

RESOLUTION NO 2025 - 143

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN AGREEMENT BETWEEN THE CITY AND IN DEPTH, INC., A FLORIDA CORPORATION, FOR WATER TANK CLEANING, ASSESSMENTS, AND REPAIR AT THE CITY'S WATER TREATMENT PLANT; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement Policies & Procedures Manual (the "City Purchasing Policies") of the City of Lake City (the "City") provides certain items may be purchased based upon competitively solicited contracts awarded by other governmental entities; and

WHEREAS, the City has a need for professional services for water tank cleaning, assessment, and repair on an as needed basis at its water treatment plant (the "Services"); and

WHEREAS; the County of Pasco in Florida negotiated a contract with In Depth, Inc., a Florida corporation (the "Vendor") to supply the Services to the County of Pasco in Florida pursuant to its IFB-CA-25-066 (the "Pasco IFB"); and

WHEREAS, the City Manager has determined for purposes of economy in procurement, to conserve resources, and pursuant to the City Purchasing Policies, the City will rely on the competitively solicited contract awarded for the Products by the County of Pasco in Florida; and

WHEREAS, the Vendor desires to enter into a contract with the City to provide to the City the Services on such terms and conditions as the Vendor has contracted with the County of Pasco in Florida; and

WHEREAS, the City similarly desires to enter into such a contract with the Vendor in the form of the Exhibit attached hereto (the "Agreement"); and

WHEREAS, engaging the Vendor's services is in the public interest and in the interests of the City; now therefore

BE IT RESOLVED by the City Council of the City of Lake City, Florida:

1. Engaging the Vendor to provide the products in the Agreement is in the public or community interest and for public welfare; and

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2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
 3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
 4. The Mayor of the City of Lake City is authorized and directed to execute on behalf of and bind the City to the terms of the Agreement; and
 5. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
 6. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ____ day of October, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL
OF THE CITY OF LAKE CITY, FLORIDA:

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

GENERAL PIGGYBACK PURCHASING AGREEMENT

This General Piggyback Purchasing Agreement (the “Agreement”) is entered into by and between the City of Lake City, Florida, a Florida municipal corporation, with its address at 205 N Marion Avenue, Lake City, FL 32055, and:

**In Depth, Inc
1473 Old Haw Creek Road
Bunnell, FL 32110**

(the “Vendor”).

WITNESSETH:

WHEREAS, on **July 15, 2025, Pasco County**(the “Original Procuring Government”) awarded **IFB-CA-25-066 As Needed Water Tank Cleaning, Assessment, and Repair Services** to Vendor for the performance of services and/or the sale and purchase of goods as described therein, a copy of which is attached hereto and incorporated herein as Composite Exhibit ‘A’ (the “Original Procurement Bid and Contract”); and

WHEREAS, the City is in need of a similar performance of services and/or is in need to purchase a similar set of goods as described in the Original Procurement Bid and Contract; and

WHEREAS, the Vendor is willing to provide “piggyback” services and/or goods to the City on the same terms and conditions as those offered to the Original Procuring Government, as outlined in the Original Procurement Bid and Contract documents;

WHEREAS, the City of Lake City desires to avail itself of the benefits of a piggyback contract and intends to utilize said contract pursuant to this project D-0739, together with any other projects for which the goods and services procured thereunder may be applicable, all at the sole discretion of the City;

NOW THEREFORE, in exchange for the mutual promises contained herein, the sufficiency of which is acknowledged, the City and Vendor agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals, deemed by the parties to be true and correct, are incorporated herein by reference.
2. **General.**
 - a. **Terms of Agreement.** This is a piggyback purchasing *Agreement*. The terms and conditions of this *Agreement* shall be the same as those specified in Composite Exhibit ‘A’, specifically including:
 - i. All instructions to bidders and general information in the Original Procurement Bid and Contract Documents;
 - ii. All special conditions of the Original Procurement Bid and Contract Documents;

- iii. All definitions of terms contained in the Original Procurement Bid and Contract Documents;
- iv. All specifications, scopes of services, and/or descriptions of goods to be sold contained in the Original Procurement Bid and Contract Documents;
- v. All addenda to the Original Procurement Bid and Contract Documents;
- vi. All insurance requirements are outlined in the original procurement bid and contract documents.
- vii. All safety requirements outlined in the Original Procurement Bid and Contract Documents; and
- viii. All responses of the Vendor in the Original Procurement Bid and Contract Documents, including all affidavits and statements of the Vendor required by law, which the Vendor: (A) affirms to continue to be accurate and correct as of the date of this *Agreement*; or (B) has updated with supplemental information and provided the same to the City in advance of this *Agreement*, in a form which the City finds acceptable;

Unless such terms are expressly modified herein to conform to City-specific standards and requirements, all references in Composite Exhibit 'A' to the Original Procuring Government, the Original Procuring Government's governing body, specific departments of the Original Procuring Government and the like or equivalent shall be replaced with the "City of Lake City, Florida," the "City Council of the City of Lake City, Florida," specific City Departments, and the like or equivalent.

- b. **Purchasing Authority.** The City is authorized to enter into this purchasing *Agreement* as a matter of home rule under Section 2(b) of Article VIII of the Florida Constitution and Chapter 166 of the Florida Statutes. This purchasing *Agreement* is subject to all budgeting and legal requirements of the *Code of Ordinances of the City of Lake City, Florida, the Charter of the City of Lake City, Florida, and the Florida Statutes. The City* ratifies the bidding process performed by the Original Procuring Government as being full, fair, and representative of the quantity and quality of bids that would be received by the City if written quotations were obtained or an advertisement for bids were published.
- c. **Resolution of Conflicting Terms.** To the extent there is any conflict between this *Agreement* and the Original Procurement Bid and Contract, (1) the text of this *Agreement* shall control and (2) the text of the solicitation issued by the Original Procuring Government shall control over the Original Procuring Government's contract

with the vendor excepting any express items where the original procurement documents should control or where the City believes the other government's contract should control over the bid documents.

3. **Period of Performance; Renewal Periods.** The period of performance of this *Agreement* is from the date of execution by both parties through the end of the initial term of the Original Procurement Bid and Contract, **September 30, 2028**. The Original Procurement Bid and Contract provides for two **(2) renewals of one (1) year** extensions of the initial term. This *Agreement* may be renewed as provided for in the Original Procurement Bid and Contract at the option of the City.
4. **Invoices.** Invoices for services shall be sent to: City of Lake City Finance Department, Attn: Accounts Payable, 205 N Marion Avenue, Lake City, Florida 32055, or emailed to accountspayable@lcfla.com. Payments shall be made to the Vendor in accordance with the *Florida Local Government Prompt Payment Act*, §§ 218.70, *et seq.*, Florida Statutes.
5. **Price for Services.** If different from the Original Procurement Bid and Contract, the price for the Vendor's performance of the scope of services or the City's purchase of goods shall be as follows:

As needed at the City's request for repairs.

The City reserves the right to modify prices after this *Agreement* has been in effect for the initial period, when it is in the best interest of the City of Lake City. Price adjustments may be determined using an appropriate price index, if such an index is standard in the Vendor's industry dealings and/or in government transactions within the City of Lake City, Columbia County, or the State of Florida. The Vendor agrees to notify the City if the original procuring government adjusts prices for work performed or goods sold under the original procurement bid and contract, along with the reasons for any such increase or decrease.

6. **Sovereign Immunity; Limitation of Liability.** The city is a sovereign Florida municipal government. Nothing contained in this *Agreement*, nor any City indemnification made herein, if any such indemnification exists, is intended or shall be construed to waive the City's sovereign immunity. With respect to the matter of compensation for work performed or the price of goods sold, the parties agree that the total liability of the City to the Vendor shall not exceed the agreed-upon price established in each order issued hereunder. For all other matters, the parties agree that the total liability of the City to the Vendor shall not exceed the City's limits of liability as set forth in § 768.28(5) of the Florida Statutes in effect as of the date of this *Agreement*, regardless of whether any such obligations are based in tort, contract, statute, strict liability, or negligence, product liability or otherwise.

7. **Public Records.** Contractor shall generally comply with Florida's public records laws, and specifically, Contractor shall:
- a. Keep and maintain public records required by the City to perform and/or provide the service or services contracted for herein.
 - b. Upon request from the City's custodian of public records, provide the City with a copy of the requested records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by 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 term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the City.
 - d. Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Audrey E. Sikes, City Clerk,
City of Lake City, Custodian of Public Records
At 386-719-5756 or SikesA@lcfla.com
Mailing Address
205 North Marion Avenue,
Lake City, FL 32055.**

8. Liability and Insurance.

- a. **Insurance.** Contractor shall comply with the insurance requirements set out in Exhibit B, attached hereto and incorporated herein by reference.
- b. **Indemnification.** Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the City, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the City, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the City.
- c. **Liability.** Neither the City nor the Contractor shall make any express or implied agreements, guarantees, or representations, nor incur any debt in the name of or on behalf of the other Party. Neither the City nor the Contractor shall be bound by or held liable for any agreements or representations made by the other that are not expressly authorized hereunder. The City shall have no liability or responsibility for any damage to any person or property directly or indirectly resulting from the Contractor's operation of its business, whether caused by Contractor's negligence, willful actions, or failure to act.
- d. **Contractor's Taxes.** The City will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the City in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of the Contractor.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have set their hands hereto on the date indicated:

IN DEPTH LLC

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

By _____, its

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL
OF THE CITY OF LAKE CITY, FLORIDA:

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

COMPOSITE EXHIBIT "A"
ORIGINAL PROCUREMENT BID AND CONTRACT

EXHIBIT

OFFEROR INFORMATION/CERTIFICATION FORM

This form **MUST BE:**

- **INCLUDED DOWNLOADED, COMPLETED AND UPLOADED INTO BONFIRE WITH OFFEROR'S SUBMISSION**
- **FULLY executed with original authorized signature and TWO witness signatures**

1. "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 THE PRESIDENT OF THE CORPORATION, OR A MEMBER OF A MEMBER-MANAGED LIMITED LIABILITY COMPANY, OR THE MANAGER OF A MANAGER-MANAGED LIMITED LIABILITY COMPANY; OR INCLUDE WRITTEN PROOF THAT THE INDIVIDUAL SIGNING HAS THE AUTHORITY TO OBLIGATE THE FIRM.

OFFEROR MUST BE REGISTERED ON SUNBIZ (<http://www.sunbiz.org/index.html>), FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS.

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

In Depth Inc

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

3. Name/title of contact person for the Offeror: Zachary Rogers/ President

4. Business and mailing address: 1473 Old Haw Creek Road, Bunnell, FL 32110 (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)

5. Primary business and mailing address (if different): N/A

6. Telephone number: () 386-202-2771 Fax: ()

Email Address: zach@indepthservicesinc.com

The above-named Offeror affirms and declares:

- A. That the Offeror understands all requirements of this request and states that as a serious Offeror they will comply with all the stipulations included in this request.

- B. That the Offeror is of lawful age and that no other person, firm or corporation has any interest in this Proposal or in the contract proposed to be entered into except as expressly stated below:
- C. That this proposal is made without any understanding, agreement, or connection with any other person, firm or corporation making a proposal for the same purpose, and is in all respects fair and without collusion or fraud except as expressly stated below:
- D. That the Offeror is not in arrears to the Pasco County Board of County Commissioners upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to the Pasco County Board of County Commissioners except as expressly stated below:
- E. That the Offeror is in compliance with Section 448.095(2), Florida Statutes, 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 Offeror also confirms that no public employer has terminated a contract with the Offeror for failure to comply with Section 448.095(2), Florida Statutes, within the 12 months preceding the date this Certification Form is signed by the Offeror.
- 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 uploading its Response and its Response will be in accordance with all Addenda prior to Response Opening.
- 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

N/A Local Business located in Pasco County

N/A 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/Federal Funds Involved: N (Y if applicable, N if not 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 am of lawful age and have the authority to bind the Offeror for contract purposes. **If someone other than the President of the corporation, or a member of a member-managed limited liability company, or the manager of a manager managed limited liability company, then one of the following must be submitted with this Certification:**
1. If Offeror is a corporation (includes incorporated or company, or abbreviations thereof, in its name), and if other than the President of the corporation is signing this Certification, then one of the following must be submitted with this Certification:
 - a. a current corporate resolution naming the officer or person signing this Certificate as authorized to sign contracts on behalf of the company or,
 - b. a copy of the Board of Directors' resolution or meeting minutes designating the officer or person signing this Certificate as authorized to sign contracts for the corporation, certified by the secretary of the corporation.
 2. If Offeror is a limited liability company, then the following must be submitted with this Certification: a copy of the Operating Agreement of the limited liability company showing that that person signing this Certificate is authorized to sign contracts for the limited liability company.
- L. Attached to this response is a copy of the Certificate of Status from the Florida Secretary of State, Division of Corporations, which can be downloaded from <https://dos.myflorida.com/sunbiz/search/>.

M. Exceptions to any Contract Provisions and Miscellaneous Declarations (attach additional sheets, if necessary):

(The remainder of this page intentionally left blank).

(SIGNATURES FOLLOW ON NEXT PAGE)

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

ATTEST:

OFFEROR:

Susan A. Couslin

Witness No. 1 - Print Name

Susan A. Couslin

Witness No. 1 – (Signature in Ink)

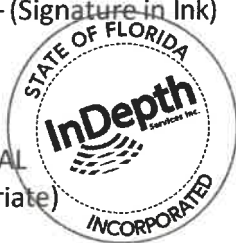
Jack E. Mounteer

Witness No. 2 – Print Name

Jack E. Mounteer

Witness No. 2 – (Signature in Ink)

CORPORATE SEAL
(where appropriate)



BY:

Zachary Rogers

(Authorized Signature in Ink)

Zachary Rogers

(Printed name of Signatory)

President

(Printed Title of Signatory)

5/12/2025

(Signature Date)

NOTARY ACKNOWLEDGMENT

STATE OF Florida }
 } ss
COUNTY OF Flagler }

The foregoing instrument was acknowledged before me on May 12th, 2025, by means of:
☒ physical presence, or
☐ online notarization

[as applicable, complete one (1) of the four (4) choices below]:

(1) FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name] Zachary Rogers, who executed the foregoing instrument as [Title] President
of [Corporation or Company Name] In Depth Inc, a:
☒ corporation, or
☐ limited liability company
organized under the laws of [State] Florida, and who severally and duly acknowledged the
execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

(2) FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name] N/A.

(3) FOR A PARTNERSHIP:

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

(4) FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:

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

Said person is (check one below):

☒ Personally known to me, or

☐ Has produced _____ as identification.

Susan A. Couslin

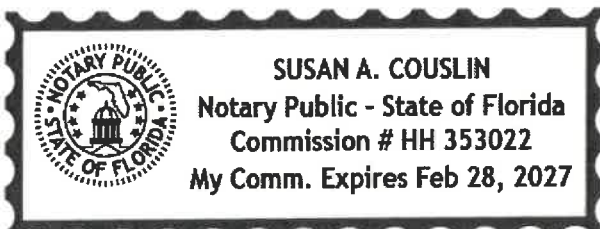
Signature of person taking acknowledgment

Susan A. Couslin

Print Notary's Name

(This line is required to be completed by §117.05, F.S.)

[Notary Stamp or Seal]



This form must be completed by an officer or representative of the company or by the individual entering into, renewing, or extending a contract with Pasco County.


Signature

Zachary Rogers
Printed Name

President
Title

In Depth Inc
Name of Company if applicable

5/12/2025
Date

COUNTY OF Flagler

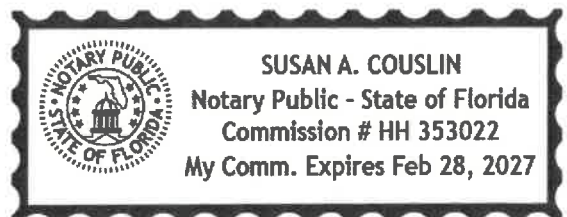
The foregoing Human Trafficking Affidavit is sworn to (or affirmed) and subscribed before me under penalty of perjury by means of ☒ physical presence or ☐ online notarization, this 12th day of May, (month) 2025 (year), by Zachary Rogers (name of person making statement).

Susan A. Couslin
(Signature of Notary Public - State of Florida)

Susan A. Couslin
(Print Commissioned Name of Notary Public)

☒ Personally Known OR ☐ Produced Identification

Type of Identification Produced



2025 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P17000041163

Entity Name: IN DEPTH INC.

Current Principal Place of Business:

1473 OLD HAW CREEK RD
BUNNELL, FL 32110

Current Mailing Address:

1473 OLD HAW CREEK RD
BUNNELL, FL 32110 US

FEI Number: 82-1293180

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

ROGERS, ZACHARY J
1473 OLD HAW CREEK RD
BUNNELL, FL 32110 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title PRESIDENT
Name ROGERS, ZACHARY J
Address 1473 OLD HAW CREEK RD
City-State-Zip: BUNNELL FL 32110

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: ZACHARY ROGERS

PRESIDENT

03/18/2025

Electronic Signature of Signing Officer/Director Detail

Date

EXHIBIT

Responses

Success: All data is valid!

Status	#	Description	Quantity	Numeric	
				Each Price	Total Cost
Success: All values provided	#1-1	Boyette WTP – 8102 Boyette Rd. Wesley Chapel FL – 5.0 MG	1	\$ 9,450.00	\$ 9,450.00
Success: All values provided	#1-2	Little Road WTP- 8215 Little Road New Port Richey FL –1.5 MG	2	\$ 5,150.00	\$ 10,300.00
Success: All values provided	#1-3	Little Road WTP- 8215 Little Road New Port Richey FL –2.0 MG	1	\$ 5,150.00	\$ 5,150.00
Success: All values provided	#1-4	Southeast WTP – 35456 Old Geiger Rd. Zephyrhills FL – 5.0 MG	1	\$ 9,450.00	\$ 9,450.00
Success: All values provided	#1-5	Southwest WTP – 5320 Tilson Dr. Holiday FL –4.0 MG	1	\$ 9,450.00	\$ 9,450.00
Success: All values provided	#1-6	Embassy Hills WWTP – 9512 Crab Tree Lane – 2.0 MG	1	\$ 5,150.00	\$ 5,150.00
Success: All values provided	#1-7	Hudson Reclaimed – 10745 Denton Ave. Hudson FL – 1.5 MG	1	\$ 5,150.00	\$ 5,150.00
Success: All values provided	#1-8	Land O Lakes WWTP – 6003 Parkway Blvd. Land O Lakes FL – 2.0 MG	1	\$ 5,150.00	\$ 5,150.00
Success: All values provided	#1-9	Land O Lakes WWTP – 6003 Parkway Blvd. Land O Lakes FL –1.8 MG	1	\$ 5,150.00	\$ 5,150.00
Success: All values provided	#1-10	Odessa Reclaimed –Odessa FL 5.0 MG	1	\$ 9,450.00	\$ 9,450.00
Success: All values provided	#1-11	Price-Altman – Handcart Rd. Zephyrhills FL. – 2.0 MG	1	\$ 5,150.00	\$ 5,150.00
Success: All values provided	#1-12	Shady Hills WWTP – 14220 Hays Rd Spring Hill FL – 5.0 MG	1	\$ 9,450.00	\$ 9,450.00
Success: All values provided	#1-13	Shady Hills WWTP – 14220 Hays Rd Spring Hill FL –1.5 MG	1	\$ 5,150.00	\$ 5,150.00
Success: All values provided	#1-14	Southeast WWTP – 6039 Handcart Rd. Zephyrhills FL – 2.0 MG	1	\$ 5,150.00	\$ 5,150.00
Success: All values provided	#1-15	Wesley Center WWTP – 7501 Boyette Rd. Wesley Chapel FL – 2.0 MG	1	\$ 5,150.00	\$ 5,150.00
Success: All values provided	#1-16	Wesley Center WWTP – 7501 Boyette Rd. Wesley Chapel FL –2.0 MG	1	\$ 5,150.00	\$ 5,150.00

DETAILED EXTERIOR AND INTERIOR CLEANING AND ASSESSMENT

EXHIBIT

Success: All values provided	#1-17	Jasmine Lakes WTP – 7612 Pineapple Ln. Port Richey FL- .500 MG Crom Tank	1	\$ 3,150.00	\$ 3,150.00
Success: All values provided	#1-18	Jasmine Lakes WTP 7612 Pineapple Ln. Port Richey FL - .032 MG Metal Tank	1	\$ 3,150.00	\$ 3,150.00
Basket Total					\$ 115,350.00

DETAILED EXTERIOR AND INTERIOR CLEANING AND ASSESSMENT-DRY INSPECTION

Success: All values provided	#2-1	Gulf Harbors Potable Tank, 4552 Mary Ann Drive New Port Richey, FL 34653 21,000-gallon metal hydro tank	1	\$ 3,150.00	\$ 3,150.00
Success: All values provided	#2-2	Autumn Oaks Potable Tank 18443 Autumn Lakes Blvd. Hudson FL -7,500-gallon metal hydro tank	1	\$ 1,900.00	\$ 1,900.00
Success: All values provided	#2-3	Blanton Lakes Potable Tank, 35935 Caller Ave, N. Dade City FL 3,000-gallon metal hydro tank	1	\$ 1,900.00	\$ 1,900.00
Success: All values provided	#2-4	Gowers Corner Potable Tank. 19415 Central Blvd. Land O Lakes FL 15,000-gallon metal hydro tank	1	\$ 3,150.00	\$ 3,150.00
Success: All values provided	#2-5	The Groves Potable Tank, 38650 Fern Circle Zephyrhills FL - 1,000-gallon metal hydro tank	1	\$ 1,900.00	\$ 1,900.00
Success: All values provided	#2-6	Hickory Hills Potable Tank, 37439 Layton Dr. Dade City FL -7,200-gallon metal hydro tank	1	\$ 1,900.00	\$ 1,900.00
Success: All values provided	#2-7	Hillcrest Potable Tank, 18242 Geraldine Rd. Dade City FL 10,000-gallon metal hydro tank	1	\$ 1,900.00	\$ 1,900.00
Success: All values provided	#2-8	Lacoochee Potable Tank, 38752 Barbara Ln. N. Dade City FL 30,000-gallon metal hydro tank	1	\$ 3,750.00	\$ 3,750.00
Success: All values provided	#2-9	Lake Jovita Potable Tanks, 13209 Pamilla Circle Dade City FL Two (2) 20,000-gallon metal hydro tanks. Needs to be on separate days.	1	\$ 3,150.00	\$ 3,150.00
Success: All values provided	#2-10	Pasadena Shores Potable Tank, 10920 Highview Dr. Dade City FL 3,500-gallon metal hydro tank	1	\$ 1,900.00	\$ 1,900.00

EXHIBIT

EXHIBIT

Success: All values provided	#2-11	Pasco One Potable Tank, 30491 Commerce Dr. Dade City FL 10,000-gallon metal hydro tank	1	\$ 1,900.00	\$ 1,900.00
Success: All values provided	#2-12	Pinebreeze Potable Tank, 140219 Proud Mockingbird Rd. Zephyrhills FL 1,200-gallon metal hydro tank	1	\$ 1,900.00	\$ 1,900.00
Success: All values provided	#2-13	The Ponds Potable Tank 38741 Margs Ct. Zephyrhills FL 8,000-gallon metal hydro tank	1	\$ 1,900.00	\$ 1,900.00
Success: All values provided	#2-14	Sunburst I Potable Tank 39723 Sunburst Rd. Zephyrhills FL 7,000-gallon metal hydro tank	1	\$ 1,900.00	\$ 1,900.00
Success: All values provided	#2-15	Trilby Potable Tank 20647 Mickens Dr. Dade City FL 10,000-gallon metal hydro tank	1	\$ 1,900.00	\$ 1,900.00
Basket Total					\$ 34,100.00
MINOR REPAIRS					
Success: All values provided	#3-1	Minor repairs including replacement of interior and exterior ladder bolts and repair/replacement of level indicating devices	1	\$ 525.00	\$ 525.00
Basket Total					\$ 525.00
Grand Total					\$ 148,975.00



**Purchasing and Central Mail Services
Internal Services Building
7536 State Street, Suite 221
New Port Richey, Florida 34654
Telephone: 727-847-8194**

REQUEST FOR INVITATION TO BID

for

AS NEEDED WATER TANK CLEANING, ASSESSMENT, AND REPAIR SERVICES

April 10, 2025

Solicitation Number: IFB-CA-25-066

Due Date: May 13, 2025

Time Due: 1:30 p.m., ET

TENTATIVE TIMELINE

April 10, 2025	Release IFB to the marketplace
May 1, 2025	Deadline for written questions, 1:30 p.m., ET
May 6, 2025	Response to questions to be posted to Bonfire
May 13, 2025	IFB due online Bonfire by 1:30 p.m., ET

EXHIBIT

ADVERTISEMENT FOR INVITATION FOR BID

The Pasco County Board of County Commissioners invites vendors to submit bids for **AS NEEDED WATER TANK CLEANING, ASSESSMENT, AND REPAIR SERVICES**, as per the listed statement of work.

In using this method for solicitation, we are requesting your best effort in seeking the lowest cost for our requirements. To be entitled to consideration, online submission shall be presented in accordance with the instructions of this solicitation and within the timeframe specified. It shall be the responsibility of the selected offeror to meet all specifications and guidelines set forth herein. Each bid shall be opened and read publicly. The Pasco County Board of County Commissioners (hereinafter, "Pasco County" or "County"), at its discretion, determines the criteria and process whereby bids are evaluated and awarded. No damages shall be recoverable by any challenger as a result of these determinations or decisions by the County.

If you are unable to download these documents, experiencing any technical issues, or have questions about how to submit, please reach out to support@gobonfire.com.

All questions or requests for clarification must be sent via Bonfire under Message - Opportunity Q&A: <https://pascocountyfl.bonfirehub.com>.

All addendums related to this solicitation will be posted on Bonfire website at <https://pascocountyfl.bonfirehub.com>. It is the bidder's responsibility to check the Bonfire website for any addendums, responses to bidder questions, or other communications related to this solicitation

Bids shall be submitted online at <https://pascocountyfl.bonfirehub.com>. The Pasco County Purchasing Department will only accept bids submitted online. **Bid submissions are due no later than 1:30 p.m., ET, May 13, 2025, and will be opened at 2:00 p.m., ET (same day) as noted above.**

Pasco County will **only** accept online submissions for this bid. Bids can be submitted online at: <https://pascocountyfl.bonfirehub.com>. Bids submitted after the bid close date will not be accepted. Note: Any bid submitted in any other format (email, paper, fax, mail, etc.) will not be accepted for any reason.

Solicitations will be publicly opened in accordance with the public notice.

Public Openings are held each Tuesday at 2:00 p.m., ET. A public opening of responses will be conducted at the posted Public Opening following the submission deadline. In the event of a County Holiday or unforeseen delay, responses shall remain sealed until the next public meeting. Firms will be able to attend the public opening virtually, see the following instructions:

EXHIBIT

Microsoft Teams meeting

Meeting ID: 241 088 831 758

Passcode: EK63aF

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

+1-850-988-5160, 688629844#

[+1 850-988-5160,688629844#](#) United States, Tallahassee

Phone Conference ID: 688 629 844#

Tabulations shall be available thirty (30) days after opening on the Pasco County website at: <https://www.pascocountyfl.net/480/Do-Business-with-Us> or upon notice of intended action, whichever is sooner.

PASCO COUNTY BOARD OF COUNTY COMMISSIONERS

Carrie C. Roberts, NIGP-CPP, C.P.M., CPPO

Purchasing Director

EXHIBIT

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.

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 (Y if applicable, N if not applicable)

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 AT (727) 847-8147, PRR@MYPASCO.NET, OR 7536 STATE STREET, NEW PORT RICHEY, FL 34654.

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.

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.

EXHIBIT

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 Funds Involved: N (Y if applicable, N if not applicable)

CONTRACT TERM

The contract period **will begin on date of Pasco County Board of County Commission (BOCC) approval and continue until September 30, 2028**, subject to the Price Escalation terms described elsewhere herein, unless canceled in writing by Pasco County. The County reserves the right to extend the contract, under the same prices, terms, and conditions as in the original contract approved by Pasco County for two additional one-year periods, as found to be in the best interest of the 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 mount indicated on the suppliers'

invoices for the materials purchased for the assigned job. All incidental costs, including allowances for profit and tools of the trade, must be included in the contract hourly labor rates.

ECONOMIC PRICE ADJUSTMENT

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

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

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

PRICE ADJUSTMENTS BASED ON THE CONSUMER PRICE INDEX (CPI)

If approved by the County, unit prices in contracts that are longer than twelve (12) months may be adjusted bi-annually based on movement in the Consumer Price Index (CPI). 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

EXHIBIT

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.

EXHIBIT

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.

EXHIBIT

TRAFFIC CONTROL

The contractor shall conduct its operations in a manner that will not interrupt pedestrian or vehicle traffic except as approved by Pasco County. The work area shall be confined to the smallest area possible to allow maximum use of the street or sidewalk and to reduce any hazard to traffic or pedestrians to a minimum. At all times, the contractor shall use workers and traffic control signs and devices necessary to comply with all applicable Federal, State, and local laws, rules, and regulations. In addition to signs and devices, when the street is obstructed to any extent by contract operations, special workers equipped with flags shall be designated by the contractor to direct vehicle and pedestrian traffic. The workers so designated shall not be assigned to any other duties while engaged in directing traffic. All personnel, signs, barricades, and any other items or devices necessary for the maintenance of traffic and safety shall be provided by the contractor. No separate payment shall be made by Pasco County for this work. All cost of this work is included by the contractor as part of the contract price. The plan for traffic control shall be as directed by Pasco County. A Right-of-Way Use Permit shall be obtained from Pasco County prior to the commencement of any work in such a right-of-way. The cost for securing such permits shall be included in the Bid.

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

1. The County reserves the right to award non-exclusive contracts to multiple respondents 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.
2. **Verbiage for Tier Approach**
It is the intent of Pasco County to award this contract using a tiered approach. While awards shall be made to multiple respondents, each respondent shall be assigned a status as primary, secondary or tertiary, based on responses to this solicitation. The lowest responsive, responsible bidder shall be assigned primary, the second lowest

bidder shall be assigned secondary, and the third lowest shall be assigned tertiary.

3. When a need for services occurs, a Pasco County Representative (PCR) shall contact the primary respondent first. If the primary respondent is unable to supply the required services, the PCR shall proceed to the secondary respondent. If the primary and secondary respondents are both unable to supply the required services, the PCR shall proceed to the tertiary respondent.

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. Respondents 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 Respondent.

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 Respondent will begin receiving Work Orders. The Respondent 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 Respondent 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 Respondent for a work order proposal to complete a particular Work Order. The Respondent 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 Respondent. The Respondent shall not receive additional compensation for the work order proposal process.

The Respondent 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 Respondent shall submit a written proposal for any additional work that, in the Respondent'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

EXHIBIT

order. If it agrees, the County shall then revise the Work Order and deliver it to the Respondent to complete the work or reject the proposal.

The Assistant County Administrator for Public Infrastructure, or their designee, may order emergency as-needed on-site work. Emergency work is performed any day, including weekends and Holidays recognized by Pasco County. The Respondent shall respond to emergency requests within four (4) hours of notification and begin work on-site within twenty-four (24) hours. The Respondent shall perform the work not to exceed that listed in the Work Order Form. The Respondent 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 Respondent, 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 Respondent 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 Respondent shall perform the work not to exceed that listed on the Work Order form. Only actual time on-site shall be billed. Respondent 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 Respondent 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 are subject to verification by the County. Respondent 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 Public Infrastructure, 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.

EXHIBIT

All work is subject to verification by the County. Respondent 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

EXHIBIT

IMPORTANT! — PLEASE READ CAREFULLY BEFORE SUBMITTING BID

GENERAL CONDITIONS

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

1. 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 (8) may negotiate with a non-Bidder in the event no bids are received. 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.

2. ACKNOWLEDGMENT OF ADDENDUM

2.1 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.

2.2 Failure to acknowledge an issued addendum may result in bid rejection and disqualification.

3. 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.

4. 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.

5. 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.

6. 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 Bidder 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.

7. 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.

8. AWARD

8.1 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.

8.2 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 the County's best interest. The County reserves the right to award to a single or multiple Bidder is found to be in the County's best interest.

9. 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.

10. 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.

11. 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 via the County's electronic solicitation system. 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. 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.

12. BID ENVELOPES

If the County has indicated in the Advertisement for Bids that a hard copy of the bid will be accepted, 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. PLEASE NOTE: Unless otherwise noted in the Advertisement for Bids, all submissions MUST be made electronically through the County's electronic solicitation system.

13. BID FORM SUBMISSION

Bids must be uploaded into via the County's electronic solicitation system unless otherwise indicated in the Advertisement for Bids. All forms must be printed, completed signed (if noted) and submitted in the County's electronic solicitation system. Bids concerning separate bid invitations must not be combined on the same electronic submission form or placed in the same envelope (if allowable under the specific solicitation). 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.

14. 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 Bidder for additional compensation.

15. BID RECEIPT AND OPENING

15.1 Pasco County will receive sealed bid proposals until date and time indicated on bid cover via the County's electronic solicitation system unless otherwise noticed in the Advertisement for Bids. The system will not allow for bids to be received after the bid opening date and time. It is the responsibility of the Bidder to ensure that bids are submitted online by the designated opening time. FAXED, EMAILED OR HARD COPY BIDS WILL NOT BE ACCEPTED AND SHALL NOT BE CONSIDERED FOR EVALUATION OR AWARD unless otherwise noted in the Advertisement for Bids. 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.

15.2. Failure to print, complete and upload all forms required to be included with any bid will result in the Bidder being deemed nonresponsive and will result in rejection of the bid.

16. BID WITHDRAWAL

16.1. Bids may not be changed after the bid closing time.

16.2. To withdraw a bid that includes a clerical error after bid opening, the Bidder must give notice in writing to the Pasco County Purchasing Department 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.

17. 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.

18. 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.

19. CANCELLATION

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

20. 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.

21. 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 Bidder that the scope of the project or of the Bidder's services has been changed, requiring changes to the amount of compensation to the Bidder 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 Bidder 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 Bidder, the Bidder 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 Bidder will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

22. 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.

23. COMMUNICATIONS DURING SOLICITATION AND LOBBYING PROHIBITION

- 23.1. 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.
- 23.2. 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.
- 23.3. 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.

24. CONFLICT OF INTEREST

The Bidder, 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.

25. 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 Federal Government of the United States, an agency of the State of Florida, or an agency within the Tampa Bay-Clearwater-St. Petersburg Metropolitan Statistical Area (MSA) and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any agency noted herein. The Bidder also certifies that the components used in the production of the commodities offered herein are not supplies by a vendor who currently is debarred from submitting bids for contracts issued by any political subdivision or agency of the Federal Government of the United States, an agency of the State of Florida, or an agency within the Tampa Bay-Clearwater-St. Petersburg Metropolitan Statistical Area (MSA).

26. E-VERIFY REQUIREMENT

26.1. 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. Department 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. 1324a(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.

26.2. 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.

26.3. 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 subconsultants 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.

27. ERRORS IN EXTENSIONS

If a written Bid Form is required, 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.

28. 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.

29. 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.

30. 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.

31. FAILURE TO DELIVER

In the event of failure of the Bidder 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 Bidder 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.

32. 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.

33. 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.

34. FORCE MAJEURE

The Bidder 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 Bidder, 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 Bidder 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.

35. IDENTICAL BIDS

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

36. INDEMNIFICATION

- 36.1. 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 Bidder 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.
- 36.2. 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.

37. INDEPENDENT CONTRACTOR

The Bidder shall be legally considered an independent contractor and neither the Bidder 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 Bidder, its servants, or agents. Pasco County shall not withhold from the Bidder any Federal or State unemployment taxes, Federal or State income taxes, Social Security tax, or any other amounts for benefits to the Bidder. Further, Pasco County shall not provide to the Bidder any insurance coverage or other benefits, including workers' compensation, normally provided by Pasco County for its employees.

38. 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.

39. 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.

40. LIMITATION OF COST

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

41. 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 Bidder 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.

42. NON-DISCRIMINATION

42.1. During the performance of this Agreement, the BIDDER herein assures the COUNTY that said BIDDER 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 BIDDER 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 BIDDER or its applicants for employment. The BIDDER understands and agrees that this Agreement is conditioned upon the veracity of this Statement of Assurance. Furthermore, the BIDDER herein assures the COUNTY that said BIDDER 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.

42.2. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to the state or any department or agency of this state ("public entity"); may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of 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. The Consultant agrees to include this provision in all contracts issued as a result of this Agreement.

43. OFFICIAL DOCUMENTS

43.1. Pasco County is not responsible for expenses incurred prior to award. Pasco County officially distributes solicitation documents through an electronic solicitation system as noted on our web page at <https://www.pascocountyfl.net/480/Do-Business-with-Us>. 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 site listed at the link above. Only vendors who properly register and obtain solicitation documents directly from the system listed at the link above will receive addenda and other important information if issued.

43.2. 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.

43.3. IF YOU OBTAINED A SOLICITATION DOCUMENT FROM A SOURCE OTHER THAN THE SITE LISTED AT THE LINK ABOVE, IT IS REQUIRED THAT YOU REGISTER AS A VENDOR AND DOWNLOAD THE OFFICIAL DOCUMENT AT THE WEBSITE LISTED AT THE LINK ABOVE AT NO COST.

44. 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.

45. PATENTS AND ROYALTIES

The Bidder 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 Bidder 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.

46. PAYMENT PROCEDURES

46.1. 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).

46.2. Several payment options are available to the successful Bidder upon receipt of a correct invoice:

(a) 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.

(b) 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.

(c) Payment may be wire-transferred to the vendor's bank account. The vendor must call (352) 521-4599 for detailed instructions.

47. PAYMENT TERMS AND DISCOUNTS

47.1. 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, only one (1) lump-sum payment will be made.

47.2. 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.

48. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS

Effective July 1, 2023, and pursuant to section 287.05701, the County: (1) may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor; and (2) may not give preference to a vendor based on the vendor's social, political, or ideological interests.

49. PUBLIC INFORMATION

49.1. 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.

49.2. 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.

50. 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.

51. PURCHASE ORDER REQUIREMENT

51.1. 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.

51.2. 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 vendor.

52. 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:

- a) The ability, capacity, skill, and financial resources to perform the work or provide the service required.
- b) The ability of the Bidder to perform the work or provide the service promptly or within the time specified, without delay or interference.
- c) The character, integrity, reputation, judgment, experience, and efficiency of the Bidder.
- d) The quality of performance of previous contracts or services.

53. QUALITY OF GOODS

53.1. 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.

53.2. 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.

54. RECOVERY OF MONEY

Whenever, under the contract, any sum of money shall be recoverable from or payable by the Bidder to Pasco County, the same amount may be deducted from any sum due the Bidder under the contract or under any other contract between the Bidder 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 Bidder.

55. RIGHT TO AUDIT

The Bidder 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 Bidder 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.

56. 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 shall not be responsible for damage to the goods occasioned by negligence of Pasco County or its employees.

57. SCRUTINIZED COMPANIES AND OTHER PROHIBITED ENTITIES OR ACTIVITIES

57.1. A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services of:

- (a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or
- (b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
 - 1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; Florida Statute, or
 - 2. Is engaged in business operations in Cuba or Syria.

57.2. By signing this Agreement, the BIDDER certifies that it is not participating in a boycott of Israel, is not on any of the aforementioned lists, and it does not have business operations in Cuba or Syria. The BIDDER agrees to notify the COUNTY if placement on any of the aforementioned lists occurs or if the BIDDER is engaged in a boycott of Israel or has business operations in Cuba or Syria.

57.3. The COUNTY may terminate this Agreement if the BIDDER's certification

above is found to be false; has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or has been engaged in business operations in Cuba or Syria. In addition to possible termination of this Agreement based on the above grounds, the County will comply with section 287.135, Florida Statutes, regarding submittal of a false certification.

58. TABULATIONS

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

59. 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.

60. UNSATISFACTORY WORK

60.1. If, at any time during the contract term, the service performed or work done by the Bidder is considered by Pasco County to create a condition that threatens the health, safety, or welfare of the community, the Bidder shall, on being notified by Pasco County, immediately correct such deficient service or work. In the event the Bidder 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 Bidder.

60.2. 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 Bidder of the intention to cancel.

61. VENDORS LIST

Bidders must visit <https://www.pascocountyfl.net/480/Do-Business-with-Us> and follow the link provided to the County's electronic solicitation system to register as a vendor. Once registered, Bidders will have the ability to view and download solicitations for Pasco County as well as other participating government agencies in North America.

62. WARRANTIES

The Bidder agrees that the supplies and services furnished under this award shall be covered by the most favorable commercial warranties the Bidder 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.

END OF GENERAL CONDITIONS

SPECIFICATIONS

AS NEEDED WATER TANK CLEANING, ASSESSMENT, AND REPAIR SERVICES

1. INTENT

Pasco County is seeking a Contractor for as needed potable water and reclaimed water tank cleaning, assessment and repair services.

2. GENERAL REQUIREMENTS

- 2.1 All work assigned under the agreement will be performed at various locations throughout Pasco County.
- 2.2 In addition to the Pasco County Utilities Department, other Pasco County departments may utilize this contract (at the same terms and conditions) for similar work.
- 2.3 All work must be performed in accordance with all applicable state, local and national laws and codes.
- 2.4 Vendors must provide Safety Data Sheets (SDS) for all chemicals used on all Pasco County properties.
- 2.5 All work shall be performed according to the manufacturer's installation requirements and recommendations and in accordance with all plans and specifications
- 2.6 All work must be completed by a contractor licensed in the state of Florida to perform all work as described herein.
- 2.7 Vendor is responsible for all processes and costs associated with obtaining and maintaining any required permits.
- 2.8 The County reserves the right to award to the lowest, responsive, responsible vendor per line item.
- 2.9 While it is the County's intent to the contract to one Vendor, we reserve the right to award to multiple Vendors if found to be in our best interest.
- 2.10 All quantities stated in this solicitation are estimates for bidding purposes. The County does not guarantee any quantities mentioned herein.
- 2.11 Pricing must include all labor, tools, materials, and equipment needed to complete all services as described herein.

3. MINIMUM QUALIFICATIONS

3.1 Vendor Qualifications

- Vendor must have been in business for a minimum of three (3) years.
- Vendor must have held at least five (5) contracts similar in size and nature.

3.2 The County reserves the right to request information necessary to determine the ability of the Vendor(s) to perform the work, to include references.

4. SCOPE OF SERVICES

4.1 Vendor will provide as needed detailed exterior and interior assessment, (including detailed video documentation) on Prestressed Concrete Potable Water and Reclaimed Storage Tanks located throughout Pasco County.

4.1.1 Underwater Operations

- All Dive Maintenance Technicians and associated in-tank equipment must be fully disinfected in accordance with American Water Works Association (AWWA) Standard C652-02.
- All system entries must be conducted in accordance with applicable Occupational, Safety and Health Association (OSHA) regulations pertaining to Diving and Confined Space.

4.1.2 Required minor repairs required under this contract include, but are not limited to:

- replacement of interior and exterior ladder bolts
- repair/replacement of level indicating devices.

4.1.3 In-Service Cleaning

- Bottom sediment accumulations must be removed using a vacuum type system.
- Contractor is responsible for the disposal of any debris removed from the tanks.
- On-site disposal is not acceptable.
- Cleaning and inspection must be performed in accordance with AWWA D-100 and Florida Administrative Code (FAC) 62-555-350 requirements.

4.1.4 Exterior Assessment

Vendor Must:

- Conduct visual examinations on all exterior tank surfaces from safely accessible/existing access points for both structural and coating-related issues, including cracks, spalling, peeling, and other visually detected defects. Portable ladders shall be provided by the contractor.
- Examine the foundation for structural defects, drainage concerns, and vegetation, etc.
- Examine all exterior appurtenances (piping, ladders, targets, vent screening, etc.) to ensure proper working operation.
- Examine for compliance to existing OSHA regulations in terms of safety (fall protection, electrical, lighting, etc.)
- Examine exterior coatings for percentages and type(s) of breakdown/failing conditions.
- Secure coating samples for later testing by the contractor for surfaces that may require repairs and/or over-coating and provide rehabilitation recommendation.
- Photograph all typical and non-typical conditions found during the exterior inspection

4.1.5 Interior Assessment

Vendor Must:

- Conduct visual examinations of all interior surfaces from existing safe access points/elevations within the tank. These observations will include but are not limited to:
 - Identification
 - Location
 - characteristics of any potential structural concerns such as pitting, cracks, sections loss, etc.
- Examine all interior appurtenances (piping, etc.) to ensure proper working operation.
- Examine interior coatings for percentages and type(s) of breakdown/failing conditions.

- Secure coating samples for later testing approved by the County for surfaces that may require repairs and/or over-coating and provide rehabilitation recommendation.
- Photograph all typical and non-typical conditions found during the interior inspection.
- Contractor to remove any sediment or debris from the tank.

4.2 Equipment

4.2.1 Specialty equipment may include, but is not limited to:

- appropriate OSHA climbing and personal fall protection
- AWWA and the Association of Diving Contractors (ADC) approved commercial diving equipment dedicated to in-service potable water operations

4.3 Scheduling

4.3.1 The work should only be performed during normal business hours of 7 AM- 3 PM Monday – Friday, excluding holidays, unless otherwise approved by the County.

4.3.2 When it is necessary to perform work outside the normal business hours for the County, the Contractor shall give a minimum of seventy-two (72) hours' notice to the County.

4.4 Locations

The County reserves the right to add and delete site locations as needed depending on availability of funds.

- Boyette WTP – 8102 Boyette Rd. Wesley Chapel FL – 5.0 MG
- Little Road WTP- 8215 Little Road New Port Richey FL –1.5, 1.5, and 2.0 MG ea. (3) Tanks
- Southeast WTP – 35456 Old Geiger Rd. Zephyrhills FL – 5.0 MG
- Southwest WTP – 5320 Tilson Dr. Holiday FL – 4.0 MG
- Embassy Hills WWTP – 9512 Crab Tree Lane – 2.0 MG
- Hudson Reclaimed – 10745 Denton Ave. Hudson FL – 1.5 MG

- Land O Lakes WWTP – 6003 Parkway Blvd. Land O Lakes FL – 2.0 MG and 1.8 MG (2) Tanks
- Odessa Reclaimed – Odessa FL – 5.0 MG
- Price-Altman – Handcart Rd. Zephyrhills FL. – 2.0 MG
- Shady Hills WWTP – 14220 Hays Rd Spring Hill FL – 5.0 MG, 5.0 MG, and 1.5 MG (3) Tanks
- Southeast WWTP – 6039 Handcart Rd. Zephyrhills FL – 2.0 MG
- Wesley Center WWTP – 7501 Boyette Rd. Wesley Chapel FL – 2.0 MG, 2.0 MG and 2.0 MG (3) Tanks
- Jasmine Lakes WTP- 7612 Pineapple Ln, Port Richey- .500 MG Crom Tank and .032 MG Metal Tank

4.5 Reporting

4.5.1 A detailed Florida Licensed Professional Engineer report (signed and sealed), utilizing an AWWA customized report, must be prepared for each tank within forty-five (45) days from inspection. The report must include:

- rehabilitative coating and linings options, if applicable
- structural concerns identified and recommendations.

4.5.2 The report must be accompanied by a Drop Box or Secure Email Link to contain all photos taken during the assessment.

4.5.3 Inspection report must identify any visibly destructive changes that may have occurred through corrosion and or other means since the original construction and or last structural evaluation.

4.5.4 Underwater interior video documentation must be completed with real-time closed circuit high-resolution color underwater video equipment. All pertinent findings must be recorded and sent using a Drop Box or Secure Email Link format. The report must include dive maintenance technicians' findings and a narrative summary.

4.6 Pricing

4.6.1 All prices must be net including all labor, consumable materials and equipment used to perform the work specified herein.



- 4.6.2 In-Service Cleaning: Pricing must include the removal of sediment accumulations up to the first three inches (3"). If the accumulation is greater than three inches, the project needs to be postponed until proper authorization can be obtained for additional funds.

5. COUNTY RESPONSIBILITIES

- 5.1 The County shall be responsible for providing all available information on each tank prior to commencing the field investigation and filling each tank before any work begins.

6. STAFFING/PERSONNEL REQUIREMENTS

- 6.1 Vendors are responsible for ensuring staffing levels are adequate to perform services described herein and are responsible for all costs associated with labor under this contract.
- 6.2 On-Site Supervisor
 - 6.2.1 The term "on-site supervisor" will be a person designated to be at the work site, and act as the Vendor's POC to the County.
 - 6.2.2 Phone numbers for the on-site supervisor will be provided to the County at the beginning of the contract.
 - 6.2.3 Should the on-site supervisor change, the Vendor must immediately notify the County of the change. The County reserves the right to reject a supervisor and request a replacement.
- 6.3 Vendors must provide current copies of licenses and training certificates upon request.
- 6.4 Personnel must wear appropriate uniforms, carry photo identification, and always present a neat and professional image.

7. WORK OUTSIDE SCOPE OF WORK

- 7.1 Additional work identified outside the scope of this contract must be authorized in advance and in writing by the County.
- 7.2 The vendors must provide a price for any additional work identified prior to commencement.
- 7.3 No work will begin until a County Purchase Order or Encumbered Contract number is provided.

8. WARRANTY AND DAMAGES

- 8.1 Vendors are responsible for all damage or personal injury resulting from its operations.
- 8.2 Any damage or personal injury will be reported immediately to the POC.
- 8.3 Should the vendor fail to perform damage repair or warranty work as scheduled, and to a standard acceptable by the County, the County will procure services from another vendor. These costs will be the responsibility of the vendor.
- 8.4 Vendor will be responsible for any costs (from neglect damage or personal injury) determined to be caused by the vendor.

END OF SPECIFICATIONS



PUBLIC INFRASTRUCTURE UTILITIES OPERATIONS & MAINTENANCE

INTEROFFICE MEMORANDUM

DATE: May 20, 2025

TO: Carrie C. Roberts, Purchasing Director

FROM: Stewart Shook, Interim Utilities Operations and Maintenance Director

SUBJECT: Award of Bid – As Needed Large Water Tank Cleaning Services– InDepth Inc. - \$377,861.00

REFERENCES: Bid No. IFB-CA-25-066

This contract ensures our systems stay reliable and safe. Over time, tanks can build up sediment, algae, or even bacteria, which can affect water quality and safety. Having the flexibility to bring in services when issues arise allows us stay ahead of any issues, avoid costly repairs, and maintain regulatory compliance for water distribution. It also ensures we're providing clean, high-quality water to the community without unexpected disruptions.

The Utilities Operations and Maintenance Department has reviewed and evaluated the bid results for the above referenced solicitation and concurs with Purchasing to award to the lowest responsive and responsible bidder, InDepth Inc.

Funding in the amount of \$42,080.00 is budgeted and available for Fiscal Year (FY) 2025 in the Water and Wastewater Unit Fund, Utilities Operations and Maintenance Department. Funding in the amount of \$55,000.00 will be budgeted for FY 2026; \$60,500.00 for FY 2027 and \$66,500.00 for FY 2028; contingent upon approval from the Board of County Commissioners (BCC) of the various budgets. Funding in the amount of \$73,205.00 will be requested for FY 2029; and \$80,526.00 for FY 2030; contingent upon annual renewals and approval from the BCC of the various budgets.

CONTRACT DATES	FISCAL YEAR	FUNDING
BCC Approval (July 2025) – September 30, 2025	FY 2025	\$42,080.00
October 1, 2025 – September 30, 2026	FY 2026	\$55,000.00
October 1, 2026 – September 30, 2027	FY 2027	\$60,500.00
October 1, 2027 – September 30, 2028	FY 2028	\$66,550.00
RENEWALS		

Mission: Providing our community, customers, and future generations with high quality, efficient, and innovative water, wastewater, and solid waste services

EXHIBIT

October 1, 2028 – September 30, 2029	FY 2029	\$73,205.00
October 1, 2029 – September 30, 2030	FY 2030	\$80,526.00

cc: Hiram Tirado, Maintenance Manager, Utilities Operations & Maintenance
Rebecca Walton, Accountant I, PI Fiscal and Business Administration Department

*Mission: Providing our community, customers, and future generations with high
quality, efficient, and innovative water, wastewater, and solid waste services*

EXHIBIT

EXHIBIT "B"
INSURANCE REQUIREMENTS

The certificate must state City of Lake City as Certificate Holder

- Commercial General Liability insurance to provide coverage of not less than \$1,000,000.00 combined single limit per occurrence and annual aggregates, where generally applicable, and must include premises operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.
- Business Vehicle/Umbrella Liability insurance with a minimum limit of \$200,000 per occurrence, and \$300,000 for all claims arising out of the same incident or occurrence, for property damage and personal injury, please note that these limits may change according to Florida law and the protections afforded to the City pursuant to sovereign immunity for liability.
- Statutory Workers Compensation insurance as required by the State of Florida.