



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

February 10, 2023

William Castle
National Metering Services, Inc.
163 Schuyler Avenue, Box 491
Kearny, NJ 37032

RE: Dual Check Valve Change Out Program Services
C36 UTOM23-0144

Dear Sir/Madam:

At the Pasco County Board of County Commissioners meeting of February 7, 2023, the above mentioned agenda item was approved. Attached is a copy of the document for your files.

Any exhibits related to this document can be viewed by visiting the Pasco County Website as follows: go to www.pascocountyfl.net, scroll down and click on "Transparency", click on "Agendas & Minutes", select the meeting date from the list, click on "Agenda", click on the agenda item number indicated above, and click on the attachment you wish to view.

If you have any questions, please contact the appropriate department or call (352) 521-4274 or (727) 847-2411.

Sincerely,

Meaghan Legnini
Records Clerk I, Board Records Division
Deputy Clerk
Office of Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

Enclosure

AGREEMENT

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

WITNESSETH:

WHEREAS, Owner desires to retain Contractor to provide **As Needed Dual Check Valve Change Out Program 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 Dual Check Valve Change Out Program 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 be responsible to replace dual check valves, AMR/AMI Meters, Meter Boxes, Meter Lids and Endpoints, as per County's Standards.

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 upon Board of County Commissioners approval and continue through for **three years**, unless otherwise terminated or extended as provided in this

Agreement, subject to the Price Escalation terms described elsewhere herein, 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 **\$9,224,359.00**, provided the County will also be using this funding allocation to pay another contractor who will be providing similar services under a separate contract.
- 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 1 to 2 inclusive.

- 8.11 Documents submitted by Contractor prior to Notice of Award (Pages 34 to 45, **List of Technicians, Bidders Major Equipment List, Bidder Questionnaire, License and Certification** 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) to the extent caused 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:

National Metering Services, Inc.
116 Center Street
Daytona, FL 32117

Attention: William Castle, President

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.

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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:



Richard Verdiramo, Vice President

Date: January 5, 2023

National Metering Services, Inc.



By:

William Castle, President

Name

(SEAL)

ATTEST:




Nikki Alvarez, Esq.
Pasco County Clerk & Comptroller

PASCO COUNTY, FLORIDA

By: 
Jack Mariano, Chairman

APPROVED
IN SESSION

FEB 07 2023

PASCO COUNTY
BCC

Date: _____

NOTARY ACKNOWLEDGMENT

STATE OF New Jersey }
 } ss
COUNTY OF Hudson }

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization on this 5th day of January, 2023, by [as applicable, complete one of the choices below]:

FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name] William Castle, who executed the foregoing instrument as [Title] President of [Corporation or Company Name] National Metering Services, Inc., a [check one] [] corporation [] limited liability company, organized under the laws of [State] New Jersey, 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 Driver License as identification on behalf of [Name, or Name of Corporation, Company, Partnership as applicable]:

Signature of person taking acknowledgment

Maribel Muniz

Name typed, printed or stamped

Title or rank

Serial number (if any)



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

**INVITATION FOR BID
BID NO. IFB-SN-23-007
DUAL CHECK VALVE CHANGE OUT PROGRAM SERVICES**

SUMMARY OF WORK

It is the intent of this solicitation to contract with multiple contractor(s) to provide all labor, equipment and incidentals required to perform as needed dual check valve change out program services, as per specifications.

The Pasco County Purchasing Department will receive sealed bids until **1:15 p.m.** local time (our clock), on **November 15, 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. 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). 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 AT NO COST.**

Stephanie Nunn, Purchasing Agent
snunn@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, FL 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). 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 WWW.BIDNETDIRECT.COM/FLORIDA/PASCO-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 DEPARTMENT, MARY SUE BEAN-FICK, AT 813-235-6189, EXT. 6907, 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 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 date of Pasco County Board of County Commission approval and continue for **three (3) years**, 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 nonresponsive. 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.

PRICE ADJUSTMENTS BASED ON THE CONSUMER PRICE INDEX (CPI)

Unit prices in contracts that are longer than twelve (12) months and include provisions for price adjustments based on movement in the Consumer Price Index (CPI) may be adjusted bi-annually. The unit prices may be adjusted based on the movement of the of the U.S. Department of Labor's Consumer Price Index for All Urban Consumers (CPI-U) (1982-84=100), as posted at <http://www.bls.gov/cpi/>. The baseline index will be the month and year in which the contract began. The adjustments will not be cumulative and will be computed using the original contract unit prices. Adjustments may be requested no earlier than 180 days after the contract start date. Adjustments shall be computed using the latest CPI-U that is published and available on the date the County receives the adjustment request in writing. The unit price(s) changed as a result of these adjustments shall become effective on the first (1st) day of the next month, provided the request is submitted at least fifteen (15) days prior. If later than fifteen (15) days prior, the adjustment will become effective on the first (1st) day of the following month. Adjustments may be requested every 180 days thereafter for the term of the contract. Adjustments will not be retroactive or prorated. The County reserves the right to also request adjustments, following the first adjustment and at the same interval, especially if the CPI decreases and it is deemed to be in the County's best interest.

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.

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.

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.

MULTIPLE AWARD

The County reserves the right to award non-exclusive contracts to multiple contractors for the specified services based on total bid as provided for in the bid, to the lowest responsive, responsible Bidders who, in the sole and absolute judgment of the County, can provide the goods and/or services required. Complete and accurate responses to all line items within the bid form are necessary for the complete and fair evaluation of bids.

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

DUAL CHECK VALVE CHANGE OUT PROGRAM SERVICES

1.0 BACKGROUND

Contractor(s) shall furnish all labor, equipment and incidentals required to perform as needed dual check valve change out program services as specified herein. It is the intent of Pasco County to award this solicitation to multiple contractor(s), as per specifications.

2.0 PROJECT REQUIREMENTS/SCOPE OF WORK

- 2.1. Contractor must have adequate facilities, tools, and equipment to provide the services both properly and expeditiously.
- 2.2. Work will be performed per Pasco County (County) Standards and these Specifications. See Exhibit B.
- 2.3. Contractor will be responsible for the complete change out of the following:
 - 2.3.1. Three quarter inch (3/4") to one inch (1.0") Automated Meter Reading (AMR) / Advanced Metering Infrastructure (AMI) Meter w/Endpoint and installation of new dual check ranging from three quarter inch (3/4") to one inch (1.0").
 - 2.3.2. Three quarter inch (3/4") to one inch (1.0") AMR/AMI Meter w/Endpoint and replacement of existing dual check ranging from three quarter inch (3/4") to one inch (1.0").
 - 2.3.3. Potable AMR/AMI Meter with Endpoint ranging from three quarter inch (3/4") to two inches (2.0").
 - 2.3.4. Reclaim AMR/AMI Meter with Endpoint ranging from three quarter inch (3/4") to two inches (2.0").
- 2.4. Contractor will be responsible to change out the following:
 - 2.4.1. Change out of existing dual check Backflow Preventer.
 - 2.4.2. Remove and replacement of Endpoint only and installation of new three-quarter inch (3/4") to one inch (1.0") dual check.
 - 2.4.3. Remove and replacement of Endpoint only and change out of existing three-quarter inch (3/4") to one inch (1.0") dual check.
 - 2.4.4. Remove and replacement of Endpoint only - Potable
 - 2.4.5. Remove and replacement of Endpoint only – Reclaim
 - 2.4.6. Replace potable and/or reclaim meter box.
- 2.5. Contractor will provide labor only for the following:

- 2.5.1. Manual Meter Reading.
- 2.5.2. Verification of Meter Serial Numbers and End Points.
- 2.6. Contractor will be responsible for the retrofit and installation of new dual check valve on existing meter.
- 2.7. Contractor will be required to replace and retro fit three-quarter inch (3/4") Dual Check valve(s) and/or AMR/AMI Meters / Endpoints ranging from three quarter inch (3/4") to two inches (2.0"). County will provide valves, meters, and endpoints.
- 2.8. Restoration of the work area around the meter box will be completed to the satisfaction of the County and cost for such restoration and repairs must be included in the Bid Price.

3.0 MATERIALS

- 3.1. The County will be responsible for supplying the Contractor with dual checks, AMR/AMI Meters, endpoints and related components concerning the change-out services.
- 3.2. The County reserves the right to procure services, or materials provided for under the contract from any Company, when circumstances necessitate the immediate purchase of such services or materials provided for under the contract, and when the Contractor that is awarded the contract cannot provide such services or materials.

4.0 WAREHOUSE/LOCATIONS

- 4.1. Contractor(s) will pick up all new dual checks; AMR/AMI Meters and/or Checkpoints at the following warehouse location:
 - Shady Hills Warehouse
 - 14228 Hays Rd.
 - Spring Hill, Florida 34610
- 4.2. The County reserves the right to add other warehouse locations within the County, as necessary.
- 4.3. Removed and un-used valves, meters, meter boxes, meter box lids and endpoints must be returned to the County warehouse at the end of each workday along with all Work Orders completed during that workday.

- 4.4. The Contractor(s) is responsible for returning the same number of removed valves, meters, boxes, lids and endpoints as the Contractor(s) receives from the County to complete the work.
- 4.5. Contractor(s) will be responsible to secure all new and removed valves, meters and endpoints once they are in his/her possession and will have to reimburse the County for any damaged, lost or stolen items.

5.0 SCHEDULING

- 5.1. The County will be responsible for supplying the Contractor with work zone details, any required data sheets or detailed work orders, dual checks, AMR/AMI Meters, endpoints and related components concerning the change-out services. Pasco County Utilities Department (PCUD) will be the primary contact with the customer regarding the program.
- 5.2. The County will identify specific work zones for the “Change-out/Retro Fit” within isolated demographic areas that afford the Contractor the ability to minimize travel time between installations. The County will schedule each “new” zone depending on the previous work zone being completed to minimize travel time.
- 5.3. Repair work must be performed Monday through Friday, during regularly scheduled County workdays. No work is to be scheduled on County Holidays.

6.0 CUSTOMER NOTIFICATIONS

- 6.1. When applicable, the Contractor will create and provide any Customer notification material/flyers concerning the program to Pasco County Utilities Department (PCUD) for review. Once approved by PCUD, the Contractor must distribute to affected customers no less than fourteen (14) days and no more than thirty (30) days in advance of work.

7.0 PERSONNEL

- 7.1. Contractor must have adequate staff and technical experience to provide the services both properly and expeditiously.
- 7.2. The Contractor(s) must use fully trained employees to complete the work under this Agreement.
- 7.3. Contractor staff must wear identifying, appropriate uniforms while completing work under this Agreement. Uniforms must be approved by PCUD.

- 7.4. Contractor(s)' vehicles must bear visible business identification.
- 7.5. The Contractor(s) must have at all times as their agent, a competent Superintendent capable of thoroughly interpreting the plans and specifications and thoroughly experienced in the type of Work being performed, who will receive the instructions from the County or its authorized representatives. This Superintendent will have full authority to execute the orders or directions of the County and to supply promptly any tools, equipment, labor and incidentals which may be required. The Superintendence is required regardless of the amount of work assigned.
- 7.6. The Contractor(s)'s Superintendent must speak and understand English, and there must be at least one responsible person who speaks and understands English on site for all County projects at all times.
- 7.7. The Contractor shall not sublet, subcontract, assign, or transfer any goods and/or services specifically set forth under this Agreement without the prior written consent of the County. All persons assigned by the Contractor to work under this Agreement must be permanent, full-time employees of the Contractor.
- 7.8. The Contractor's employees are expected to exhibit professional, courteous conduct and an appropriate appearance at all times. Any conduct or appearance deemed inappropriate by a County representative will be grounds for removal from the site.

8.0 CONTRACTOR RESPONSIBILITIES

- 8.1. All work conducted must be in accordance with all local, state and federal guidelines (to include but not limited to, building codes and construction codes).
- 8.2. All work must be performed for the protection of persons and property at all times. The safety provisions of applicable laws, building codes, and construction codes must be observed.
- 8.3. Machinery, equipment, and other hazards must be guarded in accordance with the safety provisions of the Occupational Safety and Health Administration and the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America.
- 8.4. Lost/Damaged property:
 - a. The Contractor shall be responsible for repairing or replacing, to the satisfaction of the County, any damage (on public or private property) caused by any willful or negligent act of its employees. The Contractor is also liable for any theft proven to

be either committed by its employees or made possible by willful or negligent action of its employees and the Contractor(s) will not be released from the responsibility until the work is completed and accepted and the warranty requirements fulfilled.

- b. If the County incurs any costs due to illegal or inappropriate conduct by the Contractor's employees, the vendor will reimburse the County for such costs such costs shall include, but are not limited to the following:
- c. Re-keying or restoring of locks; Service charges levied by security alarm Contractor, law enforcement agencies, or security companies in response to false alarms

8.5. Replacement costs of items missing or damaged, due to employee's conduct.

8.6. The County reserves the right (in its sole discretion) to remove Contractor from site based on the severity of the acts committed by the Contractor's staff.

8.7. The Contractor(s) will be responsible for all damage or injury to property of any character resulting from any act, omission, neglect, or misconduct in executing the work, from their non-execution of the work, or from defective work.

9.0 REPORTING

9.1. Contractor(s) is required to complete and submit to the County the "Backflow Prevention Device Test and Maintenance" form (Exhibit A) /AMR/AMI, Meter, Endpoint and Trimble upon completion of each installation detailing the information on the installed device. No testing is required.

10.0 WARRANTY

10.1. The Contractor(s) shall warrant all work to be free from workmanship defects for one (1) calendar year from the date the AMR/AMI Meter replacement, endpoint or dual check valve replacement is completed.

11.0 COMPENSATION

11.1. Labor rate will be "Net" (all inclusive) and include, but is not limited to, the following:

- a. Travel time necessary to complete work under this Contract
- b. Transportation to complete work under this Contract

11.2. Labor rate shall include all costs associated with the adjustment of the meter box to provide adequate access to the dual check valve after installation.

- 11.3. The Contractor(s) shall submit one (1) invoice, upon completion of each individual Work Order, to the County. The County will verify that the work was satisfactorily completed and pay the Contractor(s) for all services satisfactorily performed, in accordance with this Contract at the Bid Form pricing, following the County's receipt of a complete and accurate invoice.

12.0 ANNUAL CONTINGENCY ALLOWANCE

- 12.1. Annual Contingency is for additional work which is not included within these specifications. Any work performed under the contingency must be authorized in writing by the Assistant County Administrator of Public Infrastructure or his designee prior to the additional work being started. The current work order will be amended to include any contingency work.

13.0 QUALITY ASSURANCE

- 13.1. All Work must be done in accordance with the Contract Documents. The Contractor(s) will be fully responsible to the County for acts and omissions. Persons either directly or indirectly employed by the contractor(s) are acting on behalf of the Contractor(s), therefore, the Contractor(s) remains the responsible party for the acts and omissions of persons directly or indirectly employed by the Contractor(s).
- 13.2. It is agreed by the parties hereto that the County will decide all questions, difficulties and disputes, of whatever nature, which may arise relative to the interpretation of the Plans, construction, prosecution and fulfillment of the Agreement, and as to the character, quality, amount and value of any Work done, and materials furnished, under or by reason of the Agreement.
- 13.3. The County retains the right to inspect all Work to verify compliance with the contract documents. The County may appoint such designees and/or representatives as desired. They will be authorized to inspect all Work done and all materials furnished. This right of inspection in no way means or implies County control or other supervision over the Work done or the work site. This right is solely for the County's benefit and imposes no duties or responsibilities on the County and confers no rights on any other parties. Such inspection may extend to all or any part of the Work and to the manufacture, preparation or fabrication of the materials to be used. Such designees and/or representatives will not be authorized to revoke, alter or waive any requirement of the Contract Documents.
- 13.4. The designees and/or representatives will be authorized to call to the attention of the Contractor(s) any failure of the Work or materials to conform to the Contract

Documents, and will have the authority to reject materials or suspend the Work until any questions at issue can be referred to and decided by the County. The Contractor(s) will be immediately notified in writing of any such suspension of the Work and such notice will state in detail the reasons for the suspension. The presence of the inspector or other designee will in no way lessen the responsibility of the Contractor(s).

- 13.5. The Contractor(s) shall perform work as instructed to assure the scheduled progress and it shall cooperate fully with the County and with other Contractors at Work in the vicinity.

END OF SPECIFICATIONS

BID FORM

Business Name: _____

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

A. Item No.	B. Annual Estimated Quantity	C. Description	D. Unit	E. Labor Rate	E. Estimated Annual Price (B x E)
1.	1000	Dual Check Backflow Preventer / 1 Replacement – Labor Only (as per Specifications)	Each	\$ _____	\$ _____
2.	250	Complete change out ¾" AMR/AMI Meter w/ Endpoint and installation of new ¾"-1.0" Dual Check	Each	\$ _____	\$ _____
3.	250	Complete change out 1.0" AMR/AMI Meter w/ Endpoint and installation of new ¾"-1.0" Dual Check	Each	\$ _____	\$ _____
4.	3000	Complete change out ¾" AMR/AMI Meter w/ Endpoint and replacement of existing ¾"-1.0" Dual Check	Each	\$ _____	\$ _____
5.	500	Complete change out 1.0" AMR/AMI Meter w/ Endpoint and replacement of existing ¾"-1.0" Dual Check	Each	\$ _____	\$ _____
6.	500	Change out – Remove and replacement of Endpoint only and installation of new ¾"-1.0" Dual Check	Each	\$ _____	\$ _____
7.	500	Change out – Remove and replacement of Endpoint only and change out of existing ¾"-1.0" Dual Check	Each	\$ _____	\$ _____
8.	500	Change out – Remove and replacement of Potable Meter Endpoint only	Each	\$ _____	\$ _____

A. Item No.	B. Annual Estimated Quantity	C. Description	D. Unit	E. Labor Rate	E. Estimated Annual Price (B x E)
9.	500	Change out – Remove and replacement of Reclaim Meter Endpoint only	Each	\$ _____	\$ _____
10.	500	Retro fit – consist of installation of new ¾"-1.0" Dual Check Valve on existing meter	Each	\$ _____	\$ _____
11.	14000	Complete change out – Consist of ¾" Potable AMR/AMI Meter with Endpoint	Each	\$ _____	\$ _____
12.	3000	Complete change out – Consist of ¾" Reclaim AMR/AMI Meter with Endpoint	Each	\$ _____	\$ _____
13.	100	Complete change out – Consist of 1.0" Potable AMR/AMI Meter with Endpoint	Each	\$ _____	\$ _____
14.	100	Complete change out – Consist of 1.0" Reclaim AMR/AMI Meter with Endpoint	Each	\$ _____	\$ _____
15.	100	Complete change out – Consist of 1.5" Potable AMR/AMI Meter with Endpoint	Each	\$ _____	\$ _____
16.	100	Complete change out – Consist of 1.5" Reclaim AMR/AMI Meter with Endpoint	Each	\$ _____	\$ _____
17.	100	Complete change out – Consist of 2.0" Potable AMR/AMI Meter with Endpoint	Each	\$ _____	\$ _____
18.	100	Complete change out – Consist of 2.0" Reclaim AMR/AMI Meter with Endpoint	Each	\$ _____	\$ _____

A. Item No.	B. Annual Estimated Quantity	C. Description	D. Unit	E. Labor Rate	E. Estimated Annual Price (B x E)
19.	1500	Replace Meter Box	Each	\$_____	\$_____
20.	10000	Labor Only – Manual Meter Reading AMR/AMI	Each	\$_____	\$_____
21.	10000	Labor Only – Verification of Meter Serial Numbers and End Points AMR/AMI	Each	\$_____	\$_____
22.	1	Annual Contingency Allowance for Materials/Parts/3 rd Party Services not covered within these specifications. Authorization in writing, by the Pasco County Representative, is required, prior to start of the work.	Each	\$500,000.00	\$500,000.00
GRAND TOTAL					\$_____

Start Work ____ calendar days upon receipt of Notice to Proceed

For hard copies, it is not necessary to return every page of this document with the bid; return only the pages that require signatures or information as listed.

Pasco County reserves the right to award multiple and different bidders for each completed section with qualifications submitted with this bid form.

BIDDER QUESTIONNAIRE

Bidder's Name _____

Bidder's Address _____

Telephone No. _____ FAX No. _____

Number of years in this type of service? _____ Years

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

Number of employees "ON THE JOB" each day? _____

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

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

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

No _____

If so, what municipalities/counties?

Copies of all licenses and certifications held to meet State and Local requirements must be submitted with this bid. Type of License (s) /Certification (s):

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

1. Firm _____ Telephone No. _____
Contact _____

2. Firm _____ Telephone No. _____
Contact _____

3. Firm _____ Telephone No. _____
Contact _____

LIST OF TECHNICIANS

The following are technicians to be employed by the Bidder and the approximate percentage of the total work to be performed by each.

Name and Address	Description of Work	Years of Experience
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

LIST OF SUBCONTRACTORS

The following are subcontractors to be employed by the Bidder and the approximate percentage of the total work to be performed by each.

1. Name and Address: _____

Description of Work/ Approx % to be performed by this sub: _____

Years of Experience: _____

2. Name and Address: _____

Description of Work/ Approx % to be performed by this sub: _____

Years of Experience: _____

3. Name and Address: _____

Description of Work/ Approx % to be performed by this sub: _____

Years of Experience: _____

BIDDER'S MAJOR EQUIPMENT LIST

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.

Make, Model Year	Owned or Leased	Condition	Availability for this Project

(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)

(Printed Name and Title)

(Business Name)

Receipt of Addendum No. _____ through No. _____ is acknowledged.

Business Name: _____
(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 # _____

Local Vendor Preference (Business Tax Receipt Required with Submittal)

Telephone: _____ Facsimile: _____

Email Address: (Vendor Point of Contact): _____

Address: _____

_____ Date _____ 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.:

(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: _____

3. Business and mailing address: _____
(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: (____) _____ Fax: (____) _____

Email Address: _____

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):

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

ATTEST:

OFFEROR:

Witness No. 1 - Print Name

BY: _____
(Authorized Signature in Ink)

Witness No. 1 – (Signature in Ink)

(Printed name of Signatory)

Witness No. 2 – Print Name

(Printed Title of Signatory)

Witness No. 2 – (Signature in Ink)

(Signature Date)

CORPORATE SEAL
(where appropriate)

NOTARY ACKNOWLEDGMENT

STATE OF _____ }

} ss

COUNTY OF _____ }

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization on this ____ day of _____, 20____, by *[as applicable, complete one of the choices below]*:

FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name] _____, who executed the foregoing instrument as [Title] of [Corporation or Company Name] _____, a [check one] [] corporation [] limited liability company, organized under the laws of [State] _____, 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]:

Signature of person taking acknowledgment

Name typed, printed or stamped

Title or rank

Serial number (if any)

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 Dual Check Valve Change Out Program 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 Dual Check Valve Change Out Program 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 be responsible to replace dual check valves, AMR/AMI Meters, Meter Boxes, Meter Lids and Endpoints, as per County's Standards.

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 upon BCC Approval and continue through for three years, unless otherwise terminated or extended as provided in this Agreement, subject to the Price

Escalation terms described elsewhere herein, 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 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) to the extent caused 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:

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

SAMPLE

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: _____
CHAIRMAN

Date: _____

NOTARY ACKNOWLEDGMENT

STATE OF }
 } ss
COUNTY OF }

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization on this ____ day of _____, 20____, by *[as applicable, complete one of the choices below]*:

FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name] , who executed the foregoing instrument as [Title] of [Corporation or Company Name] , a [check one] [] corporation [] limited liability company, organized under the laws of [State] , 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 as applicable]:

Signature of person taking acknowledgment

Name typed, printed or stamped

Title or rank

Serial number (if any)

EXHIBITS

- A. Backflow Prevention Device Test and Maintenance Form
- B. PCU Specifications
- C. Work Order Form

County Use Only B.F.P. No.: Map No.:
--

**Pasco County Utilities Backflow
Prevention Device
Test & Maintenance Report**



New Test Date: _____

SECTION 1: GENERAL INFORMATION

Work Order No. _____

Name Of Premise _____

Street Address _____

Location of Device _____

Device Information Status _____ Type _____ Use _____ Size (in) _____

Manufacturer Model _____

Backflow Serial No. _____ Meter Serial No. _____

Line Pressure at time of Test _____ PSI

SECTION 2: RESULTS

	Check Valve #1	Check Valve#2	Differential Pressure Relief Valve	Action Taken (if failed):
RP/RPDA:	_____ PSI	_____ PSI	_____ PSI	_____
	PASS <input type="checkbox"/>	FAIL <input type="checkbox"/>	Buffer _____ PSI	*If replaced complete Section 3 below.

	Check Valve #1	Check Valve#2	Action Taken (if failed):
DC/DCDA:	_____ PSI	_____ PSI	_____
	PASS <input type="checkbox"/>	FAIL <input type="checkbox"/>	*If replaced complete Section 3 below.

	Air Inlet Opened At:	Check Valve Held At:	Action Taken (if failed):
PVB/SVB/AVB:	_____ PSI	_____ PSI	_____
	PASS <input type="checkbox"/>	FAIL <input type="checkbox"/>	*If replaced complete Section 3 below.

SECTION 3: REPLACEMENT INFORMATION

Manufacturer Model _____

Backflow Serial No. _____ Size (in) _____

Meter Serial No. _____

SECTION 4: AFFIRMATION

NOTE: All repairs / replacements shall be completed within ten (10) Days.

REMARKS: _____

I HEREBY CERTIFY THAT THIS DATA IS ACCURATE AND REFLECTS THE PROPER OPERATION AND MAINTENANCE OF THE UNIT.

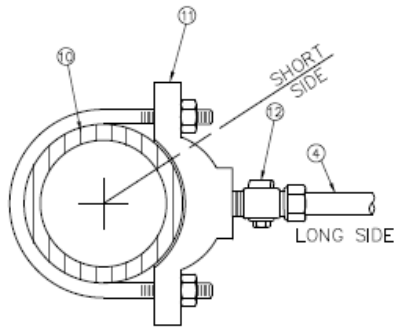
CERTIFIED TESTING COMPANY _____

INITIAL TEST BY _____ CERTIFIED TESTER NO. _____ DATE _____

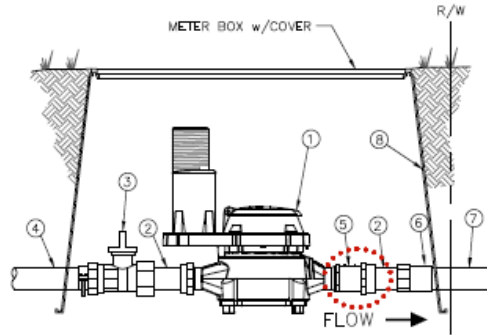
REPAIRED BY _____ CERTIFIED REPAIR NO. _____ DATE _____

FINAL TEST BY _____ CERTIFIED TESTER NO. _____ DATE _____

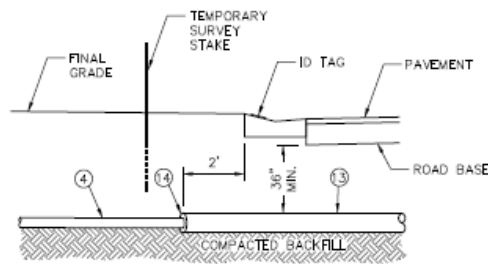
Please send all test report forms to: backflowprogram@pscocoountyfl.net
 OR Attn: Backflow Program, 19420 Central Blvd, Land O Lakes, FL 34637
 OR Fax (813) 345-3092



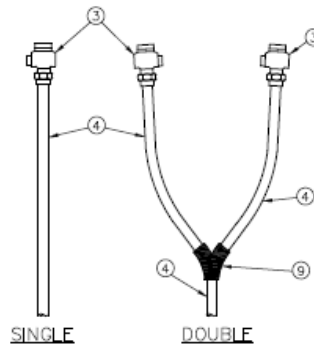
TAP DETAIL



METER BOX - SECTION



ROAD CROSSING - PROFILE



SINGLE DOUBLE

NOTES:
WHEN POSSIBLE SERVICE LINE TO BE LOCATED ON PROPERTY LINES.
SERVICE LINES TO BE STAKED 3'-0" FROM WYE BEND

SERVICE LINES - PLAN

MATERIALS		
ITEM	QUANT.	DESCRIPTION
1	1	RECORDALL WATER METER w/ADE & ORION INTEGRAL PIT TRANSMITTER (5/8" x 3/4" RCDL C25 OR 1" RCDL M55)
2	2	METER TAIL, 3/4" OR 1" LONG, BRONZE MULTISIDED, w/RUBBER WASHER
3	1	CURB STOP BALL VALVE w/LOCK WING (RP X COMP)
4	*	WATER TUBING, POLYETHYLENE BLUE
5	1	DUAL CHECK VALVE (FMTR X MMTR)
6	1	COUPLING, PVC (TYP)
7	+	PIPE, PVC (TYP.)
8	1	METER BOX w/READER COVER, NDS D1200 OR EQUAL
9	1	1" x 3/4" WYE BRANCH (COMP. x COMP.)
10	+	PIPE, PVC (DR-18) OR D.I.P.
11	1	1" TAPPING SADDLE, DOUBLE STRAP, F.I.P., S.S.
12	1	1" CORPORATION (M.I.P. x COMP.)
13	+	2" CASING, PVC OR HOPE
14	+	SEALER, RAM-NEK

NOTES:
- A DUAL CHECK VALVE IS REQUIRED ON THE POTABLE SERVICE LINE WHEN THE CUSTOMER HAS REUSE AVAILABLE
- METER BOX TO BE LOCATED INSIDE R.O.W. @ PROPERTY LINE
- TOP OF BOX TO BE AT FINISHED GRADE
- ALL FITTINGS FOR POLYETHYLENE TUBING ARE BRASS COMPRESSION TYPE
- POTABLE WATER METERS INCLUDE A GREY REGISTER UD & SHROUD, SUPPLIED BY PCU
- METER BOX & COVER ARE 'BLACK' FOR POTABLE APPLICATION, SUPPLIED BY PCU
- TUBING TO BE YARDLEY 3406 OR EQUAL 'BLUE'
- SADDLES 2" - 3" TO BE BRASS FULL CIRCLE TYPE
- SADDLES 4" AND LARGER TO BE D.I. DUAL STRAP TYPE
- SADDLE MAY BE INSTALLED AT ANGLE (WITHIN 45° OF HORIZONTAL).

W, RW

CREATED JAN 2014
REVISED AUG 2015
MAY 2016
JUNE 2017

AMR METER
SERVICE INSTALLATION
5/8", 3/4" OR 1"

PROVIDED FOR INFORMATIONAL
PURPOSES ONLY.
NO MODIFICATIONS WITHOUT
WRITTEN PCU APPROVAL

PASCO COUNTY UTILITIES

DETAIL G13

INTERNAL USE ONLY

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

OPS BUDGET	CIP BUDGET
<input type="text"/>	<input type="text"/>
	PROJECT #
	<input type="text"/>

Contractor Name:	<input type="text"/>	Contract No.	<input type="text"/>
Work Order Number:	<input type="text"/>	Date Work to be completed:	<input type="text"/>
Location of Work:	<input type="text"/>	Quote/Not To Exceed Amount:	<input type="text"/>
PCU Agent Requesting Work:	_____		

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

Description of Work According to the Bid:

DRAFT

If Applicable:

Pump Station #
 Equipment: Make
 Model #

Authorized Signature:

Assistant County Administrator
Utilities Services 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
Owner's Representative (Signed)	(Printed)	Date Accepted

- *Work Order forms are subject to revision during contract term.