IS REQUIRED TO BE REGISTERED WITH THE U.S. DEPT. OF HOMELAND SECURITY'S E-VERIFY SYSTEM AND TO UTILIZE IT TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES THROUGHOUT THE TERM OF THE CONTRACT. THE CONTRACTOR OR CONSULTANT SHALL ALSO BE REQUIRED TO OBTAIN AND RETAIN AFFIDAVITS FROM ALL SUBCONTRACTORS OR SUBCONSULTANTS UTILIZED DURING THE CONTRACT VERIFYING THAT THEY DO NOT EMPLOY, CONTRACT WITH, OR SUBCONTRACT WITH ANY UNAUTHORIZED ALIENS AS THAT TERM IS DEFINED IN 8 U.S.C.s. 1342a(h)(3). THE FAILURE TO COMPLY WITH THIS REQUIREMENT CONSTITUTES GROUNDS FOR TERMINATION OF THE CONTRACT AND FOR SUCH OTHER PENALTIES AS PROVIDED UNDER SECTION 448.095, FLA. STAT.

IF A PUBLIC EMPLOYER HAS TERMINATED A CONTRACT WITH A CONTRACTOR FOR FAILURE TO COMPLY WITH THE REQUIREMENTS OF THE PARAGRAPH ABOVE, THE CONTRACTOR MAY NOT BE AWARDED A PUBLIC CONTRACT FOR AT LEAST ONE YEAR AFTER THE DATE ON WHICH THE CONTRACT WAS TERMINATED.

THE COUNTY RESERVES THE RIGHT TO REQUEST VERIFICATION OF COMPLIANCE FROM ITS CONSULTANTS AND CONTRACTORS DURING THE TERM OF ITS CONTRACT WITH THE COUNTY AND FOR A PERIOD OF UP TO FIVE (5) YEARS THEREAFTER. SHOULD A COUNTY RETAINED CONSULTANT, CONTRACTOR AND/OR ITS SUBCONSULTANT'S BE FOUND TO BE NON-COMPLIANT WITH E-VERIFY AS PART OF A FEDERAL AUDIT OR OTHER INQUIRY, THE CONSULTANT, CONTRACTOR AND/OR ITS SUBCONSULTANT(S) WILL BE SOLELY RESPONSIBLE FOR THE PAYMENT OF ANY FINES OR COSTS IMPOSED UPON THE COUNTY AS A RESULT OF SUCH NON-COMPLIANCE. COMPLIANCE WITH THIS SECTION IS MANDATORY FOR ALL PROJECTS.

**AUDIT COOPERATION REQUIREMENT FOR STATE FUNDED PROJECTS**

In those instances where state funding is involved, the selected Bidder, and its subconsultant(s) must agree to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant Section 20.055 (5), Florida Statutes. By submitting a bid to this solicitation, the Bidder certifies that they understand and will comply with this subsection.

State Funds Involved N/A (Mark X or N/A as applicable)

**ERRORS IN EXTENSIONS**

The BIDDER should initial erasures or corrections in any Bid Form in ink. The COUNTY shall reject any Bid Form with such erasures or corrections where County staff concludes it cannot determine with certainty the accuracy or intent of said Bid Form, as corrected. In the case of unit price contracts, if an error is committed in the extension of an item, the unit price as shown in the Bid Form will govern. If the unit price and the extension price are at variance, the unit price shall prevail. Unit prices will be utilized to adjust the total compensation due the successful BIDDER based on actual quantities encountered. No negotiation of these unit prices after contract award will be allowed. Significant changes in quantities, including total deletions, are possible. Therefore, each BIDDER shall proportionately distribute overhead and profit across the unit prices.

**ETHICS IN PUBLIC PROCUREMENT**

The contract upon award shall incorporate by reference, but shall not be limited to, the provisions of law contained in Chapter 112, Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The bidder certifies that its bid was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer, or subcontractor in connection with this bid; and that it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of value.

**EXCEPTIONS**

Bidders taking exception to any part or section of the solicitation shall indicate such exceptions on the bid form or appendix. Failure to indicate any exception will be interpreted as the bidder's intent to comply fully with the minimum requirements as written. Conditional or qualified bids, unless such exception(s) are deemed non-material by the County (in its sole discretion), shall be subject to rejection in whole or in part.

**EXPENSES INCURRED IN PREPARING BID**

Pasco County accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

**FAILURE TO DELIVER**

In the event of failure of the contractor to deliver the goods and services in accordance with the contract terms and conditions, Pasco County may procure the goods and services from other sources and hold the contractor responsible for any resulting additional costs. A failure to

deliver will result in immediate termination of a resulting contract, and immediate disqualification and debarment from submitting bids to Pasco County for a maximum of five (5) years. These remedies shall be in addition to any other remedies that Pasco County may have available.

**FAILURE TO ENFORCE**

Failure by Pasco County at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of Pasco County to enforce any provision at any time in accordance with its terms.

**FAIR LABOR STANDARDS**

By submission of a bid, the bidder certifies that the contractor(s) and/or subcontractor(s) providing product(s) or service(s) shall, in the execution or performance of such a contract, maintain fair labor standards as defined in applicable State and Federal regulations.

**FORCE MAJEURE**

The contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, government actions, and acts of God beyond the control of the contractor, unless otherwise specified in the contract. If government actions include the imposition of tariffs that directly affect the materials or equipment to be provided by the bidder under the solicitation, the contractor must submit certification from its supplier that the materials required were acquired by the bidder after the tariffs went into effect and that the bidder now has to pay additional costs for the materials or equipment. The County has the discretion to approve an increase in price based on the information supplied or to terminate the contract.

**IDENTICAL BIDS**

Identical bids or bids which otherwise appear suspicious will be reported to the County Attorney for investigation.

**INDEMNIFICATION**

In consideration of the sum of Fifteen and 00/100 Dollars (\$15.00), the receipt and sufficiency of which is acknowledged by the contractor to be included and paid for in the contract price, the contractor shall indemnify, defend, and hold harmless Pasco County and its agents and employees from and against all liabilities, claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the performance of the work, provided that any such liability, claim, damage, loss, or expense: 1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom; and 2) is caused in whole or in part by any negligent act or omission of the contractor and subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except for those caused by the negligent act or omission of Pasco County.

In any and all claims against Pasco County or any of its agents or employees by any employee of the contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type of damages, compensation, or benefits payable by or for the contractor or any subcontractor under Workers' Compensation Acts, disability benefit acts, or other employee benefit acts.

#### **INDEPENDENT CONTRACTOR**

The contractor shall be legally considered an independent contractor and neither the contractor nor its employees shall, under any circumstances, be considered servants or agents of Pasco County; and Pasco County shall be at no time legally responsible for any negligence or other wrongdoing by the contractor, its servants, or agents. Pasco County shall not withhold from the contractor any Federal or State unemployment taxes, Federal or State income taxes, Social Security tax, or any other amounts for benefits to the contractor. Further, Pasco County shall not provide to the contractor any insurance coverage or other benefits, including workers' compensation, normally provided by Pasco County for its employees.

#### **INFORMALITIES AND IRREGULARITIES**

Pasco County has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a bidder with the bid for Pasco County to properly evaluate the bid, Pasco County has the right to require such additional information as it may deem necessary after the time set for receipt of bids, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured. Pasco County reserves the right to reject any or all bids in whole or in part; to award by any item, group(s) of items, total bid, or accept the bid that is most advantageous and in the best interest of Pasco County.

#### **LAW COMPLIANCE**

Each party will comply with all applicable Federal, State and local laws, rules, regulations, and guidelines related to performance under this agreement. In particular, the contractor/vendor/named party verifies and affirms that it is in compliance with 8 U.S.C., Sec. 1324, prohibiting the employment either directly or by contract, subcontract, or exchange of unauthorized aliens in the United States. The County will consider the employment of unauthorized aliens by any contractor/vendor/named party, during the term of the agreement, a violation of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this agreement by the County.

#### **LIMITATION OF COST**

The contractor agrees to perform the work specified and complete all obligations under the contract within the stated amounts.



### **NON-APPROPRIATION**

All funds for payment by Pasco County under this contract are subject to the availability of an annual appropriation for this purpose by Pasco County. In the event of non-appropriation of funds by Pasco County for the services provided under the contract, Pasco County will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the contractor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect, and Pasco County shall not be obligated under this contract beyond the date of termination.

### **NON-DISCRIMINATION**

During the performance of this Agreement, the CONSULTANT herein assures the COUNTY that said CONSULTANT is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and The Florida Civil Rights Act of 1992 in that the CONSULTANT does not on the grounds of race, color, national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against the employees of the CONSULTANT or its applicants for employment. The CONSULTANT understands and agrees that this Agreement is conditioned upon the veracity of this Statement of Assurance. Furthermore, the CONSULTANT herein assures the COUNTY that said CONSULTANT shall comply with Title VI of the Civil Rights Act of 1964 when any Federal grant is involved. Other applicable Federal and State laws, executive orders and regulations prohibiting the type of discrimination as hereinabove delineated are included by this reference thereto. This Statement of Assurance shall be interpreted to include Vietnam Era Veterans and Disabled Veterans within its protective range of applicability.

### **OFFICIAL DOCUMENTS**

Pasco County is not responsible for expenses incurred prior to award. Pasco County officially distributes solicitation documents through the Florida Online Bid System ([www.bidnetdirect.com/florida/Pasco-County-Board-of-County-Commissioners](http://www.bidnetdirect.com/florida/Pasco-County-Board-of-County-Commissioners)). Solicitation documents MUST be downloaded at NO COST using this system **Copies of solicitation documents obtained from other sources are not considered official and should not be relied upon.** Pasco County is not responsible for solicitation documents obtained from sources other than the Florida Online Bid System Only vendors who properly register and obtain solicitation documents directly from the Florida Online Bid System will receive addenda and other important information if issued. Vendors are responsible for acquiring knowledge of changes, modifications, or additions to official solicitation documents. Vendors who submit responses and later claim they did not receive complete documents or had no knowledge of any change, modifications, or additions made to the official solicitation documents shall still be bound by the solicitation, including any changes, modifications, or additions to the official solicitation documents. **IF YOU OBTAINED A SOLICITATION DOCUMENT FROM A SOURCE OTHER THAN THE FLORIDA ONLINE BID SYSTEM, IT IS REQUIRED THAT YOU REGISTER AS A VENDOR AND DOWNLOAD THE OFFICIAL DOCUMENT AT [12](http://WWW.BIDNETDIRECT.COM/FLORIDA/PASCO-</a></b></p></div><div data-bbox=)**

**COUNTY-BOARD-OF-COUNTY-COMMISSIONERS AT NO COST.**

**ORAL STATEMENTS**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract or purchase order must be made in writing by Pasco County.

**PATENTS AND ROYALTIES**

The contractor covenants to save, defend, keep harmless, and indemnify Pasco County and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties, and cost—including court costs and attorney's fees, charges, liability, and exposure, however caused—for or on account of any copyright or patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by Pasco County. If the contractor uses any design, device, or materials covered by patent or copyright, it is mutually agreed and understood without exception that the contract price includes all royalties or costs arising from the use of such design, device, or materials in any way in the work.

**PAYMENT PROCEDURES**

The Pasco County Board of County Commissioners will process payments in a timely manner and in accordance with Chapter 218, Part VII, Florida Statutes, (The Local Government Prompt Payment Act).

Several payment options are available to the successful vendor upon receipt of a correct invoice:

1. Check may be mailed to the remit address on the invoice. The check is sent to the Post Office the day after Board of County Commissioners approval.
2. Check may be picked up in Dade City. The vendor must pick up the check the day after Board of County Commissioners approval. The successful bidder or contractor must call (352) 521-4599 for detailed instructions.
3. Payment may be wire-transferred to the vendor's bank account. The vendor must call (352) 521-4599 for detailed instructions.

**PAYMENT TERMS AND DISCOUNTS**

Unless otherwise indicated in the bid documents or required by state law, payment terms will be net forty-five (45) days. Terms not consistent with this provision are not acceptable and may be cause for rejection. Pasco County will pay the vendor within forty-five (45) days after the receipt of a correct invoice for the specified work or goods received. Unless otherwise indicated in the bid documents

Discounts for prompt payment requiring payment by Pasco County within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the

date of receipt by Pasco County of a correct invoice describing reasonable work allocable to the contract or after the date of acceptance of work/goods that meets contract requirements, whichever event occurs later. Discounts for payment in less than forty-five (45) days will not be considered during evaluation for award, but may be taken if applicable after award.

#### **PUBLIC INFORMATION**

After the County provides notice of an intended decision or thirty (30) days after opening the bids, proposal, or replies, whichever is earlier, any and all information contained therein, is considered public and may be reviewed by any person interested in doing so as provided under Florida Law.

All materials submitted in response to this solicitation ultimately become public record and shall be subject to inspection and copying as provided under Florida's public records laws. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words "Confidential Disclosure" and placed in a separate envelope marked as such shall be considered to qualify as Trade Secret Data. Any material to be treated as Trade Secret Data must include a justification for the request. The request will be reviewed and either approved or denied by the County. If denied, the Bidder shall have the opportunity to withdraw the entire Proposal or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total Proposal shall be considered confidential or proprietary. Any costs to preserve the Trade Secret data designation shall be the responsibility of the Bidder.

#### **CONTRACTOR'S PUBLIC RECORDS REQUIREMENTS**

The CONTRACTOR shall comply with the requirements of Florida's Public Records Act, Chapter 119, Florida Statutes. To the extent required by Section 119.0701, Florida Statutes, CONTRACTOR shall (a) keep and maintain public records required by the COUNTY to perform the service under the Agreement; (b) upon request from the COUNTY's custodian of public records provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for under Florida's Public Records law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to the COUNTY; and (d) upon completion of the contract, transfer, at no cost to the COUNTY, all public records in possession of CONTRACTOR. Upon transfer, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. All records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY. All documentation produced as part of this Agreement will become the property of the COUNTY. This paragraph shall survive the expiration or termination of this Agreement.

#### **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE**

**PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS IN UTILITIES OPERATIONS & MAINTENANCE, MARY SUE BEAN-FICK, AT 813-235-6189, EXT 6907, [mbeanfick@pascocountyfl.net](mailto:mbeanfick@pascocountyfl.net), or 19420 CENTRAL BOULEVARD, LAND O' LAKES, FL 34637.**

Under Florida law, a Contractor who fails to provide the public records to the COUNTY within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes, and such non-compliance will constitute a breach of the Agreement and may serve as grounds for termination of this Agreement.

**PUBLISHED PRODUCT SPECIFICATIONS**

The bidder should submit a copy of the manufacturer's published and advertised specifications, including warranty information, for the product(s) being offered, if applicable. Failure to provide these specifications may be cause for bid rejection. If the County is unable to verify compliance with the specifications, the response may be rejected. The County's inability to verify responsiveness may result in a determination of non-responsiveness and rejection.

**PURCHASE ORDER REQUIREMENT**

Purchases of Pasco County are authorized only if a signed purchase order issued in advance of the transaction, showing that the ordering agency has sufficient funds available to pay for the service. Vendors providing services without a signed purchase order do so at their own risk. Pasco County will not be liable for payment for any services provided under the contract unless a valid purchase order has been issued to the contractor.

**QUALIFICATIONS OF BIDDERS**

The bidder may be required before the award of any contract to show to the complete satisfaction of Pasco County that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The bidder may also be required to give a past history and references in order to satisfy Pasco County in regard to the bidder's qualifications. Pasco County may make reasonable investigations deemed necessary and proper to determine the ability of the bidder to perform the work, and the bidder shall furnish to Pasco County all information for this purpose that may be requested. Pasco County reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy Pasco County that the bidder is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the bidder's qualifications shall include:

1. The ability, capacity, skill, and financial resources to perform the work or provide the service required.
2. The ability of the bidder to perform the work or provide the service promptly or within the time specified, without delay or interference.
3. The character, integrity, reputation, judgment, experience, and efficiency of the bidder.
4. The quality of performance of previous contracts or services.

**QUALITY OF GOODS**

All goods shall be new, in first class condition, and of the manufacturer's latest design of the model presently in production. All materials, supplies, and equipment furnished or services performed under the terms of this purchase order or contractual agreement shall comply with the requirements and standards specified in the Williams-Steiger Occupational Safety and Health Act of 1970 (Public Law 91-596), as well as other applicable Federal, State, and local codes. Equipment and materials furnished by the bidder having serious defects, corrosion, or scratches which tend to present an "other than new" appearance shall be promptly replaced or such defects promptly corrected by the bidder at no cost to Pasco County. Any existing Material Safety Data Sheets (MSDS) for the products, materials, supplies, or equipment being bid must be submitted with the bid. No product containing asbestos, lead paint or polychlorinated biphenyl (PCB) in any form will be considered for award by Pasco County.

**RECOVERY OF MONEY**

Whenever, under the contract, any sum of money shall be recoverable from or payable by the contractor to Pasco County, the same amount may be deducted from any sum due the contractor under the contract or under any other contract between the contractor and Pasco County. The rights of Pasco County are in addition and without prejudice to any other right Pasco County may have to claim the amount of any loss or damage suffered by Pasco County on account of the acts or omissions of the contractor.

**RIGHT TO AUDIT**

The vendor shall maintain such financial records and other records as they relate to the purchase of goods and/or services by Pasco County from the subject vendor. The vendor shall retain these records for a period of three (3) years after final payment, or until they are audited by Pasco County, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three (3) year period for examination, transcription, and audit by Pasco County, its designees, or other authorized bodies.

**RISK OF LOSS**

Pasco County shall be relieved from all risks of loss or damage to goods during periods of transportation, manufacture, and the entire time the goods are in the possession of Pasco County prior to acceptance by Pasco County. At such time, the risk of loss or damage for goods shall pass to Pasco County. The bidder/contractor shall not be responsible for damage to the goods occasioned by negligence of Pasco County or its employees.

**TABULATIONS**

Solicitation results (tabulations) will not be given over the telephone or via fax.

**TAXES**

All bids shall be submitted exclusive of direct Federal, State, and local taxes; however, if the bidder believes certain taxes are properly payable, he/she may list such taxes separately in each case directly below the respective item bid price. Prices quoted must be in units specified, and shall not include the cost of any such taxes, including those on any material, supplies, or

equipment used or installed in the work. Pasco County does not pay Federal Excise and Sales Taxes on direct purchases of tangible personal property. See Exemption Number on face of the resulting purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for improvement of County-owned real property. Please refer to Chapter 192, Florida Statutes.

#### **UNSATISFACTORY WORK**

If, at any time during the contract term, the service performed or work done by the contractor is considered by Pasco County to create a condition that threatens the health, safety, or welfare of the community, the contractor shall, on being notified by Pasco County, immediately correct such deficient service or work. In the event the contractor fails, after notice, to correct the deficient service or work immediately, Pasco County shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the contractor. Notwithstanding the above, Pasco County reserves the right to cancel a resulting contract, without cause, by giving thirty (30) days' prior written notice to the contractor of the intention to cancel.

#### **VENDORS LIST**

Vendors must visit [www.bidnetdirect.com/florida/Pasco-County-Board-of-County-Commissioners](http://www.bidnetdirect.com/florida/Pasco-County-Board-of-County-Commissioners) to register as a vendor. Once registered, vendors will have the ability to view and download solicitations for Pasco County as well as other participating agencies throughout Florida.

#### **WARRANTIES**

The Vendor agrees that the supplies and services furnished under this award shall be covered by the most favorable commercial warranties the Vendor gives to any customer for comparable quantities of such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this award.

#### **LOCAL PREFERENCE**

Under Sec. 2-111(a)(1) of Pasco County's Purchasing Ordinance, a business qualifies as "Local Business" if it meets the following requirements and is: a) a vendor, supplier, or contractor who does business in Pasco County by providing goods, services, or construction; and b) maintains a physical business address located within the jurisdictional limits of Pasco County in an area zoned for the conduct of such business; and c) the vendor, supplier or contractor operates or performs business on a daily basis at said location; and d) has so operated or performed business at that location for at least twelve (12) months prior to the Bid or Proposal opening date; and (e) includes a copy of their local business tax receipt with their Bid or Proposal. Post office boxes shall not be used for the purpose of establishing said physical address. The justification for the application of a local preference to a particular Bidder, along with a copy of the Bidder's local business tax receipt, must be included as part of any Bid submitted.

In bidding for, or letting contracts or procurement of goods, services or construction, as described herein, the Board of County Commissioners (BOARD) may give a preference to Local Businesses in making purchases (unless otherwise precluded by the ordinance, state or federal law) as described below:

- (i) When written quotations or sealed bids are received that do not exceed \$1,000,000.00, and the lowest price is offered by a vendor that is not a Local Business, and the next lowest price is offered by a Local Business, and is within 10% of the lowest price offered, then the Local Business shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the Local Business will be awarded the quotation or bid if the Local Business is otherwise fully qualified and meets all requirements of the solicitation.
- (ii) When sealed bids are received that are greater than \$1,000,000.00, and the lowest price is offered by a business that is not a Local Business, and the next lowest price is offered by a Local Business, and is within 5% of the lowest price offered, then the Local Business shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the Local Business will be awarded the quotation or bid if the Local Business is otherwise fully qualified and meets all County requirements.
- (iii) The total quote or bid price shall include not only the base bid price, but also all alterations to the base bid price resulting from alternates which were both part of the bid and that will be actually purchased or awarded by the BOARD.

If two or more identical quotations or bids are received at the time the written quotations or sealed bids are opened, the award shall be made to the responsive, responsible "Local Business" as defined herein.

The preference established in this section does not prohibit the right of the BOARD to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms, or corporations submitting bids or proposals nor prohibit the BOARD from giving any other preference permitted by law in addition to the preference authorized in this section.

**This local preference provision is not applicable to those solicitations involving the use of either State or Federal funds as indicated below:**

State or Federal Funds Involved N/A (Mark X or N/A as applicable)

**END OF GENERAL PROVISIONS**

## SPECIAL PROVISIONS

In addition to the General Provisions of this solicitation, these Special Provisions, along with the specifications that follow, apply in like force to this solicitation and to any subsequent contract resulting therefrom.

### CONTRACT TERM

The contract period **will begin on October 22, 2022 and continue through October 21, 2025,** (3 yrs) under the same prices, terms, and conditions as in the original contract approved by Pasco County, unless canceled in writing by Pasco County. All contracts are subject to the appropriation of funds by Pasco County.

### COPYRIGHT

The contractor shall irrevocably transfer, assign, set over, and convey to Pasco County all rights, title, and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to the contract. The contractor further agrees to execute such documents as Pasco County may request to affect such transfer or assignment. Further, the contractor agrees that the rights granted to Pasco County by this paragraph are irrevocable. The contractor's remedy in the event of termination of or dispute over any agreement entered into as a result of this Invitation for Bid shall not include any right to rescind, terminate, or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of any agreement entered into as result of this Invitation for Bid shall have the effect of rescinding, termination, or otherwise invalidating the rights acquired pursuant to the provisions of this paragraph.

### COST REIMBURSEMENT

Unless an alternative cost methodology is specified herein, the contractor agrees that payment by Pasco County to the contractor for materials used in the performance of any work under the contract on a cost plus a percentage of cost basis is specifically prohibited. The cost of all materials provided in the performance of the work is to be reimbursed to the contractor in the following manner: Pasco County shall reimburse the contractor, on completion and acceptance of each assigned job, only for those materials, equipment parts, supplies, rentals, services, etc., actually used in the performance of the work that are supported by invoices issued by the suppliers of the contractor describing the quantity and cost of the materials purchased. No surcharges shall be added to the suppliers' invoices or included in the contractor's invoice submitted to Pasco County that would increase the dollar amount indicated on the suppliers' invoices for the materials purchased for the assigned job. All incidental costs, including allowances for profit and tools of the trade, must be included in the contract hourly labor rates.

### ECONOMIC PRICE ADJUSTMENT

Any reference in the solicitation to *economic price adjustment* or *price escalation* shall be considered to mean price decreases as well as increases, unless otherwise stipulated.



Bids will be evaluated on the basis of the prices bid without consideration of the allowable escalation. If a bidder increased the ceiling stipulated in the Invitation for Bid or places limits on the provisions of the Invitation for Bid that allow prices to drop in accordance with the movement of the escalator, the bid will be rejected as nonresponsive.

If a bidder deletes the price escalation clause from its bid, the bid will be rejected as non-responsive. If a bidder lowers the ceiling stipulated in the Invitation for Bid, the bid will be evaluated at the base price in the same manner as those bids that do not reduce the stipulated ceiling. If the bidder offering a lower ceiling ultimately receives the award, that ceiling will be incorporated into the contract documents.

### **INSURANCE REQUIREMENTS**

The insurance required must be written by an insurer authorized to do business in the State of Florida and also have an "A" policyholder's rating and a financial rating of at least Class VIII in accordance with the most current *Best's Key Rating Guide*. Prior to the time the contractor is entitled to commence any part of the project, work, or services under this contract, the contractor shall procure, pay for, and maintain at least the following insurance coverages and limits. Policies of insurance required by the contract shall be primary insurance and non-contributory with respect to the County, its officials, agents, or employees. The said insurance shall be evidenced by delivery to Pasco County of 1) Certificates of Insurance executed by the insurers listing coverages and limits, expiration dates and terms of policies and all endorsements whether or not required by Pasco County, and listing all carriers issuing the said policies; and 2) upon request, a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of this contract.

1. Workers' Compensation in at least the limits as required by law; Employers' Liability Insurance of not less than One Hundred Thousand and 00/100 Dollars (\$100,000.00) for each accident. The contractor agrees to waive its right of subrogation as part of this coverage.
  
2. Comprehensive General Liability Insurance including, but not limited to, Independent, Contractor, Contractual, Premises/Operations, Products/Completed Operation and Personal Injury covering the liability assumed under indemnification provisions of this contract, with limits of liability for personal injury and/or bodily injury, including death, of not less than Two Million and 00/100 Dollars (\$2,000,000.00), each occurrence; and property damage of not less than One Million and 00/100 Dollars (\$1,000,000.00), each occurrence. (Combined single limits of not less than Two Million and 00/100 Dollars [\$2,000,000.00], each occurrence, will be acceptable unless otherwise stated.) Coverage shall be on an "occurrence" basis, and the policy shall include Broad Form Property Damage coverage and Fire Legal Liability of not less than Fifty Thousand and 00/100 Dollars (\$50,000.00) per occurrence, unless otherwise stated by exception herein.

3. Comprehensive Automobile and Truck liability covering owned, hired, and nonowned vehicles with combined single limits of not less than One Million and 00/100 Dollars (\$1,000,000.00), each occurrence. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.

Each insurance policy shall include the following conditions by endorsement to the policy:

1. Each policy shall require that thirty (30) days prior to expiration, cancellation, nonrenewal, or any material change in coverages or limits, a notice thereof shall be given to Pasco County by certified mail to: Pasco County Risk Management Department, 7536 State Street, Suite 111, New Port Richey, Florida 34654. The contractor shall also notify Pasco County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal, or material change in coverage received by the said contractor from its insurer; and nothing contained herein shall absolve the contractor of this requirement to provide notice.
2. Companies issuing the insurance policy, or policies, shall have no recourse against Pasco County for payment of premiums or assessments for any deductibles that all are at the sole responsibility and risk of the contractor.
3. The term "County" or "Pasco County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments, and Offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pasco County.
4. Pasco County shall be endorsed to the required policy or policies as an additional insured, with the exception of Worker's Compensation and Professional Liability, if applicable.
5. Pasco County shall also be listed as a certificate holder.
6. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by Pasco County to any such future coverage, or to Pasco County's self-insured retentions of whatever nature.

#### **MOTOR VEHICLE INDUSTRY LICENSING**

The contractor shall comply with Chapter 320, Florida Statutes. Failure to comply may result in a determination of no responsibility on the basis that the bidder is not qualified to legally contract with Pasco County and may further cause such noncompliant offers to be rejected.

#### **REPORT STANDARDS**

Reports or written material prepared by the contractor in response to the requirements of this contract shall be thoroughly researched for accuracy of content, shall be grammatically correct

and not contain spelling errors, shall be submitted in a format approved in advance by the Purchasing Department, and shall be submitted in draft form for advance review and comment by the Purchasing Department. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with the contract requirements shall be borne by the contractor.

#### **REQUIREMENTS CONTRACT**

During the period of the contract, the contractor shall provide all the services described in the contract. The contractor understands and agrees this is a requirements contract and Pasco County shall have no obligation to the contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of Pasco County for the period of the contract. The amount is only an estimate and the contractor understands and agrees Pasco County is under no obligation to the contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. The contractor further understands and agrees Pasco County may require services in an amount less than or in excess of the estimated annual contract amount, and the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.

#### **BONDS REQUIRED**

1. **Performance Bond:** A Performance Bond, in the amount of \$50,000.00, shall be required of the successful bidder to ensure satisfactory completion of the work. The bond shall be a Corporate Surety Bond issued by a surety company authorized to do business in the State of Florida. The Attorney in Fact, who signs the bond, must file with the bond, a certificate and effective dated copy of a Power of Attorney. The surety company shall have a current, valid Certificate of Authority issued by the State of Florida. The surety company shall have current, valid Certificate of Authority issued by the United States Treasury Department under Sections 9304 to 9308 of Title 31 of the U.S. Code. The surety company shall be in full compliance with the provisions of the Florida Insurance Administrative Code, and shall have at least twice the minimum surplus and capital required by the same at the time the Invitation for Bid is issued.

#### **SALES TAX**

Pasco County, as a governmental entity, is exempt from sales tax under Florida Law. A copy of the County's tax exempt certificate or number will be provided at the time a purchase order is issued.

#### **TRANSPORTATION AND PACKING**

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the seller, f.o.b. **Pasco County, FL.** No additional charges will be allowed for packing, packages, or partial delivery costs. By submitting their bids, all bidders certify and warrant that the price

offered for f.o.b. destination includes only the actual freight rate costs at the lowest and best rate and is based upon actual weight of the goods to be shipped. Standard commercial packaging, packing, and shipping containers shall be used, except as otherwise specified herein.

#### **VENDOR'S EQUIPMENT**

Responding vendors must submit a list of owned equipment and major tools, and a list of current employees and respective skill level or discipline. Pasco County, at its sole discretion, reserves the right to award this work to vendors who are able to demonstrate current ownership and possession of the equipment, tools, and personnel deemed reasonably sufficient to perform the specified work at the lowest possible cost.

It is Pasco County's intent to award this work to a vendor at the lowest possible cost, while securing sufficient quality of services. Preference may be given to those vendors who own and possess the necessary tools, equipment, and services to minimize reimbursement costs associated with rentals and purchases from third parties.

#### **PERFORMANCE OF THE WORK**

Work and/or purchases are authorized by the County only if a properly executed Work Order is issued in advance of the transaction, showing that the County has sufficient funds available to pay for the goods and/or services. Contractors providing goods and/or services without a properly executed Work Order do so at their own risk. The County will not be liable for payment for any services provided under the Contract unless a valid Work Order has been issued to the Contractor.

In the event that Bidder is awarded the Contract, Bidder agrees that should Bidder fail to complete the work within the time stipulated in the Work Order or within such extra time granted by the County as provided in the Agreement, the Bidder shall pay to the County for delay and loss of use, and not as a penalty but as liquidated damages as stated in the Agreement section.

#### **WORK ORDERS AND WORK ORDER PROCEDURES**

Upon execution of the Agreement, the Contractor will begin receiving Work Orders. The Contractor will be issued a separate Work Order for each particular item of work assigned by the County. Each Work Order shall describe the work included and stipulate the maximum fee as well as the number of calendar days within which the Contractor must both commence and complete the work for the particular Work Order. Work Orders will be executed by the County Administrator, Assistant County Administrator for Public Infrastructure, or their designee.

For Non-Emergency As-Needed on-site work the County will contact the Contractor for a work order proposal to complete a particular Work Order. The Contractor shall respond within three (3) business days with a work order proposal including time to complete from the Notice to Proceed, proposed bid items to be utilized for the work, anticipated materials with cost, and total cost. The County shall then execute a Work Order and deliver it to the Contractor. The

Contractor shall not receive additional compensation for the work order proposal process.

The Contractor shall have no claim for compensation greater than the maximum listed on the work order proposal and Work Order form.

Following execution of any part of any work as described in Work Order, and within time stipulated in the Work Order, the Contractor shall submit a written proposal for any additional work that, in the Contractor's opinion, is not listed in the Work Order. The proposal shall list all recommended work, describing each item of work in sufficient detail to complete the work order. If it agrees, the County shall then revise the Work Order and deliver it to the Contractor to complete the work or reject the proposal.

The Assistant COUNTY Administrator for Public Infrastructure, or his designee may order emergency as-needed on-site work. Emergency work is performed any day, including weekends and Holidays recognized by Pasco COUNTY. The Contractor shall respond to emergency requests within four (4) hours of notification and begin work on-site within twenty four (24) hours. The Contractor shall perform the work not to exceed that listed in the Work Order Form. The Contractor shall have no claim for compensation greater than the maximum listed on the Work Order Form.

Critical or emergency work shall take priority over normal priority work. In the event that critical or emergency work prevents timely completion of normal priority work, at the request of the Contractor the County Administrator, Assistant COUNTY Administrator for Public Infrastructure, or their designee will review outstanding Work Order(s) to determine an appropriate extension of time to complete the Work Order(s).

The County may order critical as-needed on-site work during normal business hours. The Contractor shall respond to critical requests on-site within one (1) hour of notification and begin work on-site within two (2) hours. Critical work is defined by required response time and is performed Monday through Friday 7:00 am to 6:00 pm. The Contractor shall perform the work not to exceed that listed on the Work Order form. Only actual time on-site shall be billed. Contractor shall fill out logs at the nearest County Facility to substantiate work performed.

#### **WORK ORDER CLOSE OUT**

For payment of work under this contract, the Contractor shall submit to the COUNTY the properly executed copies of the Work Order(s), and invoice. The invoice shall include Work Order number, location of work, cost of the work according to the rates listed in the Bid Form, and actual dates of the work. The COUNTY will evaluate the Application for Payment within forty-five (45) days, which shall meet the requirements set forth in these Contract Documents. Upon approval, the County Administrator, Assistant COUNTY Administrator for Public Infrastructure, or their designee, will authorize final payment to be made and close out the Work Order(s).

All work and support is subject to verification by the COUNTY. Contractor shall maintain logs to

verify work and support performed. Failure to maintain adequate records or provide authorized work orders shall result in non-payment or cancellation of the Contract.

The Bidder further agrees to begin work within three (3) calendar days after the date of the Notice to Proceed or otherwise approved in advance and to complete the project, in all respects, within the number of calendar days allotted for each Work Order, after the date indicated on the Work Order executed by the Assistant County Administrator for Utility Services, or his designee. The Bidder shall also comply with specific completion dates and sequences indicated elsewhere in the Contract Documents or as set forth in the Work Order

All work is subject to verification by the County. Contractor shall maintain proper records to verify work performed. Failure to maintain adequate records or provide authorized work orders shall result in non-payment or cancellation of the Contract.

**AS SPECIFIED** All items delivered must meet the specifications herein. Items delivered not as specified will be returned at no expense by the County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards. Replacement items meeting specifications must be submitted within a reasonable time after rejection of the non-conforming items.

**QUANTITIES** The Pasco County Board of County Commissioners shall not be required to purchase any minimum or maximum quantities during the term of any award resulting from this specification.

**ADDITION/DELETION** The Pasco County Board of County Commissioners reserves the right to add or delete any item from this bid or resulting award when deemed to be in the best interest of the Board.

#### **END OF SPECIAL PROVISIONS**

**ON-GOING CHEMICAL FEED SYSTEM MAINTENANCE REPAIRS & REPLACEMENT  
SPECIFICATIONS  
IFB-KM-22-179**

**1.0 SCOPE**

- 1.1 It is the intent of the solicitation to establish maintenance, repair and replacement services for on-site Chemical Feed System equipment with on-site visits to various facilities throughout Pasco County.
- 1.2 The price for work under this section shall include the furnishing of all labor, materials, appurtenances, equipment, temporary loaner equipment if needed, start-up services, disposal of tanks and consumed materials, all reports, preventative maintenance logs, repair and replacement documentation, permitting, training, engineering, and operations and maintenance support of the chemical dosing and metering systems.

**2.0 PERFORMANCE OF THE WORK**

- 2.1 The established contractor(s) of the annual award must provide a comprehensive evaluation of all chemical dosing and metering equipment within the first 30 days of annual award. The evaluation is a one-time process that will include the following:
  - 2.1.1 Location of the facility
  - 2.1.2 The manufacturer, serial number and specific equipment name of all associated chemical dosing and metering equipment on location
  - 2.1.3 The condition of the chemical dosing and feed equipment
  - 2.1.4 Life expectancy of existing equipment
  - 2.1.5 Suggested preventative maintenance of equipment
  - 2.1.6 Suggested repairs required at time of inspection
  - 2.1.7 Separate quote for repairs required as noted during the initial equipment evaluation.
- 2.2 The following is a list of types of equipment, the contractor will be required to maintain, repair and replace, including but not limited to:
  - 2.2.1 Chemical metering skids and accessories
  - 2.2.2 Chemical metering pumps and controls
  - 2.2.3 Chemical storage pumps and piping
  - 2.2.4 Injection points
  - 2.2.5 Flow metering chemical controls
  - 2.2.6 Chemical tanks and piping
  - 2.2.7 Chemical injection piping
  - 2.2.8 Temporary equipment supply

- 2.2.9 Temporary bulk chemical tanks
  - 2.2.10 Chemical storage tank transfer equipment
  - 2.2.11 Electronic equipment associated with chemical metering
  - 2.2.12 Chemical metering equipment
- 2.3 The following is a list of services the contractor is expected to provide as part of the annual award, including but not limited to:
- 2.3.1 Inspection services
  - 2.3.2 PMI scheduling
  - 2.3.3 Testing of chemical systems
  - 2.3.4 Installation of chemical systems and any associated equipment and materials required for the installation
  - 2.3.5 Emergency spill and repair response
  - 2.3.6 Documentation of all work; engineering specification, O&M manuals, record drawings, warranty information, and permits.
  - 2.3.7 Start-up services
  - 2.3.8 Providing all equipment essential to the repair and or replacement of the chemical systems
  - 2.3.9 Set up and dismantle of all temporary equipment
  - 2.3.10 Removal and disposal of all materials
  - 2.3.11 Other services that may be required to ensure the operation and maintenance of the chemical feed systems.
- 2.4 Types of chemicals used in dosing and metering equipment:
- 2.4.1 Sodium Hypochlorite
  - 2.4.2 Sodium Hydroxide fifty percent (50%)
  - 2.4.3 Ferric Sulfate
  - 2.4.4 Polymer
  - 2.4.5 Ammonium Sulfate
  - 2.4.6 Fluoride
  - 2.4.7 Orthophosphates
- 2.5 Chemical dosing and metering equipment may be picked up or repaired at the various water, wastewater and reclaimed water facilities. A spare or loaner equipment may be required to keep facilities operating and in compliance while primary equipment is repaired or replaced.
- 2.6 All repaired equipment must be returned to the same site with-in fifteen (15) calendar days from the date of pickup; unless otherwise, approved by the County.
- 2.7 The work must include as-needed repairs, replacement, and emergency services. The



contractor shall respond to Emergency on-site work with-in (2) hours of notification and begin work on-site within (4) hours of initial notification. See further explanation in Section 3.

- 2.8 All repairs, replacements testing, and calibrations of equipment must be done to industry standards and manufacturer suggested specifications.
- 2.9 Hourly rates must include all costs, such as labor, travel, mileage, pickup, and delivery charges to locations for all work orders spanning both the East and West sides of the County.

### **3.0 ADDITIONAL WORK ORDER PROCEDURES**

- 3.1 For non-emergency as-needed repair services the contractor shall respond within ten (10) business days with a not-to-exceed quote, including time to complete the work, and cost of materials, based on the Bid Items, and total. If the vendor does not comply and provide a quote within the ten (10) business day window, the County may obtain quotes from the next highest bidder. The owner's representative will review the quote and will approve or reject the proposal. Upon approval, the owner's representative will then provide a Notice to Proceed in writing via email to the contractor stating the time to start and complete the work. The contractor will not receive additional compensation for the proposal process. The contractor will have no claim for compensation greater than the maximum listed on the quote unless approved in writing by the owner's representative in advance. The contractor shall submit a written proposal for any additional work, in the contractor's opinion, that is not listed in the quote. The additional proposal must list all recommended work, describing each item of work in sufficient detail. The County reserves the right to reject the additional work at its sole discretion.
- 3.2 For emergency repair services the County will contact the contractor with a Not to Exceed amount. The contractor shall respond within two (2) hours and be on- site within four (4) hours of initial notification to perform the scope of work requested. The contractor shall provide a quote for the emergency services performed the next business day via email.

### **4.0 NOTES**

- 4.1 Upon request, all replaced parts are to be returned to Pasco County Utilities (PCU) for proper disposal.
- 4.2 Materials and parts incorporated into the work not included in any other Bid item must be listed separately on the approved work order proposals and reimbursed in accordance with the aforementioned Cost Reimbursement clause.

- 4.3 All bidders must provide all applicable licensing, certifications and mechanical credentials to be considered for this award.
- 4.4 All bidders must complete the bid form in whole or in part to the limits of their services.
- 4.5 **ALLOWANCE:**  
An allowance is provided in this contract for Equipment replacement and Non-consumable Materials, Parts and emergency work in the amount not to exceed \$100,000 per year. Actual amounts will be established according to the needs of PCU and must be authorized in writing from the Assistant County Administrator or designee beforehand. Invoices submitted for payment which include the purchase of parts must show the list price, consistent with the most recent published manufacturer's price. The contractor will be compensated for materials actually incorporated into the work plus a ten (10%) markup. No mark-up will be allowed on freight, taxes, delivery fees, shipping, or programming. In addition, the PCU Director of Operations and Maintenance is authorized to issue emergency work orders not to exceed \$500 per event to maintain and repair the chemical feed system.
- 4.6 Subcontractor work: Subcontractor work including but not limited to engineering, concrete work, electrical, etc., not covered by the approved line items, must be performed, as approved, in applicable work orders.

**END OF SPECIFICATIONS**

## AGREEMENT

THIS AGREEMENT is entered by and between **PASCO COUNTY, FLORIDA**, by and through its Board of County Commissioners (hereinafter called "Owner") and \_\_\_\_\_ (hereinafter called "Contractor").

### WITNESSETH:

**WHEREAS**, Owner desires to retain Contractor to provide **As Needed On-Going Chemical Feed System Maintenance, Repairs & Replacements Services**; and

**WHEREAS**, Owner has selected Contractor in accordance with competitive bidding procedures; and

**WHEREAS**, Contractor agrees to serve as Owner's Contractor for **As Needed On-Going Chemical Feed System Maintenance, Repairs & Replacements Services** based upon the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the premises set forth hereinabove, and of the mutual promises hereinafter set forth, the sufficiency and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

### ARTICLE 1 - WORK

Work includes the furnishing of all labor, materials, appurtenances, equipment, temporary loaner equipment if needed, start-up services, disposal of tanks and consumed materials, all reports, preventative maintenance logs, repair and replacement documentation, permitting, training, engineering, and operations and maintenance support of the chemical dosing and metering systems.

### ARTICLE 2 – OWNER'S REPRESENTATIVE

The Project is administered by:

Public Infrastructure  
Pasco County Utilities Department

Who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Owner's representative in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

### ARTICLE 3 - CONTRACT TIME

- 3.1 Except as otherwise specified herein, the Agreement shall remain in full force and effect from the effective date of this Agreement for a three (3) year term unless otherwise terminated or extended as provided in this Agreement, unless cancelled in writing by Pasco County and if funds

are available. The effective date for this Agreement is the date this Agreement is executed by the Owner.

- 3.2 In the event that a properly executed Work Order initiated within the initial term of the Agreement, or Addendum to such Work Order requires or expressly permits work to be performed by the Contractor after termination of this Agreement, such WORK ORDER or Addendum to such Work Order shall automatically extend the effective period of the Agreement to coincide with the completion date delineated in the Work Order or Addendum to such Work Order.
- 3.3 Each Work Order will be completed within the time stipulated in the Work Order Form.
- 3.4 Liquidated Damages. The Contractor agrees that should the Contractor fail to complete the work as specified in any work as directed in the Work Order(s), the Contractor shall pay the Owner for delay and loss of use, and not as a penalty but as liquidated damages, the sum of One Hundred Dollars and 00/100 (\$100.00) for each calendar day after the date of completion listed in the Work Order. Default days will be counted in calendar days, excluding Sundays and legal holidays.

#### **ARTICLE 4 - CONTRACT PRICE**

- 4.1 The Owner shall pay the Contractor for completion of the Work in current funds and in accordance with the Contract Documents subject to the Not-to-Exceed annual amount of \$ \_\_\_\_\_, provided however, the Owner may increase this amount via unilateral Change Order.
- 4.2 All incidental costs, including allowances for profit and tools of the trade, must be included in the Contract bid prices.

#### **ARTICLE 5 - CONFLICTS**

- 5.1 To the extent there is a conflict regarding indemnification and contract term between the Instructions to bidders and this Agreement, the provisions of this Agreement will control.

#### **ARTICLE 6 - TERMINATION OF AGREEMENT**

- 6.1 In return for good and valuable consideration in the amount of \$100.00, the receipt of which is acknowledged by the Contractor, Owner may terminate or cancel this Agreement at its discretion and termination will be effective, with cause immediately or without cause after 30 days, after written notice has been provided to the Contractor.
- 6.2 Following termination, Owner shall make a settlement with the Contractor upon a pro rata basis as determined by Owner, which will fix the value of the Services performed by the Contractor prior to the termination or cancellation of this Agreement.

## ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- 7.1 Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
- 7.2 Contractor understands the estimate of quantities of the various items of work and materials, if set forth in the Proposal Form, is approximate only and is given solely to be used as a uniform basis for the comparison of Proposals. The quantities actually required to complete the work may be less or more than so estimated, and, if awarded a contract for the work specified, the Contractor agrees that he will not make any claim for damages or for loss of profits or for an extension of time because of a difference between the quantities of the various classes of work assumed for comparison of Proposals and quantities of work actually performed. The Owner further reserves the right to vary the quantities in any amount.

## ARTICLE 8 - CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire Agreement between Owner and Contractor concerning the Work, consist of the following:

- 8.1 This Agreement.
- 8.2 Invitation to Bid.
- 8.3 Instructions to Bidders.
- 8.4 Conditions of Contract.
- 8.5 Proposal and Bid Forms.
- 8.6 Insurance Certificates.
- 8.7 Contract Forms
- 8.8 Specifications.
- 8.9 Exhibits.
- 8.10 Addenda numbers \_\_ to, \_\_ inclusive.
- 8.11 Documents submitted by Contractor prior to Notice of Award (Pages \_ to, \_\_\_ inclusive).

- 8.12 The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All written WORK ORDERS or authorizations; all written amendments; and all other documents amending, modifying, or supplementing the Contract Documents.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified, or supplemented as provided in the Conditions of Contract section of the Contract Documents.

#### **ARTICLE 9 - SUBCONTRACTORS**

The Contractor shall not sublet, assign, or transfer any Goods and/or Services specifically set forth under this Agreement without the prior written consent of Owner. All persons used by the Contractor for fulfilling the requirements of this Agreement must be employees of the Contractor.

#### **ARTICLE 10 – INDEMNIFICATION**

- 10.1 The CONTRACTOR shall indemnify and hold harmless the COUNTY and the employees and agents of the COUNTY from, and against, all liabilities, claims, suits, demands, damages, losses, and expenses, including, but not limited to, attorneys' fees, arising out of, or resulting from, the performance of the Work, provided that any such liability, claim, suit, demand, damage, loss, or expense: (a) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and (b) is caused in whole or part by an act or omission of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.
- 10.2 In any and all claims against the COUNTY, or against any of the agents or employees of the COUNTY, by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph will not be limited in any way as to the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under workmen's compensation acts, disability benefit acts, or other employee benefit acts.
- 10.3 The CONTRACTOR shall indemnify and hold harmless the COUNTY and anyone directly or indirectly employed by the COUNTY from and against all claims, suits, demands, damages, losses, and expenses including, but not limited to, attorneys' fees, arising out of any infringement of patent rights, copyrights, trademarks, trade dress, or other intellectual property rights held by others, and shall defend all such claims in connection with any alleged infringement of such rights.
- 10.4 The CONTRACTOR shall, at the option of the COUNTY, underwrite on an interim basis all expenses associated with the legal defense of the COUNTY, pending the outcome of any litigation through appeal, with respect to any liabilities, claims, suits, demands, damages,

losses, and expenses, including, but not limited to, attorneys' fees, for which the CONTRACTOR may be liable to the COUNTY, in whole or in part, pursuant to 10.1 – 10.3 above, irrespective of whether said liabilities, claims, suits, demands, damages, losses, and expenses, including, but not limited to, attorneys' fees, may ultimately be found by a court of law to have been caused, in whole or in part, by the negligence or other fault of the COUNTY. In discharging this duty to the COUNTY, the CONTRACTOR shall strictly account to the COUNTY on a monthly basis for all expenditures so incurred. Upon the conclusion of any litigation through appeal, to the extent that the CONTRACTOR has been found less than fully liable for any liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, the COUNTY shall reimburse the CONTRACTOR for that portion of the reasonable costs of underwriting the legal defense of the COUNTY.

- 10.5 With respect to, and in consideration for, the indemnification provided herein by the CONTRACTOR, as well as the duty of the CONTRACTOR, at the option of the COUNTY, to underwrite the legal defense of the COUNTY pending the outcome of any litigation through appeal, the COUNTY agrees to pay to the CONTRACTOR, as separate consideration, the sum of \$100.00, the sufficiency and receipt of which is hereby acknowledged.
- 10.6 Notwithstanding any language to the contrary which may be contained herein, the ultimate duty of the CONTRACTOR to indemnify and hold the COUNTY harmless under this Article will be limited to the extent that any liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, are caused by the negligence, recklessness, or intentional wrongful misconduct of the indemnifying party and persons employed or utilized by the indemnifying party in the performance of the construction contract.

#### **ARTICLE 11 - MISCELLANEOUS**

- 11.1 Contractor shall provide Goods and/or perform all Services under this Agreement as an independent contractor. Contractor will not be considered an agent of Owner nor will Contractor's subcontractors, suppliers, experts, or other persons, or organizations retained or utilized by the Contractor be considered agents of Owner.
- 11.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 11.3 Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.

- 11.4 The Contractor hereby guarantees all work performed in accordance with the terms of the Contract with Owner against defects due to faulty workmanship or materials for a period of 365 days from the date of service. During the period of the guarantee, the Contractor agrees to make all repairs necessitated by reason of faulty workmanship or materials at no cost to the owner, subject to the following additional conditions.
- 11.4.1 This guarantee is in addition to factory warranties covering certain equipment where applicable under contract.
- 11.4.2 Nothing herein contained will serve to modify or limit the obligations of the Contractor to faithfully fulfill and complete its obligations under the Contract.
- 11.4.3 Specifically excluded from this guarantee is maintenance of equipment or repair of any damage caused by normal wear and tear, fire, windstorm, or other casualties.
- 11.5 The Agreement will be governed by and construed under the laws of the State of Florida.
- 11.6 Venue for any action arising under this Agreement will lie in Pasco County, Florida at the West Pasco Judicial Center.
- 11.7 During the performance of this Agreement, the CONTRACTOR herein assures the COUNTY that said CONTRACTOR is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and The Florida Civil Rights Act of 1992 in that the CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against the employees of the CONTRACTOR or its applicants for employment. The CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this Statement of Assurance. Furthermore, the CONTRACTOR herein assures the COUNTY that said CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964 when any Federal grant is involved. Other applicable Federal and State laws, executive orders and regulations prohibiting the type of discrimination as hereinabove delineated are included by this reference thereto. This Statement of Assurance shall be interpreted to include Vietnam Era Veterans and Disabled Veterans within its protective range of applicability.
- 11.8 Any notices or other writings permitted or required to be delivered as described and required under the provisions of this Agreement must be delivered by sending the notice by Certified Mail, Return Receipt Requested, and addressed as follows:



**If to Owner:**

Pasco County Utilities  
19420 Central Boulevard  
Land O' Lakes, FL 34637

Attention: Michael J. Carballa, P.E. B.C.E.E.  
Assistant County Administrator, Public Infrastructure

**If to the Contractor:**

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

Attention: \_\_\_\_\_

**ARTICLE 12 – LAW COMPLIANCE**

Each party will comply will all applicable Federal, State and Local laws, rules, regulations and guidelines, related to performance under this Agreement. In particular, the Contractor verifies and affirms that it is in compliance with 8 USC Sec. 1324 prohibiting the employment either directly or by contract, subcontract or exchange of unauthorized aliens in the United States. The County will consider the employment of unauthorized aliens by any Contractor during the term of the Agreement a violation of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of this Agreement by the County.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly qualified representatives on the date noted below.

CONTRACTOR,

WITNESS:

(Firm Name)

\_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Name

(SEAL)

ATTEST:

OWNER,  
PASCO COUNTY, FLORIDA

\_\_\_\_\_  
Nikki Alvarez-Sowles, Esq.  
Pasco County Clerk & Comptroller

By: \_\_\_\_\_  
KATHRYN STARKEY, CHAIRMAN

Date: \_\_\_\_\_



**FLORIDA PERFORMANCE BOND**

PROJECT: ON GOING CHEMICAL FEED SYSTEM MAINTENANCE REPAIRS & REPLACEMENT

BID NO. \_\_\_\_\_

PROJECT NO. : N/A

PROJECT LOCATION: Pasco County, FL

BOND NO. \_\_\_\_\_

AMOUNT: \$50,000.00

KNOW ALL MEN BY THESE PRESENT, that we, \_\_\_\_\_  
(Name of Contractor)

located at \_\_\_\_\_  
(Address and Telephone Number of Contractor)

hereinafter called the Principal, and \_\_\_\_\_  
(Name of Surety)

located at \_\_\_\_\_  
(Address and Telephone Number of Surety)

hereinafter called the SURETY, are held and firmly bound unto THE BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, 8919 Government Drive, New Port Richey, Florida 34654, (727) 847-2411, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, hereinafter called the COUNTY, in the penal sum of fifty thousand and 00 Dollars ( \$50,000.00) for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written CONTRACT, entered into between the Principal and the COUNTY, for the WORK described, a copy of which said CONTRACT dated: the      day of     , 20   is made a part hereof as if fully copied herein.

Now, therefore, the conditions of this obligation are such, that if the Principal shall In all respects comply with the terms and conditions of said CONTRACT, and his obligation thereunder, including the CONTRACT Documents which include the Notice to BIDDERS, Instructions to BIDDERS, CONTRACT CONDITIONS, PROPOSAL AND BID FORMS, Contract Forms, Notice of Award, Exhibits and Technical SPECIFICATIONS therein referred to and made a part thereof, and such alterations as may be made in said SPECIFICATIONS as therein provided for, NOTICE TO PROCEED, CONTRACT BOND, and any CHANGE ORDER, Purchase Order, or SUPPLEMENTAL AGREEMENT, and shall indemnify, defend, and save harmless the said COUNTY against and from all costs, expenses, damages, injury, or conduct, want of care or skill, negligence or default, including patent infringements on the part of the said Principals, agents, or employees, in the execution of performance of said CONTRACT, including errors in the plans furnished by the Principal, and further, if such CONTRACTOR or CONTRACTORS shall promptly make payments to all persons supplying him, them, or it, labor, MATERIAL, and supplies, used directly or indirectly by said CONTRACTOR, CONTRACTORS, SUBCONTRACTOR, or SUBCONTRACTORS in the prosecution of the WORK

provided for in said CONTRACT, this obligation shall be void; otherwise, the Principal and SURETY jointly and severally agree to pay to the COUNTY any difference between the sum to which the said Principal would be entitled on the completion of the CONTRACT, and that which the COUNTY may be obliged to pay for the completing of said WORK BY CONTRACT or otherwise, and any damages, direct or indirect, or consequential, which the said COUNTY may sustain on account of such WORK, or on account of the failure of the said CONTRACTOR to properly and in all things keep and execute all provisions of said CONTRACT.

And the said Principal and SURETY hereby further bind themselves, their successors, and executors, administrators, and assigns jointly and severally, that they will amply and fully protect the said COUNTY against, and will pay any and all amounts, damage costs, and judgements which may be recovered against or which the COUNTY may be called upon to pay to any person or corporation by reason of any damages arising from the performance of said WORK, or of the repair or maintenance thereof, or the manner of doing the same or the neglect of the said Principal, or his agents or servants, or the improper performance of the said WORK by the Principal, or his agents or servants, or the failure to keep and execute all provisions of said CONTRACT or the infringements of any patent rights by reason of the use of any MATERIAL furnished, or WORK done; as aforesaid, or otherwise.

And the said Principal and SURETY hereby further bind themselves, their successors, heirs, executors, administrators, and assigns, jointly and severally, to repay the COUNTY any sum which the COUNTY may be compelled to pay because of any lien for labor or MATERIAL furnished for the WORK embraced by said CONTRACT, and the said SURETY, for value received, hereby stipulates and agrees that no change, purchase order, task order, extension of time, alterations, or additions to the terms of the CONTRACT or to the WORK to be performed thereunder, or the SPECIFICATIONS accompanying the same shall in any way affect its obligations on this BOND, and it does hereby waive notice of any such change, extensions of time, alterations, or additions to the WORK or to the SPECIFICATIONS.

In testimony whereof, witness the hands and seals of the parties hereto this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, A.D.

(Contractor)

\_\_\_\_\_  
PRINCIPAL

BY: \_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_  
SURETY

\_\_\_\_\_

WITNESS:

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_

STATE \_\_\_\_\_ ZIP \_\_\_\_\_

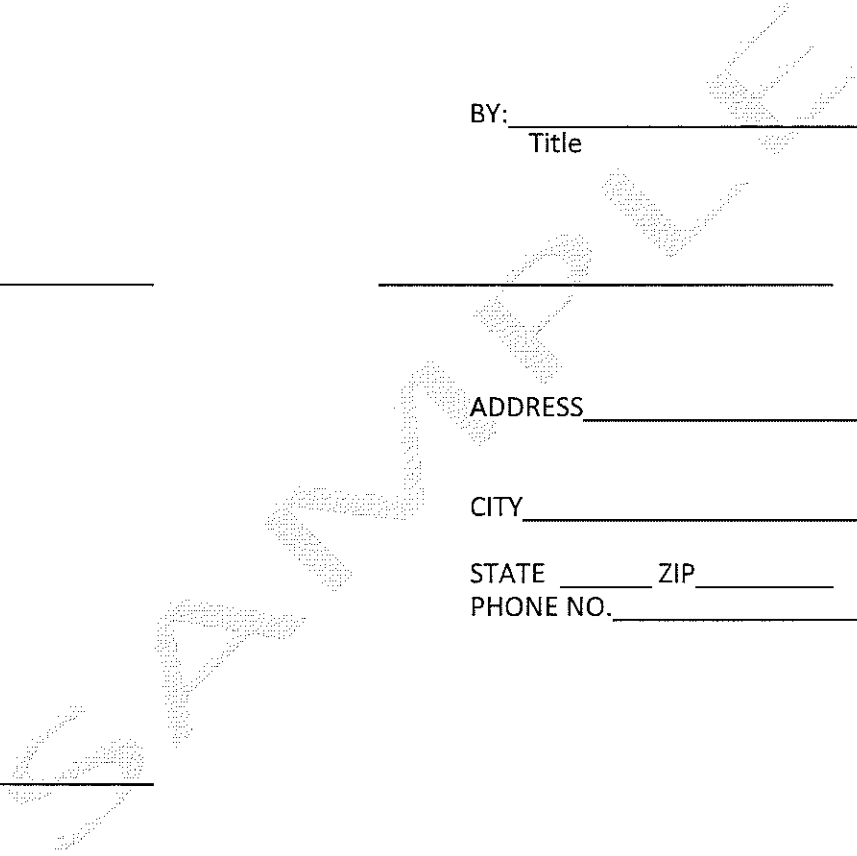
PHONE NO. \_\_\_\_\_

COUNTERSIGNERS:

\_\_\_\_\_

\_\_\_\_\_

BY: \_\_\_\_\_  
Title





**EXHIBITS**



SERVICE TYPE	COMPLIANCE SYSTEM				HALO SYSTEM			
	N/A	GOOD	NEED REPAIR	FS	N/A	GOOD	NEED REPAIR	FS
<b>OPERATIONAL EVALUATIONS:</b>								
VENTING								
TRANSFER PUMP								
TEST ON DOUBLE WALL PIPING FOR LEAKAGE								
PRESSURE TESTING EXISTING PIPE FOR LEAKS								
CALIBRATION TUBE CHECK OF EACH PUMP								
PROGRAMING & INSTRUMENTATION								

SERVICE TYPE	COMPLIANCE SYSTEM		HALO SYSTEM	
	COMPLETED		COMPLETED	
<b>ACTION:</b>				
CLEAN CALIBRATION TUBE	YES	NO	YES	NO
Y-STRAINERS	YES	NO	YES	NO
CONTAINMENT AREA ALARMS	YES	NO	YES	NO
PRESSURE RELIEF VALVES	YES	NO	YES	NO
CLEAN OIL SIGHT GLASS OF EACH PUMP	YES	NO	YES	NO
CHECK VALVES	YES	NO	YES	NO
CALIBRATION TUBES	YES	NO	YES	NO

<b>Comments:</b>	<b>Recommendations:</b>

Inspected By:			
Printed Name of Contractor Employee	Signature of Contractor Employee	Time of Departure	
Printed Name of County Representative	Signature of County Representative		

INTERNAL USE ONLY

OPS BUDGET

CIP BUDGET

PASCO COUNTY WORK ORDER FORM

*(Owner reserves the right to modify or make changes to this form).  
Contractor shall use latest revision of this form as supplied by the Owner*

PROJECT #

Contractor Name:

PO #/Contract #:

Work Order Number:

Date Work to be completed:

Location of Work:

Quote/Not To Exceed Amount:

PI Agent Requesting Work:

- As-Needed Repair   
  Emergency Repair   
  Semi-Annual (PM)   
  Initial Evaluation

Description of Work According to the Bid:

If Applicable:

Pump Station #    
  Equipment: Make    
 Model #

Authorized Signature:

\_\_\_\_\_  
 Assistant County Administrator  
 Public Infrastructure or Approved Designee

NTP DATE

Work Completed and Accepted:

*Contractor Shall sign, date and return copy of this Work Order Form with Invoice*

COMPLETION DATE

INVOICE TOTAL

Contractor Representative (Signed)

(Printed)

Date