

**PIGGYBACK AGREEMENT FOR CHEMICAL SYSTEM MAINTENANCE AND
REPAIR SERVICES**

THIS PIGGYBACK AGREEMENT (the "Agreement") is entered into as of the Effective Date defined in Section 4A, below, by and between Polk County (the "County"), a political subdivision of the State of Florida, situated at 330 W. Church Street, Bartow, Florida 33830, and Odyssey Manufacturing Co. (the "Vendor"), a Delaware corporation, located at 1484 Massaro Blvd, Tampa FL, 33619, and whose Federal Employer Identification Number is 65-0846345.

WHEREAS, the County's Procurement Ordinance and Procurement Procedures permit it to enter into piggyback purchasing agreements; and

WHEREAS, the County requires the services of a vendor who can provide chemical system maintenance and repair services; and

WHEREAS, the Vendor has contracted with the Town of Davie to provide services to maintain, repair, and/or upgrade chemical feed systems for wastewater treatment plants pursuant to that certain Agreement No. RFP-JA-23-59 dated as of October 18, 2023 (the "Davie Agreement") which those parties entered into upon the Town of Davie's award of RFP-JA-23-59 to Vendor for chemical system maintenance and repair services; and

WHEREAS, the County and the Vendor have determined that the Davie Agreement is an acceptable agreement upon which the County and the Vendor may establish a piggyback agreement.

NOW, THEREFORE, in consideration of the promises contained herein, the parties hereby agree, as follows:

1. **Recitals.** The above stated recitals are true and correct.
2. **Terms and Conditions; Conflict.** Except as otherwise stated herein, the terms and conditions of the Davie Agreement shall form the basis of this Agreement, with the County having the rights, duties, and obligations of the "Town of Davie" thereunder. A true and correct copy of the Davie Agreement is attached as Exhibit "A" and incorporated herein. If any provision of this Agreement conflicts with any provision of the Davie Agreement, then the terms, conditions, and provisions of this Agreement shall control.
3. **Authorization of Services To Be Performed.** When the County requires the Vendor to perform services, as provided and at the rates set forth in the Davie Agreement, for a particular project (each, a "Project"), the County, by the Division Director or their Designee, will issue a Work Authorization to the Vendor stating the specific scope of services and not-to-exceed price or lump sum price for the project and all provisions of this Agreement shall apply to the Work Authorization with full force and effect as if appearing in full within each Work Authorization. Each Work Authorization will also state the following Project information: specific scope of services, maximum amount of compensation, Project schedule, liquidated damages (if applicable), and completion date. Each Work Authorization shall become effective upon due execution and issuance of a purchase order. The Vendor is not authorized to undertake any project without a duly executed Work Authorization and corresponding purchase order, which shall specify the work to be performed and the time to be completed. The Vendor recognizes and acknowledges that the County may employ several different vendors to perform the same or similar services for the County and that the Vendor has not been employed as the exclusive agent to perform any such services. If the Vendor and the County

enter into a Work Authorization whose term expires on a date that is later than the date that the Agreement expires, then the terms of this Agreement and any amendments, attachments or provisions thereof shall automatically extend through and until the Vendor has fully performed (including any extension or amendment thereto) all requirements of the Work Authorization. Cancellation by the County of any remaining work prior to the Vendor's full completion of the requirements of any such Work Authorization shall cause the terms of this Agreement to terminate at the same time. This Section 3 applies only when the expiration of the Work Authorization extends beyond the expiration of this Agreement. This section does not apply when a Work Authorization expires or is cancelled prior to the expiration of this Agreement.

4. **Supplemental Terms and Conditions.** The terms and conditions of the Davie Agreement are hereby modified or supplemented, as follows:

A. **Term.** The term of this Agreement shall commence on the date (the "Effective Date") the later of the two parties executes the Agreement and, unless sooner terminated pursuant to Section 4.D herein, shall continue until the first to occur of the following: (i) upon expiration or earlier termination of the Davie Agreement (it being acknowledged and understood that the latest possible termination date for the Davie Agreement, with all renewal options exercised, is October 17, 2029); or (ii) upon termination by the County, for any reason or no reason, following 30 days' written notice to the Vendor.

B. **Insurance.** The Vendor shall maintain at all times the following minimum levels of insurance and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below. The Vendor shall provide the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. The County shall be named as an additional insured on General and Automobile Liability policies. General Liability and Workers' Compensation policies shall contain a waiver of subrogation in favor of Polk County. The commercial General Liability Policy shall (by endorsement if necessary) provide contractual liability coverage for the contractual indemnity stated in Section 10, above. All insurance coverage shall be written with a company having an A.M. Best rating of at least the "A" category and size category of VIII. The Vendor's self-insured retention or deductible per line of coverage shall not exceed \$25,000 without the permission of the County. In the event of any failure by the Vendor to comply with the provisions of this Section 11, the County may, at its option, upon notice to the Vendor suspend Vendor's performance of the Services for cause until there is full compliance. Alternatively, the County may purchase such insurance at the Vendor's expense, provided that the County shall have no obligation to do so and if the County shall do so, the Vendor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage.

Comprehensive Automobile Liability Insurance. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

Commercial General Liability. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations:

Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

Independent Contractors:

Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm)

Workers Compensation. The Vendor shall provide, pay for, and maintain workers compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

C. Indemnity. Vendor, to the maximum extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County) protect and hold the County, and its officers, employees and agents harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses (including, without limitation, attorneys' fees costs and expenses incurred during negotiation, through litigation and all appeals therefrom) whatsoever including, but not limited, to those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Vendor to comply with applicable laws, rules or regulations, (ii) the breach by Vendor of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of Vendor's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Vendor, its professional associates, subcontractors, agents, and employees provided, however, that Vendor shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence.

D. Force Majeure. Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an

Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay. The non-performing party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

E. Default and Remedy. If Vendor materially defaults in its obligations under this Agreement, then the County shall have the right to (i) immediately terminate this Agreement by delivering written notice to Vendor, and (ii) pursue any and all remedies available in law, equity, and under this Agreement. If the County materially defaults in its obligations under this Agreement, then Vendor shall have the right to immediately terminate this Agreement by delivering written notice to the County and to seek payment from County for those services Vendor has provided but for which has not yet been paid.

F. Attorneys' Fees and Costs. In connection with any dispute or any litigation arising out of, or relating to this Agreement, each party shall be responsible for its own legal and attorneys' fees, costs and expenses, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

G. Dispute Resolution. Notwithstanding anything in the Town of Davie's Agreement to the contrary, there shall be no arbitration of any dispute arising or pertaining to this Agreement. The parties shall resolve all such disputes via voluntary and non-binding mediation or negotiation.

H. LIMITATION OF LIABILITY. IN NO EVENT SHALL THE COUNTY BE LIABLE TO THE VENDOR FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT BY THE COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

I. Governing Law. This Agreement shall be governed in all respects by the Laws of the State of Florida, without regard to conflicts of the laws principles.

J. Venue. Any litigation with respect to this Agreement shall be brought and prosecuted only in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.

K. Notice. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing, and shall be, as elected by the person giving such notice, hand delivered by nationally recognized messenger or by courier service, or mailed by registered or certified mail, return receipt requested, and addressed, as follows:

If to the County: Polk County Utilities Division
Attention: Utilities Director
P.O. Box 9005, Drawer UT01
Bartow, FL 33831-9005

If to Vendor: Odyssey Manufacturing Co.
Attention: General Manager
1484 Massaro Blvd
Tampa, FL 33619

L. Non-exclusive Agreement. This Agreement does not grant the Vendor the exclusive right to provide the County chemical system maintenance and repair services during the Agreement term. The County may utilize its own personnel to perform such services or it may employ other vendors or contractors to provide such services.

M. Public Records Law.

(a) The Vendor acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Vendor further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Vendor shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Vendor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, 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 in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as

authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Vendor does not transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Vendor or keep and maintain public records required by the County to perform the service. If the Vendor transfers all public records to the County upon completion of this Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of this Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

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

**RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY**

330 WEST CHURCH ST.

BARTOW, FL 33830

TELEPHONE: (863) 534-7527

EMAIL: RMLO@POLK-COUNTY.NET

N. Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s).

(i) By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

(ii) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000), then the Vendor further certifies to the County as follows:

(a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and

(b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and

(c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and

(d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.

(iii) The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the County regarding the foregoing matters.

B. **Termination.** In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

(i) the Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel; or

(ii) the Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have 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, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000).

O. **No Construction Against Drafter.** The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Accordingly, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

P. **Public Entity Crimes.** 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/proposal on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a consultant, supplier, subcontractor, or contractor 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submitting this proposal, the proposer hereby certifies that they have complied with said statute.

Q. **Unauthorized Alien(s)**

The Vendor shall not employ or utilize unauthorized aliens in the performance of the Services provided pursuant to this Agreement. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a) and a cause for the

County's unilateral termination of this Agreement. When delivering executed counterparts of this Agreement to the County, the Vendor shall also deliver a completed and executed counterpart of the attached "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" form.

R. Employment Eligibility Verification (E-VERIFY)

A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

B. Pursuant to Section 448.095(5), Florida Statutes, the contractor hereto, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The contractor acknowledges and agrees that (i) the County and the contractor may not enter into this Agreement, and the contractor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

S. Entire Agreement. This Agreement sets forth the entire understanding and agreement between the parties. This Agreement may only be modified or changed in writing, and such modifications and changes signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ATTEST:

STACY BUTTERFIELD
CLERK OF THE BOARD

Polk County, a political subdivision
of the State of Florida

By: _____
Deputy Clerk

By: _____
W.C. Braswell, Chairman
Board of County Commissioners

Date Signed By County _____

Reviewed as to form and legal sufficiency:

Sandra B. How 2/5/24
County Attorney's Office Date

ATTEST:

By: _____
Corporate Secretary

Stephen Sidelka
[Print Name]

Date: 2/7/2024

Odyssey Manufacturing Co.,
a Delaware corporation

By: _____

Patrick H. Allman
[Print Name]

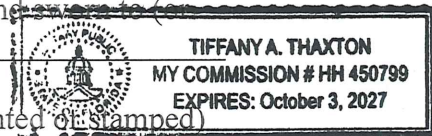
General Manager
[Title]
Date: 2/7/2024

SEAL



ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY
STATE OF _____ County OF _____
The foregoing instruments was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ (Date) by _____ (Name of officer or agent) as _____ (title of officer or agent) of the Company on behalf of the Company, pursuant to the powers conferred upon him/her by the Company. He/she personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____ (Date) _____ (Official Notary Signature and Notary Seal) _____ (Name of Notary typed, printed or stamped)
Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION
STATE OF FLORIDA County OF HILLSBOROUGH
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 2/7/2024 (Date) by Patrick H. Allman (Name of officer or agent) as General Manager (title of officer or agent) of the Corporation on behalf of the Corporation, pursuant to the powers conferred upon him/her by the Corporation. He/she personally appeared before me at the time of notarization, and ☒ is personally known to me or ☐ has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this 2/7/2024 (Date) _____ (Official Notary Signature and Notary Seal) Tiffany A. Thaxton (Name of Notary typed, printed or stamped)
Commission Number HH450799 Commission Expiration Date 10/3/27



ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL
STATE OF _____ County OF _____
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ (Date) By _____ (Name of acknowledging) who personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced _____ as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____ (Date) _____ (Official Notary Signature and Notary Seal) _____ (Name of Notary typed, printed or stamped)
Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

STATE OF _____ County OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ (Date) by _____ (Name of acknowledging partner or agent) on behalf of _____ a partnership. He/She personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced _____ as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____ (Date) _____ (Official

Notary Signature and Notary Seal) _____ (Name of

Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____



April 14, 2021

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

To Whom It May Concern,

WHEREAS, the Board of Directors of Odyssey Manufacturing Co. has determined it to be in the best interest of the Corporation to establish a Corporate Resolution. Be it: RESOLVED, The undersigned hereby certifies that Patrick H. Allman, its General Manager, is authorized to sign bids and all bid forms; to execute agreements and any documents associated with these agreements; to sign bonds of any type; and to sign any permit documents on behalf of Odyssey Manufacturing Co. Additionally, the undersigned is the duly elected and qualified Secretary and the custodian of the books and records and seal of Odyssey Manufacturing Co., a corporation duly formed pursuant to the laws of the state of Delaware and that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors and that said meeting was held in accordance with state law and the Bylaws of the above-named Corporation on April 14, 2021, and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 14th day of April, 2021.

Stephen Sidelko, Secretary

CORPORATE SEAL

Marvin T. Rakes, President

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: PB 24-212, Chemical System Maintenance and Repair Services

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY VENDOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY VENDOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA.

SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.

PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: Odyssey Manufacturing Co.

Signature: [Signature]

Title: General Manager

Date: 2-7-2024

State of: Florida

County of: Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 7th day of February, 2024, by Patrick H. Allman (name) as General Manager (title of officer) of Odyssey Manufacturing Co. (entity name), on behalf of the company, who ☒ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: Tiffany A. Thaxton

Printed Name of Notary Public: Tiffany A. Thaxton

Notary Commission Number and Expiration: HA450799/Oct. 3, 2027

(AFFIX NOTARY SEAL)

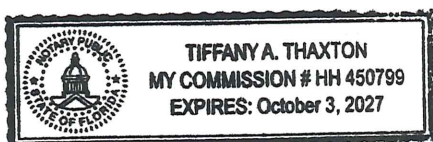


Exhibit "A"

RFP# JA-23-59 Chemical System Maintenance and Repair Services

Company Submitting Proposal

REQUEST FOR PROPOSALS



RFP NO. JA – 23 – 59
TITLE CHEMICAL SYSTEM MAINTENANCE AND REPAIR SERVICES
AVAILABLE FRIDAY, MAY 26TH, 2023

MANDATORY PRE-PROPOSAL CONFERENCE MONDAY, JUNE 5TH, 2023 AT 1:30 PM EST
Meeting Information
Town of Davie Utilities Department
7351 SW 30 St, Davie, FL 33314

DUE DATE 2:00 PM EST on TUESDAY, JUNE 20TH, 2023
SUBMIT TO DEMANDSTAR

REVIEW MEETING TBD

ESTIMATED BUDGET WITHIN ESTABLISHED BUDGET

BONDS N/A

Download Bid Information for Free at: <https://www.davie-fl.gov/bids>

Town of Davie Supplier Central: <https://www.davie-fl.gov/877/Supplier-Central>

Pursuant to Town Code Section No. 2-320 a Cone of Silence is hereby imposed on this solicitation.

The sign in sheet will be available up until the commencement of the pre-proposal conference. Proposers are required to sign in PRIOR to the start of the conference. No one will be permitted to sign in after the meeting starts. Failure to do so will deem proposer absent to the pre-proposal conference and ineligible to respond to this solicitation.

RFP# JA-23-59 Chemical System Maintenance and Repair Services

**TOWN OF DAVIE
RFP NO. JA-23-59
REQUEST FOR PROPOSALS
Chemical System Maintenance and Repair Services**



Dear Potential Proposer:

The Town of Davie, Florida invites qualified firms to submit responses in accordance with the requirements stated herein no later than **2:00 PM EST on TUESDAY, JUNE 20, 2023**, for **RFP NO. JA-23-59 Chemical System Maintenance and Repair Services**. Interested firms may secure the solicitation package and all other pertinent information by visiting <http://www.davie-fl.gov/bids> or at DemandStar.com.

Pursuant to Town Code Section No. 2-320 and section 1.51 of the terms and conditions, a Cone of Silence is hereby imposed on this solicitation. The cone shall be in effect until such time of award by the Town Administrator or the Town Mayor and Council.

A Mandatory Pre-Proposal Conference will be held on **MONDAY, JUNE 5TH, 2023 AT 1:30 PM EST**, in the second floor Multipurpose Room of the Utilities Department, 7351 SW 30 St, Davie, FL 33314. A site visit will immediately follow. In order to be eligible to respond to this solicitation, proposers are required to attend the pre-proposal conference and site visit.

The sign in sheet will be available up until the commencement of the pre-proposal conference. Proposers are required to sign in **PRIOR** to the start of the conference. No one will be permitted to sign in after the meeting starts. Failure to do so will deem bidder absent to the pre-proposal conference and ineligible to respond to this solicitation.

There will be two sites visited after the pre-proposal conference. Vendors will be required to initial at the beginning of the visit at the first location and initial at the end of the visit at the last location, to ensure that everyone is safe and accounted for.

Questions regarding this solicitation shall be submitted in writing to bids@davie-fl.gov no later than 5:00 PM on **JUNE 9, 2023**. Responses to those questions considered material to the solicitation will be made available as formal addenda to the Town's Procurement website and DemandStar.com. It is the responsibility of prospective proposers to ensure they are aware of all addenda issued relative to this solicitation.

Respondents **shall submit all proposal documents electronically through www.demandstar.com**. A full instructional guide on how to submit documents will be included with this solicitation. Under "Bid Amount," enter "0". All calculations and review of responses will be conducted through administrative review and a review committee meeting to be scheduled later. Only proposer names will be read into the record. The Town will maintain documentation on its own website at www.davie-fl.gov/411/Procurement for general public information and posting requirements. **Late submissions shall not be accepted.**

RFP responses will be publicly opened and firm names read aloud in the Temporary Town Hall Building "D", located at 8800 SW 36th Street Davie, FL 33328, after the due date/time noted above.

Members of the public may still attend virtually by phone or online. Please see below for virtual meeting information:

Meeting Information

Meeting link:

<https://daviepurchasing.webex.com/daviepurchasing/j.php?MTID=mae828ba106e68ed480b3e607e1754d8e>

Meeting number: 2336 541 0470

Password: CprpZst327

More ways to join

Join by phone

+1-408-418-9388 United States Toll

Access code: 233 654 10470

The selection of the successful respondent(s) shall be at the Town's discretion and shall be made in a prompt manner after the receipt and evaluation of all RFP responses. The Town of Davie reserves the right to reject any and all submissions, to waive any and all irregularities in any submission, and to make awards in the best interest of the Town.

Persons with disabilities requiring accommodations in order to participate should contact the Town Clerk at 954-797-1023 at least forty-eight (48) hours prior to the meeting to request such accommodation. If you are hearing or speech impaired, please contact the Florida Relay Service by using the following numbers: 1-800-955-8770 (voice) or 1-800-955-8771 (TDD).

A handwritten signature in black ink, appearing to read "Brian K. O'Connor".

Brian K. O'Connor
Procurement Manager
Town of Davie

Pursuant to Florida Statutes 119.071, sealed bids, proposals or replies by an agency pursuant to a competitive solicitation are exempt from inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after the opening of the bids, proposals, or final replies, whichever is earlier.

Pursuant to Florida Statute § 286.0105, if a person decides to appeal any decision made by this board, agency, committee, or council with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings. For such purpose he or she will need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based.

TABLE OF CONTENTS

| SOLICITATION SECTIONS | | PAGE |
|------------------------------|--|-------------|
| SECTION 1.0 | General Terms and Conditions | 4 |
| SECTION 2.0 | Insurance Requirements | 33 |
| SECTION 3.0 | Special Conditions | 36 |
| SECTION 4.0 | Content of Proposal | 41 |
| SECTION 5.0 | Scope of Services | 43 |
| SECTION 6.0 | Price Proposal Form | 48 |
| SECTION 7.0 | Required Forms and Vendor Registration Form | 50 |
| | <ul style="list-style-type: none"> • Demandstar Sign Up • Demandstar E-Bidding Instructions • Conference Call/Online Meeting Instructions | Attached |

SECTION 1.0 GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

When used in Contract Documents (defined below) or in related documents, the following terms shall have the meanings given below:

Addendum: A modification of the Plans, Specifications or other Contract Documents distributed to prospective Bidders prior to the opening of Bids.

Advertisement for Bids: The public notice inviting the submission of Bids for the work.

Bid: The written offer of a Bidder to perform the work or service.

Bid Bond: A bond executed by a Bidder and its Surety in the attached form guaranteeing that the Bidder, if awarded the Contract will execute the same and will timely furnish the required Performance Bond, Payment Bond, and evidence of Insurance.

Bidder: Any individual, firm, partnership or corporation submitting a Bid in accordance with the Instructions to Bidders.

Bid Documents: Bid Guarantee or bid deposit. The Advertisement for Bids, Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Provisions, Technical Specifications and Plans, together with all Addenda.

Bid Form: The form on which Bids are submitted.

Calendar Day: Every day shown on the calendar.

Change Order: A written agreement executed by the Town, the Contractor and the Contractor's Surety, covering modifications to the Contract recommended by the Project Manager and approved by the Town Administrator and/or Town Council.

Contract: The written agreement between the Town and the Contractor for performance of the Work in accordance with the requirements of the Contract Documents and for the payment of the

agreed consideration.

Contract Documents: The Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Provisions, Supplemental Provisions, Technical Specifications and Plans, together with all Addenda, Change Orders, Schedules and Shop Drawings.

Contract Administrator: Town of Davie Town Administrator or his designee or duly authorized representative designated to manage the Contract.

Contractor: The individual, firm, partnership, corporation or joint venture whose Bid is accepted and who enters into a Contract with the Town of Davie and who is liable for the acceptable performance of the work and for the payment of all legal debts pertaining to the Work.

Contract Date: The date on which the Agreement is effective.

Contract Time: The number of days allowed for completion of the work. The Contract Time will be stipulated in the Bid Form, unless extended by a Change Order. All contract time shall be measured in calendar days.

Town: The Town of Davie, a municipal corporation and political subdivision of the State of Florida, incorporated within Broward County, Florida, whose governing body is a Town Council consisting of a Mayor, Vice Mayor and three Town Council members. As used hereunder, the Town is the Town of Davie, including its districts, boards, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents and volunteers.

Community Redevelopment Agency (CRA): The Town of Davie Community Redevelopment Agency, which is created pursuant to Florida Chapter 163, Part III.

Town Administrator: The Administrator of the Town of Davie, Florida.

Executive Director: The Executive Director of the Davie Community Redevelopment Agency.

Days: Reference made to Days shall mean consecutive calendar days.

Deliverables: All documentation and any items of any nature submitted by the Contractor to the Town's Project Manager for review and approval in writing pursuant to the terms of the Agreement.

Lessee: Any individual, partnership or corporation having a tenant relationship with the Town of Davie.

Liquidated Damages: The amount that the Contractor accepts, as stipulated in the Bid Form, which will be deducted from the Contract Sum for each Calendar day of delay due to a Non-excusable Delay to be determined by the Town's Contract Manager.

Notice To Proceed (NTP): The written communication issued by the Town to the Contractor directing the Contractor to begin contract work and establishing the date of commencement of the work.

Owner: The term Owner as used in this Contract shall mean the Town of Davie.

Performance and Payment Bonds: Bonds executed by the Contractor and his Surety, on the attached forms, assuring that the Contractor will, in good faith, perform and guarantee the work in full conformity with the terms of the Contract Documents and will promptly pay all persons supplying the Contractor with labor, materials, or supplies, used directly or indirectly by the Contractor in the prosecution of the Work.

Plans: The drawings or reproductions thereof, prepared and sealed by the Architect/Engineer, which show the locations, character, dimensions and details of the work to be done and which are part of the Contract Documents.

Project: The construction and services required by the Contract Documents, which includes all labor, materials, equipment, and services to be provided by the Contractor to fulfill the Contractor's obligations.

Project Cost: The sum of the construction costs, allowances for contingencies, the total cost of design professional and related services provided by consultant, and allowances for such other items as charges of all other professionals and consultants.

Project Manager: The duly authorized representative designated to manage the

Project.

Scope of Service: Document which details the work to be performed by the Contractor.

Subcontractor or Sub consultant: Any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf of and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

The words "**Work**", "**Services**", "**Program**", or "**Project**": All matters and things required to be done by the Contractor in accordance with the provisions of the Contract.

The words "**Directed**", "**Required**", "**Permitted**", "**Ordered**", "**Designated**", "**Selected**", "**Prescribed**", or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Town's Project Manager or; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Town's Project Manager. In resolving disputes and in all respects the Town Administrator's decision shall be final.

1.2 VENDOR NOTIFICATION

It is the policy of the Town to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit bids. Vendors may enroll with the Town to be included on an email list for goods and services which can be found at <https://www.davie-fl.gov/list.aspx>.

1.3 LOCAL PREFERENCE

(a) Definitions.

Local Davie Vendor. A "local Davie vendor" shall mean a person or business entity which has maintained a permanent place of business with full-time employees within the Town limits for a minimum of six (6) months prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box or a residence. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Town of Davie

and have an address that the U.S. Postal Service recognizes as being a Davie address to be eligible. Local Broward County Vendor. A "local Broward County vendor" shall mean a person or business entity which has maintained a permanent place of business with full-time employees within the Broward County limits for a minimum of six (6) months prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box or a residence. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Broward County or the city within Broward County where the business resides and have an address that the U.S. Postal Service recognizes as being a Broward County address to be eligible.

Bid. A bid shall be any competitive solicitation by specification officially posted by the Town of Davie Procurement staff on the Town's website where the award is determined by the lowest responsive and responsive bidder

Proposal. A proposal shall be any competitive solicitation by request for proposal (RFP) officially posted by the Town of Davie Procurement staff on the Town's website where the award is determined by qualifications.

(b) Process.

(1) Competitive bid. For bid evaluation purposes, vendors that meet the definition of "local Davie vendor" as detailed above shall be given a five (5) percent evaluation credit. This shall mean that if a "local Davie vendor" submits a bid/quote that is within five (5) percent of the lowest price submitted by any vendor, the "local Davie vendor" shall have an option to submit another bid which is at least one (1) percent lower than the lowest responsive bid/quote. If the "local Davie vendor" submits a bid which is at least one (1) percent lower than that lowest responsive bid/quote, then the award will go to the "local Davie vendor." If not, the award will be made to the vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder is a "local Davie vendor," the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

For bid evaluation purposes, vendors that meet the definition of "local Broward County vendor" as detailed above shall be given a two and one-half (2.5) percent evaluation credit. This shall mean that if a "local Broward County vendor" submits a bid/quote that is within two and one-half (2.5) percent of the lowest price submitted by any vendor, the "local Broward County vendor" shall have an option to submit another bid which is at least one (1) percent lower than the lowest responsive bid/quote. If the "local Broward County

vendor" submits a bid which is at least one (1) percent lower than that lowest responsive bid/quote, then the award will go to the "local Broward County vendor." If not, the award will be made to the vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder is a "local Davie vendor", the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

If there is a "local Davie vendor" and a "local Broward County vendor" participating in the same bid solicitation and both vendors qualify to submit a second bid as detailed above, the "local Davie vendor" will be given first option. If the "local Davie vendor" cannot beat the lowest bid received by at least one (1) percent, an opportunity will be given to the "local Broward County vendor." If the "local Broward County vendor" cannot beat the lowest bid by at least one (1) percent, then the bid will be awarded to the lowest bidder regardless of geographic location of the business.

If multiple "local Davie vendors" submit bids/quotes which are within five (5) percent of the lowest bid/quote, then all vendors will be asked to submit a "best and final offer (BAFO)." The award will be made to the "local Davie vendor" submitting the lowest BAFO providing that that BAFO is at least one (1) percent lower than the lowest bid/quote received in the original solicitation. If no "local Davie vendor" can beat the lowest bid/quote by at least one (1) percent, then the process will be repeated with all "local Broward County vendors" who have submitted a bid/quote which is within two and one-half (2.5) percent of the lowest bid/quote. If no "local Davie vendor" and no "local Broward County vendor" can submit a BAFO that is at least one (1) percent lower than the lowest bid/quote submitted in the original solicitation, the award will be made to the lowest responsive bidder regardless of geographic location of the business.

(c) Competitive proposal. For evaluation purposes, "local Davie vendor" and "local Broward County vendor" shall be a criterion for award in any request for proposal unless specifically exempted by the Town Administrator or the Town Council.

(d) Exceptions.

(1) No "local vendor" preference will be included in any competitive solicitation where the Town is the lead agency for the Southeast Florida Cooperative Purchasing Group.

(2) Utilization of a state or other agency contract.

(3) State or Federal law prohibits the use of local preference.

(4) The work is funded in whole or in part by a governmental entity where the laws, rules,

RFP# JA-23-59 Chemical System Maintenance and Repair Services

regulations or policies prohibit the use of local preferences.

- (5) Sole source or single source purchases.
- (6) The "local vendor" is either non-responsive or non-responsible.
- (7) All bids submitted exceed the budget amount for the project.
- (8) Emergency purchases.
- (9) The Town Administrator and/or the Town Council may exempt any competitive solicitation from the local vendor preference.

1.4 BIDDERS RESPONSIBILITIES

Bidders are required to submit their proposals upon the following express conditions:

- A. Bidders shall thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents.
- B. Bidders shall make all investigations necessary to thoroughly inform themselves regarding the site and facilities for delivery of material and equipment as required by the bid conditions. No plea of ignorance, by the bidder, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the Town or the compensation due the bidder.
- C. Bidders are advised that all Town contracts are subject to all legal requirements provided for in the Town of Davie Procurement Code and applicable County Ordinances, State Statutes and Federal Statutes.

1.5 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

- A. Our enclosed Bid Proposal Form is to be used in submitting your bid. NO OTHER FORM WILL BE ACCEPTED.
- B. All information required by the bid form shall be furnished. The bidder shall sign each continuation sheet (where indicated) on which an entry is made.
- C. Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.

D. Alternate bids will not be considered unless authorized in the Invitation to Bid document.

E. Proposed delivery time must be shown in calendar days, which shall include weekends and holidays.

The Town of Davie is exempt from payment to its vendors of State of Florida sales tax and, therefore, such taxes should not be figured into the bid. However, this exemption does not transmit to suppliers to the Town in their (supplier) purchases of goods or services, used in work or goods supplied to the Town. Contractors are responsible for any taxes, sales or otherwise, levied on their purchases, subcontracts, employment, etc. An exemption certificate will be signed where applicable, upon request. The Town will pay no sales tax.

1.6 DESCRIPTION OF SUPPLIES

- A. Any manufacturer's names, trade names, brand names, or catalog numbers used in these applications are for the purpose of describing and establishing minimum requirements or level of quality, standards of performance, and design required, and are in no way intended to prohibit the bidding of other manufacturers' items of equal material, unless specifications state "NO SUBSTITUTIONS."
- B. Bidders must indicate any variances to the specifications, terms, and conditions, no matter how slight. If variations are not stated in the Proposal, it shall be construed that the bid fully complies with the Specifications, Terms and Conditions.
- C. Bidders are required to state exactly what they intend to furnish; otherwise they shall be required to furnish the items as specified.
- D. Bidders will submit, with their proposal, necessary data (factory information sheets, specifications, brochures, etc.) to evaluate and determine the quality of the item(s) they are bidding.
- E. The Town shall be the sole judge of equality and its decision shall be final.

1.7 SUBMISSION OF BIDS

- A. Bidders shall submit all bid documents

electronically through www.demandstar.com. A full instructional guide on how to submit documents will be included with this solicitation. Late submissions shall not be accepted.

- B. The Town will maintain documentation on its own website at <https://www.davie-fl.gov/411/Procurement> for general public information and posting requirements.
- C. Bidders requesting a copy of the bid tabulation will find this information through www.demandstar.com or on the Town's website at <https://www.davie-fl.gov/411/Procurement>.

1.8 ADDENDA

The Procurement Division may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder may not rely on any representation, statement or explanation, whether written or verbal, other than those made in this Bid solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid solicitation and any addenda, the last addendum issued shall prevail. It is the Bidder's responsibility to ensure receipt of all addenda and any accompanying documents. Bidder(s) shall acknowledge receipt of any formal Addenda by signing the addendum and including it with their Bid. Failure to include signed formal Addenda in its Bid shall deem its Bid non-responsive provided, however, that the Town may waive this requirement in its best interest.

1.9 REJECTION OF BIDS

The Town reserves the right to reject any or all proposals prior to award. Reasonable efforts will be made to either award the contract or reject all proposals within one hundred and twenty (120) calendar days after proposals opening date.

1.10 WITHDRAWAL OF BIDS

- A. Bids may not be withdrawn and shall be deemed enforceable for a period of 120 days after the time set for the bid opening.
- B. Bids may be withdrawn prior to the time set for the bid opening. Such request must be in writing.
- C. The Town will permanently retain as

liquidated damages the bid deposit furnished by any bidder who requests to withdraw a bid after the bid opening.

1.11 LATE BIDS OR MODIFICATIONS

Only bids or proposals received as of opening date and time will be considered timely. Bids and modifications received after the time set for the bid opening will be rejected as late.

1.12 CONFLICTS WITHIN THE BID SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

1.13 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications or other bid documents or any part thereof, he/she may submit to the Procurement Manager, on or before five (5) days prior to scheduled opening, a request for clarification. All such requests for clarification shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. The Town will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objection to the specifications and requirements as set forth in this bid must be filed in writing with the Procurement Manager five (5) days prior to the scheduled opening.

1.14 INVOICING/PAYMENT

All invoices should be sent to: Town of Davie, Finance Department, 8800 SW 36th Street, Davie, FL 33328. In accordance with Florida State Statutes, Chapter 218, payment will be made within 45 days after receipt of services and a proper invoice. The Town cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Bidders should state any payment discount in the space provided on the proposal form.

1.15 DISCOUNTS

- A. Bidders may offer a discount for prompt payment; however, such discounts shall

NOT be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted.

- B. In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

1.16 COMPETENCY OF BIDDERS

- A. Pre-award inspection of the Bidder's facility may be made prior to the award of contract. Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this Bid(s); have a record of performance for a reasonable period of time; and have sufficient financial support, equipment and organization to ensure that they can satisfactorily deliver the material and/or services if awarded a Contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the Town.
- B. The Town may consider any evidence available to it of the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience) in making the award in the best interest of the Town. In all cases the Town of Davie shall have no liability to any contractor for any costs or expense incurred in connection with this bid or otherwise.

1.17 NOTICE REQUIREMENTS UNDER THE AGREEMENT

All notices required or permitted under the Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

To the Town:

Project Manager
Town of Davie
Attention: Renuka Mohammed
Utilities Director
Phone: 954-327-3768
Email: rmohammed@davie-fl.gov

To the Procurement Division:

Brian O'Connor, C.P.M., Procurement Manager
Procurement Division
8800 SW 36th Street
Davie, FL 33328
Phone: (954) 797-1016 Fax: (954) 797-1049
Email: boconnor@davie-fl.gov

To the Contractor

Notices will be sent to the contractor at the physical address, e-mail address, and fax numbers and to the person listed in the Contractor's proposal, as applicable.

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

1.18 EMPLOYEES

All employees of the Contractor shall be considered to be at all times the sole employees of the Contractor, under the Contractor's sole direction, and not employees or agents of the Town of Davie or of the Davie Community Redevelopment Agency. The Contractor shall supply competent and physically capable employees and the Town is authorized to require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on Town property is not in the best interest of the Town.

Each employee at all times shall have and display in plain view proper identification. The name of the company shall be displayed on the front of the employee's shirt and the name of the company and employee must be worn on a badge visible from the front of the employee

1.19 AWARD OF BID

- A. The Review Committee or Department will make a recommendation based upon the lowest responsive and responsible bidder whose bid conforms to the Invitation for Bids and is most advantageous to the Town. If lowest fails to comply, then the second will be called

RFP# JA-23-59 Chemical System Maintenance and Repair Services

upon, and so on.

- B. The Town reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the bidder qualifies his bid by specified limitations.
- C. One or more Contractors may be designated as approved Primary or Secondary Vendor(s) for the delivery of material and/or services from this contract through the effective period of the award. In any situation where obtaining services from the Primary Vendor (s) is not in the best interest of the Town, or the vendor cannot deliver material and/or services within 24 hours of date required, or on an emergency basis, staff may obtain services from the Secondary Vendor (s).
- D. Successful Bidder shall be notified in writing of award.
- E. Delivery of materials and/or services shall be performed upon receipt by successful bidder of a numbered, signed purchase order.
- F. In the event that the awarded vendor (s) is unable to perform as required, the Town reserves the right to award to the next lowest, responsive, responsible vendor (s).

1.20 BID PROTESTS

The Town shall provide notice of its intent to award or reject to all bidders by posting such notice on the Town's website within two (2) working days after the posted review committee meeting.

If a vendor feels that it has been treated unfairly with regard to the results of a solicitation, or the resulting recommendation for award, it may protest the Town's action as follows:

(a) Applicability. This section shall apply to protests by bidders and proposers regarding claims made by contractors participating in a Town contract or bidding process and shall only apply to protests by bidders or offerors when the Town Procurement Division posts a Notice of Intent to Award in regards to a purchase in excess of the Town's formal competitive threshold as established in section 2-321(a) "Methods of Source Selection", "General" of this Code.

- (1) Protests; right to protest. Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Procurement Manager. The protest shall be submitted in writing within seventy-two (72) hours excluding holidays and weekends after such aggrieved person knows or should have known of the facts giving rise thereto or the posting of the Town's notice of intent to award on the Town's website.
- (2) Contract claims. All claims by a contractor against the Town relating to a contract shall be submitted in writing to the Procurement Manager. The contractor may request a conference with the Procurement Manager on a submitted claim. Claims include, without limitation, disputes arising under a contract and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission.
- (3) Service of a protest. Service of a protest by mail or courier shall not expand the time frame period allowed for delivery of a protest.

(b) Authority to resolve protests and contract claims.

- (1) Protests. The Procurement Manager, after consulting with the Town Attorney, shall have the authority consistent with this Code to settle and resolve a protest of an aggrieved bidder, offeror, or contractor, actual or prospective, concerning the solicitation or award of a contract.
- (2) Contract claims. The Procurement Manager, after consulting with the Town Attorney, shall have the authority to resolve contract claims, subject to the approval of the Town Administrator or Town Council, as applicable, regarding any settlement that will result in a change order or contract modification.

(c) Decision. If a protest brought pursuant to subsection (a) of this section is not resolved by mutual agreement, the Procurement Manager shall promptly issue a decision in writing to the protesting party upholding or denying the protest or staying the award process for further investigation. A copy of the decision shall be mailed or otherwise furnished to the protestant or claimant and any other party intervening. The decision shall state the reasons for the action taken.

RFP# JA-23-59 Chemical System Maintenance and Repair Services

- (d) Finality of decision. A decision under subsection (c) of this section shall be final unless within three (3) business days from the date of receipt of the decision, the protestant or claimant files a written appeal with the Town Administrator.
- (e) Authority of the Town Administrator. The Town Administrator shall have the jurisdiction to review and determine any appeal by an aggrieved party from a determination by the Procurement Manager regarding a protest or contract claim. Such decision shall be final and conclusive.
- (f) Protest limitations:
 - (1) A written protest may not challenge the relative weight of evaluation criteria or a formula for assigning points.
 - (2) The written protest shall state in detail the specific facts and law or ordinance upon which the protest of the proposed award is based and shall include all pertinent documents and evidence.
 - (3) Only a bidder whose bid is timely received and fully complies with all terms and conditions of the bid may protest an award.
- (g) Protest bond required. Upon the filing of a formal written protest the contractor or vendor shall post a bond, payable to the Town of Davie, in an amount equal to five (5) percent of the total bid or estimated contract amount, or ten thousand dollars (\$10,000.00), whichever is less. In the case of unit cost contracts, discount or percentage-based contracts the full ten thousand dollars (\$10,000) shall be provided. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protesting contractor or vendor in the event the protest is resolved adversely to the protester. An irrevocable letter of credit or other form of approved security, payable to the Town, will be accepted. Failure to submit a bond simultaneously with the formal written protest shall invalidate the protest and the Town may proceed to award the contract as if the protest had never been filed.
- (h) Consideration of timely protests. The Town's consideration of a timely written protest shall not necessarily stay the award process, as may be in the best interest of the Town. The Procurement Manager, through the Town Administrator, may recommend to proceed with the award if

there is a necessity or emergency that will cause loss to the Town if not awarded immediately.

- (i) Timely submittal of protest or appeal required. Failure of a party to submit timely a written protest to the Procurement Manager within the time provided in this section shall constitute a waiver of such party's right to protest pursuant to this section.
- (j) Costs. Any and all costs incurred by a protesting party in connection with a protest pursuant to this section shall be the sole responsibility of the protesting party.

1.21 AGREEMENT

An agreement shall be sent to the awarded vendor to be signed, witnessed, and returned to the Town for execution, when applicable. The Town will provide a copy of the fully executed agreement to the awarded vendor. In the event of an ITB the solicitation document and all addenda shall serve as the complete agreement. The vendors signature on the bid page and the signed award document by the Town shall constitute a binding agreement.

1.22 DISQUALIFICATION OF BIDDERS

A bid may be disqualified temporarily or permanently and rejected by the Town for any lawful reason, including but not limited to the following reasons:

- A. Poor performance or default, in the Town's opinion, on previous contracts with the Town.
- B. Poor performance or default, in the Town's opinion, on previous contracts with other public entities.
- C. Insufficient financial or company size, in the Town's opinion, to perform the requirements of the contract.

1.23 SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the Town. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the Town may result in termination of the contract for default. The Vendor shall cause all subcontractors to accept the terms and conditions of the Vendor's agreement with the Town.

1.24 ASSIGNMENT

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the Town and Town's approval, which consent Bidder acknowledges is at the sole discretion of the Town. The Town shall have the ability to assign or transfer this agreement in the event the Town of Davie Utilities Department is acquired by another entity. The Town shall provide notice to the successful Bidder.

1.25 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations with the Town through fraud, misrepresentation or material misstatement, may be debarred from doing business with the Town. The Town may also elect to terminate or cancel any other contracts with such individual, corporation or entity with no penalty to the Town for such termination. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation of this or any other contract with the Town under this section, including but not limited to the Town attorney's fees and costs.

1.26 COLLUSION

The bidder, by affixing a signature to this proposal, agrees to the following:

1. Bidder certifies that his/her bid is made without previous understanding, agreement, or connection with any person, firm or corporation, making a bid for the same items, or the initiating Town department, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

2. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm, or person to submit a collusive or sham response in connection with the work for which the bid has been submitted; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the bid response or of any other bidder, or to fix any overhead, profit, or cost elements of the bid price or the bid price of any other bidder, or to

secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;

3. The price or prices quoted in the bid response are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any other of its agents, representatives, owners, employees or parties in interest.

1.27 REASON FOR NO BID FORM

If choosing not to bid, please complete and return the enclosed form indicating reason for "No Bid" at this time.

1.28 PATENTS AND COPYRIGHTS

It shall be understood and agreed that by the submission of a proposal, the bidder, if awarded a contract, shall save harmless and fully indemnify and defend the Town and any of its officers or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright, of any person or persons, association, or corporation, as the result of the use of such articles by the Town, or any of its officers, agents, or employees, and of which articles the contractor is not the patentee, assignee, licensee, or owner, or lawfully entitled to sell same.

1.29 PUBLIC RECORDS LAW

Pursuant to Florida Statute 119.07, public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. Sealed Bids and Proposals become subject to this statute, notwithstanding bidders' or proposers' requests to the contrary, at the time the Town provides notice of a decision or intended decision, or 30 days after bid or proposal opening, whichever is earlier.

Financial statements submitted in response to a request by the Town are confidential, and exempt from disclosure. Data processing software obtained under a licensing agreement which prohibits its disclosure is also exempt.

Bidders are hereby notified and agree that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes. If the

Bidder submits trade secrets, as defined under the applicable Florida Statutes, the Bidder shall stamp each page in which the trade secret is listed and clearly mark the information deemed to be a trade secret. The Bidder shall also submit a separate document listing each page in which a trade secret is listed. Additionally, using the appropriate legal analysis, the separate document must clearly state why the information marked as a trade secret is deemed a trade secret pursuant to the applicable Florida Statutes and Florida case law as to be exempt under Chapter 119 of the Florida Statutes.

1.30 CONTRACTOR COMPLIANCE WITH PUBLIC RECORDS LAW

Contractor agrees to comply with public records laws. This includes but is not limited to:

1. Keep and maintain public records as required by the Florida Statutes.
2. Upon request from the Town Clerk, provide the Town of Davie 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 in the applicable Florida Statutes.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost to the Town all public records in possession of the contractor or keep and maintain public records required by the Town to perform the service. If the contractor transfers all public records to the Town, upon completion of the contract, 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 the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town Clerk, or his/her designee, in a format that is compatible with the information technology systems of the Town.

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 954-797-1000, [Evelyn Roig@Davie-FL.gov](mailto:Evelyn.Roig@Davie-FL.gov), 8800 SW 36th Street, Davie, FL 33328.

1.31 SCRUTINIZED COMPANIES

Florida Statute § 287.135: Contractor must certify that the company is not participating in a boycott of Israel. Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria. Contractor must submit the certification that is attached to this agreement. Submitting a false certification shall be deemed a material breach of contract. The Town shall provide notice, in writing, to the Contractor of the Town's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the Town's determination of false certification was made in error then the Town shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

1.32 REQUEST FOR PROPOSAL

Should these "General Conditions" be used in the specifications for a Request for Proposal, every reference to a bid shall be and mean the same as proposal.

1.33 EXCEPTIONS TO PROPOSAL

The bidder must clearly indicate any exceptions it wishes to take to any of the terms in this Proposal, and outline what, if any, alternative is being offered. All exceptions and alternatives shall be included and clearly delineated, in writing, in the Proposal. The Town, at its sole and

absolute discretion, may accept or reject any or all exceptions and alternatives. In cases in which exceptions and alternatives are rejected, the Town shall require the Bidder to comply with the particular term and/or condition of the solicitation to which the Bidder took exception (as said term and/or condition was originally set forth on the solicitation.)

1.34 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The contractor shall indemnify, defend and hold harmless the Town of Davie, its officers, employees, volunteers, agents, boards, elected and appointed officials, instrumentalities and the Davie Community Redevelopment Agency from and against any and all liability, losses or damages, including but not limited to attorney's fees and costs, incurred as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the contractor or its employees, agents, servants, partners, principals or subcontractors. The awarded bidder shall pay all claims and losses in connection with this agreement, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the Town or the Community Redevelopment Agency, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The contractor expressly understands and agrees that any insurance protection required by this contract or otherwise provided by the contractor shall in no way limit the responsibility to indemnify, defend, keep and save harmless and defend the Town, the Community Redevelopment Agency, or its officers, employees, agents, and instrumentalities as herein provided. The above indemnification provisions shall survive the expiration or termination of this contract. Notwithstanding anything set forth in the Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the Town beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the Town for damages, regardless of the number or nature of claims in tort, equity, or Contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the Town, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

1.35 COPELAND "ANTI-KICKBACK"

Contractor and all subcontractors shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). Contractor agrees that no portion of the bid award will be paid to any employees of the Town of Davie, its elected officials, and/or the contractor's consultants, as a commission, kickback, reward or gift, directly or indirectly by the firm or by an officer of the firm.

1.36 CONFLICT OF LAW

If and when this contract is disputed, and should it be necessary to litigate, the substantive and procedural laws of the State of Florida shall govern the outcome of such litigation. This shall apply notwithstanding such factors which include, but are not limited to, place where contract is entered into, place where accident arises and notwithstanding application of conflicts of law principles.

1.37 INTERPRETATION OF THE APPROXIMATE QUANTITIES

The bidder's attention is called to the fact that the estimate of quantities to be furnished under the specifications is approximate only and not guaranteed. The Town does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the Bidder plead misunderstanding or deception because of such estimate of quantities.

1.38 QUANTITIES

The Town specifically reserves the right to accept all or any part of the bid, to split the award, to increase or decrease the quantity to meet additional or reduced requirements of the Town, without such change affecting the contract unit price set forth in the proposal form by the bidder.

1.39 DELIVERY, INSPECTION & TITLE

Prices quoted and deliveries are to be FOB Destination and unloaded, unless otherwise specified in the Invitation for Bids, and made during regular business hours. Inspection and acceptance will be destination unless otherwise provided. Title to/risk of loss or damage to all items shall be the responsibility of the successful bidder until acceptance by the Town unless loss or damage results from negligence by the Town. If the materials or services supplied to the Town are found to be defective or to not conform to specifications, the Town reserves the right to cancel the order upon written notice to the

contractor and return product at bidder's expense.

for each substance as a condition of the award of the bid by the Town.

1.40 WARRANTY

Unless otherwise specified, all items proposed by the bidder shall include a warranty covering services, parts and/or labor for a specified period of time. The bidder shall submit information on both manufacturer and dealer warranties, including proposed term of warranty coverage, where applicable, with the bid proposal. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the Town, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid solicitation may supersede the manufacturer's standard warranty.

1.41 CLAIMS

Successful bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items.

1.42 CONTRACT RENEWAL

Any contract may be renewed within the parameters set forth in solicitation document or negotiated terms.

1.43 CONTRACT EXTENSION

In the event of a term contract for goods and services that is scheduled to end because of the expiration of the contract, the Contractor shall continue the service upon the request of the Town Administrator or designee. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the Town.

1.44 MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

1.45 SAFETY DATA SHEET (SDS)

Under the terms of the Florida Right-to-Know Law (Chapter 442, Florida Statutes), all suppliers of products deemed to be toxic in substance, as indicated in the State of Florida Substance List, are required to submit a Safety Data Sheet (SDS)

1.46 CONDITION OF MATERIALS AND PACKAGING

All equipment, materials, supplies, and components supplied under this bid must be new and unused, free from defects, and shall be the latest manufacturer's models unless otherwise specified. No others will be accepted under the terms and intent of this bid. All containers shall be new and suitable for storage or shipment, and bid price shall include standard commercial packaging. Any exceptions to this provision shall be detailed on the proposal page under exceptions to specifications.

1.47 SAMPLES

Samples, when required, must be submitted within the time specified at no expense to the Town. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense. Each individual sample must be labeled with bidder's name and manufacturer's brand name and number.

1.48 PUBLIC ENTITY CRIMES

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 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 in excess of the threshold amount provided in Florida Statutes, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.49 DISCRIMINATION

Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

1.50 DRUG-FREE WORKPLACE PROGRAM

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

1.51 CONE OF SILENCE

(a) Prohibited communication. Except as set forth in subsection (d), during the course of a competitive solicitation, a cone of silence shall be in effect between:

(1) Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a competitive solicitation or that is subject to being evaluated or having its response evaluated in connection with a competitive solicitation, including a person or entity's representative; and

(2) Any Town Councilmember, the Town Administrator or any person or group of persons appointed or designated by the Town Council or the Town Administrator to evaluate, select, or make a recommendation to the Town Council or the Town Administrator regarding a competitive solicitation, including any member of the selection committee.

(b) Effective dates. A cone of silence shall begin and shall end for competitive solicitations as follows:

(1) A cone of silence shall be in effect during a competitive solicitation process beginning upon the advertisement for the competitive solicitation or during such other procurement activities as declared by the Town Council.

(2) The cone of silence shall terminate at the time the Town Council or Town Administrator takes final action or gives final approval of a contract, rejects all bids or responses to the competitive solicitation, or takes other action which ends the competitive solicitation process.

(c) Notice. When the cone of silence becomes effective for a particular competitive solicitation, the Town Administrator or designee shall provide notice of the cone of silence to the Town Council. The solicitation document for the goods or services shall generally disclose the requirements of this section. Notice of the termination of the cone of silence shall be provided in the award documentation to the Town Administrator and /or Town Council.

(d) Permitted communication.

(1) The cone of silence shall not apply to written or oral communications with legal counsel for the Town or the Procurement Division staff for the Town.

(2) Nothing contained in this section shall prohibit any person or entity subject to this section from:

a. Making public presentations at pre-bid conferences or at a selection or negotiation meeting related to the competitive selection.

b. Engaging in contract negotiations with the entity selected to negotiate the terms of the agreement or with the Town Council during a public meeting.

c. Making a scheduled public presentation to the Town Council during any public meeting related to the competitive solicitation.

d. Nothing contained in this section shall prohibit a Town Councilmember from initiating contact with a Vendor or Vendor's Representative and subsequent communication related thereto for the purpose of obtaining further information regarding the Competitive Solicitation.

e. Nothing in this section shall prohibit a Town Council, the Town Council office personnel, and other Town employees from communicating with each other except as prohibited under Chapter 119 of the Florida State Statutes.

f. Communicating with the person or persons designated in the competitive solicitation as the contact person for clarification or information related to the competitive solicitation. The contact person shall not be a member of the selection/evaluation committee, or the person designated to negotiate the agreement, except as otherwise provided for in subsection (d)(1) above.

(3) The Procurement Manager or designee and the Town Attorney or designee shall accept written communications from persons or entities subject to this section during the time a cone of silence is applicable to a competitive solicitation.

(e) Violations. Any action in violation of this section by a vendor or contractor shall be cause for disqualification of the bid or the proposal. The determination of a violation and the penalty shall be made by Town Council.

(f) Any employee violating this section shall be subject to disciplinary action by the Town Administrator up to and including termination.

(g) The cone of silence shall not apply to a competitive process which seeks to enter into a contract or award of money to perform governmental, quasi-governmental, social or

human services primarily for charitable, benevolent, humanitarian or other philanthropic purposes, such as the award of grants or support assistance to organized nonprofit entities that promote or assist with the care, education, health, standard of living or general welfare of people in the Town of Davie, or that promote or assist community or neighborhood enhancements.

1.52 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

It is hereby made part of this solicitation that the submission of any bid response to this advertised request constitutes a bid made under the same terms and conditions, for the same price, to other government agencies if agreeable by the bidder and the government agency.

At the option of the vendor/contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the vendor/contractor to use this contract shall do so independently of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received, and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

1.53 ACCESS TO RECORDS

The Town reserves the right to require the Contractor to submit to an audit. The Contractor shall provide access to all of its records which relate directly or indirectly to the Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to the Agreement, as specified in Florida Statute Chapter 119 and section 1.30 of this agreement, and upon request make them available to the Town following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the Town to ensure compliance with applicable accounting and financial standards at no cost to the Town.

1.54 TOWN WEBSITE

Bids, addenda, Intents to Award, and other information is available on the Procurement Division's "Procurement" page, which can be

found at: <https://www.davie-fl.gov/411/Procurement>.

1.55 DISCLAIMER

The Town of Davie may, in its sole and absolute discretion, accept or reject, in whole or in part, for any reason whatsoever any or all Bids; re-advertise this Bid; postpone or cancel at any time this Bid process; or, waive any formalities of or irregularities in the bidding process. Bids that are not submitted on time and/or do not conform to the Town of Davie's requirements will not be considered. After all bids are analyzed, organization(s) submitting bids that appear, solely in the opinion of the Town of Davie, to be the most competitive, shall be submitted to the Town of Davie's Town Administrator and/or Town Council, and the final selection will be made shortly thereafter with a timetable set solely by the Town of Davie. The selection by the Town of Davie shall be based on the bid, which is, in the sole opinion of the Town Administrator and/or Town Council of the Town of Davie, in the best interest of the Town of Davie. The issuance of this bid constitutes only an invitation to make presentations to the Town of Davie. The Town of Davie reserves the right to determine, at its sole discretion, the lowest responsive and responsible bidder. In all cases the Town of Davie shall have no liability to any contractor for any costs or expense incurred in connection with this bid or otherwise.

1.56 CONFIDENTIALITY

As a political subdivision, the Town of Davie is subject to the Florida Sunshine Act and Public Records Law. By submitting a Bid, Contractor acknowledges that the materials submitted with the Bid and the results of the Town of Davie's evaluation are open to public inspection and subject to disclosure upon proper request. Contractor should take special note of this as it relates to proprietary information that might be included in its Bid.

1.57 ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of the Agreement, the order of precedence is as follows:

- A. The terms and conditions of the agreement
- B. The Town of Davie's solicitation and any associated addenda and attachments thereof, and
- C. The Contractor's Proposal.

1.58 NATURE OF THE AGREEMENT

The Agreement incorporates and includes all negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in the Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of the Agreement that are not contained in the Agreement, and that the Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning the Agreement shall be of no force or effect, and that the Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the Town in all aspects of the Services performed hereunder.

The Contractor acknowledges that the Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in the Agreement but necessary to carrying out its intent are required by the Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.

The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the Town's Project Manager.

The Contractor acknowledges that the Town shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations.

The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the Town. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the Town with input regarding the time and cost to implement said changes and in

executing the activities required to implement said changes.

1.59 PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the Town's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in the total amount submitted on the Bid Form. The Town shall have no obligation to pay the Contractor any sum(s) in excess of this amount, except for a change and/or modification to the Contract which is approved and executed in writing by the Town and the Contractor.

All Services undertaken by the Contractor before Town's approval of this Contract shall be at the Contractor's risk and expense.

1.60 PRICING

Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods; however, the Contractor may offer incentive discounts to the Town at any time during the Contract term, including any renewal or extension thereof.

1.61 GUARANTEE

The Contractor shall be responsible for technically deficient designs, reports, or studies due to its errors and omissions, and shall promptly correct or replace all such deficient work due to its errors and omissions without cost to Town upon the request of the Town for five years after the date of acceptance of the project by the Town, which are judged to have been in error by a court of competent jurisdiction. Contractor shall also be responsible for the cost of correcting deficient construction which was built from technically deficient designs, where applicable. Payment in full by the Town for work performed does not constitute a waiver of this guarantee.

1.62 MANNER OF PERFORMANCE

A. The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the Town in accordance with the terms and conditions of the Agreement. The Town shall be entitled to a satisfactory

performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the Town, the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.

- B. The Contractor agrees to defend, hold harmless and indemnify the Town and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the Town, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the Town. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.
- C. The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any of its personnel upon reasonable request from the Town, should the Town make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- D. The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- E. The Contractor shall at all times cooperate with the Town and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- F. The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations

that are applicable to the performance of the Agreement.

1.63 INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under the Agreement, an independent contractor, and not an employee, agent or servant of the Town. All persons engaged in any of the work or services performed pursuant to the Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the Town shall be that of an independent contractor and not as employees and agents of the Town.

The Contractor does not have the power or authority to bind the Town in any promise, agreement or representation other than specifically provided for in the Agreement.

1.64 AUTHORITY OF THE TOWN'S PROJECT MANAGER

- A. The Contractor hereby acknowledges that the Town's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, the Agreement including but not limited to: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- B. The Contractor shall be bound by all determinations or orders and shall promptly comply with and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- C. The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager.

In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in the section below. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

- D. In the event of such dispute, the parties to the Agreement authorize the Town Administrator or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the Town Administrator's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the Town Administrator within 10 days of the occurrence, event or act out of which the dispute arises.

The Town Administrator may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of the Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the Town Administrator participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the Town Administrator for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. The parties agree that whenever the Town Administrator is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be deemed fair and impartial when exercised or taken. The Town Administrator shall render a decision in writing and deliver a copy of the same to the Contractor.

Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor and the Town reserve the right to pursue any remedies available under law after exhausting the provisions of this Article.

1.65 MUTUAL OBLIGATIONS

- A. The Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- B. Nothing in the Agreement shall be construed for the benefit, intended or otherwise, of any third party.
- C. In those situations where the Agreement imposes an indemnity or defense obligation on the Contractor, the Town may, at its expense, elect to participate in the defense if the Town should so choose. Furthermore, the Town may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter Contractor agrees to pay the Town's costs, attorney's fees and/or any resulting judgment or settlement from the Contractor.

1.66 QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers shall retain such records, and all other documents relevant to the Services furnished under the Agreement for a period of three (3) years from the expiration date of the Agreement and any extension thereof.

1.67 AUDITS

The Town, or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of the Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and those of its

subcontractors and suppliers which apply to all matters of the Town as needed. Such records shall conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to the Agreement.

The Contractor agrees to grant access to the Town's Auditor to all financial and performance-related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

1.68 SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the Town in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

1.69 SUBCONTRACTUAL RELATIONS

- A. If the Contractor will cause any part of the Agreement to be performed by a subcontractor, the provisions of this Contract will apply to such subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- B. The Contractor, before making any subcontract for any portion of the services, will state in writing to the Town the name of the proposed subcontractor, the portion of the Services which the subcontractor is to do, the place of business of such subcontractor, and such other information as the Town may require. The Town will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the Town.
- C. Before entering into any subcontract hereunder, the Contractor will inform the

subcontractor fully and completely of all provisions and requirements of the Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such subcontractor will strictly comply with the requirements of this Contract.

- D. In order to qualify as a subcontractor satisfactory to the Town, in addition to the other requirements herein provided, the subcontractor must be prepared to prove to the satisfaction of the Town that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the subcontractor must show to the satisfaction of the Town that it has satisfactorily performed services of the same general type which is required to be performed under the Agreement.
- E. The Town shall have the right to withdraw its consent to a subcontract if it appears to the Town that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under the Agreement. All subcontractors are required to protect the confidentiality of the Town and Town's proprietary and confidential information. Contractor shall furnish to the Town copies of all subcontracts between Contractor and subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the Town permitting the Town to request completion of performance by the subcontractor of its obligations under the subcontract, in the event the Town finds the Contractor in breach of its obligations, and the option to pay the subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the Town to any subcontractor hereunder as more fully described herein.

1.70 ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the Town were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events, the Town makes no

representations or guarantees, the Town shall not be responsible for the accuracy of the assumptions presented, the Town shall not be responsible for conclusions to be drawn there from, and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risks associated with using this information.

1.71 SEVERABILITY

If the Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from the Agreement without affecting the binding force of the Agreement as it shall remain after omitting such provision.

1.72 TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

- A. The Town and/or the CRA, may terminate the Agreement and pursue all remedies available at law if an individual or corporation or other entity attempts to meet its contractual obligation with the Town and/or the CRA through fraud, misrepresentation or material misstatement.
- B. The Town and/or the CRA, may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the Town and/or the CRA. Such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including but not limited to attorney's fees and costs.
- C. Contractor acknowledges and agrees that ten dollars (\$10.00) of the compensation to be paid by the Town and/or the CRA, the receipt and adequacy of which is hereby acknowledged by Contractor, is given specific consideration to Contractor for the Town's and the CRA's right to terminate this Agreement for convenience.
- D. The Town, through its Town Administrator, and/or the CRA through its Executive Director, and for its convenience and without cause, may terminate the Contract at any time during the term by giving written notice to consultant/contractor of such termination; which shall become effective within fifteen (15) days following receipt by the Contractor of such notice. If the Contract is terminated for convenience by

RFP# JA-23-59 Chemical System Maintenance and Repair Services

the Town and/or the CRA, the Contractor shall be paid for any services satisfactorily performed up to the date of termination; following which the Town and/or the CRA shall be discharged from any and all liabilities, duties, and terms arising out, or by virtue of, this Contract.

- E. The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the Town and/or the CRA through fraud, misrepresentation or material misstatement may be debarred from Town and CRA contracting in accordance with the Town debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Town's Procurement Policies and Procedures Manual.

In addition to cancellation or termination as otherwise provided in the Agreement, the Town and/or the CRA may at any time, in its sole discretion, with or without cause, terminate the Agreement by written notice to the Contractor and in such event:

- F. The Contractor shall, upon receipt of such notice, unless otherwise directed by the Town and/or the CRA:
1. Stop work on the date specified in the notice ("the Effective Termination Date");
 2. Take such action as may be necessary for the protection and preservation of the Town's and/or the CRA's materials and property;
 3. Cancel orders;
 4. Assign to the Town and/or the CRA and deliver to any location designated by the Town and/or the CRA any non-cancelable orders for Deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement and not incorporated in the Services;
 5. Take no action which will increase the amounts payable by the Town under the Agreement.
- G. In the event that the Town and/or the CRA exercises its right to terminate the Agreement pursuant to this Article the

Contractor will be compensated as stated in the payment Articles, herein, for the:

1. Portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
2. Non-cancelable Deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement but not incorporated in the Services.

- H. All compensation pursuant to this Article is subject to audit.

1.73 EVENT OF DEFAULT

- A. An Event of Default shall mean a breach of the Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:
1. The Contractor has not delivered Deliverables on a timely basis;
 2. The Contractor has refused or failed, except in any case for which an extension of time is provided, to supply enough properly skilled staff personnel;
 3. The Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
 4. The Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
 5. The Contractor has failed to obtain the approval of the Town where required by the Agreement;
 6. The Contractor has failed to provide "adequate assurances" as

RFP# JA-23-59 Chemical System Maintenance and Repair Services

required under subsection "B" below; and

7. The Contractor has failed in the representation of any warranties stated herein.

- B. When, in the opinion of the Town or the CRA, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the Town or the CRA may request that the Contractor, within the time frame set forth in the Town's or the CRA's request, provide adequate assurances to the Town or the CRA, in writing, of the Contractor's ability to perform in accordance with terms of the Agreement. Until the Town or the CRA receives such assurances the Town or the CRA may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the Town or the CRA the requested assurances within the prescribed time frame, the Town may:

1. Treat such failure as a repudiation of the Agreement;
2. Resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

- C. In the event the Town and/or the CRA shall terminate the Agreement for default, the Town, the CRA, or their designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

1.74 REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

- A. Lost revenues;
- B. The difference between the cost associated with procuring Services hereunder and the amount actually expended by the Town for

procurement of Services, including procurement and administrative costs; and,

- C. Such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The Town may also bring any suit or proceeding for specific performance or for an injunction.

1.75 PATENT AND COPYRIGHT INDEMNIFICATION

- A. The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: services, equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.

- B. The Contractor shall be liable and responsible for any and all claims made against the Town or the CRA for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the Town's or the CRA's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, defend, and hold harmless the Town and the CRA and defend any action brought against the Town with respect to any claim, demand, and cause of action, debt, or liability.

- C. In the event any Deliverable or anything provided to the Town or the CRA hereunder, or a portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation, at the Town's or CRA's option, to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at the Contractor's expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the Town or the CRA, at the Contractor's expense, the rights provided under the Agreement to use the item(s).

- D. The Contractor shall be solely responsible

for determining and informing the Town and/or the CRA whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The Town or the CRA may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the Town's judgment, use thereof would delay the Work or be unlawful.

- E. The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

1.76 PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, the Town of Davie is subject to the provisions of Florida's Public Records Law.

The Contractor acknowledges that all computer software in the Town's possession or the CRA's possession may constitute or contain information or materials which the Town or the CRA has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the Town or the CRA has developed at its own expense, the disclosure of which could harm the Town's proprietary interest therein.

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the Town's property, or the CRA's property, any computer programs, data compilations, or other software which the Town has developed, has used or is using, is holding for use, or which are otherwise in the possession of the Town (hereinafter "Computer Software"). The Contractor acknowledges and agrees that all third-party license agreements must also be honored by the contractors and their employees, except as authorized by the Town or the CRA and, if the Computer Software has been leased or purchased by the Town or the CRA, all third party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis,

telecommunications, personal computers and any and all information technology software.

The Contractor will report to the Town any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the Town's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

1.77 PROPRIETARY RIGHTS

- A. The Contractor hereby acknowledges and agrees that the Town and the CRA retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the Town and the CRA to the Contractor hereunder or furnished by the Contractor to the Town and/or created by the Contractor for delivery to the Town, even if unfinished or in process, as a result of the Services the Contractor performs in connection with the Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under the Agreement. The Contractor shall not, without the prior written consent of the Town, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under the Agreement shall not be construed as publication in derogation of the Town's copyrights or other proprietary rights.
- B. All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the Town, hereinafter referred to as "Developed Works" are works for hire and are the property of the Town.
- C. Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without

the prior written consent of the Town, except as required for the Contractor's performance hereunder.

Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all licensed software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the Town or the CRA so desire, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such licensed software and the associated specifications, technical data and other documentation for the operations of the Town, the CRA or entities controlling, controlled by, under common control with, or affiliated with the Town, or the CRA, or organizations which may hereafter be formed by or become affiliated with the Town or the CRA. Such license specifically includes, but is not limited to, the right of the Town or the CRA to use and/or disclose, in whole or in part, the technical documentation and licensed software, including any source code provided hereunder, to any person or entity outside the Town for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the Town, the CRA, or entities controlling, controlled by, under common control with, or affiliated with the Town, the CRA, or organizations which may hereafter be formed by or become affiliated with the Town or the CRA. No such licensed software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

1.78 ETHICS

In accordance with Section 2-330 of the Town's Code requires that the town shall not purchase any goods or services from any person who is actively employed by the Town of Davie or from any business or entity of which the employee or the employee's spouse or child is an agent, officer, partner, director or proprietor or in which they have a material interest or discretionary authority. Any such individual or business shall be disqualified from participating in any bidding

activity for purchases by the town unless specifically authorized by action of the town council. Furthermore all bidders are subject to follow the SECTION 1-19 OF THE BROWARD COUNTY CODE.

1.79 LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and Town orders, statutes, ordinances, rules and regulations which may pertain to the Services required under the Agreement, including but not limited to:

- A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- B. Occupational Safety and Health Act (OSHA) as applicable to this contract.
- C. "Conflicts of Interest" Section 1-19 of the County Code, and Ordinance 2011-19.
- D. Florida Building Code (FBC).
- E. Notwithstanding any other provision of the Agreement, Contractor shall at all times conduct its operations in a safe and sound manner.

1.80 NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. By entering into this Contract with the Town, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the Town to be in violation of the Act, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit or the Contractor violates the Act during the term of

this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

1.81 CONFLICT OF INTEREST

The Contractor represents that:

- A. No officer, director, employee, agent, or other consultant of the Town or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of the Agreement.
- B. There are no undisclosed persons or entities interested with the Contractor in the Agreement. The Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the Town, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:
 - 1. Is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of the Agreement, or in the services, supplies or work, to which the Agreement relates or in any portion of the revenues; or
 - 2. Is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge, any subcontractor or supplier to the Contractor.
- C. Neither the Contractor nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligations under the Agreement; provided that the Town, in its sole discretion, may consent in writing to such a relationship, and provided the Contractor provides the Town with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the Town's best interest to consent to such relationship.

- D. The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under the Agreement and those provided by statute, the stricter standard shall apply.
- E. In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the Town's Project Manager. Contractor shall thereafter cooperate with the Town's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

1.82 PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor, its employees, agents, subcontractors and suppliers, without the express written consent of the Town:

- A. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the Town, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the Town. Such approval may be withheld if for any reason the Town believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- B. Represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the Town, except as may be required by law.

1.83 BANKRUPTCY

The Town reserves the right to terminate this contract if, during the term of any contract the Contractor has with the Town, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

1.84 GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida.

1.85 SURVIVAL

The parties acknowledge that any of the obligations in the Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the Town under the Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

1.86 CANCELLATION FOR UNAPPROPRIATED FUNDS

The obligation of the Town for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

1.87 ASBESTOS STATEMENT

All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the project he will supply only material or equipment that is 100% asbestos free.

1.88 VERBAL INSTRUCTIONS PROCEDURE

No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any Town employee. Only those communications which are in writing from an authorized Town representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the Town as duly authorized expressions on behalf of Contractors.

1.89 COST ADJUSTMENTS

The cost for all items as quoted herein shall remain firm for the term of the contract. Costs for subsequent years and any extension term years shall be subject to an adjustment only if

increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 3% per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPU-U) (National) as published by the Bureau of Labor Statistics, U.S. Dept. of Labor. The yearly increase or decrease in the CPI shall be that latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one year prior. Any requested cost increase shall be fully documented and submitted to the Town at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the Town shall have the right to receive from the Contractor reduction in costs that reflect such cost changes in the industry. The Town may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the Town does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the Town, the contract can be cancelled without penalty by the Town upon giving thirty (30) days written notice to the Contractor.

1.90 EQUITABLE ADJUSTMENT

The Town of Davie may, in its sole discretion, make an equitable adjustment in the Contract Terms and conditions and/or pricing. If pricing or availability of supply is affected by extreme or unforeseen volatility in the marketplace that satisfy all the following criteria: 1) the volatility is due to causes wholly beyond the successful bidder's control; 2) the volatility affects the marketplace or industry, not just the particular successful bidder's source of supply; 3) the effect on pricing or availability of supply is substantial; and 4) the volatility so affects the successful bidder that continued performance of the Contract would result in substantial loss. Any adjustment would require irrefutable evidence and written approval by the Procurement Manager, Town Administrator or Mayor and Council depending on the contract threshold and original signature authority established by Town of Davie Code Section 2-319. The Town may elect to provide a one-time increase, an increase for a predetermined period or an increase for the remainder of the contract. In the event of any market decreases the bidder shall in good faith provide the Town with reduced pricing.

1.91 PROHIBITION OF INTEREST

No contract will be awarded to a bidding firm who has Town elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and Town Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder or termination of the agreement, removal of the Bidder from the Town's bidder lists, and prohibition from engaging in any business with the Town.

1.92 NO CONTINGENT FEES

Vendor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Vendor to solicit or secure the Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Vendor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of the Agreement. For the breach or infraction of this provision, the Town shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

1.93 E-VERIFY

Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Davie.

By entering into this Contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as

amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the Town as a result of the termination of this contract.

1.94 FORCE MAJEURE

The Agreement that is awarded to the successful proposer may provide that the performance of any act by the Town, the CRA, or Contractor hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the Town shall have the right to provide substitute service from third parties or Town forces and in such event the Town shall withhold payment due Contractor for such period of time. If the condition of force majeure exceeds a period of 14 days the Town may, at its option and discretion, cancel or renegotiate the Agreement.

1.95 BUDGETARY CONSTRAINTS

In the event the Town is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Contractor shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

1.96 ANNEXATION

Contractor agrees to extend all terms, conditions and pricing in the Agreement and any

amendments thereto, to any areas annexed into the Town.

1.97 LITIGATION VENUE

The parties agree that all litigation between them in the state courts shall exclusively take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District of Florida.

1.98 LITIGATION

The Town of Davie reserves the right to reject bids from bidders that are currently in litigation or that have previously been in litigation with the Town of Davie.

1.99 SOVEREIGN IMMUNITY

Nothing in the Agreement shall be interpreted or construed to mean that the Town or the CRA waives its common law sovereign immunity or the limits on liability set forth in Section 768.28, Florida Statute. Notwithstanding anything set forth in the Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the Town beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the Town for damages, regardless of the number or nature of claims in tort, equity, or Contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the Town, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

1.100 SUBMISSION AND RECEIPT OF BIDS

Bids having any erasures or corrections must be initialed and dated by the bidder in ink. This bid document shall be typewritten or filled in with pen and ink.

1.101 SOLID WASTE CONSTRUCTION AND DEMOLITION DEBRIS COLLECTION AND DISPOSAL REQUIREMENTS FOR BIDDING JOBS IN THE TOWN OF DAVIE

The Town of Davie has an exclusive solid waste franchise agreement with Coastal Waste & Recycling, Inc., Inc. of Florida for the collection and disposal of all solid waste including construction and demolition (C & D) debris as defined within Florida Statutes Chapter 403. All

applicants for bids to perform construction work for the Town of Davie or the CRA shall be subject to the requirements found in the Town's exclusive solid waste franchise agreement and must contract with Coastal Waste & Recycling, Inc. for the collection and disposal of all construction and demolition debris generated at such construction job sites.

For the current applicable rates and fees for Coastal Waste & Recycling, Inc. dumpsters, roll-off containers, and other related solid waste service equipment needs, please contact Trevor Black, Coastal Waste & Recycling, Inc., Residential Supervisor, at 315-406-1957 or tblack@coastalwasteinc.com.

For further information related to bid specifications related to solid waste franchise requirements, please contact Brian O'Connor, Procurement Manager, at (954) 797-1016 or boconnor@davie-fl.gov.

For solid waste franchise enforcement questions, please contact the Town of Davie Program Division's representative at (954) 797-1045 or Danny Stallone, Code Compliance Official at (954) 693-8237.

PLEASE BE ADVISED THAT THE FAILURE OF ANY BIDDER FOR A CONSTRUCTION PROJECT FOR THE TOWN OF DAVIE, INCLUDING AND NOT LIMITED TO GENERAL CONTRACTORS AND DEVELOPERS, TO ADHERE TO THE REQUIREMENTS OF THE TOWN OF DAVIE'S EXCLUSIVE SOLID WASTE FRANCHISE AGREEMENT SHALL RESULT IN A NOTICE OF VIOLATION, CITATION OR SIMILAR CODE ENFORCEMENT ACTION BEING TAKEN AGAINST THE BIDDER. ENFORCEMENT ACTION MAY INCLUDE DENIAL OR REVOCATION OF A BID APPLICATION AND ITS APPROVAL. THE ENFORCEMENT ACTION WILL RESULT IN FINES AND LIENS UP TO \$15,000/DAY FOR IRREPARABLE VIOLATIONS, UP TO \$1,000/DAY FOR FIRST VIOLATIONS, UP TO \$5,000/DAY FOR REPEAT VIOLATIONS PLUS APPLICABLE COST RECOVERY AND ATTORNEY FEES.

1.102 SUSPENSION AND DEBARMENT

(a) Authority. The Procurement Manager shall provide written notice to any party under review for potential suspension and/or debarment. The notice shall state the grounds for the potential suspension and/or debarment and shall offer the party the opportunity to respond to those grounds in writing. The Procurement Manager may also hold a meeting with the party to discuss those grounds, if the Procurement

Manager determines a meeting is appropriate. After consideration of the party's written response and/or meeting with the party, the Procurement Manager may, after consultation with the Town Attorney's Office, suspend or debar the party from consideration for award of future Town contracts. For purposes of this Part, "party" means any individual or entity. Debarment shall not be for a period of more than five (5) years.

(b) Causes for Suspension. The Procurement Manager may suspend a party when the Procurement Manager has probable cause to debar the party. A vendor may not be suspended for longer than three (3) months unless the Town has commenced debarment proceedings against the vendor, in which case the suspension may last until the debarment proceedings are concluded.

(c) Causes for debarment or suspension. The causes for debarment or suspension include the following:

(1) Conviction for the commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;

(2) Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a contractor;

(3) Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals or contracts;

(4) Violation of contract provisions, as set forth below, of a character which is regarded by the Procurement Manager to be so serious as to justify debarment action:

a. Deliberate failure without good cause to perform in accordance with the contract documents or within the time limit provided in the contract;

b. A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one (1) or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment;

c. Refusal to perform a contract after a contract is accepted by the Town and awarded to the vendor;

d. If a party made material misrepresentations in response to or related to a solicitation;

e. If a party is debarred by another governmental entity;

f. Any other cause the Procurement Manager determines to be so serious and compelling as to affect the responsibility as a contractor, including, but not limited to, debarment by another governmental entity for any cause listed in regulations; or

g. Violation of the ethical standards set forth in section 2-330.

h. Violation of requirements in Section 2-320 – Code of Silence.

(d) Decision. The Procurement Manager shall issue a written decision to debar or suspend. The decision shall state the reasons for the action taken.

(e) Notice of decision. A copy of the decision under subsection (d) of this section shall be mailed or otherwise furnished immediately to the debarred or suspended person and any other party intervening.

(f) Appeal to the Special Magistrate. The decision to debar is final unless, within ten (10) calendar days from the date of receipt of the decision, a Notice of Appeal is filed with the Town Attorney requesting a hearing before the Town's Special Magistrate. A hearing before the Town's Special Magistrate will be scheduled within 30 days receipt of the Notice of Appeal. After hearing the matter, the Special Magistrate shall render a decision regarding suspension or debarment and decide whether, or to the extent to which, the debarment or suspension was in accordance with this section. The decision of the Special Magistrate shall be final and conclusive.

(g) Statute of limitations. There is no statute of limitations regarding debarment. The Procurement Manager may debar parties whose contracts have ended.

1.103 EMPLOYEE VERIFICATION

BACKGROUND

Contractor certifies and agrees that all personnel used in the performance of this work have had a criminal background check. The Town reserves the right to request copies of the criminal background check.

1.104 PROHIBITION AGAINST LOBBYING

During the solicitation of any bid or proposal, any firm and its agents, officers or employees who intend to submit, or who have submitted, bids or proposals shall not lobby, either individually or collectively, any Town Council members, candidates for Town Council or any employee of the Town. Contact should only be made through regularly scheduled Town Council meetings, or meetings scheduled through the Procurement Division for purposes of obtaining additional or clarifying information. Any action, including meals, invitations, gifts or gratuities by a submitting

firm, its officers, agents, or employees shall be within the purview of this prohibition and shall result in the immediate disqualification of that firm from further consideration.

During a formal solicitation process, contact with personnel of the Town of Davie other than the Procurement Manager and/or designated representative regarding any such solicitation may be grounds for elimination from the selection process.

1.105 INSPECTOR GENERAL AND ETHICS

In accordance with Section 12.01 of the Broward County Code of Ordinances, the Contractor understands that this Contract may be subject to investigation and/or audit by the Broward County Inspector General. The Contractor understands and agrees to his obligations under this ordinance. The Contractor further understands and agrees that in addition to all other remedies and consequences provided by law the failure of the Contractor or its subcontractors to fully cooperate with the Inspector General, when requested, may be deemed by the Town to be a material breach of the Contract justifying its termination.

END OF SECTION

SECTION 2.0 INSURANCE REQUIREMENTS

| Insurance Checklist | | | |
|---------------------|----------|----------------|---|
| Insurance Type # | Required | Non-Applicable | <u>Insurance Types</u> |
| 1 | √ | | Commercial General Liability |
| 2 | √ | | Automobile Liability |
| 3 | √ | | Workers Compensation and Employers Liability |
| 4 | | √ | Builders Risk |
| 5 | | √ | Pollution Liability |
| 6 | | √ | Professional Liability including Errors and Omissions |
| 7 | | √ | Cyber Liability |
| 8 | | √ | Liquor Liability |
| 9 | | √ | Garage Keepers/Garage Liability |
| 10 | | √ | Other Insurance |

2.1 INSURANCE TYPES

The Contractor shall maintain and carry in full force during the Term the insurance required herein. Upon Town's notification, the Contractor shall furnish to the Procurement Management Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

1. Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 per occurrence for bodily injury and property damage, Products & Completed Operations with minimum limit of \$1,000,000, Personal and Advertising Injury with minimum limit of \$1,000,000. **Town of Davie must be shown as an additional insured with respect to this coverage. The mailing address of Town of Davie 8800 SW 36th Street, Davie, FL 33328, as the certificate holder, must appear on the certificate of insurance. When applicable, the Davie Community Redevelopment Agency must be shown as an additional insured with respect to this coverage. The mailing address to the Davie Community Redevelopment Agency is 8800 SW 36th Street, Davie, FL 33328.**
2. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$1,000,000 per person and \$1,000,000 per occurrence. **Town of Davie must be shown as an additional insured with respect to this coverage. The mailing address of Town of Davie 8800 SW 36th Street, Davie, FL 33328, as the certificate holder, must appear on the certificate of insurance. When applicable, the Davie Community Redevelopment Agency must be shown as an additional insured with respect to this coverage. The mailing address to the Davie Community Redevelopment Agency is 8800 SW 36th Street, Davie, FL 33328.**
3. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440. Must include Employers' Liability with a minimum limit of \$100,000 each accident, Disease each employee minimum limit of \$100,000, Disease policy limit of \$500,000. Should the Contractor be exempt from this Statute, the Contractor and each employee shall hold the Town harmless from any injury incurred during performance of the Contract. The exempt contractor shall also submit a written statement detailing the number of employees and that they are not required to carry Worker's Compensation insurance, and do not anticipate hiring any additional employees during the term of this contract or a copy of a Certificate of Exemption.

4. Builders Risk Insurance shall be afforded by the Contractor, at its expense, with full theft, windstorm, fire and extended coverage on Improvements constructed, and personal property located on the premises by the Contractor, for the benefit of the Town and the Contractor, as each party's interests may appear, in an amount not less than one hundred percent (100%) of the replacement value of the completed Improvements or new construction. Such insurance shall provide that the interest of the Town is included as a loss payee and contain a waiver of subrogation rights by the Contractors carrier against the Town. **Town of Davie must be shown as an additional insured with respect to this coverage. The mailing address of Town of Davie 8800 SW 36th Street, Davie, FL 33328, as the certificate holder, must appear on the certificate of insurance. When applicable, the Davie Community Redevelopment Agency must be shown as an additional insured with respect to this coverage. The mailing address to the Davie Community Redevelopment Agency is 8800 SW 36th Street, Davie, FL 33328.**
5. Pollution Liability Insurance must be afforded for Bodily Injury and Property Damage of not less than \$1,000,000 each claim. **Town of Davie must be shown as an additional insured with respect to this coverage. The mailing address of Town of Davie 8800 SW 36th Street, Davie, FL 33328, as the certificate holder, must appear on the certificate of insurance. When applicable, the Davie Community Redevelopment Agency must be shown as an additional insured with respect to this coverage. The mailing address to the Davie Community Redevelopment Agency is 8800 SW 36th Street, Davie, FL 33328.**
6. Professional Liability Insurance including Errors and Omissions with minimum limits of \$1,000,000.00 per occurrence, if occurrence form is available; or claims made form with "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage," Consultant/Firm may submit annually to the Town a current Certificate of Insurance proving claims made insurance remains in force throughout the same (3) year period.
7. Cyber Liability Insurance must be afforded for Data Breach, Media Content, Privacy Liability and Network Security of not less than \$1,000,000 each claim. **Town of Davie must be shown as an additional insured with respect to this coverage. The mailing address of Town of Davie 8800 SW 36th Street, Davie, FL 33328, as the certificate holder, must appear on the certificate of insurance. When applicable, the Davie Community Redevelopment Agency must be shown as an additional insured with respect to this coverage. The mailing address to the Davie Community Redevelopment Agency is 8800 SW 36th Street, Davie, FL 33328.**
8. Liquor Liability Insurance must be afforded when a licensee, vendor, concessionaire, independent contractor, or subcontractor is engaged in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages while on Town property. Coverage must be afforded for Bodily Injury and Property Damage of not less than \$1,000,000 Combined Single Limit each occurrence. **Town of Davie must be shown as an additional insured with respect to this coverage. The mailing address of Town of Davie 8800 SW 36th Street, Davie, FL 33328, as the certificate holder, must appear on the certificate of insurance. When applicable, the Davie Community Redevelopment Agency must be shown as an additional insured with respect to this coverage. The mailing address to the Davie Community Redevelopment Agency is 8800 SW 36th Street, Davie, FL 33328.**
9. Garage Liability Insurance must be afforded for Bodily Injury and Property Damage of not less than \$1,000,000 each claim. **Town of Davie must be shown as an additional insured with respect to this coverage. The mailing address of Town of Davie 8800 SW 36th Street, Davie, FL 33328, as the certificate holder, must appear on the certificate of insurance. When applicable, the Davie Community Redevelopment Agency must be shown as an additional insured with respect to this coverage. The mailing address to the Davie Community Redevelopment Agency is 8800 SW 36th Street, Davie, FL 33328.**

2.2 INSURANCE COVERAGE

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

- A. The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company,

Oldwick, New Jersey, or its equivalent, subject to the approval of the Town's Risk Management Division.

- B. Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will mail thirty (30) day written advance notice to the certificate holder and any additional insureds. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Town.**

NOTE: TOWN OF DAVIE CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.

- C. Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in the Agreement.
- D. Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after Town notification to Contractor to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Town. If the Contractor fails to submit the required insurance documents in the manner prescribed in the Agreement within twenty (20) calendar days after Town notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Town.
- E. The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Town. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the Town at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Town shall suspend the Contract until such time as the new or renewed certificates are received by the Town in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Town may, at its sole discretion, terminate this contract.

END OF SECTION

SECTION 3.0 SPECIAL CONDITIONS

3.1 PERFORMANCE OF SERVICES

Contractor agrees to perform contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality workmanship shall be acceptable. Services, equipment and workmanship not conforming to the intent of the Agreement or meeting the approval of the Town may be rejected. Replacements and/or rework, as required, shall be accomplished on a timely basis at no additional cost to the Town.

Where an "or equal" is specified, the Town shall be the sole judge in determining equality. Any deviation from these specifications and/or changes during construction must be approved by the Town in writing. If specifications are in contradiction, or if they contain any errors or omissions, proposers shall notify the Procurement Division in writing at least by the RFI deadline stated below, or at the pre-bid conference, to allow sufficient time to resolve all discrepancies.

3.2 REQUESTS FOR INFORMATION (RFI)

Any questions regarding the specifications shall be addressed to the Procurement Manager by the deadline stated herein for receiving RFIs via e-mail at bids@davie-fl.gov.

Any oral instructions given are not binding. All questions and interpretations will be clarified in writing to all proposers by written addenda. Failure of a proposer to receive and/or acknowledge any addendum shall not release the proposer from any obligations under this bid.

3.3 MANDATORY PRE-PROPOSAL CONFERENCE & SITE VISIT

A Mandatory Pre-Proposal Conference will be held on MONDAY, JUNE 5TH, 2023 AT 1:30 PM EST, in the second floor Multipurpose Room of the Utilities Department, 7351 SW 30 St, Davie, FL 33314. A site visit will immediately follow. In order to be eligible to respond to this solicitation, proposers are required to attend the pre-proposal conference and site visit.

The sign in sheet will be available up until the commencement of the pre-proposal conference. Proposers are required to sign in PRIOR to the start of the conference. No one will be permitted to sign in after the meeting starts. Failure to do so will deem bidder absent to the pre-proposal conference and ineligible to respond to this solicitation.

There will be two sites visited after the pre-proposal conference. Vendors will be required to initial at the beginning of the visit at the first location and initial at the end of the visit at the last location, to ensure that everyone is safe and accounted for.

Site 1 - 7351 SW 30 St, Davie, FL 33314
Site 2 - 3500 NW 76 Ave, Hollywood FL 33024

Persons with disabilities requiring accommodations in order to participate should contact the Town Clerk at 954-797-1023 at least forty-eight (48) hours prior to the meeting to request such accommodation. If you are hearing or speech impaired, please contact the Florida Relay Service by using the following numbers: 1-800-955-8770 (voice) or 1-800-955-8771 (TDD).

3.4 SCHEDULE OF EVENTS

The Town will use the following tentative time schedule in the selection process. The Town reserves the right to change and/or delay scheduled dates.

| Event | Date |
|--|------------|
| RFP Available | 05/26/2023 |
| Mandatory Pre-Proposal Conference | 06/05/2023 |
| Last Date Receipt of RFIs (by 5:00 pm EST) | 06/09/2023 |
| Bids Due (2:00 pm EST) | 06/20/2023 |

3.5 EVALUATION & SELECTION METHOD AND CRITERIA

All responses will be reviewed and evaluated by a Review Committee to be designated by the Town Administrator or his/her designee. A recommendation for award will be submitted to the Town Administrator for final approval. The responses shall be evaluated based on the criteria below in order to determine the responses that are in the best overall interest of the Town.

Awards will be made only to responsible, licensed firms possessing the potential ability to perform successfully under the terms and conditions of these specifications. Proposers must be regularly engaged in the trade or trades relating to the proposals submitted.

1. Process

The selection process shall be as follows:

- A. The Review Committee (the "Committee") will first evaluate all firms' qualifications and references in accordance with the Evaluation Criteria below. The Committee shall rank and shortlist firms, where one (1) is the top ranked and so forth. In the event of a single ranking, the Review Committee will evaluate to determine if the sole respondent is in the best interest of the Town. The Review Committee will rank either with a one (1) to confirm negotiations with the sole respondent or a zero (0) to reject the sole respondent.
- B. At the Committee's discretion, top ranked firms may be asked to come in for oral presentations and/or interviews (continue to "D" below).
- C. If presentations are not requested, contract negotiations will then commence with the top ranked firm following Town Council shortlist approval.
- D. If firms are asked to come in for oral presentations and/or interviews:
 - i. Procurement will establish the schedule and firms will be notified within a reasonable time period (see schedule provided herein), in advance of the date, time and place of the presentations. Equal time will be allotted for each firm. The format may consist of formal presentations, questions and answers, and discussion for clarification purposes. The specific format for presentations will be provided to proposers with the notifications. Oral presentations and/or interview sessions will **not** be open to the public.
 - ii. After the oral presentations, interviews and/or proposer facility site visits, the Committee will then conduct a final ranking in accordance with the criteria in item "2" below to determine the top ranked firm considered to be the most capable of performing the required project in the best interest of the Town. The Committee's recommendation will be brought for approval.
- E. The Negotiations Team will negotiate a final agreement beginning with the best evaluated Respondent. Should negotiations be unsuccessful, the Negotiations Team will terminate negotiations with the firm and initiate negotiations with the second-ranked firm and so forth until successful negotiation.
- F. The department will then prepare the agenda item for the next available Council meeting and request the Town Council to approve the final contract, if applicable.

2. Evaluation Criteria

The selection of a Respondent with who to contract shall be based on the proposal most advantageous to the Town based on the “best value to the Town” using the following criteria:

- Best Overall Approach to the Scope of Services
- Firm Qualifications & Experience
- Resources and Availability
- Experience with Governmental Entities
- Client References and Past Performance
- Price Proposal
- Local Preference

3.6 COMPETENCY OF PROPOSERS

This signed bid shall be considered an offer on the part of the proposer or contractor, which offer shall be deemed accepted upon approval by the Town of Davie, if required, and in case of default on the part of the proposer or contractor after such acceptance, the Town of Davie may take such action as it deems appropriate including legal action for the damages or specific performance.

3.7 CONTRACTOR’S EQUIPMENT

All equipment shall be maintained in a safe operating condition while performing work under this contract. Contractor shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the Town shall direct the contractor to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the Town of Davie. The contractor shall be responsible for injury to persons caused by the operation of the equipment.

3.8 EMPLOYEES

Contractor shall provide licensed and insured technicians to perform all work as required by Local, State, and/or Federal Regulations. Contractor shall have “on-site” supervisor fully conversant in the safety procedures to be followed in case of injury and/or accident. All work must be performed following EPA requirements and OSHA safety standards and regulations.

Contractor shall assign an “On Duty” supervisor who speaks and reads English.

Contractor shall have its employees refrain from smoking in municipal buildings unless in those areas designated for smoking.

Contractor shall provide the Town with an emergency contact list identifying the names, positions held, phone numbers, and emails of account manager and/or field supervisor.

3.9 STORAGE OF MATERIALS

The contractor must provide for own storage of material and equipment, if needed. No on-site storage is permitted at the work area or other public areas; unless, it is pre-approved by the Town.

3.10 DISPOSAL OF WASTE

The contractor shall properly dispose, at its own cost, of any waste resulting from the work being performed in an approved facility at an approved site unless otherwise specified in this document. It is the bidder(s) responsibility to become familiar with the existing conditions of all the Town facilities that are included in this bid, to assist them determine the type of equipment necessary to successfully provide the specified services.

3.11 DAMAGE TO PUBLIC OR PRIVATE PROPERTY

If property (public or private) is damaged while contractor is performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the contractor in a manner acceptable to the Town of Davie prior to the final acceptance of the work. Contractor will be responsible for applying and securing any permits that may be required to complete such repairs. Such property shall include but not be limited to: existing facilities and all of its components, site amenities, concrete and/or asphalt surfaces, vehicles, structures, sidewalks, curbs and gutters, driveways, utilities, etc.

Contractor must provide protection necessary to prevent damage to property being repaired or replaced.

If the work site has any pre-existing damage, the Contractor shall notify the Utilities Department in writing. Failure to do so shall obligate the contractor to make repairs per the above section.

3.12 PAYMENT

Payment for work shall be authorized upon completion of all work specified in "Scope of Work" of this specification. Invoices will be subject to verification and approval by the department requesting the service.

3.13 INSPECTIONS

The Contractor and the Town of Davie's representative may meet once a job is completed to discuss any areas of concern. The dates and times for reviewing work will be mutually agreed to by both parties.

3.14 INITIAL CONTRACT PERIOD AND CONTRACT RENEWAL

The initial contract shall be for a period of three (3) years from execution of the agreement. In addition, the Town reserves the right to renew the contract for three (3) additional one (1) year periods, providing that both parties agree that all terms, conditions and specifications remain the same, contingent upon approval by the Town Administrator.

3.15 CONTRACT EXTENSION

In the event of a term contract for goods and services that is scheduled to end because of the expiration of the contract, the Contractor shall continue the service upon the request of the Town Administrator or designee. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the Town.

3.16 NEGOTIATIONS

Contract(s) may be awarded on the basis of offers received, without discussion. Therefore, proposals should contain the Proposer's best terms. Following the evaluation, ranking, and if deemed necessary facility site visits and/or oral presentations, the Evaluation Committee will recommend that a contract be negotiated with the top ranked responsive and responsible Proposer. The Town may enter into contract negotiations with the recommended Proposer or take such other action as it deems to be in the best interest of the Town.

3.17 CONTRACT AWARD

Any contract, as a result of this RFP, will be submitted to Town Administrator for considerations and may be submitted to the Town Council for their approval. The Contract award, if any, shall be made to

RFP# JA-23-59 Chemical System Maintenance and Repair Services

the proposer whose bid shall be deemed by the Town to be in the best interest of the Town. The Town's decision to make the award and which bid is in the best interest of the Town shall be final.

END OF SECTION

SECTION 4.0 CONTENT OF PROPOSAL

Proposals should include but not be limited to the following information:
Proposals should be submitted following the order outlined below.

1. Title Page- shall show the RFP's subject, title and proposal number; the firm's name; the name, address, and telephone number of a contact person; and the date of the proposal.
2. Table of Contents - shall provide listing of all major topics, their associated section number, and starting page.
3. Firm Qualifications and Experience
 - i. Overview of firm - include the location of the office to perform the work and explain the purpose of the firm.
 - ii. Individuals and Qualifications - identify and include qualifications of specific individuals to be assigned to the project. Resumes shall be submitted for each person.
 - iii. Subcontractors -list any sub-contractors that may be used to accomplish this service.
 - iv. Insurance Certifications -provide a copy of Certificates of Insurance evidencing coverage per Town's request.
 - v. Similar Projects- To demonstrate experience and success in conducting similar work, the proposer shall provide a minimum of three (3) references of similar size projects with appropriate reference information, concentrating only on those projects completed within the last five (5) years or currently underway. Please use the Client Reference Form attached to provide such information. NOTE: Please do not include projects completed or currently underway with the Town.
4. Staff Qualifications and Experience
 - i. Provide an organizational chart that includes identification of the project manager and individuals that will perform on-site work for this project.
 - ii. List qualifications of each employee that will be assigned to this contract. Qualifications can be submitted in the form of a resume.
 - iii. Identify point of contact for this contract.
5. Project Approach- State your firm's technical approach to the project and the interpretation of the scope of services. Define the adequacy of resources, including personnel, labor, equipment and supply resources.
6. Price Schedule - Complete and submit Price Proposal Form. The Town reserves the right to negotiate the pricing.
7. All required Town Forms.

It is the Proposer's responsibility to clearly identify and to describe the project approach in response to this RFP. Proposers are cautioned that organization of their response, as well as thoroughness is critical to the Town's evaluation process.

RFP# JA-23-59 Chemical System Maintenance and Repair Services

Proposals should be prepared simply and economically, providing a straight forward, organized, and concise description of the Proposer's ability to meet the requirements of the RFP.

The proposal shall be signed by a representative who is authorized to contractually bind the Contractor.

END OF SECTION

SECTION 5.0 SCOPE OF SERVICES

4.1 SCOPE OF SERVICES

The Contractor/s shall provide maintenance and repair work for chemical systems at the Town of Davie's two (2) water treatment facilities, one (1) wastewater treatment facility, one (1) reuse treatment facility and any associated offsite chemical systems in the distribution and collections systems. All work shall include labor, materials, equipment, temporary equipment, documentation, minor permitting, training and startup services.

4.2 EQUIPMENT TO BE SERVICED

The following are types of equipment that are located throughout all of the Town of Davie's water/wastewater treatment facilities and that the Contractor will be expected to repair and/or replace.

- Chemical metering skids and accessories
- Chemical metering pumps and pump controls
- Chemical storage tanks and associated piping
- Chemical injection piping from storage tanks to chemical metering pumps
- Chemical injection piping from chemical metering pumps to injection points
- Chemical Injection point flow meters
- Compound loop controllers and associated wiring
- Ultrasonic level sensors and associated wiring
- Chlorine, pH and fluoride analyzers and associated piping and wiring
- Temporary equipment supply
- Safety showers/eyewash

4.3 CONTRACTOR RESPONSIBILITIES

The Contractor shall be responsible for providing the following services;

- Testing of chemical systems
- Installation of chemical system equipment including piping, electrical, and instrumentation
- Minor permitting through the applicable regulatory agencies
- Small building installation
- Concrete pad installation
- Emergency spill response, including clean-up and proper disposal
- Documentation of work including Operation and Maintenance (O&M) manuals and record drawings
- Equipment startup services
- Setup and lease of temporary equipment
- Removal of all debris related to set up, repair, maintenance, etc.

- All applicable industry safety standards (OSHA, AWWA, NSF, etc)
- Other services and construction as required supporting the operations and maintenance of the Town of Davie's water, wastewater and reuse facilities chemical systems

4.4 CHEMICAL SYSTEMS

The Town of Davie currently has in place systems for the following chemicals:

- | | |
|-----------------------------------|-----------------------------|
| • Anti-scalent | • Lime |
| • Sulfuric acid | • Sodium hypochlorite |
| • Sodium hydroxide (caustic soda) | • Carbon dioxide |
| • Hydrofluosilicic acid | • Ammonia, Ammonium Sulfate |
| • Corrosion Inhibitor | • Polymer |
| • Odor Control | • Brine |

4.5 HOURLY RATES FOR MAINTENANCE

Business Hours - the Contractor shall provide a fixed hourly rate for work done during normal business hours, Monday through Friday, 7:00a.m. to 5:00p.m.

After Hours - the Contractor shall provide a fixed hourly rate for work done after normal business hours and on Saturday, Sundays and Holidays

The Town honors the following holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving and Day after, Christmas Eve and Christmas Day and New Year's Eve.

Emergency Services - The Contractor shall provide a fixed hourly rate for emergency services, after hours services and holidays, 5:00p.m. or later and weekends. The Contractor shall have the ability to respond for emergency repairs twenty-four (24) hours per day, seven (7) days per week. The Contractor shall be available via telephone, pager, or some other device at all times. Once the Town issues a call for emergency service, the Contractor must be able to reach the site of the emergency within four (4) hours, or shall demonstrate that conditions were such that travel to the site would be extremely hazardous or there was some extraordinary impediment preventing travel to the site. Should this be the case, the Contractor is required to immediately contact the requestor of the emergency service and communicate the problem.

Emergency service and after hours service must be authorized in writing by a Town representative.

The Town shall accept no proposal with a minimum charge stipulation.

NOTE: Man hours paid under this Contract shall be only for productive hours on the job site as determined by the Town. Time spent for transportation of workers, material acquisition, handling and delivery, or for movement of the Contractor's owned or rented equipment is not chargeable directly to Town but is overhead and all costs shall be included in the fixed hourly rates.

4.6 RESPONSE TIME

Any defective product or service or any product or service not delivered or performed by the date specified in a purchase order or Contract, may be procured by the Town on the open market, and any increase in cost may be charged against the Contractor. Any cost incurred by the Town in any re-procurement plus any increased product or service cost will be withheld from any monies owed to the Contractor by the Town for any Contract or financial obligation.

1. Non-Emergency - The Contractor shall respond to non-emergency service calls within four (4) hours by phone and be on-site within twenty-four (24) hours upon notification.
2. Emergency - The Contractor shall respond to emergency service calls within thirty (30) minutes by phone and be on-site within four (4) hours upon notification. It will be at the sole discretion of the Town to determine if the situation is an emergency or not.

4.7 POINT OF CONTACT

The Contractor shall provide to the Town a twenty-four (24) hour point of contact to include name and phone number, which will be able to meet the requirements provided for herein and more particularly described in Sections titled "Hourly Rates for Maintenance" and "Response Time."

4.8 ALL REPAIRS

All repairs shall be pre-approved on a verbal basis by the designated Town representative and a Purchase Order shall follow once the Contractor submits a written quote including a "Cut Sheet" if any pump, chemical injection unit and other components is to replace by a different type/style.

The Contractor shall make approved repairs at the hourly rates cost of materials plus mark-up for parts and materials supplied during general and emergency repairs. The Contractor shall submit a copy of the original invoice for any material purchased as a result of a repair.

- All materials to be used on the job, including, but not limited to, mounting hardware, pipe schedules, uni-strut and conduit type, etc. must be submitted and approved in the job quote.
- Town of Davie reserves the right to pre-select the type of materials to be used on any job.
- The Town shall not be responsible for the Contractor's negligence or lack of due care if the wrong materials are purchased or if materials are purchased without the pre-approved consent of an authorized Town representative.

Additional Services Provided by the usage of a rental equipment shall be considered the same as material plus markup. Invoices of rental equipment must be provided in order to receive payment. For all repairs, the Town reserves the right to utilize the Town's established purchasing policy and shall have the option to solicit additional quotes or request proposals for the repair as required, for any repairs that may be deemed necessary throughout the term of this contract.

4.9 STAFFING REQUIREMENTS

1. At all times during the term of this contract, the Contractor shall have in his employment a minimum of two (2) technicians to perform the service under this contract.
2. Technicians shall have performed maintenance/repair on similar equipment for at least two (2) years.
3. Technicians shall be in the Contractor's employment at the time of the Contractor submits their proposal.

4.10 BRAND NAME OR APPROVED EQUAL REQUIREMENTS

It is the Contractor's responsibility, that when called for a repair or maintenance, to familiarize itself with the Town's chemical systems and use the appropriate equipment manufacturer for the various piping and parts used in the system.

The Town shall not accept any other equipment manufacturers unless prior approval is obtained from a Town representative. The Contractor shall be responsible for providing all equipment, accessories, spare parts, and documentation and installation supervision required for any repair or maintenance.

4.11 WARRANTY

The products proposed shall have a minimum of a two (2) year warranty. This warranty shall cover all parts and labor necessary to make all repairs. The products shall have manufacturer's warranty against defective material, workmanship and failure to perform in accordance with required performance criteria.

Manufacturer shall warrant each repair against operational failure caused by defective material or faulty workmanship, which occurs during normal use and operation.

The Contractor shall provide all warranty information with repairs. This warranty shall cover all parts and labor associated with warranty repairs performed on site. It shall be the Contractor's responsibility to pick up, transport the equipment to their service department if necessary in order to accomplish the repairs and deliver the equipment back to the Town.

The Contractor shall have a warranty repair facility within a 100 mile radius of the Town. The Contractor shall satisfy the Town that they have an adequate service and repair facility capable of maintaining the equipment as recommended by the manufacturer.

4.12 SAFETY

The Contractor shall be responsible for the safe conduct of his/her personnel during the execution of the work detailed herein. The Contractor shall meet or exceed the standards set for by the Occupational Safety and Health Administration (OSHA) and requirements established by the Federal, State and Local agencies.

Should an unsafe condition be identified during the execution of this work, the Contractor shall immediately suspend such activity until a safe method can be employed.

4.13 PARTS

The Contractor shall keep an ample inventory of high use parts to ensure parts availability.

4.14 METHOD OF PAYMENT

Invoices for payment may be sent via mail to:

Town of Davie Utilities Department
ATT: Accounts Payable
7351 SW 30 St
Davie, FL 33314

Invoices for payment may be sent via email to: Utilitiesbilling@davie-fl.gov

The Contractor shall submit invoices upon acceptance by the Town. Invoices shall include, but are not limited to the following:

- Contractor's name
- Contactor's address and phone number
- The Town's Purchase Order number, Contract number
- Date of service
- Itemized description and pricing for materials
- Invoice from supplier for all purchased materials (as applicable)
- Number of employees that worked
- Number of hours worked by each employee
- Title of the employee
- Hourly rate times the number of hours worked

The Town will endeavor to make a payment on a correct invoice within thirty (30) days after receipt of an invoice acceptable to the Town.

END OF SECTION

SECTION 6.0 PRICE PROPOSAL FORM

| Hourly Rate | | |
|-------------|--|------------|
| ITEM | DESCRIPTION | UNIT PRICE |
| 1 | Regular time rate for service technician | \$ |
| 2 | Overtime/emergency rate for service technician | \$ |
| 3 | Regular time rate for service helper | \$ |
| 4 | Overtime rate for service helper | \$ |
| 5 | Regular time rate for day laborers | \$ |
| 6 | Overtime rate for day laborers | \$ |
| 7 | Regular time rate for engineering personnel | \$ |
| 8 | Overtime rate for engineering personnel | \$ |
| 9 | % Mark up for parts (materials and equipment cost) | _____ % |

Notes:

1. Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.
2. Alternate bids will not be considered unless authorized in the RFP document.

IMPORTANT: This signed proposal form shall be considered an offer on the part of the proposer. Failure to sign this form is grounds for immediate disqualification. By signing this document, you are affirming that you have read and understood the terms, conditions, and information included within this solicitation. That all the information provided above is true and accurate. That the business associated with this solicitation has not been debarred, convicted of a public entity crime, and does not have a conflict of interest in any manner as described herein. That you have the proper authority to sign this document and the ability to bind this business entity to the terms and conditions herein.

| |
|------------------------------|
| Vendor Name: |
| Authorized Signature: |
| Print Name: |
| Title: |

RFP Checklist

The following are requirements of this RFP, as indicated below. Use of this checklist may help ensure that your submission is complete.

Place a check mark in the "Done" column as you complete and enclose each item.

| Required | Done | Requirement |
|----------|------|---|
| √ | | Completed and Signed Price Proposal Form |
| √ | | Acknowledgement of Addenda (if any) |
| √ | | Local Preference Form (if applicable) |
| √ | | Client Reference Form |
| √ | | Bidder/Proposer Questionnaire |
| √ | | Vendor Registration Form |
| √ | | Licenses and/or Certifications (if applicable) |
| √ | | Proof of Insurance |
| √ | | Business Tax Receipt [Occupational License(s)] |
| √ | | State of FL Sunbiz <i>OR</i> State Registration (if not required to have State of FL Sunbiz) |
| √ | | W9 |

This checklist is for your guidance. Please read the entire RFP thoroughly to ensure that your submission is complete.

Proposer agrees to accept the VISA Procurement card for payment.
Circle one: YES OR NO

SECTION 7.0 REQUIRED FORMS**AFFIDAVIT OF ELIGIBILITY FOR LOCAL VENDOR PREFERENCE****(Davie Code of Ordinances Sec. 2-326)******Complete the boxes below as applicable:****

1. ___ My Business is located within the
- Town of Davie**
- .

| |
|---|
| Legal Name of Firm: |
| Taxpayer ID No.: |
| Physical Address: <i>SHALL NOT BE A P.O. BOX OR RESIDENCE</i> |
| Phone Number: |
| Email Address: |
| Has the business name changed since it was opened in Davie? Yes ___ No ___ |
| If yes, provide the previous business name: |
| Date your business was established in Town of Davie: |
| Business License Number: _____ Date Issued: _____ |
| The business employs _____ (insert a number) full time employees. |

2. ___ My Business is located within
- Broward County**
- .

| |
|--|
| Legal Name of Firm: |
| Taxpayer ID No.: |
| Physical Address: <i>SHALL NOT BE A P.O. BOX OR RESIDENCE</i> |
| Phone Number: |
| Email Address: |
| Has the business name changed since it was opened in Broward County? Yes ___ No ___ |
| If yes, provide the previous business name: |
| Date your business was established in Broward County: |
| Business License Number: _____ Date Issued: _____ |
| The business employs _____ (insert a number) full time employees. |

___ I have attached copies of applicable Business Tax Receipt(s) (REQUIRED).

The undersigned states that the forgoing statements are true and correct. The undersigned also acknowledges that any person, firm, corporation or entity intentionally submitting false information to the Town in an attempt to qualify for local preference shall be prohibited from bidding on Town of Davie products and services for a period of one (1) year.

Authorized Signatory: _____ Print Name: _____

CLIENT REFERENCE FORM

Provide a minimum of three (3) client references from recent similar transactions, be sure to include details/description of the project/service provided*.

1) Name of Client Entity: _____
Address: _____
City/State/Zip: _____
Contact: _____
Title: _____
Email Address: _____
Telephone: _____
Scope of Work: _____
*Description of Services Provided: _____

2) Name of Client Entity: _____
Address: _____
City/State/Zip: _____
Contact: _____
Title: _____
Email Address: _____
Telephone: _____
Scope of Work: _____
*Description of Services Provided: _____

3) Name of Client Entity: _____
Address: _____
City/State/Zip: _____
Contact: _____
Title: _____
Email Address: _____
Telephone: _____
Scope of Work: _____
*Description of Services Provided: _____

REQUIRED PROPOSER/BIDDER QUESTIONNAIRE

Name of Firm: _____ Date: _____

Primary Contact Person for this RFP: _____

Primary Contact Person Email Address: _____

Primary Contact Person Phone Number: _____

1. How many years has your firm been in business under its present business name?: _____

2. Under what other former name(s) has your firm operated?: _____

3. Have any similar agreements held by proposer for a similar project to the proposed project ever been canceled? Circle one: **No** **Yes** If yes, please explain: _____

4. Has the proposer or any principals of the firm failed to qualify as a responsible proposer, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? Circle one: **No** **Yes**

If yes, please explain: _____

5. Has the proposer or any principals of the firm ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? Circle one: **No** **Yes**

If yes, please explain and give date, court jurisdiction, action taken, and any other explanation deemed necessary: _____

6. Litigation/Judgements/Settlements/Debarments/Suspensions – Submit information on any pending litigation and any judgements and settlements of court cases relative to providing the services requested herein that have occurred within the last three (3) years. Also indicate if your firm has been debarred or suspended from bidding or proposing on a procurement project by any government entity during the last five (5) years. _____

7. Provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations.

VENDOR INFORMATION

Is this a form being filled out as a new application or an update to an existing application?

New Application ☐

Updating Application ☐

Vendor Name:

(Business Name Registered With The State OR Full Name If An Individual)

Mailing Address:

Remit to Address

(If Different from Mailing Address):

Contact Name:

Telephone:

Federal Tax ID Number:

Fax Number:

Company Email Address:

Business Website (If Applicable):

Emergency Contact Information

Please enter information the Town can use to contact you for disaster or emergency services below

Name

Contact Information

Have you been awarded any government contracts recently or in the past? If yes, please list the contract #'s, the agency, the service provided , and if it is still active.

Products & Services

In the space provided below please indicate any product or services that your firm provides

Ownership Disclosure

1. If the contract or business transaction is with a company, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and address are as follows (Post Office addresses are not acceptable):

| <u>Full Legal Name</u> | <u>Address</u> | <u>Ownership %</u> |
|------------------------|----------------|--------------------|
|------------------------|----------------|--------------------|

| |
|--|
| |
| |
| |
| |

2. The full legal names and business addresses of any other individual (other than subcontractors, materialmen, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest in the contract or business transaction with the Town are as follows (Post Office addresses are not acceptable):

| <u>Full Legal Name</u> | <u>Address</u> |
|------------------------|----------------|
|------------------------|----------------|

| |
|--|
| |
| |
| |
| |

3. The officers of the Corporation are as follows:

Name

Address

President: _____

Vice President: _____

Secretary: _____

Treasurer: _____

Registered Agent: _____

**TOWN OF DAVIE
CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135**

_____ does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Cuba or Syria.

Affirm:

TOWN OF DAVIE CERTIFICATION REGARDING DEBARMENT

Certification Regarding Debarment, Suspension And Other Responsibility Matters TO BE COMPLETED BY PROSPECTIVE VENDOR

A. The prospective Vendor certifies that it and its principals (subcontractors and suppliers):

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or involuntarily excluded by any Federal, State, County, City or Town or other government agency;
2. Have not within a three (3) year period preceding this bid proposal been convicted of or had a civil judgment entered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, City or Town or other local agency) transaction or contract; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) within commission of any of the offenses enumerated in paragraph (A)(2) of this certification; and
4. Have not within a three (3) year period preceding this bid proposal had one or more public contracts (Federal, State, City or Town or other agency) terminated for cause or default.

B. Where the prospective Vendor is unable to certify to any of the statements in this certification, an authorized signatory to this proposal shall complete, sign and attach a detailed explanation.

Affirm:

E-VERIFY FORM

Company/FirmName:

Vendor/Consultant/Contractor and any sub-contractors shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of the resulting Contract/Purchase Order, if awarded. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the Town as a result of the termination of this contract.

Vendor/Consultant acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- (a) all persons employed by Vendor/Consultant to perform employment duties within Florida during the term of the contract; and
- (b) all persons (including SUBCONTRACTORS/SUBVENDORS) assigned by Vendor/Consultant to perform work pursuant to the contract with the Department. The Vendor/Consultant acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Davie.

By executing this form, I, _____, being duly authorized by and on behalf of, Contractor, verify Contractor's compliance with Section 448.095, Fla. Stat. I hereby declare under penalty of perjury that the foregoing is true and correct.

Affirm:

Vendor or Contractor Conflict of Interest Disclosure Statement

What Defines A Conflict Of Interest According To The Town:

A. An officer, director, employee, agent, or other consultant of the Town or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with a grant of the Agreement with the Town or its Departments.

B. There are undisclosed persons or entities interested with the Contractor in the Agreement. The Agreement is entered into by the Contractor with a connection with another entity or person making a proposal for the same purpose, and possibly with collusion, fraud or conflict of interest. Elected or appointed officer(s) or official(s), director(s), employee(s), agent(s) or other consultant(s) of the Town, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:

- 1.) Is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of the Agreement, or in the services, supplies or work, to which the Agreement relates or in any portion of the revenues; or
- 2.) Is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge, any subcontractor or supplier to the Contractor.

DISCLOSURE OF CONFLICT OF INTEREST

VENDOR SHALL DISCLOSE BELOW, TO THE BEST OF HIS OR HER KNOWLEDGE, ANY TOWN OF DAVIE OFFICER OR EMPLOYEE, OR ANY RELATIVE OF ANY SUCH OFFICER OR EMPLOYEE AS DEFINED ABOVE AND IN SECTION 112.3135, FLORIDA STATUTES, WHO IS AN OFFICER, PARTNER, DIRECTOR OR PROPRIETOR OF, OR HAS A MATERIAL INTEREST IN THE VENDOR'S BUSINESS OR ITS PARENT COMPANY, ANY SUBSIDIARY, OR AFFILIATED COMPANY, WHETHER SUCH TOWN OFFICIAL OR EMPLOYEE IS IN A POSITION TO INFLUENCE THIS PROCUREMENT OR NOT.

Please indicate below if there is a Conflict Of Interest.

(Please select one option)

YES

NO

If you indicated yes above please list the names and relationships of those who you believe would lead to a conflict of interest in the space provided below

Name:

Relationship:

| | |
|-------|-------|
| <hr/> | <hr/> |
| <hr/> | <hr/> |
| <hr/> | <hr/> |

By signing this document you are affirming that you have read and understood the terms, conditions, and information above. That all the information provided above is true and accurate. That the business associated with this application has not been debarred and does not have a conflict of interest in any manner as described above. That you have the proper authority to sign this document.

Name & Title, Typed or Printed

Authorized Signature

Date

Additional Information

Certain forms are required in order for this vendor registration form to be processed. These forms are listed below.

- W-9 Form
- Business Tax Receipt [Occupational License(s)] (Required if Vendor is based in Broward County)

These forms must be received together with this registration form.

Note:

Email this registration form along with attachments to:

purchasing@davie-fl.gov

SOURCE OF INFORMATION SURVEY

How did you find out about this solicitation? Check all that apply:

1. www.davie-fl.gov

2. www.demandstar.com

3. The Sun-Sentinel

5. Referral/word-of-mouth Specify Source: _____

6. Search Engine/Internet search

7. E-mail Specify Source: _____

8. Banner or Link on another website

9. Flyer, newsletter, direct mail Specify Source: _____

10. Other, Specify Source: _____

Please note: This survey form is used for internal Procurement purposes only.

REASON FOR “NO BID”

For firms choosing NOT to bid/propose on this opportunity, the Town appreciates your response using this form.

Please return via email to bids@davie-fl.gov or procurement@davie-fl.gov:

1. Why did your firm chose not to respond to this opportunity?

Circle all that apply from below list: _____

- a. We do not offer these services or equivalent.
- b. Insufficient time to respond to the solicitation.
- c. Our project schedule would not permit us to perform.
- d. Unable to meet requirements.
- e. Other:

2. Additional remarks:

SAMPLE AGREEMENT ONLY

AGREEMENT No. [REDACTED]
BETWEEN THE TOWN OF DAVIE
AND
FIRM'S NAME [REDACTED]

THIS AGREEMENT is made and entered into as of this _____ day of _____, 202X by and between **Firm Name Here** a corporation organized and existing under the laws of the **State of** [REDACTED], with offices at **Complete Address Here** (hereinafter referred to as the "Contractor"), and the Town of Davie, a political subdivision of the State of Florida, having its principal office at 8800 SW 36th Street, Davie, FL 33328 (hereinafter referred to as the "Town").

WITNESSETH:

WHEREAS, the Contractor has offered to provide the materials and/or services and to be bound by the Plans and the terms and conditions of the **Request for Proposals/Qualifications ("RFP")/("RFQ") No.** [REDACTED] **Complete Title Here**, which includes the General Terms and Conditions of the Request for Proposals, Specifications, Bid Forms, and associated addenda attached hereto and incorporated herein as Exhibit "A", and the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B"; and

WHEREAS, the Contractor has submitted a written proposal dated **type their proposal date here**, hereinafter referred to as the "Contractor's Proposal", the terms of which are incorporated herein by reference as if fully set forth herein; and

WHEREAS, the Town desires to procure from the Contractor such services for the Town, in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. The Contractor agrees to provide the materials and/or services pursuant to and to be bound by the terms and conditions of the Request for Proposals, which includes General Terms and Conditions, Specifications, Bid Forms, and associated addenda and the terms of which are incorporated herein by reference as if fully set forth herein and attached hereto as Exhibit "A", and the Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".
2. The Town agrees to abide by and to be bound by the terms and conditions of the Request for Proposals, which includes General Terms and Conditions, Specifications, Bid Forms, and associated addenda attached hereto and incorporated herein as Exhibit "A", and by the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".
3. Contractor shall deliver materials and/or provide services in accordance with the terms and conditions of the Request for Proposals, Bid Forms and addenda attached hereto and incorporated herein as Exhibit "A" and with the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

4. The Town agrees to make payment in accordance with the terms and conditions of the Request for Proposals, Bid Forms and addenda attached hereto and incorporated herein as Exhibit “A” and with the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit “B”.

5. This Agreement and attachments hereto constitute the entire agreement between the parties hereto, and its provisions shall not be amended, except in writing, after formal approval by both parties.

6. This Agreement will commence as provided for in Agreement No. [REDACTED] unless Contractor is otherwise notified by the Town [or enter specific initial term and renewal terms here]. Any extension to this Agreement shall be in writing. The Town Administrator is authorized to extend or terminate this Agreement on behalf of the Town.

7. In addition to any other contractual indemnification provisions in Exhibit “A” or Exhibit “B” in favor of the Town, Contractor hereby agrees to indemnify and hold the Town harmless from any and all claims, suits, actions, damages, causes of action, and attorney’s fees, arising from any personal injury, loss of life, or damage to person or property sustained by reason of or as a result of the products or materials used or supplied in the performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on this _____ day of _____, 202X.

SAMPLE AGREEMENT ONLY

Registering for DemandStar



We are pleased to announce our membership in the DemandStar network. DemandStar is an online marketplace that connects our suppliers directly to the bids, quotes and RFPs that matter to them.

DemandStar is open and accessible to all businesses and provides instant access to our solicitations. By registering for your complimentary DemandStar account, you will receive:

- **Instant** access to bids, quotes and RFPs
- **Automatic** notifications, right to you inbox, of bids that match the commodity codes you select
- The ability to **quickly view** the contractual terms and scope of work
- All the **forms and documents** you need in one place
- Access to **more government bids** in neighboring cities, counties and states

It's EASY! Get started with these 3 easy steps!

1 REGISTER

Go to:

<https://www.demandstar.com/registration>

Create an Account with DemandStar

You are one step away from picking your free government agency

Email Address

Company Name

☐ I accept the DemandStar [Terms of Use](#) and [Privacy Policy](#)

Next



2 CHOOSE YOUR FREE AGENCY

Type in the name of the government agency you'd like to add, for example "City of Metropolis" in the Search Box

← Choose Your Free Agency

Receive full access to the government agency of your choice and receive advance notifications of new opportunities.

City of Metropolis ✕

Narrow down your search by selecting a state and county.

State

Select State ▼

County

Select County ▼

☐ City of Metropolis – Board of Commisioners

☐ City of Metropolis Purchasing

☒ Metropolis Technical College

3 CHECK OUT

Check out with your **FREE AGENCY**
Registration by clicking "Skip for now" on the page where it gives you options to add additional counties and States

You have chosen **Metropolis Technical College** as your free agency.
Add additional government agencies below for \$25 per County, Statewide and National subscriptions available.

My Subscriptions [0]

Nation (0)

States (0)

Counties (0)

| | | Your Current Rate |
|-------|-------------------|-------------------|
| Total | (0 subscriptions) | \$0/year |



Proceed to Checkout

Skip for Now

SIGN UP

Visit www.demandstar.com



Responding to an Electronic Bid

5 Step Instructions

Step 1

Many governments are moving toward requiring bid responses electronically. Here are the steps to respond to a bid Electronically.

- Click on the solicitation name

The screenshot shows a web interface for a procurement portal. At the top, there are tabs: 'Board', 'Bids' (highlighted in teal), 'Quotes', 'Coming Soon! Activities', 'Coming Soon! Messages', and 'Responses'. Below the tabs is a dark blue header bar. Underneath, there's a yellow arrow-shaped button labeled 'Bids'. To the right of this button is a 'Sort By' dropdown menu set to 'Due Date'. Below these elements is a list of three bid items. A red arrow points to the first item, 'TSEBIDVINO24JAN01'. Each item has a title, a description, an ID, broadcast and due dates, the number of planholders, and a 'Watch' link. Each item also has an 'Active' status button in an orange box.

| Bid Item | Description | ID | Broadcast | Due | Planholders | Watch | Status |
|-------------------|--|---------------------------------|-----------|-----------|-------------|-------|--------|
| TSEBIDVINO24JAN01 | City of Fort Pierce - Purchasing Department, Fort Pierce, AZ | BID-TSEBIDVINO24JAN01-0-2020/al | 1/24/2020 | 3/1/2020 | 3 | Watch | Active |
| AA-BB-CC-DD-EE | agency2.0, Texas, FL | EBID-001-946-00-0-2020/AD | 2/4/2020 | 2/29/2020 | 0 | Watch | Active |
| TESTBID | agency2.0, Texas, FL | | | | | | Active |

Step 2

Once you are in the solicitation, you will see the Bid Details page that is standard for all solicitations

- When you are ready to submit your bid, click on “Submit E-Bid Proposal”

TESTBID Active

Bid Details

| | |
|-----------------|-----------------------------|
| Agency Name | agency2.0 |
| Bid Writer | agency2.0 d |
| Bid ID | EBID-123456-Q-2020/AD |
| Bid Type | EBID - E-BID |
| Broadcast Date | 02/06/2020 9:40 AM Eastern |
| Fiscal Year | 2020 |
| Due | 02/23/2020 11:00 PM Eastern |
| Bid Status Text | BID STATUS |

Scope of Work

Scope to Work:

Documents

| Filename | Type | Date Modified | Status |
|----------|------------|---------------|----------|
| ferc | Attachment | 02/06/2020 | Complete |

Distribution Info

| | |
|--------------------------|--|
| Bid Bond | None |
| Plan (blueprint) | None |
| E-Bidding | Submit |
| Distributed By | DemandStar |
| Distribution Method | Download and Mail |
| Distribution Options | Bid has no blueprints associated with it |
| Project Estimated Budget | \$120,000.00 |
| Distribution Notes | None |

Publications

[View Legal Ad](#)

Pre-Bid Conference

No Pre-Bid Conference Date Found

Commodity Code

[001-946-00] FINANCIAL SERVICES

[Submit E-Bid Proposal](#)

Step 3

Enter information requested page-by-page and you can see what will come next via the menu bar on the left under “E-Bid Progress”



DEMANDSTAR

Dashboard Bids Quotes Coming Soon! Activities Coming Soon! Messages Responses

Robyn Gallardi

Home > Bids > TESTBID > My Ebid Response

Save & Finish Later Cancel

Bid Details

Agency Name agency2.0

Bid Number EBID-123456-0-2020/AD

Bid Due Date 02/29/2020 (PST)

Bid Opening 23 days, 04 hours, 23 minutes, 54 seconds Remaining

Bid Name TESTBID

E-Bid Progress

- Contact Information
- Documents Upload
- Review Bid

E-Bid Response

Contact Information

Company Name
Calgon Carbon Corporation

Address 1
P. O. Box 717

Address 2
Address 2 (optional)

City
Pittsburgh

Country United States of Ame... State/Province Pennsylvania

County Select... Postal Code 15230-0717

Phone Number 4127876810 Extension (optional)

Bid Amount 127,000 Invalid Alternate Bid Amount (optional)

Notes
For the full 6 month contract (optional)

Next

Step 4

After you click NEXT on the Contact Information page, you will be directed to enter the documents required. In this example, they only ask for one document, however, in others, they may ask for multiple documents that each need to be uploaded separately.

TIP:

There is a place for you to add “Supplemental”, i.e. non-required, documents.

The screenshot displays the DEMANDSTAR E-Bid Response interface. The top navigation bar includes links for Dashboard, Bids, Quotes, Activities, Messages, and Responses. The user is logged in as Robyn Gallardi. The breadcrumb trail shows: Home > Bids > TESTBID > My Ebid Response. Action buttons for 'Save & Finish Later' and 'Cancel' are in the top right.

Bid Details

- Agency Name: agency2.0
- Bid Number: EBID-123456-0-2020/AD
- Bid Due Date: 02/29/2020 (PST)
- Bid Opening: 23 days, 04 hours, 17 minutes, 21 seconds Remaining
- Bid Name: TESTBID

E-Bid Progress

- Contact Information (Completed)
- Documents Upload (Current Step)
- Review Bid (Upcoming)

E-Bid Response

Required Documents

The following documents are required by the agency for this project. Please select which documents you will be submitting electronically (online), and which ones you will submit directly to the agency (offline).

Agency Accepted File Formats

- Adobe Acrobat (*.PDF)
- AutoCAD Drawing (*.DWG)
- AutoCAD Drawing Web Format (*.DWF)
- GIF Image (*.GIF)
- JPEG Image (*.JPG)
- Microsoft Excel (*.XLS)
- Microsoft Excel (*.XLSX)
- Microsoft PowerPoint (*.PPT)
- Microsoft Word (*.DOC)
- Microsoft Word (*.DOCX)
- Plain Text (*.TXT)
- Plot file (*.PLT)
- Rich Text Format (*.RTF)
- TIFF Image (*.TIF)
- WordPerfect (*.WPD)
- ZIP Compressed Archive (*.ZIP)

| Required Document | Submission Option | Uploaded Document |
|-----------------------|-------------------|-------------------|
| Service Doc agency2.0 | None | Choose a file |

Supplemental Documents

You can upload additional documents here.

Document Title:

Step 4 continued

TIP:

There is a place for you to add “Supplemental”, i.e. non-required, documents.

Bid Details

Agency Name: agency2.0
Bid Number: EEIO-123456-0-2025/AO
Bid Due Date: 02/28/2025 (PST)
Bid Opening: 19 days, 13 hours, 28 minutes, 21 seconds Remaining
Bid Name: TESTBID

E-Bid Progress

- Contact Information
- Documents Upload
- Review Bid

E-Bid Response

Required Documents

The following documents are required by the agency for this project. Please select which documents you will be submitting electronically (online), and which ones you will submit directly to the agency (offline).

Agency Accepted File Formats

| | |
|--------------------------------------|--------------------------------|
| Adobe Acrobat (*.PDF) | AutoCAD Drawing (*.DWG) |
| AutoCAD Drawing (Web Format) (*.DWG) | GIF Image (*.GIF) |
| JPEG Image (*.JPG) | Microsoft Excel (*.XLS) |
| Microsoft Excel (*.XLSX) | Microsoft PowerPoint (*.PPT) |
| Microsoft Word (*.DOC) | Microsoft Word (*.DOCX) |
| Plain Text (*.TXT) | Plot File (*.PLT) |
| Rich Text Format (*.RTF) | TIFF Image (*.TIF) |
| WordPerfect (*.WP) | ZIP Compressed Archive (*.ZIP) |

| Required Document | Submission Option | Uploaded Document |
|-----------------------|-------------------|---------------------------|
| Service Doc agency2.0 | Electronic/Online | Service Doc agency2.0.TXT |

Supplemental Documents

You can upload additional documents here.

| Required Document | Submission Option | Uploaded Document |
|-----------------------|-------------------|--|
| Service Doc agency2.0 | Electronic/Online | Service Doc agency2.0.PDF |
| References | Electronic/Online | References.PDF |
| Plans | Online/Electronic | <input type="button" value="Choose a file"/> |

Step 5

Review Your E-Bid Response, and if everything is correct, then press “Submit Response”

You are done! And the government to which you’ve submitted this will download your responses and documents and see the day and time upon which you submitted your proposal.

The screenshot displays the DEMANDSTAR web application interface. The top navigation bar includes links for Dashboard, Bids, Quotes, Activities, Messages, and Responses. The user is logged in as Robyn Galiardi. The main content area is titled 'Review Your E-Bid Response' and is divided into two columns.

Left Column:

- Bid Details:**
 - Agency Name: agency2.0
 - Bid Number: EBYD-123456-9-2020/AD
 - Bid Due Date: 02/25/2020 (PST)
 - Bid Opening: 23 days, 04 hours, 10 minutes, 47 seconds Remaining
 - Bid Name: TESTBID
- E-Bid Progress:**
 - Contact Information
 - Documents Upload
 - Review Bid (Current Step)

Right Column:

- Contact Info:**
 - Company Name: Calgon Carbon Corporation
 - Address 1: P.O. Box 717
 - Address 2:
 - City: Pittsburgh
 - State: Pennsylvania
 - Country: United States of America
 - Postal Code: 15203-0717
 - Phone Number: 4127876810
 - Tax:
 - Bid Amount: 3127,000.00
 - Alternate Bid Amount:
 - Notes: For the full 6 month contract
- Agency Required Documents:**
 - Service Doc agency2.0(Electronic/Online)
- Supplemental Documents:**
 - References(Electronic/Online)
- Instructions:**

After clicking "Submit Response" the following process will begin:

 1. We will verify that your response is complete as entered.
 2. You will see a confirmation page with your confirmation number and date/time stamp of your upload.
 3. You will receive a confirmation e-mail indicating a successful response submittal.
 4. You may track your response submission under the Responses page.

If you do not receive any of the above, please call Supplier Services at (204) 940-0005.
- Buttons:** Previous, Submit Response (highlighted with a red arrow)

Conference Call/Online Meeting Instructions

Webex Event Instructions Link:

https://help.webex.com/en-us/kwmj5eb/Join-a-Cisco-Webex-Event#id_17240

WebEx Meeting Instructions Links

(Click appropriate link for instructions)

Desktop: https://help.webex.com/en-us/nrbgeodb/Join-a-Webex-Meeting#id_134856

Mobile: https://help.webex.com/en-us/nrbgeodb/Join-a-Webex-Meeting#id_135069

Web: https://help.webex.com/en-us/nrbgeodb/Join-a-Webex-Meeting#id_135013

Phone Only: https://help.webex.com/en-us/nrbgeodb/Join-a-Webex-Meeting#id_134853

VENDOR REQUIREMENTS GUIDE

The purpose of this section is to assist you with certain requirements when doing business with the Town. The below listed key points have been developed to assist you in providing necessary information that will result in a smoother procurement and contracting process. This will expedite the ordering process and help to ensure your payments are made in a timely fashion.

When Providing A Quote Related To A Contract, Please Do The Following

- a. You must reference the contract number that is being utilized to develop the quote.
- b. You must remove any extraneous terms and conditions that are not related to the referenced contract on your quote.
- c. Remove any request for an authorized signature on the quote. A purchase order can be provided.
- d. If you are quoting prices based on a cost-plus contract, please show your $\text{Cost} + \% \text{ of Markup} = \text{Total Cost}$. This will help us verify that your pricing complies with the contract. We ask that you provide evidence of your cost (supplier invoice/receipt) using this model.
- e. If you are quoting prices based on a discount off list, please show $\text{List Price} + \% \text{ Discount} = \text{Total Cost}$. This will help us verify that your pricing complies with the contract and will provide evidence of the list price as well.
- f. If your quoted prices are based on a unit price contract, please ensure the pricing matches the contract.
- g. If permits are applicable, please be sure to include those costs on your quote.
- h. Please verify if freight is allowed, or not, before submitting your quote.
- i. Is installation applicable to the contract, or not? If not, please be sure to notate.
- j. When awarded a contract by the Town or the Town chooses to piggyback a contract, please inform all sales and accounting teams that the Town will be utilizing said contract.
- k. Please ensure all pricing is loaded into your information system.

All Invoices To The Town **MUST** Include The Following Information Or It **WILL** Be Rejected.

- a. Must include a PO# when a purchase order has been provided.
- b. Must include a non-repetitive invoice number.
- c. Must show contract pricing, if applicable to a contract.
- d. No freight charges shall be included unless the contract provides for freight terms.
- e. All invoices shall be sent to the ordering department or division. This will help to expedite your payment process. Some departments have set up e-mail addresses to which invoices should be submitted. It is advisable to request such email address when speaking to the department you are doing business with.
- f. The Town's policy is to pay within 30 days; however, Florida Law is net 45 days from the receipt of a **proper** invoice.
- g. The Town is a Tax-Exempt entity therefore all sales tax shall be excluded.
- h. The Town will pay either by Purchasing Card (credit card) or Purchase Order/Invoice. The Town will not pay any convenience fees for Purchasing Card transactions. If it is your policy to charge transaction fees, you must request a PO before an order is placed.

Packages And Deliveries

All packages must include the "ship to" address and contact information of the person who placed the order on the outside of the package. Without this information, the Town may be unable to verify delivery.

Vendor Self Service

If you are already registered as a vendor with the Town click below to visit the Vendor Self Service Portal to check information on 1099 History, Payments, Purchase Orders and Invoices that the Town has on file.





ADDENDUM TO RFP DOCUMENTS

| | | | |
|---------------------|---|---------------------|--------------------------------------|
| SOLICITATION | RFP No. JA-23-59 Chemical System Maintenance and Repair Services | | |
| ADDENDUM No. | 1 | RFP DUE DATE | 2:00 PM EST ON 06/20/2023 |
| | | TODAY'S DATE | 6/13/2023 |

To All Proposers:

This addendum is issued to modify the previously issued solicitation documents and/or given for informational purposes and is hereby made a part of the solicitation documents. Please attach this addendum to the documents in your possession and acknowledge receipt of this addendum in the space provided.

SECTION UPDATES

Section 4.8 ALL REPAIRS has been updated to include the following paragraphs:

The contractor will be allowed to invoice for miscellaneous materials (also known as 'truck stock' or 'stock'). Miscellaneous materials is defined as materials that are already owned by the contractor, and are incidentally used to complete the repairs. The cost of miscellaneous materials shall never exceed \$1,000 per repair. Miscellaneous materials are not intended to be abused by the contractor; therefore, it will require the approval of the Project Manager. A decision by the Project Manager pertaining invoicing of miscellaneous materials is final, whether it is in favor or against the contractor. No back up will be required for the invoicing of miscellaneous materials; however, the contractor will be required to list such miscellaneous materials in the invoice, already owned by his company, and used for invoiced repairs. Miscellaneous materials are not subject to the contract percentage mark up. Taxes paid by the Contractor for parts/ materials may be billed as pass through to the Town. Taxes are not subject to the contract percentage mark up.

Additional Services provided by the use of a subcontractor shall be reimbursed at the actual cost of the subcontractors' work. Invoices from subcontractors must be provided in order to receive payment of the pass-through cost.

Reviewed by:

Jenna Albers
Digitally signed by Jenna Albers
 Date: 2023.06.13 16:16:46 -04'00'

 Procurement Coordinator
 on behalf of Procurement
 Manager
 Procurement Division

Acknowledged by:

 Contractor

 Authorized Representative (*Printed*)

 Title

 Signature

 Date

REVIEW COMMITTEE EVALUATION FORM

Solicitation Number and Name: RFP# JA-23-59 Chemical System Maintenance and Repair Services

Review Meeting Date: June 30th, 2023 at 10:00 AM

Evaluation Criteria:

- Best Overall Approach to the Scope of Services
- Firm Qualifications & Experience
- Resources and Availability
- Experience with Governmental Entities
- Client References and Past Performance
- Price Proposal
- Local Preference


Rank the proposals on the following page according to the above criteria, with one (1) being the highest ranking and 0 being the lowest.

| Proposer | Ranking |
|-------------------------------|----------|
| Odyssey Manufacturing Company | <u>1</u> |

Name of Reviewer: Renuka Mohammed

Title: Utilities Director

Department: UT

Signature: 

REVIEW COMMITTEE EVALUATION FORM

Solicitation Number and Name: RFP# JA-23-59 Chemical System Maintenance and Repair Services

Review Meeting Date: June 30th, 2023 at 10:00 AM

Evaluation Criteria:

- Best Overall Approach to the Scope of Services
- Firm Qualifications & Experience
- Resources and Availability
- Experience with Governmental Entities
- Client References and Past Performance
- Price Proposal
- Local Preference

Rank the proposals on the following page according to the above criteria, with one (1) being the highest ranking and 0 being the lowest.

| Proposer | Ranking |
|-------------------------------|---------|
| Odyssey Manufacturing Company | 1 |

Name of Reviewer: Aracel Melendez

Title: Chief Water Operator

Department: Utilities

Signature: Aracel Melendez

REVIEW COMMITTEE EVALUATION FORM

Solicitation Number and Name: RFP# JA-23-59 Chemical System Maintenance and Repair Services

Review Meeting Date: June 30th, 2023 at 10:00 AM

Evaluation Criteria:

- Best Overall Approach to the Scope of Services
- Firm Qualifications & Experience
- Resources and Availability
- Experience with Governmental Entities
- Client References and Past Performance
- Price Proposal
- Local Preference

Rank the proposals on the following page according to the above criteria, with one (1) being the highest ranking and 0 being the lowest.

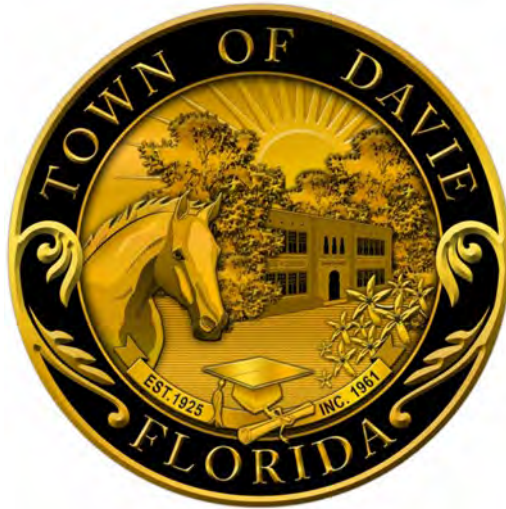
| Proposer | Ranking |
|-------------------------------|---------|
| Odyssey Manufacturing Company | / |

Name of Reviewer: John A. Mc GEARY

Title: Chief Operator w/w

Department: Utilities

Signature: John A. McGeary



TOWN OF DAVIE

RPF NO. JA-23-59

Chemical System Maintenance and Repair Services

June 20, 2023 | 2:00PM

PROPOSAL COMPANY



ODYSSEY
MANUFACTURING CO.

ODYSSEY MANUFACTURING CO.

1484 MASSARO BLVD. TAMPA, FL 33619

PATRICK ALLMAN | JACKSON REEVES

813-635-0339

TABLE OF CONTENTS

TOWN OF DAVIE – RFP NO. JA-23-59
CHEMICAL SYSTEM MAINTENANCE AND REPAIR SERVICES

| | |
|---|------------------|
| Letter of Transmittal | SECTION 1 |
| Firm Qualifications and Experience | SECTION 2 |
| I. Overview of Firm | |
| II. Individuals and Qualifications | |
| III. Subcontractors | |
| IV. Insurance Certifications | |
| V. Similar Projects | |
| Staff Qualifications and Experience | SECTION 3 |
| I. Organizational Chart | |
| II. Qualifications of Employees/Staff | |
| <i>Resumes: Pat Allman, Michael Azzarella, Michael Cogdill, Chris Morgan, Daniel Bedgood,</i> | |
| <i>John Miller, Pavol Plecenik</i> | |
| III. Point of Contact(s) | |
| Project Approach | SECTION 4 |
| Price Schedule | SECTION 5 |
| Required Town Forms | SECTION 6 |

** NOTE: Please use bookmarks to navigate PDF proposal response*



June 16, 2023

Mr. Brian K. O'Connor, Procurement Manager
Town of Davie - Purchasing Department
8800 SW 36th Street
Building B - Purchasing
Davie, FL 33328

RE: Letter of Transmittal for FRP No. JA-23-59

Dear Mr. O'Connor,

Odyssey Manufacturing Co. is pleased to submit its interest to the FRP No. JA-23-59 "Chemical System Maintenance and Repair Services." Odyssey views the RPF as a means for a one-stop shop for the Town of Davie to accomplish all aspects of work related to the design, engineering, permitting, installation, maintenance, and repair of the various chemical systems at the town's water and wastewater treatment facilities. The following benefits are provided when working with Odyssey:

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

As you know, we currently have your maintenance contract that was originally bid back in August 2016. We have designed, furnished, and/or installed multiple chemical dosing systems, chemical storage tanks, chemicals pumps and skids, and/or water treatment equipment and technology throughout the town's various facilities. All this work has been provided, all while providing superior service, quality of work, and any temporary systems or operator training, if needed. Thank you for your consideration and please do not hesitate to contact one of us below if we can be of further assistance.

Sincerely,

Jackson Reeves

Sales Manager

O: (813) 635-0339

C: (813) 508-8767

jreeves@odysseymanufacturing.com

Pat Allman

General Manager

O: (813) 635-0339

C: (813) 335-3444

pallman@odysseymanufacturing.com

MANUFACTURERS OF **ULTRA CHLOR** (800) ODYSSEY
THE CLEAR SOLUTION www.odysseymanufacturing.com

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

SECTION 2
FIRM QUALIFICATIONS AND EXPERIENCE

I. Overview of Firm

Odyssey Manufacturing Co. (The Company)

Odyssey Manufacturing Co. (“Odyssey”) was incorporated in Delaware in 1998. It is headquartered at 1484 Massaro Blvd. Tampa, FL 33619. Its principal stockholder and CEO, Stephen Sidelko, lives in Fort Lauderdale, FL and runs the day-to-day operations of Sentry Industries, which he founded in 1984 as U.S. Chlorine, Inc. and later changed the name to Sentry Industries (“Sentry”). Sentry is located on the outskirts of Hialeah, FL. Sentry manufactures and delivers primarily sodium hypochlorite, muriatic acid, and sulfuric acid.

Odyssey began operations in late 1999 and started out selling sodium hypochlorite to primarily the water and wastewater industry. Odyssey quickly realized that there was no one in the Florida marketplace who specialized in all aspects of chemical system installation and maintenance services and decided to expand into this area to fill this void. This area has grown immensely and for the past years, Odyssey has been billing over \$15 million annually in chemical system installation and maintenance work alone. Odyssey is a licensed General Contractor and Plumbing Contractor, which employs twelve dedicated individuals in this area of work and utilizes the resources of the entire 85-person company. This division has designed and installed over two thousand chemical systems in Florida, many of which were sodium hypochlorite conversions. However, our personnel have worked on every chemical system used in the water and wastewater treatment industry. Odyssey has performed service work on chemical systems for a vast majority of municipalities and/or utility service companies in Florida and has service contracts with quite a few of them. Odyssey is the only entity in Florida who regularly stocks chemical system feed equipment, tanks, piping and spare parts. In addition, these parts and equipment are available for sale to its customers on an as needed basis. In addition, Odyssey also has become the Florida distributor for UGSI Solutions and their equipment (MicroClor On-Site Sodium Hypochlorite Generation (OSHG) unit, Tank Shark Ground Storage Tank Mixer, MonoClor Tank Residual Control System (RCS), TRS (THM Removal) System), PAX Water Technologies Mixers, and the Heyward HIBOCS (Biological Odor Control Systems).

Operations and Locations: As stated, Odyssey Manufacturing Co. is headquartered in Tampa at its main manufacturing facility since 2000. This facility is operational 365 days a year. This means the site is manned 24/7 including all holidays with at least four personnel (Control Room Supervisor, Plant Chemist/Operator, and a Roving Patrol). Our phones are also 24/7 and a transfer to the Control Room after normal business hours (0700 -1800 Monday through Friday). In case of an on-site emergency or a customer emergency, all supervisors are trained chemical plant personnel, who are very familiar with industrial plant operations since Odyssey feeds numerous chemicals and has numerous chemical systems at its facilities.

With Odyssey’s growth, it was decided to open a second manufacturing facility on the east side of Orlando in January of 2008, and then added two chemical distribution terminals facilities in Gibsonton, FL (2017) and Lantana, FL (2019). The two chemical distribution terminals, were both entirely designed, plumbed, and constructed ourselves (mainly by their installation leads and crews).

Odyssey's Tampa headquarters is the main base for the company’s manufacturing operations and construction warehousing. As for their construction personnel, they are located and living around the state in a multitude of areas, including (Tampa, Orlando, Ft. Lauderdale, and Leesburg). Most personnel have company vehicle’s they take home each evening. In the case of a customer emergency, this allows one to go directly to the jobsite, since their trucks are stocked weekly and act as a traveling warehouse. In a pinch, Sentry has a three-man service team who installs and replaces chemical tanks, as well.

II. Individuals and Qualifications

Odyssey's qualifications come from over twenty (20) years of experience working in the industry with every type of chemical out there used in water and wastewater treatment. All of Odyssey's chemical systems service and maintenance work is overseen by engineers who have forty (40) plus combined years of experience in the water and wastewater industry. Mr. Pat Allman (General Manager) and Mr. Michael Azzarella (PE – Odyssey Engineering Company, LLC) collaborate together, along with the customers' superintendent(s) and/or operator(s), to identify the problem or issue and then come up with the proper solution for each specific system/site. They have designed and permitted over two thousand (2,000) chemical systems in Florida utilities between them. Both Mr. Allman and Mr. Azzarella are extremely well versed in, not only the Florida Department of Environmental Protection (FDEP) rules for water and wastewater treatment plants, but also EPA rules, Ten States Standards and also good engineering design practices. This provides added value and assures all work in the design is in accordance with all federal and state rules and regulations. In addition, Odyssey employs two other engineers who act as technical consultants and project managers.

Key Personnel

Pat Allman – General Manager (*Odyssey Mfg. Co.*)

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

Michael Azzarella, P.E. (FL PE #52427) – *Odyssey Engineering Company, LLC*

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

Michael Cogdill – CGC (*State CGC# 1516698*)

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

Pavol Plecenik – Technologies Sales Manager (*Odyssey Mfg. Co.*)

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

III. Subcontractors

Key Partners (Subcontractors)

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

Hitech Coatings: Is a painting and coating contractor located in West Palm Beach, Florida. They have provided the containment coatings on over twenty-five projects for Odyssey over the past five years including the HFS, caustic, sodium hypochlorite, and ammonium sulfate containment areas for the City of Pompano Beach WTP.

A. Genesis Construction: Is a concrete contractor based out of Pembroke Pines, Florida. They have done the concrete work for over fifty Odyssey projects including the containment area at its Lantana, Florida facility.

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

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

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

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

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

IV. Insurance Certification

Please find attached COI (for Town of Davie)

V. Similar Projects

Please find both ...

1. List of Similar Projects (*completed within the last five (5) years*)
2. Client Reference Form (*for additional clients who currently has maintenance, service, and repair contracts with Odyssey*)

PATRICK HENRY ALLMAN, III

707 South Packwood Ave

Tampa, FL 33606

Work:(813) 335-3444 Home:(813) 254-6590

E-Mail: pallman@odysseymanufacturing.com

EDUCATION

- Bachelor of Science in Nuclear Engineering (mechanical engineering emphasis), Univ. of Virginia, Charlottesville, VA., May 1983
- M.B.A. with High Honors (4.0 GPA), Univ. of Tampa, Tampa, FL., Dec 1990
- Masters Equivalent, Post-Graduate Education in Nuclear Engineering and Reactor Operations, Department of Naval Reactors, August 1984
- Certified Professional Engineer by US DOE/Naval Reactors, May 1987
- Passed Engineer-In-Training (EIT) Exam, April 1991
- Certified Manager (C.M.), National Management Association (NMA), June 1992
- Certified Purchasing Manager (C.P.M.) designation, National Association of Purchasing Managers (NAPM), March 1996
- Certified Energy Manager (C.E.M.), Association Energy Engineers, August 1998

EXPERIENCE

- 08/11 – Pres. Tampa Port Authority. **Board Member**. Appointed by Florida Governor to oversee operations of the largest Port in the State of Florida.
- 10/05 – 6/13 U.S. Naval Reserves. **Commanding Officer** of Voluntary Training Unit, Tampa Operational Support Center, MacDill AFB, Florida. Awarded Military Outstanding Volunteer Service Medal. Retired in June 2013 after 30 years of military service.
- 10/03 – 10/05 U.S. Naval Reserves. **Commanding Officer** of 60-person Submarine Group 8 Navy Reserve Detachment. Oversaw major transformation & reorganization of reserve support to Commander Naval Forces Europe. Completed Navy's Anti-Terrorism Officer course. Awarded Navy Meritorious Service Medal.
- 10/02 - 9/03 U.S. Naval Reserves. **Executive Officer**, NR USCINCSOC 108, MacDill AFB. Responsible for operations of 27-Officer and 5 enlisted person Reserve Unit attached to a Joint Command. Awarded Navy Commendation Medal.
- 2/99 – Pres. Odyssey Manufacturing Company. **General Manager**. Responsible for starting up new company and overseeing the design and construction of a "state of the art" \$25 million chemical plant which began operations March 2000 and a second \$3 million chemical plant "peaking" plant in 2008. Oversaw design and construction of three chemical railroad transloading and distribution facilities. Grew company to be largest sodium hypochlorite (i.e. bleach) supplier to the Florida industrial market. Licensed Plumbing & General Contractor specializing in chemical system design, installation and repair which generates over \$10 million annual sales. Installed over 3,000 chemical systems in Florida to date. Manages business; responsibilities include sales, operations, profit/loss, marketing, staffing, personnel, financial, regulatory compliance, and permitting. Company selected as Southeast Desalting Association (SEDA) 2003 & 2016 Vendor of Year and he received Chairman's Award in 2011 and 2017. Received Florida Water & Pollution Control Operator Association (FWPCOA) Pat Flanagan Award in 1994 and 2016 for service. Received 2017 AWWA Award for Service.

- 10/98 - 9/03 U.S. Naval Reserves. **Watch Officer** Joint OPS CTR (JOC), US Special Operations Command (USSOCOM), MacDill AFB. Provided critical watchstanding support in wake of September 11th attacks for Noble Eagle and Enduring Freedom. Awarded Defense Meritorious Service Medal.
- 10/97 - 9/98 U.S. Naval Reserves. **Commanding Officer** of 30-person Advanced Base Facility Component (ABFC) Naval Reserve Unit.
- 10/96 - 1/99 Tampa Electric Company. Bulk Power and Market Development, **Account Manager** for largest Tampa Electric Company Industrial Customers. Called on customers. Sold various ancillary products. Developed and implemented market plans for retaining and expanding current business. Wrote and negotiated contracts. Performed financial and technical analysis for various corporate business opportunities. Functioned as Project Manager. Advised customers and company upper management on energy business matters through continuous market monitoring. Instrumental in developing 5 Year Market Plan for Tampa Electric Company in the face of electric utility deregulation. Driving force behind company's pursuit of an Economic Development Rate.
- 10/95 - 9/97 U.S. Naval Reserves. **Commanding Officer** of 60-person Naval Weapons Station Charleston Reserve Unit. #1 Reserve Unit at NRC St Petersburg for two years. Top-ranked Commanding Officer at NRC St Petersburg for two years. Selected for regional leadership Team. Unit selected for national Leo Bilger Award in 1997 given to BEST Reserve Units in the County. Awarded Navy Commendation Medal and Navy Achievement Medal.
- 5/95 - 10/96 Tampa Electric Company. Bulk Power and Market Development, **Statewide Sales & Marketing Representative** and Project Team Leader for wholesale power sales and corporate business opportunities. Called on customers. Wrote and negotiated contracts. Developed and implemented marketing plans. Performed financial analysis for business opportunities including several major acquisitions.
- 1/93 - 9/95 U.S. Naval Reserves. **Commanding Officer** of 24-person Naval Facility Keflavik Reserve Unit. #1 Reserve Unit at NRC St Petersburg for three straight years. Unit selected as the BEST Reserve Unit in REDCOM EIGHT for 1994. Selected as the Naval Officer Reserve Association's National Junior Officer of the Year for 1994. #1 ranked officer at NRC St Petersburg for three years.
- 12/91 - 7/95 Tampa Electric Company. Materials Management, Senior Engineer. Worked as a **Project Manager/Contract Administrator** managing large projects primarily in the power plant, port operations, computer systems and telecommunications areas. These projects included most of the large contracts for the Polk Power Station coal gasification plant, major upgrade to the coal handling systems at Big Bend and Gannon Power Stations, dredging and seawall contracts, major FGD ("scrubber") retrofit project, a new Work Order Management System, as well as over \$40 million worth of contracts for all the company's major power plant outage-related work over a three year period. Duties included project management, business analysis, writing technical specifications, writing and negotiating contracts, and various materials management functions (spare parts, warehousing, and investment recovery).
- 1/91 - 12/92 U.S. Naval Reserves. **Asst. Weapons Officer for Submarine Squadron 14** in Kings Bay, GA. Acted as Squadron Duty Officer on weekends and two-week annual duty.

Page Three of Resume of Patrick Henry Allman, III:

- 10/90 - 12/91 Tampa Electric Company. Distribution Engineering, Principal Engineer. **Technical Sales and Project Management.** Managed large lighting projects (including Bayshore Boulevard renovations), performed engineering analysis and set company policies, account manager for governmental agency customers, developed lighting rates for the Public Service Commission, coordinated lighting related issues between seven company departments, and did marketing and sales of the company's lighting services and products.
- 7/88 - 12/90 US Navy Officer Programs Recruiter, Tampa, FL. **Officer-in-Charge** of Navy recruiting for Central Florida. Responsibilities included recruitment, supervision, the development/implementation of marketing plans and the meeting of sales goals. Personally recruited for Officer Programs, exceeding every monthly quota. Awarded two Navy Commendation Medals and one Navy Achievement Medal during tour. National Officer Recruiter of the Year for FY 1990. Jacksonville NRD Officer Recruiter of the Year and runner-up for National Officer Recruiter of the Year for FY 1989. Led NRD Officer Programs Team to #1 Ranking in the Country for two consecutive years out of 41 total NRD's (#19 finish in year prior to arrival). Supervised over 64 Judge Advocate General (JAG) Investigations. Supervisory responsibilities included directing over 75 enlisted recruiters & over 30 temporarily assigned personnel.
- 5/88 - 6/88 US Navy Officer Recruiting Course, Orlando, FL. **Training** in public relations, sales, and marketing techniques/strategies.
- 4/85 - 5/88 Dept Head/Division Officer. USS HENRY CLAY (SSBN 625), Charleston, SC. Weapons (DH), Sonar, Missile, Missile Fire Control, Torpedo, Torpedo Fire Control, Reactor Controls, and Interior Communications Officer on a ballistic missile submarine. Positions encompassed a wide variety of engineering, personnel management, operations management/analysis, technical writing and leadership/supervisory experience. As Officer of the Deck, directed the tactical and systems operations of a nuclear powered submarine. As Engineering Officer of the Watch, supervised the operation of a nuclear power plant. Completed six strategic deterrent patrols under conditions of high stress, submerged for several months at a time. Qualified SSBN Weapons Officer & Engineer, becoming one of the 1st officers in the Navy to qualify for two Department Head positions in their first tour. Awarded Navy Achievement Medal. Significantly contributed to various team goals, including BEST submarine in the Submarine Squadron 6 and runner-up for Atlantic Fleet for 1987, as well as "OUTSTANDING" or "EXCELLENT" evaluations on submarine's last six major inspections.
- 9/84 - 4/85 US Navy Submarine School and Poseidon Guided Missile School. **Training.**
- 8/83 - 8/84 US Naval Nuclear Power School/Prototype Training. **Graduate level** practical and theoretical work in the principles and operation of a nuclear power plant.
- 5/83 - 8/83 Instructor UVA NROTC. Awarded Secretary of Navy Commendation for Bravery for saving police officer's life.

CIVIC AND TRADE ORGANIZATIONS

Active in FSSSSS, FSAWWA (Trainer, Chief Judge/Drafts Questions for Florida TOP OPS Competition), AWWA (National TOP OPS Committee), SEDA (Auditor), FWPCOA (Trainer), Tampa Propeller Club and Board Member for the Tampa Port Authority (Gubernatorial Appointee).

Michael P. Azzarella, PE, CPM

Odyssey Engineering Co.



Education

B.S., Civil Engineering, SUNY at Buffalo, 1987

Registrations/Licenses

Professional Engineer
Florida 52427, 1998
Professional Engineer
New York 070382, 1993

Certifications

Certified Public Manager (CPM),
The Florida Center for Public
Management, at Florida State
University, June 2004

Mr. Azzarella has extensive experience in the water and wastewater industry working as both a Utility Director and consultant for the past thirty years. He has significant experience in design, project management, and resident engineering for water and wastewater treatment and conveyance facilities and storm water systems. He is currently the principal for Odyssey Engineering Co. which provides technical assistance, engineering, design and permitting support to Odyssey Manufacturing Co.'s customers in the utility industry. His work history includes the following projects:

UTILITIES

Polk County Utilities Technical Services Director.

Mr. Azzarella oversaw Utilities Technical Services Division with a Capital Improvement Program budget in excess of \$30 million per year. Professional engineering work included supervising staff and managing utilities development coordination, water, and wastewater systems capacities and related issues, utilities engineering design and permitting, and utilities geographical information system for Division. Managed utilities development coordination to ensure compliance and conformance with County and Division requirements which includes plan review, quality control and approval; regulatory agency permit application review, approval, and execution; and record drawing review, quality control and approval. Managed water and wastewater system capacities and identified problem issues requiring system upgrades/modification and coordinated with regulatory agencies and other Division Sections as required. Obtained and approved all necessary supporting documentation required for County acceptance of utility systems associated with development activity. Coordinated with other County Departments/Divisions, consulting engineers, developers, contractors, and other utility purveyors throughout these processes.

Supervised staff and managed preparation, modification, and maintenance of the County Standards and Specifications for Utility Construction Manual. Supervised staff and managed Utilities Capital Projects Section for development compliance with the Polk County Comprehensive Plan and negotiation of agreements with developers for improvements to utility systems. Coordinated with the Utilities Operations and Maintenance Division to evaluate systems performance problems and provide input and recommendations for correcting problems. Approved, signed and sealed all documents as the professional engineer in responsible charge of in-house design and permitting work which included engineering plan preparation, technical standards and specifications preparation, permitting, design calculations, estimates, and related technical documents. Prepared and managed the Division operational and Capital related budgets.

Cities of Davenport and Polk City, Florida – Miscellaneous Engineering Services.

Mr. Azzarella serves as an extension of the Cities' Public Works Departments. He focuses on environmental compliance, working with staff to improve efficiencies, troubleshoot utility issues, perform technical reviews and assist with planning operation and maintenance of the Cities' water and wastewater systems.

WATER

Florida Keys Aqueduct Authority (FKAA) Stock Island and Marathon Key RO plant chemical system upgrade projects – Marathon Key and Stock Island, Florida.

Mr. Azzarella was responsible for the design and FDEP permitting of sodium hypochlorite and sulfuric acid chemical systems at two FKAA seawater RO plants.

City of Cocoa Sodium Hypochlorite Conversion - Wewahootee Wellfield Plant Site, Christmas, Florida.

Mr. Azzarella served as Senior Project Manager and was responsible for the design and permitting of converting the disinfection system of a 60 MGD water supply facility from gaseous chlorine to liquid sodium hypochlorite.

Polk County Utilities Sodium Hypochlorite Conversion – Various Water Treatment Plants.

Mr. Azzarella served as Senior Project Manager and was responsible for the design and permitting of converting the disinfection systems of fifteen (15) water treatment plants from gaseous chlorine to liquid sodium hypochlorite.

Niagara County Raw Water Pump Station Modifications, Niagara County, New York.

Mr. Azzarella served as the project manager and was responsible for the mechanical design and layout of pump and piping modifications to a 48 MGD raw water pumping station. In addition, Mr. Azzarella served as Design Engineer in the design and layout of a 48-inch prestressed concrete cylinder raw water line relocation under the Niagara River and on land for the Niagara County Water District, New York.

Niagara County Water District System Upgrade, Niagara County, New York.

Mr. Azzarella served as Project Engineer in charge of preparing preliminary design report and final design for the construction of a 4.5-mile potable water transmission main in Niagara County, New York.

City of Boca Raton WTP OSHG Replacement – Boca Raton, Florida. Mr. Azzarella served as the Project Manager to replace three 1,500-ppd ClorTec OSHG units with three MicrOclor 1,500-ppd OSHG units. Odyssey worked as a subcontractor to Wharton Smith to supply a “turn-key” system.

City of Margate WTP OSHG Replacement – Boca Raton, Florida.

Mr. Azzarella served as the Project Manager to replace two 750-ppd ClorTec OSHG units with a single MicrOclor 1,500-ppd OSHG unit. Odyssey provided a “turn-key” system to the Owner including integration with their existing control systems.

Town of Longboat Key Tank Mixing Projects – Longboat Key, Florida.

Mr. Azzarella served as the design and permitting engineer to upgrade the sodium hypochlorite and ammonium sulfate systems along with installing tank mixers at the Town of Longboat Key South and Mid-Key Booster Stations.

City of Punta Gorda Bal Harbor Booster Station – Punta Gorda, Florida.

Mr. Azzarella served as the design and permitting engineer to install a sodium hypochlorite and ammonium sulfate system along with installing a Ground Storage Tank mixer at the City of Punta Gorda Bal Harbor Booster Station.

WASTEWATER

Florida Keys Aqueduct Authority (FKAA) Cudjoe Key Sodium Hypochlorite Conversion – Cudjoe Key, Florida.

Mr. Azzarella served as the Project Manager and was responsible for the design and FDEP permitting of the disinfection system conversion of a 960,000 GPD wastewater treatment facility from chlorine gas to liquid sodium hypochlorite.

Cape Canaveral Air Force Station Regional WWTF Sodium Hypochlorite Conversion - Patrick Air Force Base, Florida.

Mr. Azzarella served as Senior Project Manager and was responsible for the design and permitting of converting the disinfection system of an 800,000 GPD wastewater treatment facility from onsite hypochlorite generation to liquid sodium hypochlorite.

Town of Tonawanda Plant Improvements, Tonawanda, New York.

Mr. Azzarella served as Design Engineer to evaluate an existing backwash/air scour operation at a wastewater treatment plant for an Erie County municipality. His work included evaluating the existing system for potential problem points, hydraulic grade line establishment over length of system from backwash pumps to filters and presentation of results.

City of Boca Raton WWTP OSHG Replacement – Boca Raton, Florida. Mr. Azzarella served as the Project Manager to replace two 1,500-ppd ClorTec OSHG units with two MicrOclor 1,500-ppd OSHG units. Odyssey worked as a subcontractor to Wharton Smith to supply a “turn-key” system and oversaw a subcontract worth \$3.2 million.

Manatee County SW WRF – Bradenton, Florida. Mr. Azzarella was the Project Manager for three different projects in a two-year period at this facility: (1) Sodium hypochlorite line replacement; (2) MARS project to provide a sodium hypochlorite system for the re-use; and (3) Deep Well injection project to chemical systems for the treated water stored underground.

MICHAEL J. COGDILL

813-486-9099 (C)

Email: mcogdill@odysseymanufacturing.com

EDUCATION

Bachelor of Science in Building Construction, University of Florida, 1987

PROFESSIONAL LICENSES HELD

Holder of the following State of Florida construction licenses:

- State Certified General Contractor Class A
- State Certified Mechanical Contractor
- State Certified Underground Utility & Excavation Contractor
- Class V Fire Protection Contractor

RECOGNITION / ORGANIZATIONS

- Built a complete computerized integration solution for estimating, scheduling, file sharing, internet presence & internet sales leads for my family's construction business (www.cogdillbuilders.com).
- My interstate 4 rest area project for the Florida Department of Transportation received the 1997 Metal Construction Association President's Award.
- Lectured at universities on the construction management type of project delivery and its benefits.
- Active member of business retention/expansion committee Tampa Chamber of Commerce.

COMPUTER CAPABILITIES

Fluent in the following construction/business related computer programs:

- Microsoft Office family of software
- Primavera scheduling software (P3 & Suretrak)
- Timberline Precision Estimating System, (including database setup)
- MC2 Estimating System
- AutoCad & SoftPlan CAD programs
- Capable of quickly learning other programs as required

REFERENCES

Professional/Owner/Personal references available upon request

EXPERIENCE SUMMARY

I was raised in a construction family, spending my summer vacations on the jobsite. In addition to the skills I learned growing up, I have more than 20 years of Florida and Virginia construction experience, working in literally every position in the design and construction phases of large and small commercial, industrial, & residential construction projects, including phase-construction of a \$19M ozone water treatment facility saving more than 6 months in the job schedule.

EXPERIENCE

- 2008 – Present Odyssey Manufacturing Co.
Tampa, FL
- Estimating, management, construction, of specialty chemical projects in Florida.
 - Superintendent for twelve concrete building foundations and significant underground water plant piping work at twelve City of Deltona WTP's.
 - Project Manager for City of West Palm Beach Water Plant Chemical Systems Projects which total almost \$2.5 million in work over past three year period (Sodium Hypochlorite, Aqueous Ammonia, HFS, Corrosion Inhibitor, Caustic)
 - Project Manager for Collier County Sodium Hypochlorite System Upgrade in.
- 2003-Present President
Cogdill Builders of Florida, Inc.
Tampa, FL
- Setup & management of Cogdill Builders of Florida, a split off company of Cogdill Builders, Inc., established to pursue high-end residential and specialty work in the Tampa Bay area beyond.
- 2000-2005 Vice President
Cogdill Builders Inc.
Orange Park, FL
- Primary/secondary license holder/qualifying agent. Responsible for land development, field coordination of commercial, industrial & non-residential design/build sector of Cogdill Builders Inc, a family-owned business.
- 2/99-9/00 General Manager
Goodwin Constructors, Inc.
Brooksville, FL
- License holder/qualifying agent responsible for overall operations of Goodwin Constructors, Inc. including all bidding and administration of work under contract (primarily civil type work).
- 6/96 –2/99 Construction Manager
Vogel Bros. Building Co.
Lakeland, FL
- Responsible for planning, and construction of the Conway Ozone Water Treatment Plant Expansion and Modification, Orlando Utilities Commission, Orlando FL
- 8/93 – 5/96 Project Manager/Superintendent
Vogel Bros. Building Co.
Lakeland, FL

Responsible for cost, schedule, and project coordination of the following projects:

- Project Manager, I-4 Dual Rest Areas, Polk County, FL.
- On-site project superintendent, responsible for all planning, scheduling and field construction efforts for the Bee Ridge Water Reclamation Facility, Sarasota, FL
- Project Manager, Florida Title East Reservoir Construction of Industrial Wastewater Containment and Treatment System, Lakeland, FL
- Project Manager, ZURN/NEPCO Site Preparation and Earthwork, Orange Cogeneration Facility, Contract No. 2055, Bartow, FL

6/91 – 10/93

Project Engineer
Vogel Bros. Building Co.
Lakeland, FL 33811

Responsible for job set-up, development and maintenance of project schedule. Material procurement and receipt and quality control in the construction of the following:

- Charles Larsen Unit #5 General Construction-Simple Cycle Project, Lakeland, FL
- Site Development and Foundation Construction for the Mulberry Cogeneration Facility, Bartow, FL

8/90 – 6/91

Office Engineer/Scheduler
Metric/Harbert, Joint Venture
Tampa, FL

Responsible for project scheduling using Primavera software. In charge of subcontractor weekly schedule meetings, subcontractor coordination, trouble shooting constructability problems, submitting monthly payment applications to owner, review/approval of subcontractor billings, set up of computer automated logs (submittal, RFI, etc.) for the Tampa International Airport South Parking Garage, 5300 space parking garage with rental car offices and maintenance facilities with a total of 115,000 cubic yards of concrete.

1/88 – 8/90

Office/Project Engineer
Metric Constructors, Inc.
Richmond, VA

Responsibilities included performing quantity take-off, cost control, schedule maintenance, civil buy-out, subcontractor coordination, submittals and RFI's and constructability problems on cogeneration power plant and wastewater projects in the Richmond, VA area.

1/87 – 6/88

Cogdill Builders, Inc., Jacksonville, FL

Responsible for scheduling (residential), subcontractor and supplier coordination, drafting/plan check, quality control functions, building lay-out, quantity take-off/pricing, developed Lotus-based estimating program, ran compliance checks using computerized Florida Energy Code computer program, permitting,

coordinating warranty work, designed new company logo, advertising design, customer questions/assistance.

Summer 1986 Project Engineer
 Danis-Shook of Florida
 Orlando, FL

Summer college internship. Responsible for line and grade, pipe/structure layouts, shop drawing submittal/review, expediting deliveries and scheduling at the Iron Bridge Waste Water Treatment Plant.

PAVOL P. PLECENIK

2907 NW 9th Terrace, Wilton Manors, FL 33311
954-632-4090 | PPlecenik@odysseymanufacturing.com

TECHNOLOGIES MANAGER

New Business Development | Contract Negotiations | Staff Training & Development | Sales Team Leadership | B2B Sales | Technical Aptitude | Consultative Sales | Customer Relationship Management | Innovative Sales Strategies | Networking | Closing & Prospecting | Sales Rep Management | MS Office Suite | MS Dynamics | Salesforce | ACT | TeleMagic

Resourceful **PROJECT MANAGER/TECHNOLOGIES MANAGER** with over 14 years of experience in building relationships, cultivating partnerships, retaining top accounts, and growing profit channels by establishing trust. Persuasive, self-motivated leadership professional with expertise on expanding network connections, convincingly introducing products, educating clients, optimizing pricing strategies, and revealing customer needs to deliver solutions.

PROFESSIONAL EXPERIENCE

Odyssey Manufacturing, Tampa, FL
Technologies Manager

2016-Present

Oversee full sales cycle, interfacing with engineering, production, and accounting to ensure smooth sales process.

- Estimate and design Residual Control Systems for Chloramine disinfection process for variety of customers.
- Implement Residual Control Systems installations and provision installations with support and facilitation of continuous training.
- Leverage mixing products and THM Removal technology to grow sales and expand customer base.
- Design, estimate, propose, and deploy OSHG and Chemical Feed system products.
- Manage accounts to cultivate positive customer relationships in the Water/Wastewater industry.
- Ensure client satisfaction by offering proactive resolutions while driving actionable responses to questions, concerns, or challenges.
- Installation inspection, analysis, and troubleshooting.
- Construct professional sales presentations to creatively communicate product quality, offerings, and market comparisons to new and existing clients in the Water/Wastewater industry.
- Translate technical customer information to support client education practices resulting in successful equipment sales.
- Generate leads, conduct cold calls, and follow-up on inactive opportunities to drive profitability.
- Play instrumental role in all inside and outside sales processes including submittal preparation and issuing large value purchase orders for capital equipment.
- Oversee exhibition events and train new sales team members.

Hamilton Company, Reno, NV
OEM Sales Manager

2010-2015

Gain larger life science market share by delivering fluid measurement solutions to customers during their analytical instrument development process.

- Interface with the Director of Marketing to ensure sales goals are met while maximizing profitability.
- Cultivate positive customer relationships by employing strategic account management approach to ensure a reliable product supply.
- Satisfy client needs to capture recurring contract for YOY OEM sales of large pipeline projects.

- Secure \$600K in new business by contributing an engineering idea to support a high-profit product solution.
- Construct professional sales presentations to creatively communicate product quality, offerings, and market comparisons to new and existing clients.
- Execute successful equipment sales closing practices.
- Support senior leadership during executive decision-making processes by conducting market research to identify competition and generate reports with new market growth area recommendations.
- Strengthen branding initiatives by attending trade shows, exhibitions, and customer visits to maximize outreach.
- Reduce process lags by training reps and sales managers on best practices and protocols to maximize new product profits.
- Increase sales by leveraging engineering principals and product knowledge to support product redesigns.

Parkson Corporation, Fort Lauderdale, FL
Applications Engineering Manager

2006-2010

Mastered product knowledge for the Parkson pollution control products including sand filtration, clarification, sludge collection, biological treatment, ultra fine bubble diffusion, and solar sludge drying equipment.

- Grew sales by implementing product & process understanding to equipment specification and design tools.
- Supported sales team to sustain over \$50M in annual revenue by partnering with representatives, studying specifications, and examining contract documents to present feasible, most profitable, and specification-matching product offering proposals.
- Increased gross profits by 10% by leveraging calculated product quote updates & strategic bidding tactics.
- Cut engineering proposal preparation time by 50% by automating the product sizing/proposal generation tool for 2 complex product offerings.
- Optimized performance by analyzing equipment functionality & process data to deliver setting adjustments.
- Co-authored a technical document on Enhanced Nutrient Removal (ENR) presented at several exhibitions.
- Employed innovative strategies to drive growth.

ADDITIONAL EXPERIENCE: Laboratory Scientist I, E-Lab Inc, Ormond Beach, FL

2004-2006

EDUCATION & PROFESSIONAL DEVELOPMENT

Bachelor of Science in Chemical Engineering, University of Florida

Associate in Arts, Brevard Community College

Process Engineering Certification (12 hours) - Program Utilizing Total Quality Management, Modeling, & Optimization

Certificate of Completion - Green Belt of Six Sigma Methodology

Certificate of Attendance - Activated Sludge Troubleshooting: Understanding and Controlling Your Plant

Certificate of Course Completion - Applied Welding Technology

Professional Certificate - Finance and Accounting for Non-Financial Managers

Certificate of Appreciation - Presented at the 81st Annual Technical Conference of PWEA

Certificate of Appreciation - Presented at the NJWEA Annual Conference

Certified Pool Operator/Spa Operator - certification by the National Swimming Pool Foundation

MEMBER

Florida Water & Pollution Control Operators Association (Member), American Institute of Chemical Engineers (Senior Member), University of Florida Alumni Association (Life Member), International Honor Society, American Water Works Association, Water Environment Federation, Florida Section of American Water Works



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/21/2022

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

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

| | | | |
|---|--|--|---------------|
| PRODUCER Stahl & Associates Insurance Inc. 91 Lake Morton Drive P O Box 3608 Lakeland FL 33802 | | CONTACT NAME: Brian Ludwig PHONE (A/C, No, Ext): (863) 688-5495 FAX (A/C, No): (863) 688-4344 E-MAIL ADDRESS: brian.ludwig@stahlinsurance.com | |
| | | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | | INSURER A: Illinois Union Insurance Co | 27960 |
| | | INSURER B: ACE American Insurance Co | 22667 |
| | | INSURER C: Zenith Insurance Company | 13269 |
| | | INSURER D: Colony Insurance Co | 39993 |
| | | INSURER E: Hamilton Insurance DAC | |
| | | INSURER F: | |

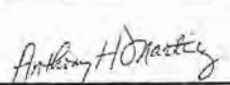
COVERAGES **CERTIFICATE NUMBER:** January 23 WC **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|------------------------------------|---|-----------|----------|---------------------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | Y | | G24092975014 | 10/01/2022 | 10/01/2023 | EACH OCCURRENCE \$ 1,000,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 |
| | Per Project applies by | | | | | | MED EXP (Any one person) \$ 10,000 |
| | <input checked="" type="checkbox"/> written contract | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | | | PRODUCTS - COM/PROP AGG \$ 2,000,000 |
| | <input checked="" type="checkbox"/> OTHER: XCU, Contractual | | | | | | Employee Benefits \$ 1,000,000 |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY | | | H08450377014 | 10/01/2022 | 10/01/2023 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | <input checked="" type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) \$ |
| | <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | <input checked="" type="checkbox"/> HIRED PD | | | | | | PIP-Basic \$ 10,000 |
| ** | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR | | | G24092987014 / EXO4266669 | 10/01/2022 | 10/01/2023 | EACH OCCURRENCE \$ 5,000,000 |
| | <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | | | | | AGGREGATE \$ 5,000,000 |
| | DED RETENTION \$ | | | | | | \$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | Y/N | N/A | Z066828619 | 01/01/2023 | 01/01/2024 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT \$ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | Pollution Liability (\$5 Ded) | | | G24092975014 | 10/01/2022 | 10/01/2023 | Each Poll Condition Agg 1,000,000 |
| | Professional Liability (\$25k Ded) | | | | | | Ea Prof Occurrence Agg 1,000,000 |
| | | | | | | | Retro Date 10/1/2009 |

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

Insurer E: Hamilton Insurance DAC - Policy #ENVXSHI279494, Eff 10/1/2022 to 10/1/2023
** Carrier A: Umbrella \$1,000,000, Carrier D: \$3,000,000 Excess Liability and Carrier E: \$1,000,000 Excess, total Umbrella/Excess Liability Limit \$5,000,000
Town of Davie is additional insured on the general liability if required by written contract.

| | |
|---|---|
| CERTIFICATE HOLDER Town of Davie 6591 Orange Drive Davie FL 33314 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|---|---|

© 1988-2015 ACORD CORPORATION. All rights reserved.

SECTION 2
SIMILAR PROJECTS

The following are some of the many similar projects that Odyssey has performed in Florida over the past five years. If Odyssey is awarded the contract, all of these are examples of projects that can be performed under the contract.

1) City of Coconut Creek

***Project Title:* City of Coconut Creek Hillsboro Booster Station Disinfection Improvements**

Description: The purpose of this project is to install a ground storage tank mixing system and to automate the existing disinfection chemical feed systems by utilizing Residual Control System (RCS) at the Hillsboro Booster Station to provide optimum water quality to its end users.

Representative: Jean Duglypus (JDupuis@coconutcreek.net) - *Director of Utilities*

Ph: 954-973-6786 | Fax: 954-571-4146

Engineer: Odyssey Manufacturing Co.

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$160,820

Completion Date: August 2019

2) Town of Mangonia Park

***Project Title:* WTP Sodium Hypochlorite and Ammonium Sulfate Conversion Project**

Description: Design/Build sodium hypochlorite and ammonium sulfate systems to replace chlorine gas and ammonium hydroxide disinfection systems at the WTP. Also, changed injection points to reduce finished water color to meet secondary drinking water standards.

Representative: Roosevelt Jones (rjones@townofmangoniapark.com) - *Utility Manager*

Ph: 561-848-1235 | Cell: 561-291-2881

Engineer: Odyssey Manufacturing Co.

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$49,247.84

Completion Date: June 2020

3) City of Margate

***Project Title:* Brine maker Replacement Project**

Description: Replace existing brine tanks at the City of Margate West WWTP and WTP with new FRP 60-ton brine tank.

Representative: Mike Uber (ruber@margatefl.com) - *Project Manager*

Ph: 954-972-0828, Ext. 219 | Cell: 954-999-7298

Engineer: Odyssey Manufacturing Co.

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$172,384.78

Completion Date: September 2020

4) City of Pompano Beach

***Project Title:* City of Pompano Beach Ammonium Sulfate Conversion Project**

Description: Design/Build new Ammonium Sulfate System to replace existing anhydrous ammonia system for the City of Pompano Beach WTP.

Representative: Phil Hyer (phil.hyer@copbfl.com) - *WTP Superintendent*

Ph: 954/ 545-7030 | Cell: 954/ 809-5600

Engineer: Odyssey Manufacturing Co.

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 87,910.00

Completion Date: October 2020

5) City of Margate

Project Title: East WWTP Coagulant Feed System

Description: Furnish and install coagulant system at the City of Margate East WWTP.

Representative: Wendell Wheeler (wwheelerwh@margatefl.com) - Project Manager

Ph: 954-972-0828 | Cell: 954-605-0373

Engineer: Carollo

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$448,730.00

Completion Date: August 2021

6) City of Miramar

Project Title: West WTP Corrosion Inhibitor Feed System Replacement

Description: Construct containment area, coat containment and furnish and install new corrosion inhibitor storage, feed equipment and piping at the City of Miramar West WTP.

Representative: Balki Bisram (bbisram@miramarfl.gov) - West WTP Superintendent

Ph: 954-438-1228 | Cell: 954-295-1438

Engineer: Kimley-Horn

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$192,600

Completion Date: August 2021

7) City of Pompano Beach

Project Title: Relocation of Caustic Chemical Feed System

Description: Relocated and installed new caustic chemical feed system for the City WTP.

Representative: Phil Hyer (phil.hyer@copbfl.com) - WTP Superintendent

Ph: 954/ 545-7030 | Cell: 954/ 809-5600

Engineer: Odyssey Manufacturing Co.

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 116,7990.52

Completion Date: October 2021

8) Owner: City of St Petersburg

Project Title: City of Petersburg NE WWTP Sodium Hypochlorite Tank Replacement

Description: Install three new sodium hypochlorite tanks and replace two actuators

Owner's Representative: Craven Askew (craven.askew@stpete.org) - WWTP Superintendent

Ph.: 727/ 893-7779

Cell: 727/ 892-5116

Engineer: Odyssey Manufacturing Co.

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 52,800.00

Completion Date: December 2022

9) Owner: City of Largo

Project Title: City of Largo WRF Liquid Polymer System Replacement

Description: Install two new liquid polymer systems to replace existing dry polymer systems along with activated polymer storage tank

Owner's Representative: Dave Winkler (dwinkler@largo.com) - WWTP Superintendent

Ph: 727-518-3057 | Cell: 727-424-7432

Engineer: Odyssey Manufacturing Co.

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 188,100

Completion Date: January 2023

④ THERE ARE REFERENCES OF OTHER CUSTOMERS WE

RFP# JA-23-59 Chemical System Maintenance and Repair Services

CURRENTLY

HAVE AN ONGOING

MAINTENANCE/REPAIR

CONTRACT WITH.

CLIENT REFERENCE FORM

Provide a minimum of three (3) client references from recent similar transactions, be sure to include details/description of the project/service provided*.

- 1) Name of Client Entity: CITY OF POMPAHO BEACH
Address: 1205 NE 5TH AVE.
City/State/Zip: POMPAHO BEACH, FL 33060
Contact: PHIL HYER
Title: WATER TREATMENT PLANT SUPERINTENDENT
Email Address: PHIL.HYER@COPBFL.COM
Telephone: 954-545-7030 (O) | 954-89-5600 (C)
Scope of Work: MAINTENANCE AND REPAIR SERVICES
*Description of Services Provided: HAVE CURRENT MAINTENANCE + REPAIR CONTRACT WITH CITY FOR THEIR WTP & WNTF
- 2) Name of Client Entity: FOLK COUNTY
Address: 1011 JIM KEENE BLVD.
City/State/Zip: WINTER HAVEN, FL 33880
Contact: STEVE WHIDDEN
Title: REGIONAL WATER SUPERVISOR
Email Address: STEVEWHIDDEN@FOLK-COUNTY.NET
Telephone: 863-397-1441 (C)
Scope of Work: MAINTENANCE AND REPAIR SERVICES
*Description of Services Provided: HAVE CURRENT MAINT. + REPAIR CONTRACT FOR ALL THE COUNTY PLANTS
- 3) Name of Client Entity: TOTO WATER AUTHORITY
Address: 951 MARTIN LUTHER KING BLVD.
City/State/Zip: KISSIMMEE, FL 34741
Contact: MIKE POWERS
Title: FACILITIES PROCESS MANAGER
Email Address: MPOWERS@TOTOH2O.COM
Telephone: 407-944-5074 (O) | 407-791-5201 (C)
Scope of Work: MAINTENANCE AND REPAIR SERVICES
*Description of Services Provided: HAVE CURRENT MAINT. + REPAIR CONTRACT FOR ALL PLANTS THE AUTHORITY OPERATES

**SECTION 3
STAFF QUALIFICATIONS AND EXPERIENCE**

I. Organizational Chart *(please see attached)*

Odyssey's organizational chart shows who the key individuals are that will be assisting the Town of Davie with proposed service work under this RFP. The proposed Account Manager will be Pavol Plecenik. He will be supplemented and backed up by Jackson Reeves and Michael Coletta. Linnea Ison will also be involved with the coordination of the chemical systems service crews and tracking and ordering for inventory of parts, pumps, and tanks.

Odyssey's construction crew consists of twelve full-time personnel and one part-time driver available to perform service work under this proposed RFP. All but two technicians have been with Odyssey at least three (3) years, and all three leads, plus our lead electrician, has been with Odyssey over ten (10) plus years. Odyssey's staff possesses many technical skills that range from plumbing, electrical, controls, concrete, underground and structural work.

II. Qualifications of Employees *(please find attached resumes of key personnel and technicians)*

MANAGEMENT: The managing partner and CEO of Odyssey Manufacturing Co. is **Stephen Sidelko** who has a B.S. in Chemical Engineering and an MBA from Rensselaer Polytechnic Institute. Mr. Sidelko has successfully operated sodium hypochlorite manufacturing facilities in Florida for over forty-five (45) years starting out with Procter and Gamble and then moving over to Kare Chemical. In 1984, Mr. Sidelko founded Sentry Industries in Hialeah, Florida. Sentry currently manufactures and delivers about 20 million gallons per year of sodium hypochlorite to various customers located throughout South Florida. Mr. Sidelko is the President of Sentry Industries and manages their day-to-day operations.

In 1998, Mr. Sidelko and a group of partners founded Odyssey Manufacturing Co. Odyssey Manufacturing began operations in 1999. The day-to-day operations of Odyssey Manufacturing are run by Patrick H. Allman (General Manager) and Marvin T. Rakes (President) since 1999, when they opened.

Patrick Allman, GM, has a B.S. in Nuclear Engineering 1983 from the University of Virginia, a M.S. equivalent in Nuclear Engineering from the Department of Naval Reactors in 1984 and an M.B.A. from the University of Tampa in 1990. Mr. Allman has over seven years of power plant experience in the U.S. Navy, nine years of power plant and industrial experience at Tampa Electric Company and over seventeen years of experience running the day-to-day operations of a chemical systems solution provider company. *(Resume previously included in Firm Qualifications Section)*

Marvin Rakes, President, has a B.S. in Chemical Engineering 1985 from the University of North Carolina State. Mr. Rakes has over twenty years of operational experience as the Operations Manager for the largest chemical distribution and chlorine repackaging company on the East Coast in Virginia and for the past twenty plus years as the President of Odyssey Manufacturing.

Under their tenure, Odyssey Manufacturing has grown considerably over the past twenty plus (20+) years and currently sells over 60 million gallons annually of sodium hypochlorite and has installed over 2,000 chemical systems.

ENGINEERING: Odyssey Engineering Co. was founded in 2013 to provide permitting and engineering services on a formal basis. Its principal, **Michael Azzarella, PE**, has a B.S. in Civil Engineering from SUNY of Buffalo in 1987. He has worked primarily in the water and wastewater industry throughout his career for three consulting firms, as the Utility Director for Polk County and more recently for Odyssey. *(Resume previously included in Firm Qualifications Section)*

CONSTRUCTION/SERVICE WORK:

Michael Cogdill oversees Odyssey's large projects as a construction superintendent/project manager and provides his expertise as required for all of Odyssey's chemical systems work. Mr. Cogdill has a B.S. in Building Construction from the University of Florida in 1987 and has over thirty (30) years of construction experience in the water and wastewater industry. *(Resume previously included in Firm Qualifications Section)*

David Wing is a certified plumber and oversees larger plumbing projects. He did his plumbing apprenticeship in 1996 and since has worked for multiple companies as a plumber and now currently owns and runs his own plumbing company. He has a ton of experience in both general plumbing, but also many years in the water and wastewater industry, plumbing for all different kinds of chemicals.

ACCOUNT MANAGERS:

Pavol Plecenik came onboard Odyssey in January 2016 to provide Odyssey an Account Manager for its customers in the southeast Florida market. Mr. Plecenik lives in Fort Lauderdale and has over 15 years of experience in the chemistry and water and wastewater fields. Mr. Plecenik graduated from the University of Florida in 1984 with a Bachelor of Science in Chemical Engineering. *(Resume previously included in Firm Qualifications Section)*

Linnea Ison, Construction Services Manager, has her B.A. in Business Administration (1987) from Lake Superior State University. She has been with Odyssey for over twelve (12) years coordinating and manager Odyssey's construction division from scheduling, to planning logistics, to ordering parts and equipment, to customer service, and everything involved with running a construction company.

Jackson Reeves joined Odyssey in January 2017 for his business and sales expertise. He graduated with a finance degree from the University of Florida in 2013. He is well versed in both the chemical and construction/equipment sales divisions of Odyssey. He will be acting as one of the assistant account managers.

Michael Coletta is our newest recruit to our construction and engineering team. He joined our team in Jun 2021. He graduated from the University of Florida, as well, but in Aerospace Engineering in May 2021. His main focus, with the short time he has been here at Odyssey, has been with Odor Control Units and smaller chemical systems designs and installations. He will also act as another assistant account manager.

KEY CONSTRUCTION PERSONNEL:

Please find attached resumes for key personnel (Technician Specialist/Project Superintendent and Electricians).

III. Points of Contact

Patrick Allman – General Manager
Ph: 813-635-0339 | Cell: 813-335-3444
pallman@odysseymanufacturing.com

Pavol Plecenik – Account Manager
Cell: 954-632-4090
pplecnik@odysseymanufacturing.com

Jackson Reeves – Asst. Account Manager
Ph: 813-635-0339 | Cell: 813-508-8767
jreeves@odysseymanufacturing.com

Michael Azzarella – Engineer
Ph: 813-635-0339 | Cell: 813-505-5684
mazzarella@odysseymanufacturing.com

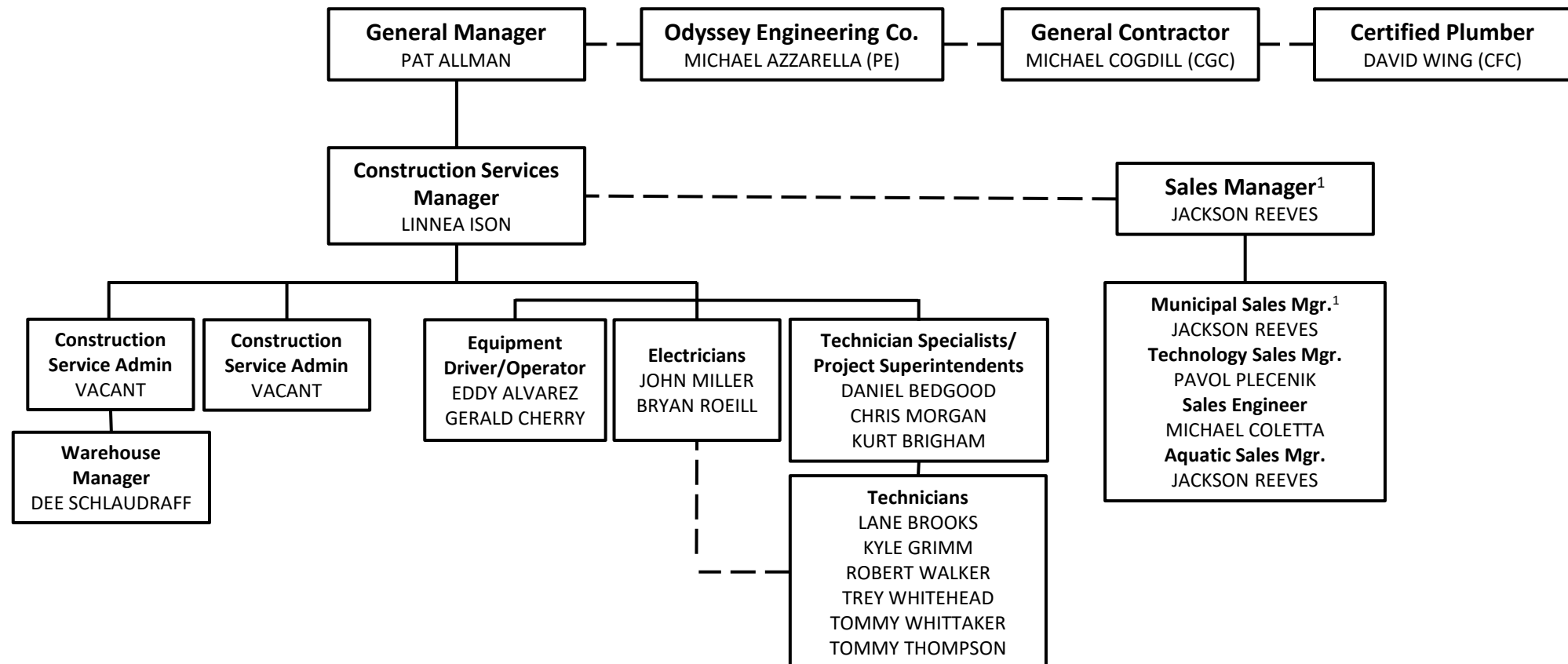
Linnea Ison – Construction Services Manager
Ph: 813-635-0339
admin@odysseymanufacturing.com

Michael Coletta – Asst. Account Manager
Ph: 813-635-0339 | Cell: 401-644-4875
mcoletta@odysseymanufacturing.com



ODYSSEY MANUFACTURING CO.
CONSTRUCTION SERVICES DIVISION
ORGANIZATIONAL CHART

(AS OF JULY 1, 2022)



¹ If empty, General Manager fills role

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

CHRIS MORGAN
Project Superintendent/Technician Specialist-Supervisor

Odyssey Manufacturing Co.
1484 Massaro Blvd.
Tampa, FL 33619

Education: H.S. Diploma, June 2004, South Sumter High School, Bushnell, Florida

Experience: Atlantic Surveying, Field Survey Technician, 2006 – 2008
Odyssey Manufacturing, Helper/Mechanic/Plumber/Supervisor 2008 – Present

Recent Projects:

City of Pompano Beach Water Treatment Plant, Project Superintendent, Ammonia Sulfate System Upgrade - \$88K

City of Pompano Beach Water Treatment Plant, Project Superintendent, Caustic System upgrade and relocation - \$117.8K

City of Pompano Beach, Technician Specialist, various upgrades and equipment/part installations to the Ammonia, Bleach, Caustic, Fluoride and Carbon Dioxide Systems throughout the various systems Water Treatment and Reuse Plants over the past 10 years – *Maintenance and Service Contract*

Brevard County, Project Superintendent, Five Biological Odor Control Systems (Tucker Lane, Pat McPhee, Plumosa, South Beaches WWTP and South Central WWTP) - \$500K

City of Melbourne Surface Water Plant, Chemical Storage Tank Project, Project Superintendent - \$1.4 million project to replace caustic, fluoride, and ferric sulfate tanks

Seminole Tribe Immokalee Water Treatment Plant, Project Superintendent - \$1.1 million project to replace five chemical systems

City of Wildwood Coleman WTP, Project Superintendent - \$1.1 million project to install new sodium hypochlorite system and perform other upgrades to the plant

City of Deltona WTP's, Project Superintendent - \$5.1 million addition of ammonium sulfate at 12 water treatment plants

City of Leesburg Main WTP, Project Superintendent to install sodium hypochlorite system - \$75K

City of Palm Coast Water Treatment Plant #2, Project Superintendent to install ammonium Sulfate system - \$80K

Town of Longboat Key City, Project Superintendent to install tank mixers in Ground Storage Tanks at South and Mid-South Booster Stations - \$250K

City of Coconut Creek, Project Superintendent to install sodium hypochlorite and ammonium sulfate systems at the Hilton and Hillsboro Booster Stations - \$125K

Daniel Bedgood
Project Superintendent/Mechanical Supervisor

Odyssey Manufacturing Co.
1484 Massaro Blvd.
Tampa, FL 33619

- Education: H.S. Diploma, June 2004, South Sumter High School, Bushnell, Florida
- Withlacoochee Technical Institute, Automotive Collision Specialist Training (August 1992 – May 1996)
- Experience: Ocala Collision Center, Car Body Work Specialist, 2004 – 2006
- Saddle Creek Distribution Center, Equipment Operator/Warehouse Worker, 2006 -2008
- Atlantic Surveying, Field Survey Technician, 2006 – 2008
- Odyssey Manufacturing, Helper/Mechanic/Plumber/Superintendent, 2008 – Present
- Projects: Brevard County, Project Superintendent, Five Biological Odor Control Systems (Tucker Lane, Pat McPhee, Plumosa, South Beaches WWTP and South Central WWTP)
- City of Melbourne Surface Water Plant, Chemical Storage Tank Project, Project Superintendent for \$1.4 million project to replace caustic, fluoride and ferric sulfate tanks
- Seminole Tribe Immokalee Water Treatment Plant, Project Superintendent for \$1.1 million project to replace five chemical systems
- Crystal River Power Plant, Project Superintendent to replace chemical tanks for three chemical systems
- City of Wildwood Coleman WTP, Project Superintendent for \$1.1 million project to install new sodium hypochlorite system and perform other upgrades to the plant
- City of Deltona WTP's, Project Superintendent for \$5.1 million addition of ammonium sulfate at 12 water treatment plants
- City of Leesburg Main WTP, Project Superintendent to install sodium hypochlorite system
- City of Palm Coast Water Treatment Plant #2, Project Superintendent to install ammonium Sulfate system

Town of Longboat Key City, Project Superintendent to install tank mixers in Ground Storage Tanks at South and Mid-South Booster Stations

City of Coconut Creek, Project Superintendent to install PAX Ground Storage Tank mixers, Residual Control Systems (RCS), and sodium hypochlorite and ammonium sulfate systems at the Hilton and Hillsboro Booster Stations

City of Punta Gorda Elevated Storage Tank, Project Superintendent to install PAX Tank mixer, Residual Control Systems (RCS), and sodium hypochlorite and ammonium sulfate systems

City of Bonita Springs Water Plant OSHG Retrofit Project – Mechanic

John Miller

4740 Grace St.
De Leon Springs, Florida 32130
Cell Phone (386) 804-7990
Email address: jmiller@odysseymanufacturing.com

Education

1994 Hempfield High School, Landisville, PA.

1994 Vo-Tech for Mill Work and Cabinetry

1999 Electrical apprenticeship IBEW 756

Employment History

5/15 – current Odyssey Manufacturing Co., Tampa, FL 33619

Lead Electrician. Install and maintain electrical components and instrumentation for chemical feed and storage systems, tank mixers, THM removal systems, residual control systems as well as on-site sodium hypochlorite generation (OSHG) systems.

8/14- 5/15 Chinchor Electric, Orange City, FL 32763

Lead Electrician. Industrial electrical construction and service. AC/DC, VFD, High and Low voltage and control wiring.

2/13-8/14 Anvil International (Mueller water products), Columbia, PA 17512

Industrial maintenance (Master Electrician). Maintain systems including AC/DC electrical, Motor Controls, Hydraulic, Pneumatic, Hoists, Cranes, PLC, Induction Furnaces and other equipment.

11/97 – 7/11. Florida Electric Works Deland, FL 32724

Lead electrician. Residential/Commercial/Industrial experience. Well versed in the trade, from residential to military contracts.

1/97 – 11/97 Miller Electric, Jacksonville, FL

Electrician Apprentice. Duties included help with installation of traffic signals and bridge lighting.

1/95 – 11/96 Olson Electric, Daytona Beach, FL

Apprentice Electrician. Duties included help with installation and retro fit of fire alarm systems at Kennedy Space Center.

Water and Wastewater Projects

JEA Bertram WTP

Project Superintendent as well as electrical and control wiring foreman for THM Removal System for 5-Million Gallon Ground Storage Tank

Coconut Creek

Electrical and Control Wiring Foreman for PAX Mixers, Chemical Feed and Residual Control System (RCS) at Hilton and Hillsboro Booster Stations

Brevard County Odor Control Projects

Responsible for all electrical and control wiring for biological odor control systems at five Brevard County facilities (Tucker Lane, Plumosa, Pat McPhee, South Beaches WWTP, South Central WWTP) and worked as lead plumbing mechanic.

Electrical Superintendent for Odyssey Manufacturing Co. Lantana Sodium Hypochlorite Terminal

Oversaw all electrical, controls and instrumentation work for \$4 million state of the art sodium hypochlorite terminal.

Electrical Superintendent for Odyssey Manufacturing Co. Tampa Sodium Hypochlorite Terminal

Oversaw all electrical, controls and instrumentation work for \$7 million state of the art sodium hypochlorite terminal.

Credentials

****10 Hour OSHA Certification***

****30 Hour OSHA Supervisor Certification***

****40 Hour HAZWOPPER Certification***

****PLC RsLogics 5&500***

****High Voltage Training***

****NFPA 70E***

****CQM-C Certification***

(Corps of Engineers/NAVFAC)

DAVID WING

| | | |
|--------------------|---|----------------|
| Education: | H.S. Diploma, Seminole High School, Seminole, Florida | (June 1989) |
| | ABC Craft Professional, Tampa Tech Plumbing Apprenticeship | (May 1996) |
| Experience: | BCH Mechanical, Plumber | 1992 – 1995 |
| | Gulf to Bay Plumber | 1995 – 1997 |
| | BCH Mechanical, Plumber | 1997 – 1999 |
| | Plumber's Soujanen, Plumber | 1999 - 2001 |
| | David Wing Enterprises, Plumbing Contractor | 2001 – 2005 |
| | Odyssey Manufacturing, Plumber/Foreman/Superintendent | 2005 – Present |
| | Wing Plumbing, Principal | 2016 – Present |
| Projects: | Florida Aquarium – Plumber (BCH Mechanical) | |
| | Sweet Bay Grocery Stores (3) – Plumber (Gulf to Bay Plumber) | |
| | Disney Animal Kingdom – Plumber (BCH Mechanical) | |
| | Arvida Center – Plumbing Contractor (David Wing Enterprises) | |
| | St. Lucie West Services District WT/WWTP Plant Sodium Hypochlorite Conversions – Project Superintendent (Odyssey Manufacturing Co.) | |
| | City of Cocoa Dyal Weewahootie Wellfield Sodium Hypochlorite Conversion – Project Superintendent (Odyssey Manufacturing Co.) | |
| | City of Tallahassee Lake Bradford WWTP Sodium Hypochlorite Conversion – Project Superintendent (Odyssey Manufacturing Co.) | |
| | City of Arcadia WTP Chloramine System Conversion – Project Superintendent (Odyssey Manufacturing Co.) | |
| | Hillsborough County River Oaks WWTP Sodium Hypochlorite Conversion – Project Superintendent (Odyssey Manufacturing Co.) | |
| | City of Bonita Springs WTP OSHG Replacement Project (Odyssey Mfg. Co.) | |
| | City of Boca Raton WTP OSHG Replacement Project (Odyssey Mfg. Co.) | |
| | City of Boca Raton WWTP OSHG Replacement Project (Odyssey Mfg. Co.) | |
| | City of Margate WWTP OSHG Replacement Project (Odyssey Mfg. Co.) | |

**SECTION 4
PROJECT APPROACH**

Technical Approach

As stated previously, our ***technical approach*** for each specific job comes from the over twenty (20) years of experience Odyssey has been working in the industry with every type of chemical out there used in water and wastewater treatment. All of Odyssey's chemical systems service and maintenance work is overseen by engineers who have forty (40) plus combined years of experience in the water and wastewater industry. Mr. Allman (General Manager) and Mr. Azzarella (PE – Odyssey Engineering Company, LLC) have collaborated, along with the customers' superintendent(s) and/or operator(s), to designed, permitted, and build over 2,000 chemical systems in Florida utilities between them. Both Mr. Allman and Mr. Azzarella are extremely well versed in, not only the Florida Department of Environmental Protection (FDEP) rules for water and wastewater treatment plants, but also EPA rules, Ten States Standards, and good engineering design practices. This provides added value and assures all work in the design is in accordance with all federal and state rules and regulations.

Odyssey Manufacturing Co. is also a CGC (Certified General Contract) with Michael Cogdill as our qualifying contractor. Michael Cogdill oversees Odyssey's large projects as a construction project manager and provides his expertise, when required, for much of Odyssey's chemical systems work. Mr. Cogdill has over twenty-five (25) years of construction experience in the water and wastewater industry. Odyssey's technician specialists and technicians, as explained, all have immense experience with water and wastewater treatment facilities, since they are on-site jobsites five days a week, doing anything from a simple repair on a leaking pipe or pump, to changing out a 100-gallon or a 10,000-gallon chemical storage tank, to redesigning an existing pump skid for a chemical feed system, to installing On-Site Sodium Hypochlorite Generation Units, or putting in a tank mixer in a ground storage tank, to everything in between.

Adequacy of Resources

With regards to ***personnel***, as previously expressed, Odyssey has twelve full-time personnel that work on jobsites daily that provide a variety of technical skills, including plumbing, electrical, controls, concrete, underground and structural work. The management team personnel are available via phone and email daily and are very involved in all phases of the project (planning, design, build, and implementation phase/process).

Odyssey's ability to control costs of ***supply parts and equipment*** is due to the ability to buy in bulk and store inventory between our four locations (and a fifth with Sentry). Additionally, we get steep original equipment manufacturer (OEM) discounts from most equipment suppliers. This ability to buy in bulk and being an OEM gives us an advantage with our suppliers and distributors to sell to us at a discount below MSRP, thus passing these savings down to our customers. We stock over \$10 million in chemical tanks, feed pumps, rebuild kits, plumbing parts (pipe, fitting, valves), and more, between our four locations. Our business partners, Sentry Industries, Blue Planet Environmental, and Hawkins Chemical, also stock materials and parts at their locations in Florida. This creates benefits for the customer for regular or emergency maintenance and repair work. This creates benefits for the customer for regular or emergency maintenance and repair work.

As for our ***service trucks, equipment, and heavy machinery***; we own a fleet of assets helping perform daily onsite at these projects. A list of our construction fleet includes ...

- Six (6) fully stocked plumbing service trucks, which act as mini warehouses on the road.
- Two (2) electrical work trucks, that our electricians operate out of.
- Two (2) additional plant/personnel supply trucks, for personnel to run products and material to customers or onsite job locations.

- Low-boy trailer, for hauling tanks, lulls, and large pieces of equipment
- Step deck trailer, for hauling tanks, lulls, and large pieces of equipment
- Two (2) Lulls (6K and 10K)
- Skid Steer
- Mini-Ex

In case there is a part of a job/project we cannot perform with the fleet we own; we have accounts and good relations with both SunBelt Rentals and United Rentals that we can call to get the proper machinery/equipment to complete said job/project.

Lastly, since Odyssey originally went into business to manufacture and supply bulk sodium hypochlorite (bleach), we own and operate a fleet of 40 tankers/tractors (5,000-gallon) out of our four manufacturing facilities. Today we not only deliver bleach, but we also supply muriatic acid (HCl), sodium bisulfite, sodium hydroxide (caustic soda), potassium hydroxide, and even bulk sodium chloride (salt) for on-site generation units. On a normal weekday, we will deliver over a combined total of 50 tankers loads (250,000 gallons) around the entire state of Florida, and smaller amounts on the weekends.

SECTION 5

PRICE PROPOSAL FORM

| Hourly Rate | | |
|-------------|--|------------|
| ITEM | DESCRIPTION | UNIT PRICE |
| 1 | Regular time rate for service technician | \$ 115 |
| 2 | Overtime/emergency rate for service technician | \$ 125 |
| 3 | Regular time rate for service helper | \$ 65 |
| 4 | Overtime rate for service helper | \$ 75 |
| 5 | Regular time rate for day laborers | \$ 45 |
| 6 | Overtime rate for day laborers | \$ 50 |
| 7 | Regular time rate for engineering personnel | \$ 130 |
| 8 | Overtime rate for engineering personnel | \$ 130 |
| 9 | % Mark up for parts (materials and equipment cost) | 20 % |

Notes:

1. Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.
2. Alternate bids will not be considered unless authorized in the RFP document.

IMPORTANT: This signed proposal form shall be considered an offer on the part of the proposer. Failure to sign this form is grounds for immediate disqualification. By signing this document, you are affirming that you have read and understood the terms, conditions, and information included within this solicitation. That all the information provided above is true and accurate. That the business associated with this solicitation has not been debarred, convicted of a public entity crime, and does not have a conflict of interest in any manner as described herein. That you have the proper authority to sign this document and the ability to bind this business entity to the terms and conditions herein.

Vendor Name: ODYSSEY MANUFACTURING CO.

Authorized Signature:



Print Name: PATRICK ALLMAN

Title: GENERAL MANAGER



November 14, 2022

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

To Whom It May Concern,

WHEREAS, the Board of Directors of Odyssey Manufacturing Co. has determined it to be in the best interest of the Corporation to establish a Corporate Resolution. Be it: RESOLVED, The undersigned hereby certifies that Patrick H. Allman, its General Manager, is authorized to sign bids and all bid forms; to execute agreements and any documents associated with these agreements; to sign bonds of any type; and to sign any permit documents on behalf of Odyssey Manufacturing Co. Additionally, the undersigned is the duly elected and qualified Secretary and the custodian of the books and records and seal of Odyssey Manufacturing Co., a corporation duly formed pursuant to the laws of the state of Delaware and that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors and that said meeting was held in accordance with state law and the Bylaws of the above-named Corporation on November 14, 2022, and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 14th day of November, 2022.

Stephen Sidelko, Secretary

CORPORATE SEAL

Marvin T. Rakes, President



ADDENDUM TO RFP DOCUMENTS

| | | | |
|---------------------|---|---------------------|--|
| SOLICITATION | RFP No. JA-23-59 Chemical System Maintenance and Repair Services | | |
| ADDENDUM No. | 1 | RFP DUE DATE | 2:00 PM EST ON 06/20/2023 |
| | | TODAY'S DATE | 6/13/2023 |

To All Proposers:

This addendum is issued to modify the previously issued solicitation documents and/or given for informational purposes and is hereby made a part of the solicitation documents. Please attach this addendum to the documents in your possession and acknowledge receipt of this addendum in the space provided.

SECTION UPDATES

Section 4.8 ALL REPAIRS has been updated to include the following paragraphs:

The contractor will be allowed to invoice for miscellaneous materials (also known as 'truck stock' or 'stock'). Miscellaneous materials is defined as materials that are already owned by the contractor, and are incidentally used to complete the repairs. The cost of miscellaneous materials shall never exceed \$1,000 per repair. Miscellaneous materials are not intended to be abused by the contractor; therefore, it will require the approval of the Project Manager. A decision by the Project Manager pertaining invoicing of miscellaneous materials is final, whether it is in favor or against the contractor. No back up will be required for the invoicing of miscellaneous materials; however, the contractor will be required to list such miscellaneous materials in the invoice, already owned by his company, and used for invoiced repairs. Miscellaneous materials are not subject to the contract percentage mark up. Taxes paid by the Contractor for parts/ materials may be billed as pass through to the Town. Taxes are not subject to the contract percentage mark up.

Additional Services provided by the use of a subcontractor shall be reimbursed at the actual cost of the subcontractors' work. Invoices from subcontractors must be provided in order to receive payment of the pass-through cost.

Reviewed by:

Jenna Albers

Digitally signed by Jenna Albers
Date: 2023.06.13 16:16:46 -04'00'

Procurement Coordinator
on behalf of Procurement
Manager
Procurement Division

| | |
|--|----------------|
| Acknowledged by: | |
| <u>Odyssey Manufacturing Company</u> | |
| <u>Contractor</u> | |
| <u>Patrick Allman</u> | |
| <u>Authorized Representative (Printed)</u> | |
| <u>General Manager</u> | |
| <u>Title</u> | |
| <u>Signature</u> | <u>6/16/23</u> |
| <u>Date</u> | |

RFP Checklist

The following are requirements of this RFP, as indicated below. Use of this checklist may help ensure that your submission is complete.

Place a check mark in the "Done" column as you complete and enclose each item.

| Required | Done | Requirement |
|----------|------|--|
| √ | ✓ | Completed and Signed Price Proposal Form |
| √ | ✓ | Acknowledgement of Addenda (if any) |
| √ | N/A | Local Preference Form (if applicable) |
| √ | ✓ | Client Reference Form |
| √ | ✓ | Bidder/Proposer Questionnaire |
| √ | ✓ | Vendor Registration Form |
| √ | ✓ | Licenses and/or Certifications (if applicable) |
| √ | ✓ | Proof of Insurance |
| √ | ✓ | Business Tax Receipt [Occupational License(s)] |
| √ | ✓ | State of FL Sunbiz OR State Registration (if not required to have State of FL Sunbiz) |
| √ | ✓ | W9 |

This checklist is for your guidance. Please read the entire RFP thoroughly to ensure that your submission is complete.

Proposer agrees to accept the VISA Procurement card for payment.

Circle one: YES OR **NO**

SECTION 7.0 REQUIRED FORMS**AFFIDAVIT OF ELIGIBILITY FOR LOCAL VENDOR PREFERENCE****(Davie Code of Ordinances Sec. 2-326)**

N/A

****Complete the boxes below as applicable:****

- 1.
- ☐
- My Business is located within the
- Town of Davie**
- .

| |
|--|
| Legal Name of Firm: |
| Taxpayer ID No.: |
| Physical Address: <small>SHALL NOT BE A P.O. BOX OR RESIDENCE</small> |
| Phone Number: |
| Email Address: |
| Has the business name changed since it was opened in Davie? Yes <input type="checkbox"/> No <input type="checkbox"/> |
| If yes, provide the previous business name: |
| Date your business was established in Town of Davie: |
| Business License Number: _____ Date Issued: _____ |
| The business employs _____ (insert a number) full time employees. |

- 2.
- ☐
- My Business is located within
- Broward County**
- .

| |
|---|
| Legal Name of Firm: |
| Taxpayer ID No.: |
| Physical Address: <small>SHALL NOT BE A P.O. BOX OR RESIDENCE</small> |
| Phone Number: |
| Email Address: |
| Has the business name changed since it was opened in Broward County? Yes <input type="checkbox"/> No <input type="checkbox"/> |
| If yes, provide the previous business name: |
| Date your business was established in Broward County: |
| Business License Number: _____ Date Issued: _____ |
| The business employs _____ (insert a number) full time employees. |

N/A ☐ I have attached copies of applicable Business Tax Receipt(s) (REQUIRED).

The undersigned states that the forgoing statements are true and correct. The undersigned also acknowledges that any person, firm, corporation or entity intentionally submitting false information to the Town in an attempt to qualify for local preference shall be prohibited from bidding on Town of Davie products and services for a period of one (1) year.

Authorized Signatory:  Print Name: Patrick Auman

REQUIRED PROPOSER/BIDDER QUESTIONNAIRE

Name of Firm: Odyssey Manufacturing Co. Date: 6/16/23

Primary Contact Person for this RFP: Patrick Allman

Primary Contact Person Email Address: pallman@odysseymanufacturing.com

Primary Contact Person Phone Number: 813/635-0339

1. How many years has your firm been in business under its present business name?: 25 yrs.

2. Under what other former name(s) has your firm operated?: same

3. Have any similar agreements held by proposer for a similar project to the proposed project ever been canceled? Circle one: ☒ **No** ☐ **Yes** If yes, please explain: _____

4. Has the proposer or any principals of the firm failed to qualify as a responsible proposer, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? Circle one: ☒ **No** ☐ **Yes**

If yes, please explain: _____

5. Has the proposer or any principals of the firm ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? Circle one: ☒ **No** ☐ **Yes**

If yes, please explain and give date, court jurisdiction, action taken, and any other explanation deemed necessary: _____

6. Litigation/Judgements/Settlements/Debarments/Suspensions – Submit information on any pending litigation and any judgements and settlements of court cases relative to providing the services requested herein that have occurred within the last three (3) years. Also indicate if your firm has been debarred or suspended from bidding or proposing on a procurement project by any government entity during the last five (5) years. N/A

7. Provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations.

N/A

SOURCE OF INFORMATION SURVEY

How did you find out about this solicitation? Check all that apply:

1. www.davie-fl.gov

2. www.demandstar.com

3. The Sun-Sentinel

5. Referral/word-of-mouth Specify Source: _____

6. Search Engine/Internet search

7. E-mail Specify Source: _____

8. Banner or Link on another website

9. Flyer, newsletter, direct mail Specify Source: _____

10. Other, Specify Source: _____

Please note: This survey form is used for internal Procurement purposes only.

VENDOR INFORMATION

Is this a form being filled out as a new application or an update to an existing application?

New Application ☐

Updating Application ☒

Vendor Name:

(Business Name Registered With The State OR Full Name If An Individual)

Odyssey Manufacturing Company

Mailing Address:

1484 Massaro Blvd.
Tampa, FL 33619

Remit to Address

(If Different from Mailing Address):

Contact Name:

Patrick Allman

Telephone:

813/635-0339

Federal Tax ID Number:

65-0846345

Fax Number:

813/635-0339

Company Email Address:

pallman@odysseymanufacturing.com

Business Website (If Applicable):

www.odysseymanufacturing.com

Emergency Contact Information

Please enter information the Town can use to contact you for disaster or emergency services below

Name

Contact Information

Patrick Allman

813/635-0339 or cell 813/335-3444

Odyssey Mfg. Control Room (24/7)

813/635-0339

Have you been awarded any government contracts recently or in the past? If yes, please list the contract #'s, the agency, the service provided , and if it is still active.

Yes.

1. City of Pompano Beach - Maintenance, Service, Repair Contract/Agreement, No. 1693 (from FRQ E-19-22), Active as of June 2022
2. TOHO Water Authority - Maintenance, Service, Repair Contract/Agreement, From Bid IFB-21-052, Active as of May 2021

Products & Services

In the space provided below please indicate any product or services that your firm provides

- Chemical Dosing/Metering Pumps and Skids
- Chemical Storage Tanks
- Chemical Plumbing/Piping (including underground) and Injections (Pipr Tapping)
- Sensors, Controllers, and Analyzers (including wiring)
- Temporary Chemical Systems & Equipment Rental
- Safety
- Turn-Key Projects
- *** And More (See attached flyer)



ODYSSEY

MANUFACTURING CO.

CONSTRUCTION & MAINTENANCE SERVICES/EQUIPMENT

TURN-KEY PROJECTS - Chemical-Feed Systems,
Chemical Storage Tanks, Odor Control Systems,
Disinfection Solution Equipment, and more

- Licensed General Contactor & Licensed Plumber
- Engineering provided by Odyssey Engineering Company, LLC
- State of Florida Distributor for Process Solutions, Inc. & PAX Water Technologies



CHEMICAL FEED SYSTEM



CHEMICAL PUMP/DOSING SKID
(BLUE PLANET ENV. SYSTEMS, INC.)



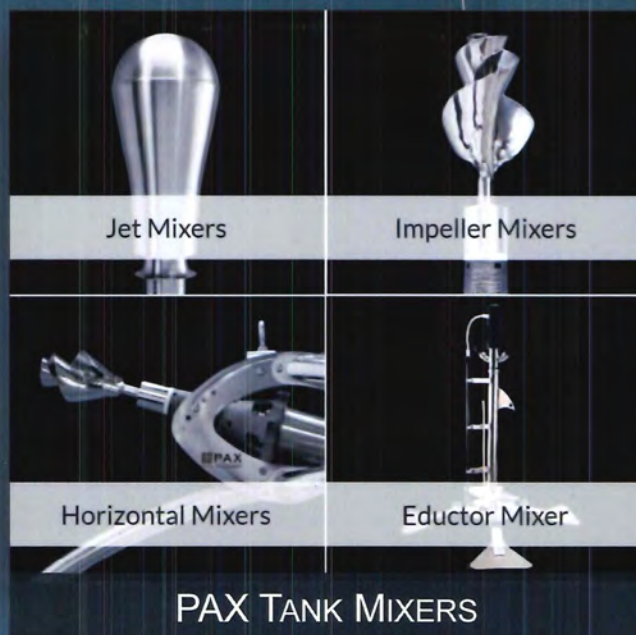
PSI MICROCHLOR (ON-SITE
HYPOCHLORITE GENERATION)



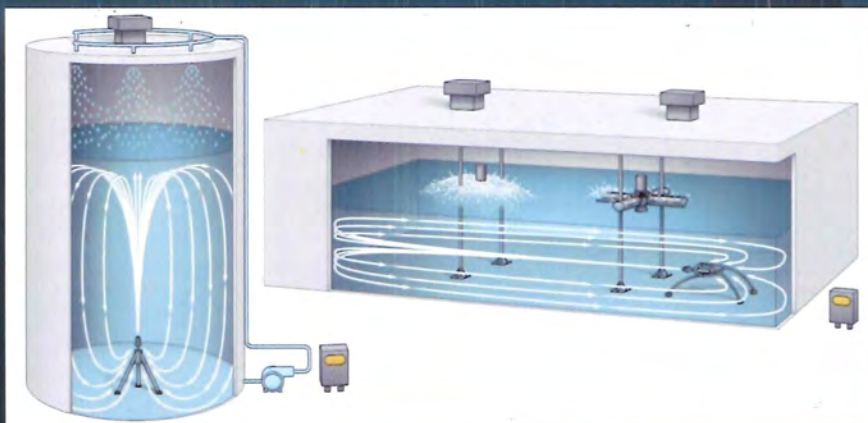
HIBOCS (ODOR CONTROL SYSTEM)



STORAGE TANK INSTALLATION



PSI TANK SHARK
(TANK MIXER)



PAX THM REMOVAL SYSTEMS

Ownership Disclosure

1. If the contract or business transaction is with a company, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and address are as follows (Post Office addresses are not acceptable):

| <u>Full Legal Name</u> | <u>Address</u> | <u>Ownership %</u> |
|------------------------|----------------------------------|--------------------|
| STEPHEN SIDELKO | 1484 MASSAHO BLVD. TPA, FL 33619 | 100% |
| | | |
| | | |
| | | |

2. The full legal names and business addresses of any other individual (other than subcontractors, materialmen, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest in the contract or business transaction with the Town are as follows (Post Office addresses are not acceptable):

| <u>Full Legal Name</u> | <u>Address</u> |
|------------------------|----------------|
| | |
| | |
| | |
| | |

3. The officers of the Corporation are as follows:

| | <u>Name</u> | <u>Address</u> |
|-------------------|------------------------|---|
| President: | <u>Marvin Rakes</u> | <u>1484 Massaro Blvd., Tampa, Fl. 33619</u> |
| Vice President: | <u>Stephen Sidelko</u> | <u>1484 Massaro Blvd., Tampa, Fl. 33619</u> |
| Secretary: | <u>Stephen Sidelko</u> | <u>1484 Massaro Blvd., Tampa, Fl. 33619</u> |
| Treasurer: | <u></u> | <u></u> |
| Registered Agent: | <u></u> | <u></u> |

**TOWN OF DAVIE
CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135**

ODYSSEY MANUFACTURING CO. does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Cuba or Syria.

Affirm:



TOWN OF DAVIE CERTIFICATION REGARDING DEBARMENT

Certification Regarding Debarment, Suspension And Other Responsibility Matters TO BE COMPLETED BY PROSPECTIVE VENDOR

A. The prospective Vendor certifies that it and its principals (subcontractors and suppliers):

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or involuntarily excluded by any Federal, State, County, City or Town or other government agency;
2. Have not within a three (3) year period preceding this bid proposal been convicted of or had a civil judgment entered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, City or Town or other local agency) transaction or contract; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) within commission of any of the offenses enumerated in paragraph (A)(2) of this certification; and
4. Have not within a three (3) year period preceding this bid proposal had one or more public contracts (Federal, State, City or Town or other agency) terminated for cause or default.

B. Where the prospective Vendor is unable to certify to any of the statements in this certification, an authorized signatory to this proposal shall complete, sign and attach a detailed explanation.

Affirm:



E-VERIFY FORM

Company/FirmName:

Odyssey Manufacturing Co.

Vendor/Consultant/Contractor and any sub-contractors shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of the resulting Contract/Purchase Order, if awarded. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the Town as a result of the termination of this contract.

Vendor/Consultant acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- (a) all persons employed by Vendor/Consultant to perform employment duties within Florida during the term of the contract; and
- (b) all persons (including SUBCONTRACTORS/SUBVENDORS) assigned by Vendor/Consultant to perform work pursuant to the contract with the Department. The Vendor/Consultant acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Davie.

By executing this form, I, *Patrick Allman*, being duly authorized by and on behalf of, Contractor, verify Contractor's compliance with Section 448.095, Fla. Stat. I hereby declare under penalty of perjury that the foregoing is true and correct.

Affirm:



Vendor or Contractor Conflict of Interest Disclosure Statement

What Defines A Conflict Of Interest According To The Town:

A. An officer, director, employee, agent, or other consultant of the Town or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with a grant of the Agreement with the Town or its Departments.

B. There are undisclosed persons or entities interested with the Contractor in the Agreement. The Agreement is entered into by the Contractor with a connection with another entity or person making a proposal for the same purpose, and possibly with collusion, fraud or conflict of interest. Elected or appointed officer(s) or official(s), director(s), employee(s), agent(s) or other consultant(s) of the Town, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:

- 1.) Is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of the Agreement, or in the services, supplies or work, to which the Agreement relates or in any portion of the revenues; or
- 2.) Is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge, any subcontractor or supplier to the Contractor.

DISCLOSURE OF CONFLICT OF INTEREST

VENDOR SHALL DISCLOSE BELOW, TO THE BEST OF HIS OR HER KNOWLEDGE, ANY TOWN OF DAVIE OFFICER OR EMPLOYEE, OR ANY RELATIVE OF ANY SUCH OFFICER OR EMPLOYEE AS DEFINED ABOVE AND IN SECTION 112.3135, FLORIDA STATUTES, WHO IS AN OFFICER, PARTNER, DIRECTOR OR PROPRIETOR OF, OR HAS A MATERIAL INTEREST IN THE VENDOR'S BUSINESS OR ITS PARENT COMPANY, ANY SUBSIDIARY, OR AFFILIATED COMPANY, WHETHER SUCH TOWN OFFICIAL OR EMPLOYEE IS IN A POSITION TO INFLUENCE THIS PROCUREMENT OR NOT.

Please indicate below if there is a Conflict Of Interest.

(Please select one option)

☐

YES

☒

NO

If you indicated yes above please list the names and relationships of those who you believe would lead to a conflict of interest in the space provided below

Name:

Relationship:

| | |
|--|--|
| | |
| | |
| | |

By signing this document you are affirming that you have read and understood the terms, conditions, and information above. That all the information provided above is true and accurate. That the business associated with this application has not been debarred and does not have a conflict of interest in any manner as described above. That you have the proper authority to sign this document.

Name & Title, Typed or Printed

PATRICK ALLMAN,
GENERAL MANAGER

Authorized Signature



Date

6/12/23

Additional Information

Certain forms are required in order for this vendor registration form to be processed. These forms are listed below.

- ✓ • W-9 Form
- ✓ • Business Tax Receipt [Occupational License(s)] (Required if Vendor is based in Broward County)

These forms must be received together with this registration form.

*FIND
ATTACHED*

Note:

Email this registration form along with attachments to:

purchasing@davie-fl.gov



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

COGDILL, MICHAEL J

ODYSSEY MANUFACTURING CO

1484 MASSARO BLVD

TAMPA FL 33619

LICENSE NUMBER: CGC1516698

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE PLUMBING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

WING, DAVID ALBERT

ODYSSEY MANUFACTURING CO
9500 134TH WAY NORTH
SEMINOLE FL 33776

LICENSE NUMBER: CFC057182

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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

2022 - 2023 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT

EXPIRES SEPTEMBER 30, 2023

OCC. CODE

190.000038 CLEANING PRODUCTS MANUFACTURER

ACCOUNT NO.

215900

RENEWAL

40 Employees

Receipt Fee

120.00

Hazardous Waste Surcharge

40.00

Law Library Fee

0.00

BUSINESS ODYSSEY MANUFACTURING CO
1484 MASSARO BLVD
TAMPA, FL 33619

NAME ODYSSEY MANUFACTURING CO
MAILING 1484 MASSARO BOULEVARD
ADDRESS TAMPA, FL 336190000

2022 - 2023

Paid 21-0-494501
07/10/2022 160.00

BUSINESS TAX RECEIPT

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

NANCY C MILLAN, TAX COLLECTOR

813-635-5200

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

2022 - 2023 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT

EXPIRES SEPTEMBER 30, 2023

OCC. CODE

090.000004 CONTRACTOR

ACCOUNT NO.

66971

RENEWAL

1 Employees

Receipt Fee

18.00

Hazardous Waste Surcharge

40.00

Law Library Fee

0.00

CGC1516698

BUSINESS COGDILL MICHAEL J
ODYSSEY MANUFACTURING CO
1484 MASSARO BLVD
TAMPA, FL 33619

NAME COGDILL MICHAEL J
MAILING ODYSSEY MANUFACTURING CO
ADDRESS 1484 MASSARO BLVD
TAMPA, FL 33619

2022 - 2023

Paid 21-0-494501
07/10/2022 58.00

BUSINESS TAX RECEIPT

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

NANCY C MILLAN, TAX COLLECTOR

813-635-5200

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

2022 - 2023 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT

EXPIRES SEPTEMBER 30, 2023

OCC. CODE

090.020001 PLUMBING CONTRACTOR

ACCOUNT NO.

66972

RENEWAL

1 Employees

Receipt Fee

18.00

Hazardous Waste Surcharge

40.00

Law Library Fee

0.00

CFC057182

BUSINESS WING DAVID ALBERT
ODYSSEY MANUFACTURING CO
1484 MASSARO BLVD
TAMPA, FL 33619

NAME WING DAVID ALBERT
MAILING ODYSSEY MANUFACTURING CO
ADDRESS 1484 MASSARO BLVD
TAMPA, FL 33619

2022 - 2023

Paid 21-0-494501
07/10/2022 58.00

BUSINESS TAX RECEIPT

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

NANCY C MILLAN, TAX COLLECTOR

813-635-5200

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

State of Florida

Department of State

I certify from the records of this office that ODYSSEY MANUFACTURING CO. is a Delaware corporation authorized to transact business in the State of Florida, qualified on June 30, 1998.

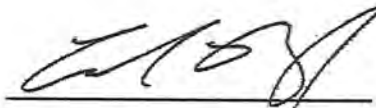
The document number of this corporation is F98000003732.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on March 13, 2023, and that its status is active.

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

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-fifth day of April, 2023*




Secretary of State

Tracking Number: 2479639163CU

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

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



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Profit Corporation

ODYSSEY MANUFACTURING CO.

Filing Information

Document Number F98000003732

FEI/EIN Number 65-0846345

Date Filed 06/30/1998

State DE

Status ACTIVE

Principal Address

1484 MASSARO BLVD
TAMPA, FL 33619

Changed: 01/20/2000

Mailing Address

1484 MASSARO BLVD
TAMPA, FL 33619

Changed: 01/20/2000

Registered Agent Name & Address

SIDELKO, STEPHEN W
2910 LUCKIE ROAD
WESTON, FL 33331

Officer/Director Detail

Name & Address

Title V/S

SIDELKO, STEPHEN W
2910 LUCKIE ROAD
WESTON, FL 33331

Title P

RAKES, MARVIN T
4515 BLUE MARLIN DRIVE
BRADENTON, FL 34208

Annual Reports

| Report Year | Filed Date |
|-------------|------------|
| 2021 | 02/19/2021 |
| 2022 | 02/02/2022 |
| 2023 | 03/13/2023 |

Document Images

| | |
|--|--|
| 03/13/2023 -- ANNUAL REPORT | View image in PDF format |
| 02/02/2022 -- ANNUAL REPORT | View image in PDF format |
| 02/19/2021 -- ANNUAL REPORT | View image in PDF format |
| 03/17/2020 -- ANNUAL REPORT | View image in PDF format |
| 03/06/2019 -- ANNUAL REPORT | View image in PDF format |
| 03/01/2018 -- ANNUAL REPORT | View image in PDF format |
| 02/10/2017 -- ANNUAL REPORT | View image in PDF format |
| 02/23/2016 -- ANNUAL REPORT | View image in PDF format |
| 03/03/2015 -- ANNUAL REPORT | View image in PDF format |
| 02/20/2014 -- ANNUAL REPORT | View image in PDF format |
| 02/01/2013 -- ANNUAL REPORT | View image in PDF format |
| 01/17/2012 -- ANNUAL REPORT | View image in PDF format |
| 01/31/2011 -- ANNUAL REPORT | View image in PDF format |
| 02/05/2010 -- ANNUAL REPORT | View image in PDF format |
| 01/21/2009 -- ANNUAL REPORT | View image in PDF format |
| 01/14/2008 -- ANNUAL REPORT | View image in PDF format |
| 01/04/2007 -- ANNUAL REPORT | View image in PDF format |
| 02/02/2006 -- ANNUAL REPORT | View image in PDF format |
| 02/04/2005 -- ANNUAL REPORT | View image in PDF format |
| 02/02/2004 -- ANNUAL REPORT | View image in PDF format |
| 02/05/2003 -- ANNUAL REPORT | View image in PDF format |
| 03/05/2002 -- ANNUAL REPORT | View image in PDF format |
| 01/23/2001 -- ANNUAL REPORT | View image in PDF format |
| 01/20/2000 -- ANNUAL REPORT | View image in PDF format |
| 02/17/1999 -- ANNUAL REPORT | View image in PDF format |
| 06/30/1998 -- Foreign Profit | View image in PDF format |

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Odyssey Manufacturing Company

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1484 Massaro Blvd.

6 City, state, and ZIP code

Tampa, FL 33619

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

____ - ____ - _____

or

Employer identification number

65 - 0846345

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►

Date ►

06/12/23

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

DAVIE, FLORIDA

RESOLUTION NO. R2023-176

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA APPROVING THE AGREEMENT BETWEEN ODYSSEY MANUFACTURING CO. AND THE TOWN OF DAVIE FOR RFP#JA-23-59 CHEMICAL SYSTEM MAINTENANCE AND REPAIR SERVICES FOR CHEMICAL SYSTEMS AT THE TOWN OF DAVIE'S TWO (2) WATER TREATMENT FACILITIES: ONE (1) WASTE WATER TREATMENT FACILITY AND ONE (1) REUSE TREATMENT FACILITY; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town solicited RFP# JA-23-59 Chemical System Maintenance and Repair Services in order to provide maintenance and repair work for chemical systems at the Town of Davie's two (2) water treatment facilities, one (1) wastewater treatment facility, one (1) reuse treatment facility and any associated offsite chemical systems in the distribution and collections systems;

WHEREAS, the Review Committee evaluated the sole response and received, and accepted the proposal from Odyssey Manufacturing Co.;

WHEREAS, the Review Committee's recommendation was to negotiate a contract with Odyssey Manufacturing Co. and by Resolution 2023-119, the Town Council authorized the Town Administrator or designee to negotiate an agreement for maintenance and repair work for the chemical systems;

WHEREAS, negotiations were successful with Odyssey Manufacturing Co. and an agreement has been prepared;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE THAT:

Section 1. Legislative Findings/Recitals. The above recitals are hereby adopted by the Town of Davie as its legislative findings relative to the subjects and matters set forth in this Resolution.

Section 2. The Town Council of the Town of Davie hereby approves the agreement between Odyssey Manufacturing Co. and the Town of Davie for maintenance and repair work for the chemical systems.

Section 3. The Town Council hereby authorizes expenditures of funds over \$65,000 per year in accordance with the awarded contract prices, on an as-needed basis. Funding will come from approved accounts, dependent on usage and within established budgets.

Section 4. The initial contract shall be for a period of three (3) years from execution of the agreement. In addition, the Town reserves the right to renew the contract for three (3) additional one (1) year periods. Renewals and extensions will be handled administratively.

Section 5. Conflict. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

Section 6. Severability. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, it is the intent of the Town Council that such invalidity shall not affect other provisions or applications of the Resolution which can be given effect without the invalid provision or application and, to this end, the provisions of this Resolution are declared severable.

Section 7. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND DULY ADOPTED by the Town of Davie Town Council on this 18th day of October 2023.





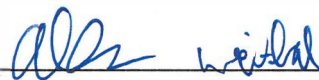
Mayor Judy Paul

Authentication:


Evelyn Roig
Town Clerk

| | | | |
|-----------------------|-----------------|-----|--|
| Motion: | Vice Mayor Luis | | |
| Second: | Mayor Paul | | |
| | | | |
| Vote | Yea | Nay | |
| Mayor Paul | ✓ | | |
| Vice Mayor Luis | ✓ | | |
| Councilmember Whitman | ✓ | | |
| Councilmember Hattan | Abs | | |
| Councilmember Starkey | ✓ | | |

Approved by the Town Attorney
as to form and legal sufficiency:


Allan T. Weinthal

Town of Davie
RFP-JA-23-59 Chemical System Maintenance and Repair Services

AGREEMENT No. RFP-JA-23-59
BETWEEN THE TOWN OF DAVIE
AND
ODYSSEY MANUFACTURING CO.

THIS AGREEMENT is made and entered October 18, 2023 by and between Odyssey Manufacturing Co., a corporation organized and existing under the laws of the **State of Florida**, with offices at **1484 Massaro Blvd, Tampa, FL 33619** (hereinafter referred to as the "Contractor"), and the Town of Davie, a political subdivision of the State of Florida, having its principal office at **8800 SW 36 Street, Davie, FL 33328** (hereinafter referred to as the "Town").

WITNESSETH:

WHEREAS, the Contractor has offered to provide the materials and/or services and to be bound by the Plans and the terms and conditions of the **Request for Proposals ("RFP") No. RFP-JA-23-59 Chemical System Maintenance and Repair Services** which includes the General Terms and Conditions of the Request for Proposals, Specifications, Bid Forms, and associated addenda attached hereto and incorporated herein as Exhibit "A", and the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B"; and

WHEREAS, the Contractor has submitted a written proposal dated June 20, 2023, hereinafter referred to as the "Contractor's Proposal", the terms of which are incorporated herein by reference as if fully set forth herein; and

WHEREAS, the Town desires to procure from the Contractor such services for the Town, in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. The Contractor agrees to provide the materials and/or services pursuant to and to be bound by the terms and conditions of the Request for Proposals, which includes General Terms and Conditions, Specifications, Bid Forms, and associated addenda and the terms of which are incorporated herein by reference as if fully set forth herein and attached hereto as Exhibit "A", and the Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".
2. The Town agrees to abide by and to be bound by the terms and conditions of the Request for Proposals, which includes General Terms and Conditions, Specifications, Bid Forms, and associated addenda attached hereto and incorporated herein as Exhibit "A", and by the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".
3. Contractor shall deliver materials and/or provide services in accordance with the terms and conditions of the Request for Proposals, Bid Forms and addenda attached hereto and incorporated herein as Exhibit "A" and with the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".
4. The Town agrees to make payment in accordance with the terms and conditions of the Request for

Town of Davie
RFP-JA-23-59 Chemical System Maintenance and Repair Services

Proposals, Bid Forms and addenda attached hereto and incorporated herein as Exhibit "A" and with the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

5. This Agreement and attachments hereto constitute the entire agreement between the parties hereto, and its provisions shall not be amended, except in writing, after formal approval by both parties.

6. This Agreement will commence as provided for in Agreement No. RFP-JA-23-59 unless Contractor is otherwise notified by the Town. The initial term is three (years) from the date of execution and there are three (3) one (1) year renewals. Any extension to this Agreement shall be in writing. The Town Administrator is authorized to extend or terminate this Agreement on behalf of the Town.

7. In addition to any other contractual indemnification provisions in Exhibit "A" or Exhibit "B" in favor of the Town, Contractor hereby agrees to indemnify and hold the Town harmless from any and all claims, suits, actions, damages, causes of action, and attorney's fees, arising from any personal injury, loss of life, or damage to person or property sustained by reason of or as a result of the products or materials used or supplied in the performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement upon the date of the final signature below.

ODYSSEY MANUFACTURING CO.

By: _____

(Signature)

Name: _____

(Print)

Title: _____

Date: _____

Attest: _____

Corporate Seal

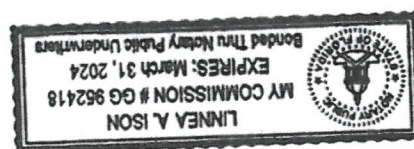
STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 30th day of August, 2023 by Patrick H. Allman who is personally known to me or produced _____ as identification who did/did not take an oath.

Notary

Date



Town of Davie
RFP-JA-23-59 Chemical System Maintenance and Repair Services

TOWN OF DAVIE

By: _____

Judy Paul

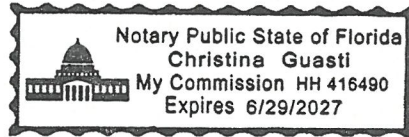
Date: _____

10/18/23

Mayor Judith Paul

STATE OF FLORIDA

COUNTY OF BROWARD



The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18 day of OCTOBER, 2023 by Judy Paul who is personally known to me or produced _____ as identification who did not take an oath.

Christina Guasti
Notary

10/18/23
Date

Attest: *Evelyn Roig*
Evelyn Roig, Town Clerk

Approved as to form
and legal sufficiency

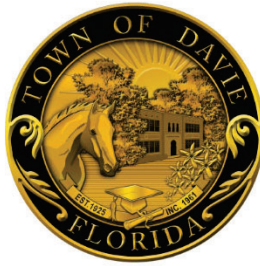
Allan Weinthal
Allan Weinthal, Town Attorney

Town of Davie
RFP-JA-23-59 Chemical System Maintenance and Repair Services

Agreement
Exhibit "A"
(PLACEHOLDER –Solicitation Document)

Town of Davie
RFP-JA-23-59 Chemical System Maintenance and Repair Services

Agreement
Exhibit "B"
(PLACEHOLDER – Firm's Response)



Town of Davie Contract Summary & Routing Form

| Requesting Department Information | Vendor Information |
|---|---|
| Department: Utilities | Vendor: Odyssey Manufacturing Company |
| Primary Contact Name: Renuka Mohammed | Contact Name: Patrick H. Allman |
| Primary Contact E-Mail: rmohammed@davie-fl.gov | Vendor Address: 1484 Massaro Blvd Tampa, Florida 33619 |
| Secondary Contact Name: | Vendor Phone: 813-635-0339/813-335-3444 |
| Secondary Contact E-Mail: | Vendor E-Mail: pallman@odysseymanufacturing.com |
| Department Phone: (954) 327-3768 | Vendor #: 9961 |

| Required Information |
|---|
| 1.) Type of Agreement: Other Other Agreement Type: RFP Agreement |
| 2.) What method of procurement is this agreement related to? <div style="display: flex; justify-content: space-between;"> <div>Method of Procurement: Request for Proposal/Qualification</div> <div>RFP/RFQ# JA-23-59</div> </div> |
| 3.) Is this a Town initiated agreement? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| 4.) Does this agreement replace an existing contract? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Prior Contract #: B-16-138 |
| 5.) Briefly Explain the purpose or description of the scope of service of this contract and provide background information: The Utilities Department is in need of a contractor for order to provide maintenance and repair work for chemical systems at the two water treatment facilities, one wastewater treatment facility, one reuse treatment facility and any associated offsite chemical systems in the distribution and collection systems. |
| 6.) Is Insurance Required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Provide Certificate of Insurance with the contract |
| 7.) Term of agreement: 3 Years Months Days Are there extensions? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No How many? 3 |
| 8.) Can this agreement be terminated for convenience? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |

| | |
|---|---|
| 9.) Total estimated annual value of contract: \$ 200,000.00 | Paid to: <input type="checkbox"/> Town <input checked="" type="checkbox"/> Vendor |
| 10.) Payment Method: Purchase Order | |
| 11.) Is this a Budget Item? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| Account Number(s): Account Number: Util. Operating Accts. Account Number: Account Number: | |
| 12.) Do Late fees apply? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |

| Authorization | | |
|---|--|----------------|
| Form Prepared By: Nicole Fernandez Prada | Signature: Nicole Fernandez Prada <small>Digitally signed by Nicole Fernandez Prada Date: 2023.09.27 17:35:35 -04'00'</small> | Date: 9/27/23 |
| Department Director Signature: Renuka Mohammed | <small>Digitally signed by Renuka Mohammed Date: 2023.09.27 17:33:38 -04'00'</small> | Date: 9/27/23 |
| Department Director Signature: | | Date: |
| Procurement Buyer Signature: Jenna Albers | <small>Digitally signed by Jenna Albers Date: 2023.10.02 15:14:41 -04'00'</small> | Date: 10/2/23 |
| Town Attorney Signature: Philip Sherwin | <small>Digitally signed by Philip Sherwin Date: 2023.10.03 08:27:22 -04'00'</small> | Date: 10/02/23 |
| Procurement Manager Signature: Brian K. O'Connor | <small>Digitally signed by Brian K. O'Connor Date: 2023.10.03 17:33:37 -04'00'</small> | Date: 10/03/23 |
| Town Administrator Signature: Richard J. Lemack | <small>Digitally signed by Richard J. Lemack Date: 2023.10.04 17:26:23 -04'00'</small> | Date: 10/04/23 |

| PROCUREMENT STAFF ONLY | |
|--|----------|
| Date Sent To Town Attorney | 10/2/23 |
| Date Returned From Town Attorney | 10/3/23 |
| Date Sent Back To Procurement Manager | 10/3/23 |
| Date Returned From Procurement Manager | 10/03/23 |
| Date Sent To Town Administrator | 10/03/23 |
| Date Returned From Town Administrator | 10/05/23 |
| Date Sent Back To Department For Town Council Approval | 10/10/23 |
| Date Of Town Council Approval | TBD |
| Resolution Number | |
| Date Sent To Vendor | |
| Date Entered Into Contract Database | |

Company Submitting Proposal

REQUEST FOR PROPOSALS



RFP NO. JA – 23 – 59
TITLE CHEMICAL SYSTEM MAINTENANCE AND REPAIR SERVICES
AVAILABLE FRIDAY, MAY 26TH, 2023

MANDATORY PRE-PROPOSAL CONFERENCE MONDAY, JUNE 5TH, 2023 AT 1:30 PM EST
Meeting Information
Town of Davie Utilities Department
7351 SW 30 St, Davie, FL 33314

DUE DATE 2:00 PM EST on TUESDAY, JUNE 20TH, 2023
SUBMIT TO DEMANDSTAR

REVIEW MEETING TBD

ESTIMATED BUDGET WITHIN ESTABLISHED BUDGET

BONDS N/A

Download Bid Information for Free at: <https://www.davie-fl.gov/bids>

Town of Davie Supplier Central: <https://www.davie-fl.gov/877/Supplier-Central>

Pursuant to Town Code Section No. 2-320 a Cone of Silence is hereby imposed on this solicitation.

The sign in sheet will be available up until the commencement of the pre-proposal conference. Proposers are required to sign in PRIOR to the start of the conference. No one will be permitted to sign in after the meeting starts. Failure to do so will deem proposer absent to the pre-proposal conference and ineligible to respond to this solicitation.

RFP# JA-23-59 Chemical System Maintenance and Repair Services

**TOWN OF DAVIE
RFP NO. JA-23-59
REQUEST FOR PROPOSALS
Chemical System Maintenance and Repair Services**



Dear Potential Proposer:

The Town of Davie, Florida invites qualified firms to submit responses in accordance with the requirements stated herein no later than **2:00 PM EST on TUESDAY, JUNE 20, 2023**, for **RFP NO. JA-23-59 Chemical System Maintenance and Repair Services**. Interested firms may secure the solicitation package and all other pertinent information by visiting <http://www.davie-fl.gov/bids> or at DemandStar.com.

Pursuant to Town Code Section No. 2-320 and section 1.51 of the terms and conditions, a Cone of Silence is hereby imposed on this solicitation. The cone shall be in effect until such time of award by the Town Administrator or the Town Mayor and Council.

A Mandatory Pre-Proposal Conference will be held on **MONDAY, JUNE 5TH, 2023 AT 1:30 PM EST**, in the second floor Multipurpose Room of the Utilities Department, 7351 SW 30 St, Davie, FL 33314. A site visit will immediately follow. In order to be eligible to respond to this solicitation, proposers are required to attend the pre-proposal conference and site visit.

The sign in sheet will be available up until the commencement of the pre-proposal conference. Proposers are required to sign in **PRIOR** to the start of the conference. No one will be permitted to sign in after the meeting starts. Failure to do so will deem bidder absent to the pre-proposal conference and ineligible to respond to this solicitation.

There will be two sites visited after the pre-proposal conference. Vendors will be required to initial at the beginning of the visit at the first location and initial at the end of the visit at the last location, to ensure that everyone is safe and accounted for.

Questions regarding this solicitation shall be submitted in writing to bids@davie-fl.gov no later than 5:00 PM on **JUNE 9, 2023**. Responses to those questions considered material to the solicitation will be made available as formal addenda to the Town's Procurement website and DemandStar.com. It is the responsibility of prospective proposers to ensure they are aware of all addenda issued relative to this solicitation.

Respondents **shall submit all proposal documents electronically through www.demandstar.com**. A full instructional guide on how to submit documents will be included with this solicitation. Under "Bid Amount," enter "0". All calculations and review of responses will be conducted through administrative review and a review committee meeting to be scheduled later. Only proposer names will be read into the record. The Town will maintain documentation on its own website at www.davie-fl.gov/411/Procurement for general public information and posting requirements. **Late submissions shall not be accepted.**

RFP responses will be publicly opened and firm names read aloud in the Temporary Town Hall Building "D", located at 8800 SW 36th Street Davie, FL 33328, after the due date/time noted above.

Members of the public may still attend virtually by phone or online. Please see below for virtual meeting information:

Meeting Information

Meeting link:

<https://daviepurchasing.webex.com/daviepurchasing/j.php?MTID=mae828ba106e68ed480b3e607e1754d8e>

Meeting number: 2336 541 0470

Password: CprpZst327

More ways to join

Join by phone

+1-408-418-9388 United States Toll

Access code: 233 654 10470

The selection of the successful respondent(s) shall be at the Town's discretion and shall be made in a prompt manner after the receipt and evaluation of all RFP responses. The Town of Davie reserves the right to reject any and all submissions, to waive any and all irregularities in any submission, and to make awards in the best interest of the Town.

Persons with disabilities requiring accommodations in order to participate should contact the Town Clerk at 954-797-1023 at least forty-eight (48) hours prior to the meeting to request such accommodation. If you are hearing or speech impaired, please contact the Florida Relay Service by using the following numbers: 1-800-955-8770 (voice) or 1-800-955-8771 (TDD).

A handwritten signature in black ink, appearing to read "Brian K. O'Connor".

Brian K. O'Connor
Procurement Manager
Town of Davie

Pursuant to Florida Statutes 119.071, sealed bids, proposals or replies by an agency pursuant to a competitive solicitation are exempt from inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after the opening of the bids, proposals, or final replies, whichever is earlier.

Pursuant to Florida Statute § 286.0105, if a person decides to appeal any decision made by this board, agency, committee, or council with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings. For such purpose he or she will need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based.

TABLE OF CONTENTS

| SOLICITATION SECTIONS | | PAGE |
|------------------------------|--|-------------|
| SECTION 1.0 | General Terms and Conditions | 4 |
| SECTION 2.0 | Insurance Requirements | 33 |
| SECTION 3.0 | Special Conditions | 36 |
| SECTION 4.0 | Content of Proposal | 41 |
| SECTION 5.0 | Scope of Services | 43 |
| SECTION 6.0 | Price Proposal Form | 48 |
| SECTION 7.0 | Required Forms and Vendor Registration Form | 50 |
| | <ul style="list-style-type: none"> • Demandstar Sign Up • Demandstar E-Bidding Instructions • Conference Call/Online Meeting Instructions | Attached |

SECTION 1.0 GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

When used in Contract Documents (defined below) or in related documents, the following terms shall have the meanings given below:

Addendum: A modification of the Plans, Specifications or other Contract Documents distributed to prospective Bidders prior to the opening of Bids.

Advertisement for Bids: The public notice inviting the submission of Bids for the work.

Bid: The written offer of a Bidder to perform the work or service.

Bid Bond: A bond executed by a Bidder and its Surety in the attached form guaranteeing that the Bidder, if awarded the Contract will execute the same and will timely furnish the required Performance Bond, Payment Bond, and evidence of Insurance.

Bidder: Any individual, firm, partnership or corporation submitting a Bid in accordance with the Instructions to Bidders.

Bid Documents: Bid Guarantee or bid deposit. The Advertisement for Bids, Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Provisions, Technical Specifications and Plans, together with all Addenda.

Bid Form: The form on which Bids are submitted.

Calendar Day: Every day shown on the calendar.

Change Order: A written agreement executed by the Town, the Contractor and the Contractor's Surety, covering modifications to the Contract recommended by the Project Manager and approved by the Town Administrator and/or Town Council.

Contract: The written agreement between the Town and the Contractor for performance of the Work in accordance with the requirements of the Contract Documents and for the payment of the

agreed consideration.

Contract Documents: The Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Provisions, Supplemental Provisions, Technical Specifications and Plans, together with all Addenda, Change Orders, Schedules and Shop Drawings.

Contract Administrator: Town of Davie Town Administrator or his designee or duly authorized representative designated to manage the Contract.

Contractor: The individual, firm, partnership, corporation or joint venture whose Bid is accepted and who enters into a Contract with the Town of Davie and who is liable for the acceptable performance of the work and for the payment of all legal debts pertaining to the Work.

Contract Date: The date on which the Agreement is effective.

Contract Time: The number of days allowed for completion of the work. The Contract Time will be stipulated in the Bid Form, unless extended by a Change Order. All contract time shall be measured in calendar days.

Town: The Town of Davie, a municipal corporation and political subdivision of the State of Florida, incorporated within Broward County, Florida, whose governing body is a Town Council consisting of a Mayor, Vice Mayor and three Town Council members. As used hereunder, the Town is the Town of Davie, including its districts, boards, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents and volunteers.

Community Redevelopment Agency (CRA): The Town of Davie Community Redevelopment Agency, which is created pursuant to Florida Chapter 163, Part III.

Town Administrator: The Administrator of the Town of Davie, Florida.

Executive Director: The Executive Director of the Davie Community Redevelopment Agency.

Days: Reference made to Days shall mean consecutive calendar days.

Deliverables: All documentation and any items of any nature submitted by the Contractor to the Town's Project Manager for review and approval in writing pursuant to the terms of the Agreement.

Lessee: Any individual, partnership or corporation having a tenant relationship with the Town of Davie.

Liquidated Damages: The amount that the Contractor accepts, as stipulated in the Bid Form, which will be deducted from the Contract Sum for each Calendar day of delay due to a Non-excusable Delay to be determined by the Town's Contract Manager.

Notice To Proceed (NTP): The written communication issued by the Town to the Contractor directing the Contractor to begin contract work and establishing the date of commencement of the work.

Owner: The term Owner as used in this Contract shall mean the Town of Davie.

Performance and Payment Bonds: Bonds executed by the Contractor and his Surety, on the attached forms, assuring that the Contractor will, in good faith, perform and guarantee the work in full conformity with the terms of the Contract Documents and will promptly pay all persons supplying the Contractor with labor, materials, or supplies, used directly or indirectly by the Contractor in the prosecution of the Work.

Plans: The drawings or reproductions thereof, prepared and sealed by the Architect/Engineer, which show the locations, character, dimensions and details of the work to be done and which are part of the Contract Documents.

Project: The construction and services required by the Contract Documents, which includes all labor, materials, equipment, and services to be provided by the Contractor to fulfill the Contractor's obligations.

Project Cost: The sum of the construction costs, allowances for contingencies, the total cost of design professional and related services provided by consultant, and allowances for such other items as charges of all other professionals and consultants.

Project Manager: The duly authorized representative designated to manage the

Project.

Scope of Service: Document which details the work to be performed by the Contractor.

Subcontractor or Sub consultant: Any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf of and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

The words "**Work**", "**Services**", "**Program**", or "**Project**": All matters and things required to be done by the Contractor in accordance with the provisions of the Contract.

The words "**Directed**", "**Required**", "**Permitted**", "**Ordered**", "**Designated**", "**Selected**", "**Prescribed**", or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Town's Project Manager or; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Town's Project Manager. In resolving disputes and in all respects the Town Administrator's decision shall be final.

1.2 VENDOR NOTIFICATION

It is the policy of the Town to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit bids. Vendors may enroll with the Town to be included on an email list for goods and services which can be found at <https://www.davie-fl.gov/list.aspx>.

1.3 LOCAL PREFERENCE

(a) Definitions.

Local Davie Vendor. A "local Davie vendor" shall mean a person or business entity which has maintained a permanent place of business with full-time employees within the Town limits for a minimum of six (6) months prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box or a residence. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Town of Davie

and have an address that the U.S. Postal Service recognizes as being a Davie address to be eligible. Local Broward County Vendor. A "local Broward County vendor" shall mean a person or business entity which has maintained a permanent place of business with full-time employees within the Broward County limits for a minimum of six (6) months prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box or a residence. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Broward County or the city within Broward County where the business resides and have an address that the U.S. Postal Service recognizes as being a Broward County address to be eligible.

Bid. A bid shall be any competitive solicitation by specification officially posted by the Town of Davie Procurement staff on the Town's website where the award is determined by the lowest responsive and responsive bidder

Proposal. A proposal shall be any competitive solicitation by request for proposal (RFP) officially posted by the Town of Davie Procurement staff on the Town's website where the award is determined by qualifications.

(b) Process.

(1) Competitive bid. For bid evaluation purposes, vendors that meet the definition of "local Davie vendor" as detailed above shall be given a five (5) percent evaluation credit. This shall mean that if a "local Davie vendor" submits a bid/quote that is within five (5) percent of the lowest price submitted by any vendor, the "local Davie vendor" shall have an option to submit another bid which is at least one (1) percent lower than the lowest responsive bid/quote. If the "local Davie vendor" submits a bid which is at least one (1) percent lower than that lowest responsive bid/quote, then the award will go to the "local Davie vendor." If not, the award will be made to the vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder is a "local Davie vendor," the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

For bid evaluation purposes, vendors that meet the definition of "local Broward County vendor" as detailed above shall be given a two and one-half (2.5) percent evaluation credit. This shall mean that if a "local Broward County vendor" submits a bid/quote that is within two and one-half (2.5) percent of the lowest price submitted by any vendor, the "local Broward County vendor" shall have an option to submit another bid which is at least one (1) percent lower than the lowest responsive bid/quote. If the "local Broward County

vendor" submits a bid which is at least one (1) percent lower than that lowest responsive bid/quote, then the award will go to the "local Broward County vendor." If not, the award will be made to the vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder is a "local Davie vendor", the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

If there is a "local Davie vendor" and a "local Broward County vendor" participating in the same bid solicitation and both vendors qualify to submit a second bid as detailed above, the "local Davie vendor" will be given first option. If the "local Davie vendor" cannot beat the lowest bid received by at least one (1) percent, an opportunity will be given to the "local Broward County vendor." If the "local Broward County vendor" cannot beat the lowest bid by at least one (1) percent, then the bid will be awarded to the lowest bidder regardless of geographic location of the business.

If multiple "local Davie vendors" submit bids/quotes which are within five (5) percent of the lowest bid/quote, then all vendors will be asked to submit a "best and final offer (BAFO)." The award will be made to the "local Davie vendor" submitting the lowest BAFO providing that that BAFO is at least one (1) percent lower than the lowest bid/quote received in the original solicitation. If no "local Davie vendor" can beat the lowest bid/quote by at least one (1) percent, then the process will be repeated with all "local Broward County vendors" who have submitted a bid/quote which is within two and one-half (2.5) percent of the lowest bid/quote. If no "local Davie vendor" and no "local Broward County vendor" can submit a BAFO that is at least one (1) percent lower than the lowest bid/quote submitted in the original solicitation, the award will be made to the lowest responsive bidder regardless of geographic location of the business.

(c) Competitive proposal. For evaluation purposes, "local Davie vendor" and "local Broward County vendor" shall be a criterion for award in any request for proposal unless specifically exempted by the Town Administrator or the Town Council.

(d) Exceptions.

(1) No "local vendor" preference will be included in any competitive solicitation where the Town is the lead agency for the Southeast Florida Cooperative Purchasing Group.

(2) Utilization of a state or other agency contract.

(3) State or Federal law prohibits the use of local preference.

(4) The work is funded in whole or in part by a governmental entity where the laws, rules,

RFP# JA-23-59 Chemical System Maintenance and Repair Services

regulations or policies prohibit the use of local preferences.

- (5) Sole source or single source purchases.
- (6) The "local vendor" is either non-responsive or non-responsible.
- (7) All bids submitted exceed the budget amount for the project.
- (8) Emergency purchases.
- (9) The Town Administrator and/or the Town Council may exempt any competitive solicitation from the local vendor preference.

1.4 BIDDERS RESPONSIBILITIES

Bidders are required to submit their proposals upon the following express conditions:

- A. Bidders shall thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents.
- B. Bidders shall make all investigations necessary to thoroughly inform themselves regarding the site and facilities for delivery of material and equipment as required by the bid conditions. No plea of ignorance, by the bidder, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the Town or the compensation due the bidder.
- C. Bidders are advised that all Town contracts are subject to all legal requirements provided for in the Town of Davie Procurement Code and applicable County Ordinances, State Statutes and Federal Statutes.

1.5 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

- A. Our enclosed Bid Proposal Form is to be used in submitting your bid. NO OTHER FORM WILL BE ACCEPTED.
- B. All information required by the bid form shall be furnished. The bidder shall sign each continuation sheet (where indicated) on which an entry is made.
- C. Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.

D. Alternate bids will not be considered unless authorized in the Invitation to Bid document.

E. Proposed delivery time must be shown in calendar days, which shall include weekends and holidays.

The Town of Davie is exempt from payment to its vendors of State of Florida sales tax and, therefore, such taxes should not be figured into the bid. However, this exemption does not transmit to suppliers to the Town in their (supplier) purchases of goods or services, used in work or goods supplied to the Town. Contractors are responsible for any taxes, sales or otherwise, levied on their purchases, subcontracts, employment, etc. An exemption certificate will be signed where applicable, upon request. The Town will pay no sales tax.

1.6 DESCRIPTION OF SUPPLIES

- A. Any manufacturer's names, trade names, brand names, or catalog numbers used in these applications are for the purpose of describing and establishing minimum requirements or level of quality, standards of performance, and design required, and are in no way intended to prohibit the bidding of other manufacturers' items of equal material, unless specifications state "NO SUBSTITUTIONS."
- B. Bidders must indicate any variances to the specifications, terms, and conditions, no matter how slight. If variations are not stated in the Proposal, it shall be construed that the bid fully complies with the Specifications, Terms and Conditions.
- C. Bidders are required to state exactly what they intend to furnish; otherwise they shall be required to furnish the items as specified.
- D. Bidders will submit, with their proposal, necessary data (factory information sheets, specifications, brochures, etc.) to evaluate and determine the quality of the item(s) they are bidding.
- E. The Town shall be the sole judge of equality and its decision shall be final.

1.7 SUBMISSION OF BIDS

- A. Bidders shall submit all bid documents

electronically through www.demandstar.com. A full instructional guide on how to submit documents will be included with this solicitation. Late submissions shall not be accepted.

- B. The Town will maintain documentation on its own website at <https://www.davie-fl.gov/411/Procurement> for general public information and posting requirements.
- C. Bidders requesting a copy of the bid tabulation will find this information through www.demandstar.com or on the Town's website at <https://www.davie-fl.gov/411/Procurement>.

1.8 ADDENDA

The Procurement Division may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder may not rely on any representation, statement or explanation, whether written or verbal, other than those made in this Bid solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid solicitation and any addenda, the last addendum issued shall prevail. It is the Bidder's responsibility to ensure receipt of all addenda and any accompanying documents. Bidder(s) shall acknowledge receipt of any formal Addenda by signing the addendum and including it with their Bid. Failure to include signed formal Addenda in its Bid shall deem its Bid non-responsive provided, however, that the Town may waive this requirement in its best interest.

1.9 REJECTION OF BIDS

The Town reserves the right to reject any or all proposals prior to award. Reasonable efforts will be made to either award the contract or reject all proposals within one hundred and twenty (120) calendar days after proposals opening date.

1.10 WITHDRAWAL OF BIDS

- A. Bids may not be withdrawn and shall be deemed enforceable for a period of 120 days after the time set for the bid opening.
- B. Bids may be withdrawn prior to the time set for the bid opening. Such request must be in writing.
- C. The Town will permanently retain as

liquidated damages the bid deposit furnished by any bidder who requests to withdraw a bid after the bid opening.

1.11 LATE BIDS OR MODIFICATIONS

Only bids or proposals received as of opening date and time will be considered timely. Bids and modifications received after the time set for the bid opening will be rejected as late.

1.12 CONFLICTS WITHIN THE BID SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

1.13 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications or other bid documents or any part thereof, he/she may submit to the Procurement Manager, on or before five (5) days prior to scheduled opening, a request for clarification. All such requests for clarification shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. The Town will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objection to the specifications and requirements as set forth in this bid must be filed in writing with the Procurement Manager five (5) days prior to the scheduled opening.

1.14 INVOICING/PAYMENT

All invoices should be sent to: Town of Davie, Finance Department, 8800 SW 36th Street, Davie, FL 33328. In accordance with Florida State Statutes, Chapter 218, payment will be made within 45 days after receipt of services and a proper invoice. The Town cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Bidders should state any payment discount in the space provided on the proposal form.

1.15 DISCOUNTS

- A. Bidders may offer a discount for prompt payment; however, such discounts shall

NOT be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted.

- B. In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

1.16 COMPETENCY OF BIDDERS

- A. Pre-award inspection of the Bidder's facility may be made prior to the award of contract. Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this Bid(s); have a record of performance for a reasonable period of time; and have sufficient financial support, equipment and organization to ensure that they can satisfactorily deliver the material and/or services if awarded a Contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the Town.
- B. The Town may consider any evidence available to it of the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience) in making the award in the best interest of the Town. In all cases the Town of Davie shall have no liability to any contractor for any costs or expense incurred in connection with this bid or otherwise.

1.17 NOTICE REQUIREMENTS UNDER THE AGREEMENT

All notices required or permitted under the Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

To the Town:

Project Manager
Town of Davie
Attention: Renuka Mohammed
Utilities Director
Phone: 954-327-3768
Email: rmohammed@davie-fl.gov

To the Procurement Division:

Brian O'Connor, C.P.M., Procurement Manager
Procurement Division
8800 SW 36th Street
Davie, FL 33328
Phone: (954) 797-1016 Fax: (954) 797-1049
Email: boconnor@davie-fl.gov

To the Contractor

Notices will be sent to the contractor at the physical address, e-mail address, and fax numbers and to the person listed in the Contractor's proposal, as applicable.

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

1.18 EMPLOYEES

All employees of the Contractor shall be considered to be at all times the sole employees of the Contractor, under the Contractor's sole direction, and not employees or agents of the Town of Davie or of the Davie Community Redevelopment Agency. The Contractor shall supply competent and physically capable employees and the Town is authorized to require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on Town property is not in the best interest of the Town.

Each employee at all times shall have and display in plain view proper identification. The name of the company shall be displayed on the front of the employee's shirt and the name of the company and employee must be worn on a badge visible from the front of the employee

1.19 AWARD OF BID

- A. The Review Committee or Department will make a recommendation based upon the lowest responsive and responsible bidder whose bid conforms to the Invitation for Bids and is most advantageous to the Town. If lowest fails to comply, then the second will be called

RFP# JA-23-59 Chemical System Maintenance and Repair Services

upon, and so on.

- B. The Town reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the bidder qualifies his bid by specified limitations.
- C. One or more Contractors may be designated as approved Primary or Secondary Vendor(s) for the delivery of material and/or services from this contract through the effective period of the award. In any situation where obtaining services from the Primary Vendor (s) is not in the best interest of the Town, or the vendor cannot deliver material and/or services within 24 hours of date required, or on an emergency basis, staff may obtain services from the Secondary Vendor (s).
- D. Successful Bidder shall be notified in writing of award.
- E. Delivery of materials and/or services shall be performed upon receipt by successful bidder of a numbered, signed purchase order.
- F. In the event that the awarded vendor (s) is unable to perform as required, the Town reserves the right to award to the next lowest, responsive, responsible vendor (s).

1.20 BID PROTESTS

The Town shall provide notice of its intent to award or reject to all bidders by posting such notice on the Town's website within two (2) working days after the posted review committee meeting.

If a vendor feels that it has been treated unfairly with regard to the results of a solicitation, or the resulting recommendation for award, it may protest the Town's action as follows:

(a) Applicability. This section shall apply to protests by bidders and proposers regarding claims made by contractors participating in a Town contract or bidding process and shall only apply to protests by bidders or offerors when the Town Procurement Division posts a Notice of Intent to Award in regards to a purchase in excess of the Town's formal competitive threshold as established in section 2-321(a) "Methods of Source Selection", "General" of this Code.

- (1) Protests; right to protest. Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Procurement Manager. The protest shall be submitted in writing within seventy-two (72) hours excluding holidays and weekends after such aggrieved person knows or should have known of the facts giving rise thereto or the posting of the Town's notice of intent to award on the Town's website.
- (2) Contract claims. All claims by a contractor against the Town relating to a contract shall be submitted in writing to the Procurement Manager. The contractor may request a conference with the Procurement Manager on a submitted claim. Claims include, without limitation, disputes arising under a contract and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission.
- (3) Service of a protest. Service of a protest by mail or courier shall not expand the time frame period allowed for delivery of a protest.

(b) Authority to resolve protests and contract claims.

- (1) Protests. The Procurement Manager, after consulting with the Town Attorney, shall have the authority consistent with this Code to settle and resolve a protest of an aggrieved bidder, offeror, or contractor, actual or prospective, concerning the solicitation or award of a contract.
- (2) Contract claims. The Procurement Manager, after consulting with the Town Attorney, shall have the authority to resolve contract claims, subject to the approval of the Town Administrator or Town Council, as applicable, regarding any settlement that will result in a change order or contract modification.

(c) Decision. If a protest brought pursuant to subsection (a) of this section is not resolved by mutual agreement, the Procurement Manager shall promptly issue a decision in writing to the protesting party upholding or denying the protest or staying the award process for further investigation. A copy of the decision shall be mailed or otherwise furnished to the protestant or claimant and any other party intervening. The decision shall state the reasons for the action taken.

RFP# JA-23-59 Chemical System Maintenance and Repair Services

- (d) Finality of decision. A decision under subsection (c) of this section shall be final unless within three (3) business days from the date of receipt of the decision, the protestant or claimant files a written appeal with the Town Administrator.
- (e) Authority of the Town Administrator. The Town Administrator shall have the jurisdiction to review and determine any appeal by an aggrieved party from a determination by the Procurement Manager regarding a protest or contract claim. Such decision shall be final and conclusive.
- (f) Protest limitations:
 - (1) A written protest may not challenge the relative weight of evaluation criteria or a formula for assigning points.
 - (2) The written protest shall state in detail the specific facts and law or ordinance upon which the protest of the proposed award is based and shall include all pertinent documents and evidence.
 - (3) Only a bidder whose bid is timely received and fully complies with all terms and conditions of the bid may protest an award.
- (g) Protest bond required. Upon the filing of a formal written protest the contractor or vendor shall post a bond, payable to the Town of Davie, in an amount equal to five (5) percent of the total bid or estimated contract amount, or ten thousand dollars (\$10,000.00), whichever is less. In the case of unit cost contracts, discount or percentage-based contracts the full ten thousand dollars (\$10,000) shall be provided. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protesting contractor or vendor in the event the protest is resolved adversely to the protester. An irrevocable letter of credit or other form of approved security, payable to the Town, will be accepted. Failure to submit a bond simultaneously with the formal written protest shall invalidate the protest and the Town may proceed to award the contract as if the protest had never been filed.
- (h) Consideration of timely protests. The Town's consideration of a timely written protest shall not necessarily stay the award process, as may be in the best interest of the Town. The Procurement Manager, through the Town Administrator, may recommend to proceed with the award if

there is a necessity or emergency that will cause loss to the Town if not awarded immediately.

- (i) Timely submittal of protest or appeal required. Failure of a party to submit timely a written protest to the Procurement Manager within the time provided in this section shall constitute a waiver of such party's right to protest pursuant to this section.
- (j) Costs. Any and all costs incurred by a protesting party in connection with a protest pursuant to this section shall be the sole responsibility of the protesting party.

1.21 AGREEMENT

An agreement shall be sent to the awarded vendor to be signed, witnessed, and returned to the Town for execution, when applicable. The Town will provide a copy of the fully executed agreement to the awarded vendor. In the event of an ITB the solicitation document and all addenda shall serve as the complete agreement. The vendors signature on the bid page and the signed award document by the Town shall constitute a binding agreement.

1.22 DISQUALIFICATION OF BIDDERS

A bid may be disqualified temporarily or permanently and rejected by the Town for any lawful reason, including but not limited to the following reasons:

- A. Poor performance or default, in the Town's opinion, on previous contracts with the Town.
- B. Poor performance or default, in the Town's opinion, on previous contracts with other public entities.
- C. Insufficient financial or company size, in the Town's opinion, to perform the requirements of the contract.

1.23 SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the Town. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the Town may result in termination of the contract for default. The Vendor shall cause all subcontractors to accept the terms and conditions of the Vendor's agreement with the Town.

1.24 ASSIGNMENT

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the Town and Town's approval, which consent Bidder acknowledges is at the sole discretion of the Town. The Town shall have the ability to assign or transfer this agreement in the event the Town of Davie Utilities Department is acquired by another entity. The Town shall provide notice to the successful Bidder.

1.25 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations with the Town through fraud, misrepresentation or material misstatement, may be debarred from doing business with the Town. The Town may also elect to terminate or cancel any other contracts with such individual, corporation or entity with no penalty to the Town for such termination. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation of this or any other contract with the Town under this section, including but not limited to the Town attorney's fees and costs.

1.26 COLLUSION

The bidder, by affixing a signature to this proposal, agrees to the following:

1. Bidder certifies that his/her bid is made without previous understanding, agreement, or connection with any person, firm or corporation, making a bid for the same items, or the initiating Town department, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

2. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm, or person to submit a collusive or sham response in connection with the work for which the bid has been submitted; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the bid response or of any other bidder, or to fix any overhead, profit, or cost elements of the bid price or the bid price of any other bidder, or to

secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;

3. The price or prices quoted in the bid response are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any other of its agents, representatives, owners, employees or parties in interest.

1.27 REASON FOR NO BID FORM

If choosing not to bid, please complete and return the enclosed form indicating reason for "No Bid" at this time.

1.28 PATENTS AND COPYRIGHTS

It shall be understood and agreed that by the submission of a proposal, the bidder, if awarded a contract, shall save harmless and fully indemnify and defend the Town and any of its officers or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright, of any person or persons, association, or corporation, as the result of the use of such articles by the Town, or any of its officers, agents, or employees, and of which articles the contractor is not the patentee, assignee, licensee, or owner, or lawfully entitled to sell same.

1.29 PUBLIC RECORDS LAW

Pursuant to Florida Statute 119.07, public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. Sealed Bids and Proposals become subject to this statute, notwithstanding bidders' or proposers' requests to the contrary, at the time the Town provides notice of a decision or intended decision, or 30 days after bid or proposal opening, whichever is earlier.

Financial statements submitted in response to a request by the Town are confidential, and exempt from disclosure. Data processing software obtained under a licensing agreement which prohibits its disclosure is also exempt.

Bidders are hereby notified and agree that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes. If the

Bidder submits trade secrets, as defined under the applicable Florida Statutes, the Bidder shall stamp each page in which the trade secret is listed and clearly mark the information deemed to be a trade secret. The Bidder shall also submit a separate document listing each page in which a trade secret is listed. Additionally, using the appropriate legal analysis, the separate document must clearly state why the information marked as a trade secret is deemed a trade secret pursuant to the applicable Florida Statutes and Florida case law as to be exempt under Chapter 119 of the Florida Statutes.

1.30 CONTRACTOR COMPLIANCE WITH PUBLIC RECORDS LAW

Contractor agrees to comply with public records laws. This includes but is not limited to:

1. Keep and maintain public records as required by the Florida Statutes.
2. Upon request from the Town Clerk, provide the Town of Davie 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 in the applicable Florida Statutes.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost to the Town all public records in possession of the contractor or keep and maintain public records required by the Town to perform the service. If the contractor transfers all public records to the Town, upon completion of the contract, 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 the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town Clerk, or his/her designee, in a format that is compatible with the information technology systems of the Town.

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 954-797-1000, [Evelyn Roig@Davie-FL.gov](mailto:Evelyn.Roig@Davie-FL.gov), 8800 SW 36th Street, Davie, FL 33328.

1.31 SCRUTINIZED COMPANIES

Florida Statute § 287.135: Contractor must certify that the company is not participating in a boycott of Israel. Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria. Contractor must submit the certification that is attached to this agreement. Submitting a false certification shall be deemed a material breach of contract. The Town shall provide notice, in writing, to the Contractor of the Town's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the Town's determination of false certification was made in error then the Town shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

1.32 REQUEST FOR PROPOSAL

Should these "General Conditions" be used in the specifications for a Request for Proposal, every reference to a bid shall be and mean the same as proposal.

1.33 EXCEPTIONS TO PROPOSAL

The bidder must clearly indicate any exceptions it wishes to take to any of the terms in this Proposal, and outline what, if any, alternative is being offered. All exceptions and alternatives shall be included and clearly delineated, in writing, in the Proposal. The Town, at its sole and

absolute discretion, may accept or reject any or all exceptions and alternatives. In cases in which exceptions and alternatives are rejected, the Town shall require the Bidder to comply with the particular term and/or condition of the solicitation to which the Bidder took exception (as said term and/or condition was originally set forth on the solicitation.)

1.34 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The contractor shall indemnify, defend and hold harmless the Town of Davie, its officers, employees, volunteers, agents, boards, elected and appointed officials, instrumentalities and the Davie Community Redevelopment Agency from and against any and all liability, losses or damages, including but not limited to attorney's fees and costs, incurred as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the contractor or its employees, agents, servants, partners, principals or subcontractors. The awarded bidder shall pay all claims and losses in connection with this agreement, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the Town or the Community Redevelopment Agency, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The contractor expressly understands and agrees that any insurance protection required by this contract or otherwise provided by the contractor shall in no way limit the responsibility to indemnify, defend, keep and save harmless and defend the Town, the Community Redevelopment Agency, or its officers, employees, agents, and instrumentalities as herein provided. The above indemnification provisions shall survive the expiration or termination of this contract. Notwithstanding anything set forth in the Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the Town beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the Town for damages, regardless of the number or nature of claims in tort, equity, or Contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the Town, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

1.35 COPELAND "ANTI-KICKBACK"

Contractor and all subcontractors shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). Contractor agrees that no portion of the bid award will be paid to any employees of the Town of Davie, its elected officials, and/or the contractor's consultants, as a commission, kickback, reward or gift, directly or indirectly by the firm or by an officer of the firm.

1.36 CONFLICT OF LAW

If and when this contract is disputed, and should it be necessary to litigate, the substantive and procedural laws of the State of Florida shall govern the outcome of such litigation. This shall apply notwithstanding such factors which include, but are not limited to, place where contract is entered into, place where accident arises and notwithstanding application of conflicts of law principles.

1.37 INTERPRETATION OF THE APPROXIMATE QUANTITIES

The bidder's attention is called to the fact that the estimate of quantities to be furnished under the specifications is approximate only and not guaranteed. The Town does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the Bidder plead misunderstanding or deception because of such estimate of quantities.

1.38 QUANTITIES

The Town specifically reserves the right to accept all or any part of the bid, to split the award, to increase or decrease the quantity to meet additional or reduced requirements of the Town, without such change affecting the contract unit price set forth in the proposal form by the bidder.

1.39 DELIVERY, INSPECTION & TITLE

Prices quoted and deliveries are to be FOB Destination and unloaded, unless otherwise specified in the Invitation for Bids, and made during regular business hours. Inspection and acceptance will be destination unless otherwise provided. Title to/risk of loss or damage to all items shall be the responsibility of the successful bidder until acceptance by the Town unless loss or damage results from negligence by the Town. If the materials or services supplied to the Town are found to be defective or to not conform to specifications, the Town reserves the right to cancel the order upon written notice to the

contractor and return product at bidder's expense.

for each substance as a condition of the award of the bid by the Town.

1.40 WARRANTY

Unless otherwise specified, all items proposed by the bidder shall include a warranty covering services, parts and/or labor for a specified period of time. The bidder shall submit information on both manufacturer and dealer warranties, including proposed term of warranty coverage, where applicable, with the bid proposal. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the Town, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid solicitation may supersede the manufacturer's standard warranty.

1.41 CLAIMS

Successful bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items.

1.42 CONTRACT RENEWAL

Any contract may be renewed within the parameters set forth in solicitation document or negotiated terms.

1.43 CONTRACT EXTENSION

In the event of a term contract for goods and services that is scheduled to end because of the expiration of the contract, the Contractor shall continue the service upon the request of the Town Administrator or designee. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the Town.

1.44 MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

1.45 SAFETY DATA SHEET (SDS)

Under the terms of the Florida Right-to-Know Law (Chapter 442, Florida Statutes), all suppliers of products deemed to be toxic in substance, as indicated in the State of Florida Substance List, are required to submit a Safety Data Sheet (SDS)

1.46 CONDITION OF MATERIALS AND PACKAGING

All equipment, materials, supplies, and components supplied under this bid must be new and unused, free from defects, and shall be the latest manufacturer's models unless otherwise specified. No others will be accepted under the terms and intent of this bid. All containers shall be new and suitable for storage or shipment, and bid price shall include standard commercial packaging. Any exceptions to this provision shall be detailed on the proposal page under exceptions to specifications.

1.47 SAMPLES

Samples, when required, must be submitted within the time specified at no expense to the Town. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense. Each individual sample must be labeled with bidder's name and manufacturer's brand name and number.

1.48 PUBLIC ENTITY CRIMES

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 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 in excess of the threshold amount provided in Florida Statutes, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.49 DISCRIMINATION

Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

1.50 DRUG-FREE WORKPLACE PROGRAM

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

1.51 CONE OF SILENCE

(a) Prohibited communication. Except as set forth in subsection (d), during the course of a competitive solicitation, a cone of silence shall be in effect between:

(1) Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a competitive solicitation or that is subject to being evaluated or having its response evaluated in connection with a competitive solicitation, including a person or entity's representative; and

(2) Any Town Councilmember, the Town Administrator or any person or group of persons appointed or designated by the Town Council or the Town Administrator to evaluate, select, or make a recommendation to the Town Council or the Town Administrator regarding a competitive solicitation, including any member of the selection committee.

(b) Effective dates. A cone of silence shall begin and shall end for competitive solicitations as follows:

(1) A cone of silence shall be in effect during a competitive solicitation process beginning upon the advertisement for the competitive solicitation or during such other procurement activities as declared by the Town Council.

(2) The cone of silence shall terminate at the time the Town Council or Town Administrator takes final action or gives final approval of a contract, rejects all bids or responses to the competitive solicitation, or takes other action which ends the competitive solicitation process.

(c) Notice. When the cone of silence becomes effective for a particular competitive solicitation, the Town Administrator or designee shall provide notice of the cone of silence to the Town Council. The solicitation document for the goods or services shall generally disclose the requirements of this section. Notice of the termination of the cone of silence shall be provided in the award documentation to the Town Administrator and /or Town Council.

(d) Permitted communication.

(1) The cone of silence shall not apply to written or oral communications with legal counsel for the Town or the Procurement Division staff for the Town.

(2) Nothing contained in this section shall prohibit any person or entity subject to this section from:

- a. Making public presentations at pre-bid conferences or at a selection or negotiation meeting related to the competitive selection.
- b. Engaging in contract negotiations with the entity selected to negotiate the terms of the agreement or with the Town Council during a public meeting.
- c. Making a scheduled public presentation to the Town Council during any public meeting related to the competitive solicitation.
- d. Nothing contained in this section shall prohibit a Town Councilmember from initiating contact with a Vendor or Vendor's Representative and subsequent communication related thereto for the purpose of obtaining further information regarding the Competitive Solicitation.
- e. Nothing in this section shall prohibit a Town Council, the Town Council office personnel, and other Town employees from communicating with each other except as prohibited under Chapter 119 of the Florida State Statutes.
- f. Communicating with the person or persons designated in the competitive solicitation as the contact person for clarification or information related to the competitive solicitation. The contact person shall not be a member of the selection/evaluation committee, or the person designated to negotiate the agreement, except as otherwise provided for in subsection (d)(1) above.

(3) The Procurement Manager or designee and the Town Attorney or designee shall accept written communications from persons or entities subject to this section during the time a cone of silence is applicable to a competitive solicitation.

(e) Violations. Any action in violation of this section by a vendor or contractor shall be cause for disqualification of the bid or the proposal. The determination of a violation and the penalty shall be made by Town Council.

(f) Any employee violating this section shall be subject to disciplinary action by the Town Administrator up to and including termination.

(g) The cone of silence shall not apply to a competitive process which seeks to enter into a contract or award of money to perform governmental, quasi-governmental, social or

human services primarily for charitable, benevolent, humanitarian or other philanthropic purposes, such as the award of grants or support assistance to organized nonprofit entities that promote or assist with the care, education, health, standard of living or general welfare of people in the Town of Davie, or that promote or assist community or neighborhood enhancements.

1.52 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

It is hereby made part of this solicitation that the submission of any bid response to this advertised request constitutes a bid made under the same terms and conditions, for the same price, to other government agencies if agreeable by the bidder and the government agency.

At the option of the vendor/contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the vendor/contractor to use this contract shall do so independently of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received, and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

1.53 ACCESS TO RECORDS

The Town reserves the right to require the Contractor to submit to an audit. The Contractor shall provide access to all of its records which relate directly or indirectly to the Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to the Agreement, as specified in Florida Statute Chapter 119 and section 1.30 of this agreement, and upon request make them available to the Town following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the Town to ensure compliance with applicable accounting and financial standards at no cost to the Town.

1.54 TOWN WEBSITE

Bids, addenda, Intents to Award, and other information is available on the Procurement Division's "Procurement" page, which can be

found at: <https://www.davie-fl.gov/411/Procurement>.

1.55 DISCLAIMER

The Town of Davie may, in its sole and absolute discretion, accept or reject, in whole or in part, for any reason whatsoever any or all Bids; re-advertise this Bid; postpone or cancel at any time this Bid process; or, waive any formalities of or irregularities in the bidding process. Bids that are not submitted on time and/or do not conform to the Town of Davie's requirements will not be considered. After all bids are analyzed, organization(s) submitting bids that appear, solely in the opinion of the Town of Davie, to be the most competitive, shall be submitted to the Town of Davie's Town Administrator and/or Town Council, and the final selection will be made shortly thereafter with a timetable set solely by the Town of Davie. The selection by the Town of Davie shall be based on the bid, which is, in the sole opinion of the Town Administrator and/or Town Council of the Town of Davie, in the best interest of the Town of Davie. The issuance of this bid constitutes only an invitation to make presentations to the Town of Davie. The Town of Davie reserves the right to determine, at its sole discretion, the lowest responsive and responsible bidder. In all cases the Town of Davie shall have no liability to any contractor for any costs or expense incurred in connection with this bid or otherwise.

1.56 CONFIDENTIALITY

As a political subdivision, the Town of Davie is subject to the Florida Sunshine Act and Public Records Law. By submitting a Bid, Contractor acknowledges that the materials submitted with the Bid and the results of the Town of Davie's evaluation are open to public inspection and subject to disclosure upon proper request. Contractor should take special note of this as it relates to proprietary information that might be included in its Bid.

1.57 ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of the Agreement, the order of precedence is as follows:

- A. The terms and conditions of the agreement
- B. The Town of Davie's solicitation and any associated addenda and attachments thereof, and
- C. The Contractor's Proposal.

1.58 NATURE OF THE AGREEMENT

The Agreement incorporates and includes all negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in the Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of the Agreement that are not contained in the Agreement, and that the Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning the Agreement shall be of no force or effect, and that the Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the Town in all aspects of the Services performed hereunder.

The Contractor acknowledges that the Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in the Agreement but necessary to carrying out its intent are required by the Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.

The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the Town's Project Manager.

The Contractor acknowledges that the Town shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations.

The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the Town. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the Town with input regarding the time and cost to implement said changes and in

executing the activities required to implement said changes.

1.59 PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the Town's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in the total amount submitted on the Bid Form. The Town shall have no obligation to pay the Contractor any sum(s) in excess of this amount, except for a change and/or modification to the Contract which is approved and executed in writing by the Town and the Contractor.

All Services undertaken by the Contractor before Town's approval of this Contract shall be at the Contractor's risk and expense.

1.60 PRICING

Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods; however, the Contractor may offer incentive discounts to the Town at any time during the Contract term, including any renewal or extension thereof.

1.61 GUARANTEE

The Contractor shall be responsible for technically deficient designs, reports, or studies due to its errors and omissions, and shall promptly correct or replace all such deficient work due to its errors and omissions without cost to Town upon the request of the Town for five years after the date of acceptance of the project by the Town, which are judged to have been in error by a court of competent jurisdiction. Contractor shall also be responsible for the cost of correcting deficient construction which was built from technically deficient designs, where applicable. Payment in full by the Town for work performed does not constitute a waiver of this guarantee.

1.62 MANNER OF PERFORMANCE

A. The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the Town in accordance with the terms and conditions of the Agreement. The Town shall be entitled to a satisfactory

performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the Town, the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.

- B. The Contractor agrees to defend, hold harmless and indemnify the Town and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the Town, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the Town. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.
- C. The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any of its personnel upon reasonable request from the Town, should the Town make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- D. The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- E. The Contractor shall at all times cooperate with the Town and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- F. The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations

that are applicable to the performance of the Agreement.

1.63 INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under the Agreement, an independent contractor, and not an employee, agent or servant of the Town. All persons engaged in any of the work or services performed pursuant to the Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the Town shall be that of an independent contractor and not as employees and agents of the Town.

The Contractor does not have the power or authority to bind the Town in any promise, agreement or representation other than specifically provided for in the Agreement.

1.64 AUTHORITY OF THE TOWN'S PROJECT MANAGER

- A. The Contractor hereby acknowledges that the Town's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, the Agreement including but not limited to: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- B. The Contractor shall be bound by all determinations or orders and shall promptly comply with and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- C. The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager.

In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in the section below. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

- D. In the event of such dispute, the parties to the Agreement authorize the Town Administrator or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the Town Administrator's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the Town Administrator within 10 days of the occurrence, event or act out of which the dispute arises.

The Town Administrator may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of the Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the Town Administrator participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the Town Administrator for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. The parties agree that whenever the Town Administrator is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be deemed fair and impartial when exercised or taken. The Town Administrator shall render a decision in writing and deliver a copy of the same to the Contractor.

Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor and the Town reserve the right to pursue any remedies available under law after exhausting the provisions of this Article.

1.65 MUTUAL OBLIGATIONS

- A. The Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- B. Nothing in the Agreement shall be construed for the benefit, intended or otherwise, of any third party.
- C. In those situations where the Agreement imposes an indemnity or defense obligation on the Contractor, the Town may, at its expense, elect to participate in the defense if the Town should so choose. Furthermore, the Town may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter Contractor agrees to pay the Town's costs, attorney's fees and/or any resulting judgment or settlement from the Contractor.

1.66 QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers shall retain such records, and all other documents relevant to the Services furnished under the Agreement for a period of three (3) years from the expiration date of the Agreement and any extension thereof.

1.67 AUDITS

The Town, or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of the Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and those of its

subcontractors and suppliers which apply to all matters of the Town as needed. Such records shall conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to the Agreement.

The Contractor agrees to grant access to the Town's Auditor to all financial and performance-related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

1.68 SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the Town in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

1.69 SUBCONTRACTUAL RELATIONS

- A. If the Contractor will cause any part of the Agreement to be performed by a subcontractor, the provisions of this Contract will apply to such subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- B. The Contractor, before making any subcontract for any portion of the services, will state in writing to the Town the name of the proposed subcontractor, the portion of the Services which the subcontractor is to do, the place of business of such subcontractor, and such other information as the Town may require. The Town will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the Town.
- C. Before entering into any subcontract hereunder, the Contractor will inform the

subcontractor fully and completely of all provisions and requirements of the Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such subcontractor will strictly comply with the requirements of this Contract.

- D. In order to qualify as a subcontractor satisfactory to the Town, in addition to the other requirements herein provided, the subcontractor must be prepared to prove to the satisfaction of the Town that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the subcontractor must show to the satisfaction of the Town that it has satisfactorily performed services of the same general type which is required to be performed under the Agreement.
- E. The Town shall have the right to withdraw its consent to a subcontract if it appears to the Town that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under the Agreement. All subcontractors are required to protect the confidentiality of the Town and Town's proprietary and confidential information. Contractor shall furnish to the Town copies of all subcontracts between Contractor and subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the Town permitting the Town to request completion of performance by the subcontractor of its obligations under the subcontract, in the event the Town finds the Contractor in breach of its obligations, and the option to pay the subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the Town to any subcontractor hereunder as more fully described herein.

1.70 ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the Town were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events, the Town makes no

representations or guarantees, the Town shall not be responsible for the accuracy of the assumptions presented, the Town shall not be responsible for conclusions to be drawn there from, and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risks associated with using this information.

1.71 SEVERABILITY

If the Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from the Agreement without affecting the binding force of the Agreement as it shall remain after omitting such provision.

1.72 TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

- A. The Town and/or the CRA, may terminate the Agreement and pursue all remedies available at law if an individual or corporation or other entity attempts to meet its contractual obligation with the Town and/or the CRA through fraud, misrepresentation or material misstatement.
- B. The Town and/or the CRA, may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the Town and/or the CRA. Such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including but not limited to attorney's fees and costs.
- C. Contractor acknowledges and agrees that ten dollars (\$10.00) of the compensation to be paid by the Town and/or the CRA, the receipt and adequacy of which is hereby acknowledged by Contractor, is given specific consideration to Contractor for the Town's and the CRA's right to terminate this Agreement for convenience.
- D. The Town, through its Town Administrator, and/or the CRA through its Executive Director, and for its convenience and without cause, may terminate the Contract at any time during the term by giving written notice to consultant/contractor of such termination; which shall become effective within fifteen (15) days following receipt by the Contractor of such notice. If the Contract is terminated for convenience by

RFP# JA-23-59 Chemical System Maintenance and Repair Services

the Town and/or the CRA, the Contractor shall be paid for any services satisfactorily performed up to the date of termination; following which the Town and/or the CRA shall be discharged from any and all liabilities, duties, and terms arising out, or by virtue of, this Contract.

- E. The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the Town and/or the CRA through fraud, misrepresentation or material misstatement may be debarred from Town and CRA contracting in accordance with the Town debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Town's Procurement Policies and Procedures Manual.

In addition to cancellation or termination as otherwise provided in the Agreement, the Town and/or the CRA may at any time, in its sole discretion, with or without cause, terminate the Agreement by written notice to the Contractor and in such event:

- F. The Contractor shall, upon receipt of such notice, unless otherwise directed by the Town and/or the CRA:
1. Stop work on the date specified in the notice ("the Effective Termination Date");
 2. Take such action as may be necessary for the protection and preservation of the Town's and/or the CRA's materials and property;
 3. Cancel orders;
 4. Assign to the Town and/or the CRA and deliver to any location designated by the Town and/or the CRA any non-cancelable orders for Deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement and not incorporated in the Services;
 5. Take no action which will increase the amounts payable by the Town under the Agreement.
- G. In the event that the Town and/or the CRA exercises its right to terminate the Agreement pursuant to this Article the

Contractor will be compensated as stated in the payment Articles, herein, for the:

1. Portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
2. Non-cancelable Deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement but not incorporated in the Services.

- H. All compensation pursuant to this Article is subject to audit.

1.73 EVENT OF DEFAULT

- A. An Event of Default shall mean a breach of the Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:
1. The Contractor has not delivered Deliverables on a timely basis;
 2. The Contractor has refused or failed, except in any case for which an extension of time is provided, to supply enough properly skilled staff personnel;
 3. The Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
 4. The Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
 5. The Contractor has failed to obtain the approval of the Town where required by the Agreement;
 6. The Contractor has failed to provide "adequate assurances" as

RFP# JA-23-59 Chemical System Maintenance and Repair Services

required under subsection "B" below; and

7. The Contractor has failed in the representation of any warranties stated herein.

- B. When, in the opinion of the Town or the CRA, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the Town or the CRA may request that the Contractor, within the time frame set forth in the Town's or the CRA's request, provide adequate assurances to the Town or the CRA, in writing, of the Contractor's ability to perform in accordance with terms of the Agreement. Until the Town or the CRA receives such assurances the Town or the CRA may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the Town or the CRA the requested assurances within the prescribed time frame, the Town may:

1. Treat such failure as a repudiation of the Agreement;
2. Resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

- C. In the event the Town and/or the CRA shall terminate the Agreement for default, the Town, the CRA, or their designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

1.74 REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

- A. Lost revenues;
- B. The difference between the cost associated with procuring Services hereunder and the amount actually expended by the Town for

procurement of Services, including procurement and administrative costs; and,

- C. Such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The Town may also bring any suit or proceeding for specific performance or for an injunction.

1.75 PATENT AND COPYRIGHT INDEMNIFICATION

- A. The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: services, equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.

- B. The Contractor shall be liable and responsible for any and all claims made against the Town or the CRA for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the Town's or the CRA's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, defend, and hold harmless the Town and the CRA and defend any action brought against the Town with respect to any claim, demand, and cause of action, debt, or liability.

- C. In the event any Deliverable or anything provided to the Town or the CRA hereunder, or a portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation, at the Town's or CRA's option, to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at the Contractor's expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the Town or the CRA, at the Contractor's expense, the rights provided under the Agreement to use the item(s).

- D. The Contractor shall be solely responsible

for determining and informing the Town and/or the CRA whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The Town or the CRA may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the Town's judgment, use thereof would delay the Work or be unlawful.

- E. The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

1.76 PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, the Town of Davie is subject to the provisions of Florida's Public Records Law.

The Contractor acknowledges that all computer software in the Town's possession or the CRA's possession may constitute or contain information or materials which the Town or the CRA has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the Town or the CRA has developed at its own expense, the disclosure of which could harm the Town's proprietary interest therein.

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the Town's property, or the CRA's property, any computer programs, data compilations, or other software which the Town has developed, has used or is using, is holding for use, or which are otherwise in the possession of the Town (hereinafter "Computer Software"). The Contractor acknowledges and agrees that all third-party license agreements must also be honored by the contractors and their employees, except as authorized by the Town or the CRA and, if the Computer Software has been leased or purchased by the Town or the CRA, all third party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis,

telecommunications, personal computers and any and all information technology software.

The Contractor will report to the Town any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the Town's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

1.77 PROPRIETARY RIGHTS

- A. The Contractor hereby acknowledges and agrees that the Town and the CRA retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the Town and the CRA to the Contractor hereunder or furnished by the Contractor to the Town and/or created by the Contractor for delivery to the Town, even if unfinished or in process, as a result of the Services the Contractor performs in connection with the Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under the Agreement. The Contractor shall not, without the prior written consent of the Town, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under the Agreement shall not be construed as publication in derogation of the Town's copyrights or other proprietary rights.
- B. All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the Town, hereinafter referred to as "Developed Works" are works for hire and are the property of the Town.
- C. Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without

the prior written consent of the Town, except as required for the Contractor's performance hereunder.

Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all licensed software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the Town or the CRA so desire, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such licensed software and the associated specifications, technical data and other documentation for the operations of the Town, the CRA or entities controlling, controlled by, under common control with, or affiliated with the Town, or the CRA, or organizations which may hereafter be formed by or become affiliated with the Town or the CRA. Such license specifically includes, but is not limited to, the right of the Town or the CRA to use and/or disclose, in whole or in part, the technical documentation and licensed software, including any source code provided hereunder, to any person or entity outside the Town for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the Town, the CRA, or entities controlling, controlled by, under common control with, or affiliated with the Town, the CRA, or organizations which may hereafter be formed by or become affiliated with the Town or the CRA. No such licensed software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

1.78 ETHICS

In accordance with Section 2-330 of the Town's Code requires that the town shall not purchase any goods or services from any person who is actively employed by the Town of Davie or from any business or entity of which the employee or the employee's spouse or child is an agent, officer, partner, director or proprietor or in which they have a material interest or discretionary authority. Any such individual or business shall be disqualified from participating in any bidding

activity for purchases by the town unless specifically authorized by action of the town council. Furthermore all bidders are subject to follow the SECTION 1-19 OF THE BROWARD COUNTY CODE.

1.79 LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and Town orders, statutes, ordinances, rules and regulations which may pertain to the Services required under the Agreement, including but not limited to:

- A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- B. Occupational Safety and Health Act (OSHA) as applicable to this contract.
- C. "Conflicts of Interest" Section 1-19 of the County Code, and Ordinance 2011-19.
- D. Florida Building Code (FBC).
- E. Notwithstanding any other provision of the Agreement, Contractor shall at all times conduct its operations in a safe and sound manner.

1.80 NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. By entering into this Contract with the Town, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the Town to be in violation of the Act, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit or the Contractor violates the Act during the term of

this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

1.81 CONFLICT OF INTEREST

The Contractor represents that:

- A. No officer, director, employee, agent, or other consultant of the Town or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of the Agreement.
- B. There are no undisclosed persons or entities interested with the Contractor in the Agreement. The Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the Town, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:
 - 1. Is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of the Agreement, or in the services, supplies or work, to which the Agreement relates or in any portion of the revenues; or
 - 2. Is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge, any subcontractor or supplier to the Contractor.
- C. Neither the Contractor nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligations under the Agreement; provided that the Town, in its sole discretion, may consent in writing to such a relationship, and provided the Contractor provides the Town with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the Town's best interest to consent to such relationship.

- D. The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under the Agreement and those provided by statute, the stricter standard shall apply.
- E. In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the Town's Project Manager. Contractor shall thereafter cooperate with the Town's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

1.82 PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor, its employees, agents, subcontractors and suppliers, without the express written consent of the Town:

- A. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the Town, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the Town. Such approval may be withheld if for any reason the Town believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- B. Represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the Town, except as may be required by law.

1.83 BANKRUPTCY

The Town reserves the right to terminate this contract if, during the term of any contract the Contractor has with the Town, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

1.84 GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida.

1.85 SURVIVAL

The parties acknowledge that any of the obligations in the Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the Town under the Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

1.86 CANCELLATION FOR UNAPPROPRIATED FUNDS

The obligation of the Town for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

1.87 ASBESTOS STATEMENT

All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the project he will supply only material or equipment that is 100% asbestos free.

1.88 VERBAL INSTRUCTIONS PROCEDURE

No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any Town employee. Only those communications which are in writing from an authorized Town representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the Town as duly authorized expressions on behalf of Contractors.

1.89 COST ADJUSTMENTS

The cost for all items as quoted herein shall remain firm for the term of the contract. Costs for subsequent years and any extension term years shall be subject to an adjustment only if

increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 3% per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPU-U) (National) as published by the Bureau of Labor Statistics, U.S. Dept. of Labor. The yearly increase or decrease in the CPI shall be that latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one year prior. Any requested cost increase shall be fully documented and submitted to the Town at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the Town shall have the right to receive from the Contractor reduction in costs that reflect such cost changes in the industry. The Town may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the Town does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the Town, the contract can be cancelled without penalty by the Town upon giving thirty (30) days written notice to the Contractor.

1.90 EQUITABLE ADJUSTMENT

The Town of Davie may, in its sole discretion, make an equitable adjustment in the Contract Terms and conditions and/or pricing. If pricing or availability of supply is affected by extreme or unforeseen volatility in the marketplace that satisfy all the following criteria: 1) the volatility is due to causes wholly beyond the successful bidder's control; 2) the volatility affects the marketplace or industry, not just the particular successful bidder's source of supply; 3) the effect on pricing or availability of supply is substantial; and 4) the volatility so affects the successful bidder that continued performance of the Contract would result in substantial loss. Any adjustment would require irrefutable evidence and written approval by the Procurement Manager, Town Administrator or Mayor and Council depending on the contract threshold and original signature authority established by Town of Davie Code Section 2-319. The Town may elect to provide a one-time increase, an increase for a predetermined period or an increase for the remainder of the contract. In the event of any market decreases the bidder shall in good faith provide the Town with reduced pricing.

1.91 PROHIBITION OF INTEREST

No contract will be awarded to a bidding firm who has Town elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and Town Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder or termination of the agreement, removal of the Bidder from the Town's bidder lists, and prohibition from engaging in any business with the Town.

1.92 NO CONTINGENT FEES

Vendor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Vendor to solicit or secure the Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Vendor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of the Agreement. For the breach or infraction of this provision, the Town shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

1.93 E-VERIFY

Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Davie.

By entering into this Contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as

amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the Town as a result of the termination of this contract.

1.94 FORCE MAJEURE

The Agreement that is awarded to the successful proposer may provide that the performance of any act by the Town, the CRA, or Contractor hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the Town shall have the right to provide substitute service from third parties or Town forces and in such event the Town shall withhold payment due Contractor for such period of time. If the condition of force majeure exceeds a period of 14 days the Town may, at its option and discretion, cancel or renegotiate the Agreement.

1.95 BUDGETARY CONSTRAINTS

In the event the Town is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Contractor shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

1.96 ANNEXATION

Contractor agrees to extend all terms, conditions and pricing in the Agreement and any

amendments thereto, to any areas annexed into the Town.

1.97 LITIGATION VENUE

The parties agree that all litigation between them in the state courts shall exclusively take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District of Florida.

1.98 LITIGATION

The Town of Davie reserves the right to reject bids from bidders that are currently in litigation or that have previously been in litigation with the Town of Davie.

1.99 SOVEREIGN IMMUNITY

Nothing in the Agreement shall be interpreted or construed to mean that the Town or the CRA waives its common law sovereign immunity or the limits on liability set forth in Section 768.28, Florida Statute. Notwithstanding anything set forth in the Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the Town beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the Town for damages, regardless of the number or nature of claims in tort, equity, or Contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the Town, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

1.100 SUBMISSION AND RECEIPT OF BIDS

Bids having any erasures or corrections must be initialed and dated by the bidder in ink. This bid document shall be typewritten or filled in with pen and ink.

1.101 SOLID WASTE CONSTRUCTION AND DEMOLITION DEBRIS COLLECTION AND DISPOSAL REQUIREMENTS FOR BIDDING JOBS IN THE TOWN OF DAVIE

The Town of Davie has an exclusive solid waste franchise agreement with Coastal Waste & Recycling, Inc., Inc. of Florida for the collection and disposal of all solid waste including construction and demolition (C & D) debris as defined within Florida Statutes Chapter 403. All

applicants for bids to perform construction work for the Town of Davie or the CRA shall be subject to the requirements found in the Town's exclusive solid waste franchise agreement and must contract with Coastal Waste & Recycling, Inc. for the collection and disposal of all construction and demolition debris generated at such construction job sites.

For the current applicable rates and fees for Coastal Waste & Recycling, Inc. dumpsters, roll-off containers, and other related solid waste service equipment needs, please contact Trevor Black, Coastal Waste & Recycling, Inc., Residential Supervisor, at 315-406-1957 or tblack@coastalwasteinc.com.

For further information related to bid specifications related to solid waste franchise requirements, please contact Brian O'Connor, Procurement Manager, at (954) 797-1016 or boconnor@davie-fl.gov.

For solid waste franchise enforcement questions, please contact the Town of Davie Program Division's representative at (954) 797-1045 or Danny Stallone, Code Compliance Official at (954) 693-8237.

PLEASE BE ADVISED THAT THE FAILURE OF ANY BIDDER FOR A CONSTRUCTION PROJECT FOR THE TOWN OF DAVIE, INCLUDING AND NOT LIMITED TO GENERAL CONTRACTORS AND DEVELOPERS, TO ADHERE TO THE REQUIREMENTS OF THE TOWN OF DAVIE'S EXCLUSIVE SOLID WASTE FRANCHISE AGREEMENT SHALL RESULT IN A NOTICE OF VIOLATION, CITATION OR SIMILAR CODE ENFORCEMENT ACTION BEING TAKEN AGAINST THE BIDDER. ENFORCEMENT ACTION MAY INCLUDE DENIAL OR REVOCATION OF A BID APPLICATION AND ITS APPROVAL. THE ENFORCEMENT ACTION WILL RESULT IN FINES AND LIENS UP TO \$15,000/DAY FOR IRREPARABLE VIOLATIONS, UP TO \$1,000/DAY FOR FIRST VIOLATIONS, UP TO \$5,000/DAY FOR REPEAT VIOLATIONS PLUS APPLICABLE COST RECOVERY AND ATTORNEY FEES.

1.102 SUSPENSION AND DEBARMENT

(a) Authority. The Procurement Manager shall provide written notice to any party under review for potential suspension and/or debarment. The notice shall state the grounds for the potential suspension and/or debarment and shall offer the party the opportunity to respond to those grounds in writing. The Procurement Manager may also hold a meeting with the party to discuss those grounds, if the Procurement

Manager determines a meeting is appropriate. After consideration of the party's written response and/or meeting with the party, the Procurement Manager may, after consultation with the Town Attorney's Office, suspend or debar the party from consideration for award of future Town contracts. For purposes of this Part, "party" means any individual or entity. Debarment shall not be for a period of more than five (5) years.

(b) Causes for Suspension. The Procurement Manager may suspend a party when the Procurement Manager has probable cause to debar the party. A vendor may not be suspended for longer than three (3) months unless the Town has commenced debarment proceedings against the vendor, in which case the suspension may last until the debarment proceedings are concluded.

(c) Causes for debarment or suspension. The causes for debarment or suspension include the following:

(1) Conviction for the commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;

(2) Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a contractor;

(3) Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals or contracts;

(4) Violation of contract provisions, as set forth below, of a character which is regarded by the Procurement Manager to be so serious as to justify debarment action:

a. Deliberate failure without good cause to perform in accordance with the contract documents or within the time limit provided in the contract;

b. A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one (1) or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment;

c. Refusal to perform a contract after a contract is accepted by the Town and awarded to the vendor;

d. If a party made material misrepresentations in response to or related to a solicitation;

e. If a party is debarred by another governmental entity;

f. Any other cause the Procurement Manager determines to be so serious and compelling as to affect the responsibility as a contractor, including, but not limited to, debarment by another governmental entity for any cause listed in regulations; or

g. Violation of the ethical standards set forth in section 2-330.

h. Violation of requirements in Section 2-320 – Code of Silence.

(d) Decision. The Procurement Manager shall issue a written decision to debar or suspend. The decision shall state the reasons for the action taken.

(e) Notice of decision. A copy of the decision under subsection (d) of this section shall be mailed or otherwise furnished immediately to the debarred or suspended person and any other party intervening.

(f) Appeal to the Special Magistrate. The decision to debar is final unless, within ten (10) calendar days from the date of receipt of the decision, a Notice of Appeal is filed with the Town Attorney requesting a hearing before the Town's Special Magistrate. A hearing before the Town's Special Magistrate will be scheduled within 30 days receipt of the Notice of Appeal. After hearing the matter, the Special Magistrate shall render a decision regarding suspension or debarment and decide whether, or to the extent to which, the debarment or suspension was in accordance with this section. The decision of the Special Magistrate shall be final and conclusive.

(g) Statute of limitations. There is no statute of limitations regarding debarment. The Procurement Manager may debar parties whose contracts have ended.

1.103 EMPLOYEE VERIFICATION

BACKGROUND

Contractor certifies and agrees that all personnel used in the performance of this work have had a criminal background check. The Town reserves the right to request copies of the criminal background check.

1.104 PROHIBITION AGAINST LOBBYING

During the solicitation of any bid or proposal, any firm and its agents, officers or employees who intend to submit, or who have submitted, bids or proposals shall not lobby, either individually or collectively, any Town Council members, candidates for Town Council or any employee of the Town. Contact should only be made through regularly scheduled Town Council meetings, or meetings scheduled through the Procurement Division for purposes of obtaining additional or clarifying information. Any action, including meals, invitations, gifts or gratuities by a submitting

firm, its officers, agents, or employees shall be within the purview of this prohibition and shall result in the immediate disqualification of that firm from further consideration.

During a formal solicitation process, contact with personnel of the Town of Davie other than the Procurement Manager and/or designated representative regarding any such solicitation may be grounds for elimination from the selection process.

1.105 INSPECTOR GENERAL AND ETHICS

In accordance with Section 12.01 of the Broward County Code of Ordinances, the Contractor understands that this Contract may be subject to investigation and/or audit by the Broward County Inspector General. The Contractor understands and agrees to his obligations under this ordinance. The Contractor further understands and agrees that in addition to all other remedies and consequences provided by law the failure of the Contractor or its subcontractors to fully cooperate with the Inspector General, when requested, may be deemed by the Town to be a material breach of the Contract justifying its termination.

END OF SECTION

SECTION 2.0 INSURANCE REQUIREMENTS

| Insurance Checklist | | | |
|---------------------|----------|----------------|---|
| Insurance Type # | Required | Non-Applicable | <u>Insurance Types</u> |
| 1 | √ | | Commercial General Liability |
| 2 | √ | | Automobile Liability |
| 3 | √ | | Workers Compensation and Employers Liability |
| 4 | | √ | Builders Risk |
| 5 | | √ | Pollution Liability |
| 6 | | √ | Professional Liability including Errors and Omissions |
| 7 | | √ | Cyber Liability |
| 8 | | √ | Liquor Liability |
| 9 | | √ | Garage Keepers/Garage Liability |
| 10 | | √ | Other Insurance |

2.1 INSURANCE TYPES

The Contractor shall maintain and carry in full force during the Term the insurance required herein. Upon Town's notification, the Contractor shall furnish to the Procurement Management Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

1. Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 per occurrence for bodily injury and property damage, Products & Completed Operations with minimum limit of \$1,000,000, Personal and Advertising Injury with minimum limit of \$1,000,000. **Town of Davie must be shown as an additional insured with respect to this coverage. The mailing address of Town of Davie 8800 SW 36th Street, Davie, FL 33328, as the certificate holder, must appear on the certificate of insurance. When applicable, the Davie Community Redevelopment Agency must be shown as an additional insured with respect to this coverage. The mailing address to the Davie Community Redevelopment Agency is 8800 SW 36th Street, Davie, FL 33328.**
2. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$1,000,000 per person and \$1,000,000 per occurrence. **Town of Davie must be shown as an additional insured with respect to this coverage. The mailing address of Town of Davie 8800 SW 36th Street, Davie, FL 33328, as the certificate holder, must appear on the certificate of insurance. When applicable, the Davie Community Redevelopment Agency must be shown as an additional insured with respect to this coverage. The mailing address to the Davie Community Redevelopment Agency is 8800 SW 36th Street, Davie, FL 33328.**
3. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440. Must include Employers' Liability with a minimum limit of \$100,000 each accident, Disease each employee minimum limit of \$100,000, Disease policy limit of \$500,000. Should the Contractor be exempt from this Statute, the Contractor and each employee shall hold the Town harmless from any injury incurred during performance of the Contract. The exempt contractor shall also submit a written statement detailing the number of employees and that they are not required to carry Worker's Compensation insurance, and do not anticipate hiring any additional employees during the term of this contract or a copy of a Certificate of Exemption.

4. Builders Risk Insurance shall be afforded by the Contractor, at its expense, with full theft, windstorm, fire and extended coverage on Improvements constructed, and personal property located on the premises by the Contractor, for the benefit of the Town and the Contractor, as each party's interests may appear, in an amount not less than one hundred percent (100%) of the replacement value of the completed Improvements or new construction. Such insurance shall provide that the interest of the Town is included as a loss payee and contain a waiver of subrogation rights by the Contractors carrier against the Town. **Town of Davie must be shown as an additional insured with respect to this coverage. The mailing address of Town of Davie 8800 SW 36th Street, Davie, FL 33328, as the certificate holder, must appear on the certificate of insurance. When applicable, the Davie Community Redevelopment Agency must be shown as an additional insured with respect to this coverage. The mailing address to the Davie Community Redevelopment Agency is 8800 SW 36th Street, Davie, FL 33328.**
5. Pollution Liability Insurance must be afforded for Bodily Injury and Property Damage of not less than \$1,000,000 each claim. **Town of Davie must be shown as an additional insured with respect to this coverage. The mailing address of Town of Davie 8800 SW 36th Street, Davie, FL 33328, as the certificate holder, must appear on the certificate of insurance. When applicable, the Davie Community Redevelopment Agency must be shown as an additional insured with respect to this coverage. The mailing address to the Davie Community Redevelopment Agency is 8800 SW 36th Street, Davie, FL 33328.**
6. Professional Liability Insurance including Errors and Omissions with minimum limits of \$1,000,000.00 per occurrence, if occurrence form is available; or claims made form with "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage," Consultant/Firm may submit annually to the Town a current Certificate of Insurance proving claims made insurance remains in force throughout the same (3) year period.
7. Cyber Liability Insurance must be afforded for Data Breach, Media Content, Privacy Liability and Network Security of not less than \$1,000,000 each claim. **Town of Davie must be shown as an additional insured with respect to this coverage. The mailing address of Town of Davie 8800 SW 36th Street, Davie, FL 33328, as the certificate holder, must appear on the certificate of insurance. When applicable, the Davie Community Redevelopment Agency must be shown as an additional insured with respect to this coverage. The mailing address to the Davie Community Redevelopment Agency is 8800 SW 36th Street, Davie, FL 33328.**
8. Liquor Liability Insurance must be afforded when a licensee, vendor, concessionaire, independent contractor, or subcontractor is engaged in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages while on Town property. Coverage must be afforded for Bodily Injury and Property Damage of not less than \$1,000,000 Combined Single Limit each occurrence. **Town of Davie must be shown as an additional insured with respect to this coverage. The mailing address of Town of Davie 8800 SW 36th Street, Davie, FL 33328, as the certificate holder, must appear on the certificate of insurance. When applicable, the Davie Community Redevelopment Agency must be shown as an additional insured with respect to this coverage. The mailing address to the Davie Community Redevelopment Agency is 8800 SW 36th Street, Davie, FL 33328.**
9. Garage Liability Insurance must be afforded for Bodily Injury and Property Damage of not less than \$1,000,000 each claim. **Town of Davie must be shown as an additional insured with respect to this coverage. The mailing address of Town of Davie 8800 SW 36th Street, Davie, FL 33328, as the certificate holder, must appear on the certificate of insurance. When applicable, the Davie Community Redevelopment Agency must be shown as an additional insured with respect to this coverage. The mailing address to the Davie Community Redevelopment Agency is 8800 SW 36th Street, Davie, FL 33328.**

2.2 INSURANCE COVERAGE

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

- A. The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company,

Oldwick, New Jersey, or its equivalent, subject to the approval of the Town's Risk Management Division.

- B. Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will mail thirty (30) day written advance notice to the certificate holder and any additional insureds. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Town.**

NOTE: TOWN OF DAVIE CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.

- C. Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in the Agreement.
- D. Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after Town notification to Contractor to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Town. If the Contractor fails to submit the required insurance documents in the manner prescribed in the Agreement within twenty (20) calendar days after Town notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Town.
- E. The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Town. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the Town at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Town shall suspend the Contract until such time as the new or renewed certificates are received by the Town in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Town may, at its sole discretion, terminate this contract.

END OF SECTION

SECTION 3.0 SPECIAL CONDITIONS

3.1 PERFORMANCE OF SERVICES

Contractor agrees to perform contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality workmanship shall be acceptable. Services, equipment and workmanship not conforming to the intent of the Agreement or meeting the approval of the Town may be rejected. Replacements and/or rework, as required, shall be accomplished on a timely basis at no additional cost to the Town.

Where an "or equal" is specified, the Town shall be the sole judge in determining equality. Any deviation from these specifications and/or changes during construction must be approved by the Town in writing. If specifications are in contradiction, or if they contain any errors or omissions, proposers shall notify the Procurement Division in writing at least by the RFI deadline stated below, or at the pre-bid conference, to allow sufficient time to resolve all discrepancies.

3.2 REQUESTS FOR INFORMATION (RFI)

Any questions regarding the specifications shall be addressed to the Procurement Manager by the deadline stated herein for receiving RFIs via e-mail at bids@davie-fl.gov.

Any oral instructions given are not binding. All questions and interpretations will be clarified in writing to all proposers by written addenda. Failure of a proposer to receive and/or acknowledge any addendum shall not release the proposer from any obligations under this bid.

3.3 MANDATORY PRE-PROPOSAL CONFERENCE & SITE VISIT

A Mandatory Pre-Proposal Conference will be held on MONDAY, JUNE 5TH, 2023 AT 1:30 PM EST, in the second floor Multipurpose Room of the Utilities Department, 7351 SW 30 St, Davie, FL 33314. A site visit will immediately follow. In order to be eligible to respond to this solicitation, proposers are required to attend the pre-proposal conference and site visit.

The sign in sheet will be available up until the commencement of the pre-proposal conference. Proposers are required to sign in PRIOR to the start of the conference. No one will be permitted to sign in after the meeting starts. Failure to do so will deem bidder absent to the pre-proposal conference and ineligible to respond to this solicitation.

There will be two sites visited after the pre-proposal conference. Vendors will be required to initial at the beginning of the visit at the first location and initial at the end of the visit at the last location, to ensure that everyone is safe and accounted for.

Site 1 - 7351 SW 30 St, Davie, FL 33314
Site 2 - 3500 NW 76 Ave, Hollywood FL 33024

Persons with disabilities requiring accommodations in order to participate should contact the Town Clerk at 954-797-1023 at least forty-eight (48) hours prior to the meeting to request such accommodation. If you are hearing or speech impaired, please contact the Florida Relay Service by using the following numbers: 1-800-955-8770 (voice) or 1-800-955-8771 (TDD).

3.4 SCHEDULE OF EVENTS

The Town will use the following tentative time schedule in the selection process. The Town reserves the right to change and/or delay scheduled dates.

| Event | Date |
|--|------------|
| RFP Available | 05/26/2023 |
| Mandatory Pre-Proposal Conference | 06/05/2023 |
| Last Date Receipt of RFIs (by 5:00 pm EST) | 06/09/2023 |
| Bids Due (2:00 pm EST) | 06/20/2023 |

3.5 EVALUATION & SELECTION METHOD AND CRITERIA

All responses will be reviewed and evaluated by a Review Committee to be designated by the Town Administrator or his/her designee. A recommendation for award will be submitted to the Town Administrator for final approval. The responses shall be evaluated based on the criteria below in order to determine the responses that are in the best overall interest of the Town.

Awards will be made only to responsible, licensed firms possessing the potential ability to perform successfully under the terms and conditions of these specifications. Proposers must be regularly engaged in the trade or trades relating to the proposals submitted.

1. Process

The selection process shall be as follows:

- A. The Review Committee (the "Committee") will first evaluate all firms' qualifications and references in accordance with the Evaluation Criteria below. The Committee shall rank and shortlist firms, where one (1) is the top ranked and so forth. In the event of a single ranking, the Review Committee will evaluate to determine if the sole respondent is in the best interest of the Town. The Review Committee will rank either with a one (1) to confirm negotiations with the sole respondent or a zero (0) to reject the sole respondent.
- B. At the Committee's discretion, top ranked firms may be asked to come in for oral presentations and/or interviews (continue to "D" below).
- C. If presentations are not requested, contract negotiations will then commence with the top ranked firm following Town Council shortlist approval.
- D. If firms are asked to come in for oral presentations and/or interviews:
 - i. Procurement will establish the schedule and firms will be notified within a reasonable time period (see schedule provided herein), in advance of the date, time and place of the presentations. Equal time will be allotted for each firm. The format may consist of formal presentations, questions and answers, and discussion for clarification purposes. The specific format for presentations will be provided to proposers with the notifications. Oral presentations and/or interview sessions will **not** be open to the public.
 - ii. After the oral presentations, interviews and/or proposer facility site visits, the Committee will then conduct a final ranking in accordance with the criteria in item "2" below to determine the top ranked firm considered to be the most capable of performing the required project in the best interest of the Town. The Committee's recommendation will be brought for approval.
- E. The Negotiations Team will negotiate a final agreement beginning with the best evaluated Respondent. Should negotiations be unsuccessful, the Negotiations Team will terminate negotiations with the firm and initiate negotiations with the second-ranked firm and so forth until successful negotiation.
- F. The department will then prepare the agenda item for the next available Council meeting and request the Town Council to approve the final contract, if applicable.

2. Evaluation Criteria

The selection of a Respondent with who to contract shall be based on the proposal most advantageous to the Town based on the “best value to the Town” using the following criteria:

- Best Overall Approach to the Scope of Services
- Firm Qualifications & Experience
- Resources and Availability
- Experience with Governmental Entities
- Client References and Past Performance
- Price Proposal
- Local Preference

3.6 COMPETENCY OF PROPOSERS

This signed bid shall be considered an offer on the part of the proposer or contractor, which offer shall be deemed accepted upon approval by the Town of Davie, if required, and in case of default on the part of the proposer or contractor after such acceptance, the Town of Davie may take such action as it deems appropriate including legal action for the damages or specific performance.

3.7 CONTRACTOR’S EQUIPMENT

All equipment shall be maintained in a safe operating condition while performing work under this contract. Contractor shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the Town shall direct the contractor to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the Town of Davie. The contractor shall be responsible for injury to persons caused by the operation of the equipment.

3.8 EMPLOYEES

Contractor shall provide licensed and insured technicians to perform all work as required by Local, State, and/or Federal Regulations. Contractor shall have “on-site” supervisor fully conversant in the safety procedures to be followed in case of injury and/or accident. All work must be performed following EPA requirements and OSHA safety standards and regulations.

Contractor shall assign an “On Duty” supervisor who speaks and reads English.

Contractor shall have its employees refrain from smoking in municipal buildings unless in those areas designated for smoking.

Contractor shall provide the Town with an emergency contact list identifying the names, positions held, phone numbers, and emails of account manager and/or field supervisor.

3.9 STORAGE OF MATERIALS

The contractor must provide for own storage of material and equipment, if needed. No on-site storage is permitted at the work area or other public areas; unless, it is pre-approved by the Town.

3.10 DISPOSAL OF WASTE

The contractor shall properly dispose, at its own cost, of any waste resulting from the work being performed in an approved facility at an approved site unless otherwise specified in this document. It is the bidder(s) responsibility to become familiar with the existing conditions of all the Town facilities that are included in this bid, to assist them determine the type of equipment necessary to successfully provide the specified services.

3.11 DAMAGE TO PUBLIC OR PRIVATE PROPERTY

If property (public or private) is damaged while contractor is performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the contractor in a manner acceptable to the Town of Davie prior to the final acceptance of the work. Contractor will be responsible for applying and securing any permits that may be required to complete such repairs. Such property shall include but not be limited to: existing facilities and all of its components, site amenities, concrete and/or asphalt surfaces, vehicles, structures, sidewalks, curbs and gutters, driveways, utilities, etc.

Contractor must provide protection necessary to prevent damage to property being repaired or replaced.

If the work site has any pre-existing damage, the Contractor shall notify the Utilities Department in writing. Failure to do so shall obligate the contractor to make repairs per the above section.

3.12 PAYMENT

Payment for work shall be authorized upon completion of all work specified in "Scope of Work" of this specification. Invoices will be subject to verification and approval by the department requesting the service.

3.13 INSPECTIONS

The Contractor and the Town of Davie's representative may meet once a job is completed to discuss any areas of concern. The dates and times for reviewing work will be mutually agreed to by both parties.

3.14 INITIAL CONTRACT PERIOD AND CONTRACT RENEWAL

The initial contract shall be for a period of three (3) years from execution of the agreement. In addition, the Town reserves the right to renew the contract for three (3) additional one (1) year periods, providing that both parties agree that all terms, conditions and specifications remain the same, contingent upon approval by the Town Administrator.

3.15 CONTRACT EXTENSION

In the event of a term contract for goods and services that is scheduled to end because of the expiration of the contract, the Contractor shall continue the service upon the request of the Town Administrator or designee. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the Town.

3.16 NEGOTIATIONS

Contract(s) may be awarded on the basis of offers received, without discussion. Therefore, proposals should contain the Proposer's best terms. Following the evaluation, ranking, and if deemed necessary facility site visits and/or oral presentations, the Evaluation Committee will recommend that a contract be negotiated with the top ranked responsive and responsible Proposer. The Town may enter into contract negotiations with the recommended Proposer or take such other action as it deems to be in the best interest of the Town.

3.17 CONTRACT AWARD

Any contract, as a result of this RFP, will be submitted to Town Administrator for considerations and may be submitted to the Town Council for their approval. The Contract award, if any, shall be made to

RFP# JA-23-59 Chemical System Maintenance and Repair Services

the proposer whose bid shall be deemed by the Town to be in the best interest of the Town. The Town's decision to make the award and which bid is in the best interest of the Town shall be final.

END OF SECTION

SECTION 4.0 CONTENT OF PROPOSAL

Proposals should include but not be limited to the following information:
Proposals should be submitted following the order outlined below.

1. Title Page- shall show the RFP's subject, title and proposal number; the firm's name; the name, address, and telephone number of a contact person; and the date of the proposal.
2. Table of Contents - shall provide listing of all major topics, their associated section number, and starting page.
3. Firm Qualifications and Experience
 - i. Overview of firm - include the location of the office to perform the work and explain the purpose of the firm.
 - ii. Individuals and Qualifications - identify and include qualifications of specific individuals to be assigned to the project. Resumes shall be submitted for each person.
 - iii. Subcontractors -list any sub-contractors that may be used to accomplish this service.
 - iv. Insurance Certifications -provide a copy of Certificates of Insurance evidencing coverage per Town's request.
 - v. Similar Projects- To demonstrate experience and success in conducting similar work, the proposer shall provide a minimum of three (3) references of similar size projects with appropriate reference information, concentrating only on those projects completed within the last five (5) years or currently underway. Please use the Client Reference Form attached to provide such information. NOTE: Please do not include projects completed or currently underway with the Town.
4. Staff Qualifications and Experience
 - i. Provide an organizational chart that includes identification of the project manager and individuals that will perform on-site work for this project.
 - ii. List qualifications of each employee that will be assigned to this contract. Qualifications can be submitted in the form of a resume.
 - iii. Identify point of contact for this contract.
5. Project Approach- State your firm's technical approach to the project and the interpretation of the scope of services. Define the adequacy of resources, including personnel, labor, equipment and supply resources.
6. Price Schedule - Complete and submit Price Proposal Form. The Town reserves the right to negotiate the pricing.
7. All required Town Forms.

It is the Proposer's responsibility to clearly identify and to describe the project approach in response to this RFP. Proposers are cautioned that organization of their response, as well as thoroughness is critical to the Town's evaluation process.

RFP# JA-23-59 Chemical System Maintenance and Repair Services

Proposals should be prepared simply and economically, providing a straight forward, organized, and concise description of the Proposer's ability to meet the requirements of the RFP.

The proposal shall be signed by a representative who is authorized to contractually bind the Contractor.

END OF SECTION

SECTION 5.0 SCOPE OF SERVICES

4.1 SCOPE OF SERVICES

The Contractor/s shall provide maintenance and repair work for chemical systems at the Town of Davie's two (2) water treatment facilities, one (1) wastewater treatment facility, one (1) reuse treatment facility and any associated offsite chemical systems in the distribution and collections systems. All work shall include labor, materials, equipment, temporary equipment, documentation, minor permitting, training and startup services.

4.2 EQUIPMENT TO BE SERVICED

The following are types of equipment that are located throughout all of the Town of Davie's water/wastewater treatment facilities and that the Contractor will be expected to repair and/or replace.

- Chemical metering skids and accessories
- Chemical metering pumps and pump controls
- Chemical storage tanks and associated piping
- Chemical injection piping from storage tanks to chemical metering pumps
- Chemical injection piping from chemical metering pumps to injection points
- Chemical Injection point flow meters
- Compound loop controllers and associated wiring
- Ultrasonic level sensors and associated wiring
- Chlorine, pH and fluoride analyzers and associated piping and wiring
- Temporary equipment supply
- Safety showers/eyewash

4.3 CONTRACTOR RESPONSIBILITIES

The Contractor shall be responsible for providing the following services;

- Testing of chemical systems
- Installation of chemical system equipment including piping, electrical, and instrumentation
- Minor permitting through the applicable regulatory agencies
- Small building installation
- Concrete pad installation
- Emergency spill response, including clean-up and proper disposal
- Documentation of work including Operation and Maintenance (O&M) manuals and record drawings
- Equipment startup services
- Setup and lease of temporary equipment
- Removal of all debris related to set up, repair, maintenance, etc.

- All applicable industry safety standards (OSHA, AWWA, NSF, etc)
- Other services and construction as required supporting the operations and maintenance of the Town of Davie's water, wastewater and reuse facilities chemical systems

4.4 CHEMICAL SYSTEMS

The Town of Davie currently has in place systems for the following chemicals:

- | | |
|-----------------------------------|-----------------------------|
| • Anti-scalent | • Lime |
| • Sulfuric acid | • Sodium hypochlorite |
| • Sodium hydroxide (caustic soda) | • Carbon dioxide |
| • Hydrofluosilicic acid | • Ammonia, Ammonium Sulfate |
| • Corrosion Inhibitor | • Polymer |
| • Odor Control | • Brine |

4.5 HOURLY RATES FOR MAINTENANCE

Business Hours - the Contractor shall provide a fixed hourly rate for work done during normal business hours, Monday through Friday, 7:00a.m. to 5:00p.m.

After Hours - the Contractor shall provide a fixed hourly rate for work done after normal business hours and on Saturday, Sundays and Holidays

The Town honors the following holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving and Day after, Christmas Eve and Christmas Day and New Year's Eve.

Emergency Services - The Contractor shall provide a fixed hourly rate for emergency services, after hours services and holidays, 5:00p.m. or later and weekends. The Contractor shall have the ability to respond for emergency repairs twenty-four (24) hours per day, seven (7) days per week. The Contractor shall be available via telephone, pager, or some other device at all times. Once the Town issues a call for emergency service, the Contractor must be able to reach the site of the emergency within four (4) hours, or shall demonstrate that conditions were such that travel to the site would be extremely hazardous or there was some extraordinary impediment preventing travel to the site. Should this be the case, the Contractor is required to immediately contact the requestor of the emergency service and communicate the problem.

Emergency service and after hours service must be authorized in writing by a Town representative.

The Town shall accept no proposal with a minimum charge stipulation.

NOTE: Man hours paid under this Contract shall be only for productive hours on the job site as determined by the Town. Time spent for transportation of workers, material acquisition, handling and delivery, or for movement of the Contractor's owned or rented equipment is not chargeable directly to Town but is overhead and all costs shall be included in the fixed hourly rates.

4.6 RESPONSE TIME

Any defective product or service or any product or service not delivered or performed by the date specified in a purchase order or Contract, may be procured by the Town on the open market, and any increase in cost may be charged against the Contractor. Any cost incurred by the Town in any re-procurement plus any increased product or service cost will be withheld from any monies owed to the Contractor by the Town for any Contract or financial obligation.

1. Non-Emergency - The Contractor shall respond to non-emergency service calls within four (4) hours by phone and be on-site within twenty-four (24) hours upon notification.
2. Emergency - The Contractor shall respond to emergency service calls within thirty (30) minutes by phone and be on-site within four (4) hours upon notification. It will be at the sole discretion of the Town to determine if the situation is an emergency or not.

4.7 POINT OF CONTACT

The Contractor shall provide to the Town a twenty-four (24) hour point of contact to include name and phone number, which will be able to meet the requirements provided for herein and more particularly described in Sections titled "Hourly Rates for Maintenance" and "Response Time."

4.8 ALL REPAIRS

All repairs shall be pre-approved on a verbal basis by the designated Town representative and a Purchase Order shall follow once the Contractor submits a written quote including a "Cut Sheet" if any pump, chemical injection unit and other components is to replace by a different type/style.

The Contractor shall make approved repairs at the hourly rates cost of materials plus mark-up for parts and materials supplied during general and emergency repairs. The Contractor shall submit a copy of the original invoice for any material purchased as a result of a repair.

- All materials to be used on the job, including, but not limited to, mounting hardware, pipe schedules, uni-strut and conduit type, etc. must be submitted and approved in the job quote.
- Town of Davie reserves the right to pre-select the type of materials to be used on any job.
- The Town shall not be responsible for the Contractor's negligence or lack of due care if the wrong materials are purchased or if materials are purchased without the pre-approved consent of an authorized Town representative.

Additional Services Provided by the usage of a rental equipment shall be considered the same as material plus markup. Invoices of rental equipment must be provided in order to receive payment. For all repairs, the Town reserves the right to utilize the Town's established purchasing policy and shall have the option to solicit additional quotes or request proposals for the repair as required, for any repairs that may be deemed necessary throughout the term of this contract.

4.9 STAFFING REQUIREMENTS

1. At all times during the term of this contract, the Contractor shall have in his employment a minimum of two (2) technicians to perform the service under this contract.
2. Technicians shall have performed maintenance/repair on similar equipment for at least two (2) years.
3. Technicians shall be in the Contractor's employment at the time of the Contractor submits their proposal.

4.10 BRAND NAME OR APPROVED EQUAL REQUIREMENTS

It is the Contractor's responsibility, that when called for a repair or maintenance, to familiarize itself with the Town's chemical systems and use the appropriate equipment manufacturer for the various piping and parts used in the system.

The Town shall not accept any other equipment manufacturers unless prior approval is obtained from a Town representative. The Contractor shall be responsible for providing all equipment, accessories, spare parts, and documentation and installation supervision required for any repair or maintenance.

4.11 WARRANTY

The products proposed shall have a minimum of a two (2) year warranty. This warranty shall cover all parts and labor necessary to make all repairs. The products shall have manufacturer's warranty against defective material, workmanship and failure to perform in accordance with required performance criteria.

Manufacturer shall warrant each repair against operational failure caused by defective material or faulty workmanship, which occurs during normal use and operation.

The Contractor shall provide all warranty information with repairs. This warranty shall cover all parts and labor associated with warranty repairs performed on site. It shall be the Contractor's responsibility to pick up, transport the equipment to their service department if necessary in order to accomplish the repairs and deliver the equipment back to the Town.

The Contractor shall have a warranty repair facility within a 100 mile radius of the Town. The Contractor shall satisfy the Town that they have an adequate service and repair facility capable of maintaining the equipment as recommended by the manufacturer.

4.12 SAFETY

The Contractor shall be responsible for the safe conduct of his/her personnel during the execution of the work detailed herein. The Contractor shall meet or exceed the standards set for by the Occupational Safety and Health Administration (OSHA) and requirements established by the Federal, State and Local agencies.

Should an unsafe condition be identified during the execution of this work, the Contractor shall immediately suspend such activity until a safe method can be employed.

4.13 PARTS

The Contractor shall keep an ample inventory of high use parts to ensure parts availability.

4.14 METHOD OF PAYMENT

Invoices for payment may be sent via mail to:

Town of Davie Utilities Department
ATT: Accounts Payable
7351 SW 30 St
Davie, FL 33314

Invoices for payment may be sent via email to: Utilitiesbilling@davie-fl.gov

The Contractor shall submit invoices upon acceptance by the Town. Invoices shall include, but are not limited to the following:

- Contractor's name
- Contactor's address and phone number
- The Town's Purchase Order number, Contract number
- Date of service
- Itemized description and pricing for materials
- Invoice from supplier for all purchased materials (as applicable)
- Number of employees that worked
- Number of hours worked by each employee
- Title of the employee
- Hourly rate times the number of hours worked

The Town will endeavor to make a payment on a correct invoice within thirty (30) days after receipt of an invoice acceptable to the Town.

END OF SECTION

SECTION 6.0 PRICE PROPOSAL FORM

| Hourly Rate | | |
|-------------|--|------------|
| ITEM | DESCRIPTION | UNIT PRICE |
| 1 | Regular time rate for service technician | \$ |
| 2 | Overtime/emergency rate for service technician | \$ |
| 3 | Regular time rate for service helper | \$ |
| 4 | Overtime rate for service helper | \$ |
| 5 | Regular time rate for day laborers | \$ |
| 6 | Overtime rate for day laborers | \$ |
| 7 | Regular time rate for engineering personnel | \$ |
| 8 | Overtime rate for engineering personnel | \$ |
| 9 | % Mark up for parts (materials and equipment cost) | _____ % |

Notes:

1. Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.
2. Alternate bids will not be considered unless authorized in the RFP document.

IMPORTANT: This signed proposal form shall be considered an offer on the part of the proposer. Failure to sign this form is grounds for immediate disqualification. By signing this document, you are affirming that you have read and understood the terms, conditions, and information included within this solicitation. That all the information provided above is true and accurate. That the business associated with this solicitation has not been debarred, convicted of a public entity crime, and does not have a conflict of interest in any manner as described herein. That you have the proper authority to sign this document and the ability to bind this business entity to the terms and conditions herein.

| |
|------------------------------|
| Vendor Name: |
| Authorized Signature: |
| Print Name: |
| Title: |

RFP Checklist

The following are requirements of this RFP, as indicated below. Use of this checklist may help ensure that your submission is complete.

Place a check mark in the "Done" column as you complete and enclose each item.

| Required | Done | Requirement |
|----------|------|---|
| √ | | Completed and Signed Price Proposal Form |
| √ | | Acknowledgement of Addenda (if any) |
| √ | | Local Preference Form (if applicable) |
| √ | | Client Reference Form |
| √ | | Bidder/Proposer Questionnaire |
| √ | | Vendor Registration Form |
| √ | | Licenses and/or Certifications (if applicable) |
| √ | | Proof of Insurance |
| √ | | Business Tax Receipt [Occupational License(s)] |
| √ | | State of FL Sunbiz <i>OR</i> State Registration (if not required to have State of FL Sunbiz) |
| √ | | W9 |

This checklist is for your guidance. Please read the entire RFP thoroughly to ensure that your submission is complete.

Proposer agrees to accept the VISA Procurement card for payment.
Circle one: YES OR NO

SECTION 7.0 REQUIRED FORMS

AFFIDAVIT OF ELIGIBILITY FOR LOCAL VENDOR PREFERENCE
(Davie Code of Ordinances Sec. 2-326)

****Complete the boxes below as applicable:****

1. ____ My Business is located within the **Town of Davie**.

| | |
|---|---------------------|
| Legal Name of Firm: | |
| Taxpayer ID No.: | |
| Physical Address: <i>SHALL NOT BE A P.O. BOX OR RESIDENCE</i> | |
| Phone Number: | |
| Email Address: | |
| Has the business name changed since it was opened in Davie? Yes ____ No ____ | |
| If yes, provide the previous business name: | |
| Date your business was established in Town of Davie: | |
| Business License Number: | Date Issued: |
| The business employs _____ (insert a number) full time employees. | |

2. ____ My Business is located within **Broward County**.

| | |
|--|---------------------|
| Legal Name of Firm: | |
| Taxpayer ID No.: | |
| Physical Address: <i>SHALL NOT BE A P.O. BOX OR RESIDENCE</i> | |
| Phone Number: | |
| Email Address: | |
| Has the business name changed since it was opened in Broward County? Yes ____ No ____ | |
| If yes, provide the previous business name: | |
| Date your business was established in Broward County: | |
| Business License Number: | Date Issued: |
| The business employs _____ (insert a number) full time employees. | |

____ I have attached copies of applicable Business Tax Receipt(s) (REQUIRED).

The undersigned states that the forgoing statements are true and correct. The undersigned also acknowledges that any person, firm, corporation or entity intentionally submitting false information to the Town in an attempt to qualify for local preference shall be prohibited from bidding on Town of Davie products and services for a period of one (1) year.

Authorized Signatory: _____ Print Name: _____

CLIENT REFERENCE FORM

Provide a minimum of three (3) client references from recent similar transactions, be sure to include details/description of the project/service provided*.

1) Name of Client Entity: _____
Address: _____
City/State/Zip: _____
Contact: _____
Title: _____
Email Address: _____
Telephone: _____
Scope of Work: _____
*Description of Services Provided: _____

2) Name of Client Entity: _____
Address: _____
City/State/Zip: _____
Contact: _____
Title: _____
Email Address: _____
Telephone: _____
Scope of Work: _____
*Description of Services Provided: _____

3) Name of Client Entity: _____
Address: _____
City/State/Zip: _____
Contact: _____
Title: _____
Email Address: _____
Telephone: _____
Scope of Work: _____
*Description of Services Provided: _____

REQUIRED PROPOSER/BIDDER QUESTIONNAIRE

Name of Firm: _____ Date: _____

Primary Contact Person for this RFP: _____

Primary Contact Person Email Address: _____

Primary Contact Person Phone Number: _____

1. How many years has your firm been in business under its present business name?: _____

2. Under what other former name(s) has your firm operated?: _____

3. Have any similar agreements held by proposer for a similar project to the proposed project ever been canceled? Circle one: **No** **Yes** If yes, please explain: _____

4. Has the proposer or any principals of the firm failed to qualify as a responsible proposer, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? Circle one: **No** **Yes**

If yes, please explain: _____

5. Has the proposer or any principals of the firm ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? Circle one: **No** **Yes**

If yes, please explain and give date, court jurisdiction, action taken, and any other explanation deemed necessary: _____

6. Litigation/Judgements/Settlements/Debarments/Suspensions – Submit information on any pending litigation and any judgements and settlements of court cases relative to providing the services requested herein that have occurred within the last three (3) years. Also indicate if your firm has been debarred or suspended from bidding or proposing on a procurement project by any government entity during the last five (5) years. _____

7. Provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations.

VENDOR INFORMATION

Is this a form being filled out as a new application or an update to an existing application?

New Application ☐

Updating Application ☐

Vendor Name:

(Business Name Registered With The State OR Full Name If An Individual)

Mailing Address:

Remit to Address

(If Different from Mailing Address):

Contact Name:

Telephone:

Federal Tax ID Number:

Fax Number:

Company Email Address:

Business Website (If Applicable):

Emergency Contact Information

Please enter information the Town can use to contact you for disaster or emergency services below

Name

Contact Information

Have you been awarded any government contracts recently or in the past? If yes, please list the contract #'s, the agency, the service provided , and if it is still active.

Products & Services

In the space provided below please indicate any product or services that your firm provides

Ownership Disclosure

1. If the contract or business transaction is with a company, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and address are as follows (Post Office addresses are not acceptable):

| <u>Full Legal Name</u> | <u>Address</u> | <u>Ownership %</u> |
|------------------------|----------------|--------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

2. The full legal names and business addresses of any other individual (other than subcontractors, materialmen, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest in the contract or business transaction with the Town are as follows (Post Office addresses are not acceptable):

| <u>Full Legal Name</u> | <u>Address</u> |
|------------------------|----------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

3. The officers of the Corporation are as follows:

Name

Address

President: _____

Vice President: _____

Secretary: _____

Treasurer: _____

Registered Agent: _____

**TOWN OF DAVIE
CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135**

_____ does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Cuba or Syria.

Affirm:

TOWN OF DAVIE CERTIFICATION REGARDING DEBARMENT

Certification Regarding Debarment, Suspension And Other Responsibility Matters TO BE COMPLETED BY PROSPECTIVE VENDOR

A. The prospective Vendor certifies that it and its principals (subcontractors and suppliers):

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or involuntarily excluded by any Federal, State, County, City or Town or other government agency;
2. Have not within a three (3) year period preceding this bid proposal been convicted of or had a civil judgment entered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, City or Town or other local agency) transaction or contract; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) within commission of any of the offenses enumerated in paragraph (A)(2) of this certification; and
4. Have not within a three (3) year period preceding this bid proposal had one or more public contracts (Federal, State, City or Town or other agency) terminated for cause or default.

B. Where the prospective Vendor is unable to certify to any of the statements in this certification, an authorized signatory to this proposal shall complete, sign and attach a detailed explanation.

Affirm:

E-VERIFY FORM

Company/FirmName:

Vendor/Consultant/Contractor and any sub-contractors shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of the resulting Contract/Purchase Order, if awarded. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the Town as a result of the termination of this contract.

Vendor/Consultant acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- (a) all persons employed by Vendor/Consultant to perform employment duties within Florida during the term of the contract; and
- (b) all persons (including SUBCONTRACTORS/SUBVENDORS) assigned by Vendor/Consultant to perform work pursuant to the contract with the Department. The Vendor/Consultant acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Davie.

By executing this form, I, _____, being duly authorized by and on behalf of, Contractor, verify Contractor's compliance with Section 448.095, Fla. Stat. I hereby declare under penalty of perjury that the foregoing is true and correct.

Affirm:

Vendor or Contractor Conflict of Interest Disclosure Statement

What Defines A Conflict Of Interest According To The Town:

A. An officer, director, employee, agent, or other consultant of the Town or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with a grant of the Agreement with the Town or its Departments.

B. There are undisclosed persons or entities interested with the Contractor in the Agreement. The Agreement is entered into by the Contractor with a connection with another entity or person making a proposal for the same purpose, and possibly with collusion, fraud or conflict of interest. Elected or appointed officer(s) or official(s), director(s), employee(s), agent(s) or other consultant(s) of the Town, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:

- 1.) Is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of the Agreement, or in the services, supplies or work, to which the Agreement relates or in any portion of the revenues; or
- 2.) Is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge, any subcontractor or supplier to the Contractor.

DISCLOSURE OF CONFLICT OF INTEREST

VENDOR SHALL DISCLOSE BELOW, TO THE BEST OF HIS OR HER KNOWLEDGE, ANY TOWN OF DAVIE OFFICER OR EMPLOYEE, OR ANY RELATIVE OF ANY SUCH OFFICER OR EMPLOYEE AS DEFINED ABOVE AND IN SECTION 112.3135, FLORIDA STATUTES, WHO IS AN OFFICER, PARTNER, DIRECTOR OR PROPRIETOR OF, OR HAS A MATERIAL INTEREST IN THE VENDOR'S BUSINESS OR ITS PARENT COMPANY, ANY SUBSIDIARY, OR AFFILIATED COMPANY, WHETHER SUCH TOWN OFFICIAL OR EMPLOYEE IS IN A POSITION TO INFLUENCE THIS PROCUREMENT OR NOT.

Please indicate below if there is a Conflict Of Interest.

(Please select one option)

YES

NO

If you indicated yes above please list the names and relationships of those who you believe would lead to a conflict of interest in the space provided below

Name:

Relationship:

| | |
|-------|-------|
| <hr/> | <hr/> |
| <hr/> | <hr/> |
| <hr/> | <hr/> |

By signing this document you are affirming that you have read and understood the terms, conditions, and information above. That all the information provided above is true and accurate. That the business associated with this application has not been debarred and does not have a conflict of interest in any manner as described above. That you have the proper authority to sign this document.

Name & Title, Typed or Printed

Authorized Signature

Date

Additional Information

Certain forms are required in order for this vendor registration form to be processed. These forms are listed below.

- W-9 Form
- Business Tax Receipt [Occupational License(s)] (Required if Vendor is based in Broward County)

These forms must be received together with this registration form.

Note:

Email this registration form along with attachments to:

purchasing@davie-fl.gov

SOURCE OF INFORMATION SURVEY

How did you find out about this solicitation? Check all that apply:

1. www.davie-fl.gov

2. www.demandstar.com

3. The Sun-Sentinel

5. Referral/word-of-mouth Specify Source: _____

6. Search Engine/Internet search

7. E-mail Specify Source: _____

8. Banner or Link on another website

9. Flyer, newsletter, direct mail Specify Source: _____

10. Other, Specify Source: _____

Please note: This survey form is used for internal Procurement purposes only.

REASON FOR “NO BID”

For firms choosing NOT to bid/propose on this opportunity, the Town appreciates your response using this form.

Please return via email to bids@davie-fl.gov or procurement@davie-fl.gov:

1. Why did your firm chose not to respond to this opportunity?

Circle all that apply from below list: _____

- a. We do not offer these services or equivalent.
- b. Insufficient time to respond to the solicitation.
- c. Our project schedule would not permit us to perform.
- d. Unable to meet requirements.
- e. Other:

2. Additional remarks:

SAMPLE AGREEMENT ONLY

AGREEMENT No. [REDACTED]
BETWEEN THE TOWN OF DAVIE
AND
FIRM'S NAME [REDACTED]

THIS AGREEMENT is made and entered into as of this _____ day of _____, 202X by and between **Firm Name Here** a corporation organized and existing under the laws of the **State of** [REDACTED], with offices at **Complete Address Here** (hereinafter referred to as the "Contractor"), and the Town of Davie, a political subdivision of the State of Florida, having its principal office at 8800 SW 36th Street, Davie, FL 33328 (hereinafter referred to as the "Town").

WITNESSETH:

WHEREAS, the Contractor has offered to provide the materials and/or services and to be bound by the Plans and the terms and conditions of the **Request for Proposals/Qualifications ("RFP")/("RFQ") No.** [REDACTED] **Complete Title Here**, which includes the General Terms and Conditions of the Request for Proposals, Specifications, Bid Forms, and associated addenda attached hereto and incorporated herein as Exhibit "A", and the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B"; and

WHEREAS, the Contractor has submitted a written proposal dated **type their proposal date here**, hereinafter referred to as the "Contractor's Proposal", the terms of which are incorporated herein by reference as if fully set forth herein; and

WHEREAS, the Town desires to procure from the Contractor such services for the Town, in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. The Contractor agrees to provide the materials and/or services pursuant to and to be bound by the terms and conditions of the Request for Proposals, which includes General Terms and Conditions, Specifications, Bid Forms, and associated addenda and the terms of which are incorporated herein by reference as if fully set forth herein and attached hereto as Exhibit "A", and the Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".
2. The Town agrees to abide by and to be bound by the terms and conditions of the Request for Proposals, which includes General Terms and Conditions, Specifications, Bid Forms, and associated addenda attached hereto and incorporated herein as Exhibit "A", and by the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".
3. Contractor shall deliver materials and/or provide services in accordance with the terms and conditions of the Request for Proposals, Bid Forms and addenda attached hereto and incorporated herein as Exhibit "A" and with the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

4. The Town agrees to make payment in accordance with the terms and conditions of the Request for Proposals, Bid Forms and addenda attached hereto and incorporated herein as Exhibit “A” and with the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit “B”.

5. This Agreement and attachments hereto constitute the entire agreement between the parties hereto, and its provisions shall not be amended, except in writing, after formal approval by both parties.

6. This Agreement will commence as provided for in Agreement No. [REDACTED] unless Contractor is otherwise notified by the Town [or enter specific initial term and renewal terms here]. Any extension to this Agreement shall be in writing. The Town Administrator is authorized to extend or terminate this Agreement on behalf of the Town.

7. In addition to any other contractual indemnification provisions in Exhibit “A” or Exhibit “B” in favor of the Town, Contractor hereby agrees to indemnify and hold the Town harmless from any and all claims, suits, actions, damages, causes of action, and attorney’s fees, arising from any personal injury, loss of life, or damage to person or property sustained by reason of or as a result of the products or materials used or supplied in the performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on this _____ day of _____, 202X.

SAMPLE AGREEMENT ONLY

Registering for DemandStar



We are pleased to announce our membership in the DemandStar network. DemandStar is an online marketplace that connects our suppliers directly to the bids, quotes and RFPs that matter to them.

DemandStar is open and accessible to all businesses and provides instant access to our solicitations. By registering for your complimentary DemandStar account, you will receive:

- **Instant** access to bids, quotes and RFPs
- **Automatic** notifications, right to you inbox, of bids that match the commodity codes you select
- The ability to **quickly view** the contractual terms and scope of work
- All the **forms and documents** you need in one place
- Access to **more government bids** in neighboring cities, counties and states

It's EASY! Get started with these 3 easy steps!

1 REGISTER

Go to:

<https://www.demandstar.com/registration>

Create an Account with DemandStar

You are one step away from picking your free government agency

Email Address

Company Name

☐ I accept the DemandStar [Terms of Use](#) and [Privacy Policy](#)

Next



2 CHOOSE YOUR FREE AGENCY

Type in the name of the government agency you'd like to add, for example "City of Metropolis" in the Search Box

← Choose Your Free Agency

Receive full access to the government agency of your choice and receive advance notifications of new opportunities.

City of Metropolis

×

Narrow down your search by selecting a state and county.

State

County

Select State

▼

Select County

▼

☐ City of Metropolis – Board of Commisioners

☐ City of Metropolis Purchasing

☒ Metropolis Technical College

3 CHECK OUT

Check out with your **FREE AGENCY**
Registration by clicking "Skip for now" on the page where it gives you options to add additional counties and States

You have chosen **Metropolis Technical College** as your free agency.
Add additional government agencies below for \$25 per County, Statewide and National subscriptions available.

My Subscriptions [0]

Nation (0)

States (0)

Counties (0)

| | | Your Current Rate |
|-------|-------------------|-------------------|
| Total | (0 subscriptions) | \$0/year |



Proceed to Checkout

Skip for Now

SIGN UP

Visit www.demandstar.com



Responding to an Electronic Bid

5 Step Instructions

Step 1

Many governments are moving toward requiring bid responses electronically. Here are the steps to respond to a bid Electronically.

- Click on the solicitation name

The screenshot shows a web interface for a procurement portal. At the top, there are tabs: 'Board', 'Bids' (highlighted), 'Quotes', 'Coming Soon! Activities', 'Coming Soon! Messages', and 'Responses'. Below the tabs is a dark blue header bar. Underneath, there's a yellow arrow pointing right with the word 'Bids' inside. To the right of this arrow is a 'Sort By' dropdown menu set to 'Due Date'. Below these elements is a list of three bid items. A red arrow points to the first item, 'TSEBIDVINO24JAN01'. Each item has a title, a description, an ID, broadcast and due dates, the number of planholders, and a 'Watch' button. The status of each item is shown in a yellow box on the right.

| Bid Title | Description | ID | Broadcast | Due | Planholders | Watch | Status |
|-------------------|--|---------------------------------|-----------|-----------|-------------|-------|--------|
| TSEBIDVINO24JAN01 | City of Fort Pierce - Purchasing Department, Fort Pierce, AZ | BID-TSEBIDVINO24JAN01-0-2020/al | 1/24/2020 | 3/1/2020 | 3 | Watch | Active |
| AA-BB-CC-DD-EE | agency2.0, Texas, FL | EBID-001-946-00-0-2020/AD | 2/4/2020 | 2/29/2020 | 0 | Watch | Active |
| TESTBID | agency2.0, Texas, FL | | | | | | Active |

Step 2

Once you are in the solicitation, you will see the Bid Details page that is standard for all solicitations

- When you are ready to submit your bid, click on “Submit E-Bid Proposal”

TESTBID **Active**

Bid Details

| | |
|-----------------|-----------------------------|
| Agency Name | agency2.0 |
| Bid Writer | agency2.0 d |
| Bid ID | EBID-123456-Q-2020/AD |
| Bid Type | EBID - E-BID |
| Broadcast Date | 02/06/2020 9:40 AM Eastern |
| Fiscal Year | 2020 |
| Due | 02/23/2020 11:00 PM Eastern |
| Bid Status Text | BID STATUS |

Scope of Work

Scope to Work:

Documents

| Filename | Type | Date Modified | Status |
|----------|------------|---------------|----------|
| ferc | Attachment | 02/06/2020 | Complete |

Distribution Info

| | |
|--------------------------|--|
| Bid Bond | None |
| Plan (blueprint) | None |
| E-Bidding | Submit |
| Distributed By | DemandStar |
| Distribution Method | Download and Mail |
| Distribution Options | Bid has no blueprints associated with it |
| Project Estimated Budget | \$120,000.00 |
| Distribution Notes | None |

Publications

[View Legal Ad](#)

Pre-Bid Conference

No Pre-Bid Conference Date Found

Commodity Code

[001-946-00] FINANCIAL SERVICES

Submit E-Bid Proposal

Step 3

Enter information requested page-by-page and you can see what will come next via the menu bar on the left under “E-Bid Progress”



DEMANDSTAR

Dashboard Bids Quotes Coming Soon! Activities Coming Soon! Messages Responses

Robyn Galiardi

Home > Bids > TESTBID > My Ebid Response

Save & Finish Later Cancel

Bid Details

Agency Name agency2.0

Bid Number EBID-123456-0-2020/AD

Bid Due Date 02/29/2020 (PST)

Bid Opening 23 days, 04 hours, 23 minutes, 54 seconds Remaining

Bid Name TESTBID

E-Bid Progress

- Contact Information
- Documents Upload
- Review Bid

E-Bid Response

Contact Information

Company Name
Calgon Carbon Corporation

Address 1
P. O. Box 717

Address 2
Address 2 (optional)

City
Pittsburgh

Country United States of Ame... State/Province Pennsylvania

County Select... Postal Code 15230-0717

Phone Number 4127876810 Extension Extension (optional)

Bid Amount 127,000 Invalid Alternate Bid Amount Alternate Bid Amount (optional)

Notes
For the full 6 month contract (optional)

Next

Step 4

After you click NEXT on the Contact Information page, you will be directed to enter the documents required. In this example, they only ask for one document, however, in others, they may ask for multiple documents that each need to be uploaded separately.

TIP:

There is a place for you to add “Supplemental”, i.e. non-required, documents.

The screenshot shows the DEMANDSTAR E-Bid Response interface. The top navigation bar includes links for Dashboard, Bids, Quotes, Activities, Messages, and Responses. The user is logged in as Robyn Gallardi. The breadcrumb trail is Home > Bids > TESTBID > My Ebid Response. The interface is divided into two main sections: Bid Details and E-Bid Response.

Bid Details:

- Agency Name: agency2.0
- Bid Number: EBID-123456-0-2020/AD
- Bid Due Date: 02/29/2020 (PST)
- Bid Opening: 23 days, 04 hours, 17 minutes, 21 seconds Remaining
- Bid Name: TESTBID

E-Bid Progress:

- Contact Information (Completed)
- Documents Upload (Current Step)
- Review Bid (Upcoming)

E-Bid Response:

Required Documents:

The following documents are required by the agency for this project. Please select which documents you will be submitting electronically (online), and which ones you will submit directly to the agency (offline).

Agency Accepted File Formats:

- Adobe Acrobat (*.PDF)
- AutoCAD Drawing (*.DWG)
- AutoCAD Drawing Web Format (*.DWF)
- GIF Image (*.GIF)
- JPEG Image (*.JPG)
- Microsoft Excel (*.XLS)
- Microsoft Excel (*.XLSX)
- Microsoft PowerPoint (*.PPT)
- Microsoft Word (*.DOC)
- Microsoft Word (*.DOCX)
- Plain Text (*.TXT)
- Plot file (*.PLT)
- Rich Text Format (*.RTF)
- TIFF Image (*.TIF)
- WordPerfect (*.WPD)
- ZIP Compressed Archive (*.ZIP)

| Required Document | Submission Option | Uploaded Document |
|-----------------------|-------------------|-------------------|
| Service Doc agency2.0 | None | Choose a file |

Supplemental Documents:

You can upload additional documents here.

Document Title:

Step 4 continued

TIP:

There is a place for you to add “Supplemental”, i.e. non-required, documents.

Bid Details

Agency Name: agency2.0
Bid Number: EEID-123456-0-2020/AO
Bid Due Date: 02/28/2020 (PST)
Bid Opening: 19 days, 13 hours, 28 minutes, 21 seconds Remaining
Bid Name: TESTBID

E-Bid Progress

- Contact Information
- Documents Upload
- Review Bid

E-Bid Response

Required Documents

The following documents are required by the agency for this project. Please select which documents you will be submitting electronically (online), and which ones you will submit directly to the agency (offline).

Agency Accepted File Formats

| | |
|--------------------------------------|--------------------------------|
| Adobe Acrobat (*.PDF) | AutoCAD Drawing (*.DWG) |
| AutoCAD Drawing (Web Format) (*.DWG) | GIF Image (*.GIF) |
| JPEG Image (*.JPG) | Microsoft Excel (*.XLS) |
| Microsoft Excel (*.XLSX) | Microsoft PowerPoint (*.PPT) |
| Microsoft Word (*.DOC) | Microsoft Word (*.DOCX) |
| Plain Text (*.TXT) | Plot File (*.PLT) |
| Rich Text Format (*.RTF) | TIFF Image (*.TIF) |
| WordPerfect (*.WP) | ZIP Compressed Archive (*.ZIP) |

| Required Document | Submission Option | Uploaded Document |
|-----------------------|-------------------|---------------------------|
| Service Doc agency2.0 | Electronic/Online | Service Doc agency2.0.TXT |

Supplemental Documents

You can upload additional documents here.

| Required Document | Submission Option | Uploaded Document |
|-----------------------|-------------------|--|
| Service Doc agency2.0 | Electronic/Online | Service Doc agency2.0.PDF |
| References | Electronic/Online | References.PDF |
| Plans | Online/Electronic | <input type="button" value="Choose a file"/> |

Step 5

Review Your E-Bid Response, and if everything is correct, then press “Submit Response”

You are done! And the government to which you’ve submitted this will download your responses and documents and see the day and time upon which you submitted your proposal.

The screenshot displays the DEMANDSTAR web application interface. The top navigation bar includes links for Dashboard, Bids, Quotes, Activities, Messages, and Responses. The user is logged in as Robyn Galiardi. The main content area is titled 'Review Your E-Bid Response' and is divided into two columns.

Left Column:

- Bid Details:**
 - Agency Name: agency2.0
 - Bid Number: EBID-123456-9-2020/AD
 - Bid Due Date: 02/25/2020 (PST)
 - Bid Opening: 23 days, 04 hours, 10 minutes, 47 seconds Remaining
 - Bid Name: TESTBID
- E-Bid Progress:**
 - Contact Information
 - Documents Uploaded
 - Review Bid (Current Step)

Right Column:

- Contact Info:**
 - Company Name: Calgon Carbon Corporation
 - Address 1: P.O. Box 717
 - Address 2:
 - City: Pittsburgh
 - State: Pennsylvania
 - Country: United States of America
 - Postal Code: 15230-0717
 - Phone Number: 4127876810
 - Tax:
 - Bid Amount: 3127,000.00
 - Alternate Bid Amount:
 - Notes: For the full 6 month contract
- Agency Required Documents:**
 - Service Doc agency2.0(Electronic/Online)
- Supplemental Documents:**
 - References(Electronic/Online)
- Instructions:**

After clicking "Submit Response" the following process will begin:

 1. We will verify that your response is complete as entered.
 2. You will see a confirmation page with your confirmation number and date/time stamp of your upload.
 3. You will receive a confirmation e-mail indicating a successful response submittal.
 4. You may track your response submission under the Responses page.

If you do not receive any of the above, please call Supplier Services at (204) 940-0005.
- Buttons:** Previous, Submit Response (highlighted with a red arrow)

Conference Call/Online Meeting Instructions

Webex Event Instructions Link:

https://help.webex.com/en-us/kwmj5eb/Join-a-Cisco-Webex-Event#id_17240

WebEx Meeting Instructions Links

(Click appropriate link for instructions)

Desktop: https://help.webex.com/en-us/nrbgeodb/Join-a-Webex-Meeting#id_134856

Mobile: https://help.webex.com/en-us/nrbgeodb/Join-a-Webex-Meeting#id_135069

Web: https://help.webex.com/en-us/nrbgeodb/Join-a-Webex-Meeting#id_135013

Phone Only: https://help.webex.com/en-us/nrbgeodb/Join-a-Webex-Meeting#id_134853

VENDOR REQUIREMENTS GUIDE

The purpose of this section is to assist you with certain requirements when doing business with the Town. The below listed key points have been developed to assist you in providing necessary information that will result in a smoother procurement and contracting process. This will expedite the ordering process and help to ensure your payments are made in a timely fashion.

When Providing A Quote Related To A Contract, Please Do The Following

- a. You must reference the contract number that is being utilized to develop the quote.
- b. You must remove any extraneous terms and conditions that are not related to the referenced contract on your quote.
- c. Remove any request for an authorized signature on the quote. A purchase order can be provided.
- d. If you are quoting prices based on a cost-plus contract, please show your $\text{Cost} + \% \text{ of Markup} = \text{Total Cost}$. This will help us verify that your pricing complies with the contract. We ask that you provide evidence of your cost (supplier invoice/receipt) using this model.
- e. If you are quoting prices based on a discount off list, please show $\text{List Price} + \% \text{ Discount} = \text{Total Cost}$. This will help us verify that your pricing complies with the contract and will provide evidence of the list price as well.
- f. If your quoted prices are based on a unit price contract, please ensure the pricing matches the contract.
- g. If permits are applicable, please be sure to include those costs on your quote.
- h. Please verify if freight is allowed, or not, before submitting your quote.
- i. Is installation applicable to the contract, or not? If not, please be sure to notate.
- j. When awarded a contract by the Town or the Town chooses to piggyback a contract, please inform all sales and accounting teams that the Town will be utilizing said contract.
- k. Please ensure all pricing is loaded into your information system.

All Invoices To The Town **MUST** Include The Following Information Or It **WILL** Be Rejected.

- a. Must include a PO# when a purchase order has been provided.
- b. Must include a non-repetitive invoice number.
- c. Must show contract pricing, if applicable to a contract.
- d. No freight charges shall be included unless the contract provides for freight terms.
- e. All invoices shall be sent to the ordering department or division. This will help to expedite your payment process. Some departments have set up e-mail addresses to which invoices should be submitted. It is advisable to request such email address when speaking to the department you are doing business with.
- f. The Town's policy is to pay within 30 days; however, Florida Law is net 45 days from the receipt of a **proper** invoice.
- g. The Town is a Tax-Exempt entity therefore all sales tax shall be excluded.
- h. The Town will pay either by Purchasing Card (credit card) or Purchase Order/Invoice. The Town will not pay any convenience fees for Purchasing Card transactions. If it is your policy to charge transaction fees, you must request a PO before an order is placed.

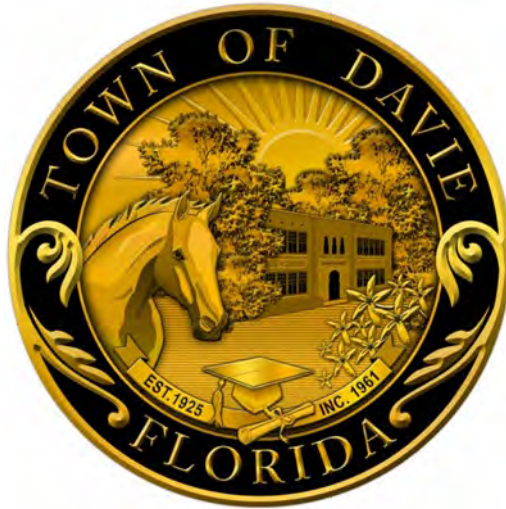
Packages And Deliveries

All packages must include the "ship to" address and contact information of the person who placed the order on the outside of the package. Without this information, the Town may be unable to verify delivery.

Vendor Self Service

If you are already registered as a vendor with the Town click below to visit the Vendor Self Service Portal to check information on 1099 History, Payments, Purchase Orders and Invoices that the Town has on file.





TOWN OF DAVIE

RPF NO. JA-23-59

Chemical System Maintenance and Repair Services

June 20, 2023 | 2:00PM

PROPOSAL COMPANY



ODYSSEY
MANUFACTURING CO.

ODYSSEY MANUFACTURING CO.

1484 MASSARO BLVD. TAMPA, FL 33619

PATRICK ALLMAN | JACKSON REEVES

813-635-0339

TABLE OF CONTENTS

TOWN OF DAVIE – RFP NO. JA-23-59
CHEMICAL SYSTEM MAINTENANCE AND REPAIR SERVICES

| | |
|---|------------------|
| Letter of Transmittal | SECTION 1 |
| Firm Qualifications and Experience | SECTION 2 |
| I. Overview of Firm | |
| II. Individuals and Qualifications | |
| III. Subcontractors | |
| IV. Insurance Certifications | |
| V. Similar Projects | |
| Staff Qualifications and Experience | SECTION 3 |
| I. Organizational Chart | |
| II. Qualifications of Employees/Staff | |
| <i>Resumes: Pat Allman, Michael Azzarella, Michael Cogdill, Chris Morgan, Daniel Bedgood,</i> | |
| <i>John Miller, Pavol Plecenik</i> | |
| III. Point of Contact(s) | |
| Project Approach | SECTION 4 |
| Price Schedule | SECTION 5 |
| Required Town Forms | SECTION 6 |

** NOTE: Please use bookmarks to navigate PDF proposal response*



June 16, 2023

Mr. Brian K. O'Connor, Procurement Manager
Town of Davie - Purchasing Department
8800 SW 36th Street
Building B - Purchasing
Davie, FL 33328

RE: Letter of Transmittal for FRP No. JA-23-59

Dear Mr. O'Connor,

Odyssey Manufacturing Co. is pleased to submit its interest to the FRP No. JA-23-59 "Chemical System Maintenance and Repair Services." Odyssey views the RPF as a means for a one-stop shop for the Town of Davie to accomplish all aspects of work related to the design, engineering, permitting, installation, maintenance, and repair of the various chemical systems at the town's water and wastewater treatment facilities. The following benefits are provided when working with Odyssey:

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

As you know, we currently have your maintenance contract that was originally bid back in August 2016. We have designed, furnished, and/or installed multiple chemical dosing systems, chemical storage tanks, chemicals pumps and skids, and/or water treatment equipment and technology throughout the town's various facilities. All this work has been provided, all while providing superior service, quality of work, and any temporary systems or operator training, if needed. Thank you for your consideration and please do not hesitate to contact one of us below if we can be of further assistance.

Sincerely,

Jackson Reeves

Sales Manager

O: (813) 635-0339

C: (813) 508-8767

jreeves@odysseymanufacturing.com

Pat Allman

General Manager

O: (813) 635-0339

C: (813) 335-3444

pallman@odysseymanufacturing.com

MANUFACTURERS OF **ULTRA CHLOR** (800) ODYSSEY
THE CLEAR SOLUTION www.odysseymanufacturing.com

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

SECTION 2
FIRM QUALIFICATIONS AND EXPERIENCE

I. Overview of Firm

Odyssey Manufacturing Co. (The Company)

Odyssey Manufacturing Co. (“Odyssey”) was incorporated in Delaware in 1998. It is headquartered at 1484 Massaro Blvd. Tampa, FL 33619. Its principal stockholder and CEO, Stephen Sidelko, lives in Fort Lauderdale, FL and runs the day-to-day operations of Sentry Industries, which he founded in 1984 as U.S. Chlorine, Inc. and later changed the name to Sentry Industries (“Sentry”). Sentry is located on the outskirts of Hialeah, FL. Sentry manufactures and delivers primarily sodium hypochlorite, muriatic acid, and sulfuric acid.

Odyssey began operations in late 1999 and started out selling sodium hypochlorite to primarily the water and wastewater industry. Odyssey quickly realized that there was no one in the Florida marketplace who specialized in all aspects of chemical system installation and maintenance services and decided to expand into this area to fill this void. This area has grown immensely and for the past years, Odyssey has been billing over \$15 million annually in chemical system installation and maintenance work alone. Odyssey is a licensed General Contractor and Plumbing Contractor, which employs twelve dedicated individuals in this area of work and utilizes the resources of the entire 85-person company. This division has designed and installed over two thousand chemical systems in Florida, many of which were sodium hypochlorite conversions. However, our personnel have worked on every chemical system used in the water and wastewater treatment industry. Odyssey has performed service work on chemical systems for a vast majority of municipalities and/or utility service companies in Florida and has service contracts with quite a few of them. Odyssey is the only entity in Florida who regularly stocks chemical system feed equipment, tanks, piping and spare parts. In addition, these parts and equipment are available for sale to its customers on an as needed basis. In addition, Odyssey also has become the Florida distributor for UGSI Solutions and their equipment (MicroClor On-Site Sodium Hypochlorite Generation (OSHG) unit, Tank Shark Ground Storage Tank Mixer, MonoClor Tank Residual Control System (RCS), TRS (THM Removal) System), PAX Water Technologies Mixers, and the Heyward HIBOCS (Biological Odor Control Systems).

Operations and Locations: As stated, Odyssey Manufacturing Co. is headquartered in Tampa at its main manufacturing facility since 2000. This facility is operational 365 days a year. This means the site is manned 24/7 including all holidays with at least four personnel (Control Room Supervisor, Plant Chemist/Operator, and a Roving Patrol). Our phones are also 24/7 and a transfer to the Control Room after normal business hours (0700 -1800 Monday through Friday). In case of an on-site emergency or a customer emergency, all supervisors are trained chemical plant personnel, who are very familiar with industrial plant operations since Odyssey feeds numerous chemicals and has numerous chemical systems at its facilities.

With Odyssey’s growth, it was decided to open a second manufacturing facility on the east side of Orlando in January of 2008, and then added two chemical distribution terminals facilities in Gibsonton, FL (2017) and Lantana, FL (2019). The two chemical distribution terminals, were both entirely designed, plumbed, and constructed ourselves (mainly by their installation leads and crews).

Odyssey's Tampa headquarters is the main base for the company’s manufacturing operations and construction warehousing. As for their construction personnel, they are located and living around the state in a multitude of areas, including (Tampa, Orlando, Ft. Lauderdale, and Leesburg). Most personnel have company vehicle’s they take home each evening. In the case of a customer emergency, this allows one to go directly to the jobsite, since their trucks are stocked weekly and act as a traveling warehouse. In a pinch, Sentry has a three-man service team who installs and replaces chemical tanks, as well.

II. Individuals and Qualifications

Odyssey's qualifications come from over twenty (20) years of experience working in the industry with every type of chemical out there used in water and wastewater treatment. All of Odyssey's chemical systems service and maintenance work is overseen by engineers who have forty (40) plus combined years of experience in the water and wastewater industry. Mr. Pat Allman (General Manager) and Mr. Michael Azzarella (PE – Odyssey Engineering Company, LLC) collaborate together, along with the customers' superintendent(s) and/or operator(s), to identify the problem or issue and then come up with the proper solution for each specific system/site. They have designed and permitted over two thousand (2,000) chemical systems in Florida utilities between them. Both Mr. Allman and Mr. Azzarella are extremely well versed in, not only the Florida Department of Environmental Protection (FDEP) rules for water and wastewater treatment plants, but also EPA rules, Ten States Standards and also good engineering design practices. This provides added value and assures all work in the design is in accordance with all federal and state rules and regulations. In addition, Odyssey employs two other engineers who act as technical consultants and project managers.

Key Personnel

Pat Allman – General Manager (*Odyssey Mfg. Co.*)

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

Michael Azzarella, P.E. (FL PE #52427) – *Odyssey Engineering Company, LLC*

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

Michael Cogdill – CGC (*State CGC# 1516698*)

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

Pavol Plecenik – Technologies Sales Manager (*Odyssey Mfg. Co.*)

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

III. Subcontractors

Key Partners (Subcontractors)

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

Hitech Coatings: Is a painting and coating contractor located in West Palm Beach, Florida. They have provided the containment coatings on over twenty-five projects for Odyssey over the past five years including the HFS, caustic, sodium hypochlorite, and ammonium sulfate containment areas for the City of Pompano Beach WTP.

A. Genesis Construction: Is a concrete contractor based out of Pembroke Pines, Florida. They have done the concrete work for over fifty Odyssey projects including the containment area at its Lantana, Florida facility.

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

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

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

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

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

IV. Insurance Certification

Please find attached COI (for Town of Davie)

V. Similar Projects

Please find both ...

1. List of Similar Projects (*completed within the last five (5) years*)
2. Client Reference Form (*for additional clients who currently has maintenance, service, and repair contracts with Odyssey*)

PATRICK HENRY ALLMAN, III

707 South Packwood Ave

Tampa, FL 33606

Work:(813) 335-3444 Home:(813) 254-6590

E-Mail: pallman@odysseymanufacturing.com

EDUCATION

- Bachelor of Science in Nuclear Engineering (mechanical engineering emphasis), Univ. of Virginia, Charlottesville, VA., May 1983
- M.B.A. with High Honors (4.0 GPA), Univ. of Tampa, Tampa, FL., Dec 1990
- Masters Equivalent, Post-Graduate Education in Nuclear Engineering and Reactor Operations, Department of Naval Reactors, August 1984
- Certified Professional Engineer by US DOE/Naval Reactors, May 1987
- Passed Engineer-In-Training (EIT) Exam, April 1991
- Certified Manager (C.M.), National Management Association (NMA), June 1992
- Certified Purchasing Manager (C.P.M.) designation, National Association of Purchasing Managers (NAPM), March 1996
- Certified Energy Manager (C.E.M.), Association Energy Engineers, August 1998

EXPERIENCE

- 08/11 – Pres. Tampa Port Authority. **Board Member**. Appointed by Florida Governor to oversee operations of the largest Port in the State of Florida.
- 10/05 – 6/13 U.S. Naval Reserves. **Commanding Officer** of Voluntary Training Unit, Tampa Operational Support Center, MacDill AFB, Florida. Awarded Military Outstanding Volunteer Service Medal. Retired in June 2013 after 30 years of military service.
- 10/03 – 10/05 U.S. Naval Reserves. **Commanding Officer** of 60-person Submarine Group 8 Navy Reserve Detachment. Oversaw major transformation & reorganization of reserve support to Commander Naval Forces Europe. Completed Navy's Anti-Terrorism Officer course. Awarded Navy Meritorious Service Medal.
- 10/02 - 9/03 U.S. Naval Reserves. **Executive Officer**, NR USCINCSOC 108, MacDill AFB. Responsible for operations of 27-Officer and 5 enlisted person Reserve Unit attached to a Joint Command. Awarded Navy Commendation Medal.
- 2/99 – Pres. Odyssey Manufacturing Company. **General Manager**. Responsible for starting up new company and overseeing the design and construction of a "state of the art" \$25 million chemical plant which began operations March 2000 and a second \$3 million chemical plant "peaking" plant in 2008. Oversaw design and construction of three chemical railroad transloading and distribution facilities. Grew company to be largest sodium hypochlorite (i.e. bleach) supplier to the Florida industrial market. Licensed Plumbing & General Contractor specializing in chemical system design, installation and repair which generates over \$10 million annual sales. Installed over 3,000 chemical systems in Florida to date. Manages business; responsibilities include sales, operations, profit/loss, marketing, staffing, personnel, financial, regulatory compliance, and permitting. Company selected as Southeast Desalting Association (SEDA) 2003 & 2016 Vendor of Year and he received Chairman's Award in 2011 and 2017. Received Florida Water & Pollution Control Operator Association (FWPCOA) Pat Flanagan Award in 1994 and 2016 for service. Received 2017 AWWA Award for Service.

- 10/98 - 9/03 U.S. Naval Reserves. **Watch Officer** Joint OPS CTR (JOC), US Special Operations Command (USSOCOM), MacDill AFB. Provided critical watchstanding support in wake of September 11th attacks for Noble Eagle and Enduring Freedom. Awarded Defense Meritorious Service Medal.
- 10/97 - 9/98 U.S. Naval Reserves. **Commanding Officer** of 30-person Advanced Base Facility Component (ABFC) Naval Reserve Unit.
- 10/96 - 1/99 Tampa Electric Company. Bulk Power and Market Development, **Account Manager** for largest Tampa Electric Company Industrial Customers. Called on customers. Sold various ancillary products. Developed and implemented market plans for retaining and expanding current business. Wrote and negotiated contracts. Performed financial and technical analysis for various corporate business opportunities. Functioned as Project Manager. Advised customers and company upper management on energy business matters through continuous market monitoring. Instrumental in developing 5 Year Market Plan for Tampa Electric Company in the face of electric utility deregulation. Driving force behind company's pursuit of an Economic Development Rate.
- 10/95 - 9/97 U.S. Naval Reserves. **Commanding Officer** of 60-person Naval Weapons Station Charleston Reserve Unit. #1 Reserve Unit at NRC St Petersburg for two years. Top-ranked Commanding Officer at NRC St Petersburg for two years. Selected for regional leadership Team. Unit selected for national Leo Bilger Award in 1997 given to BEST Reserve Units in the County. Awarded Navy Commendation Medal and Navy Achievement Medal.
- 5/95 - 10/96 Tampa Electric Company. Bulk Power and Market Development, **Statewide Sales & Marketing Representative** and Project Team Leader for wholesale power sales and corporate business opportunities. Called on customers. Wrote and negotiated contracts. Developed and implemented marketing plans. Performed financial analysis for business opportunities including several major acquisitions.
- 1/93 - 9/95 U.S. Naval Reserves. **Commanding Officer** of 24-person Naval Facility Keflavik Reserve Unit. #1 Reserve Unit at NRC St Petersburg for three straight years. Unit selected as the BEST Reserve Unit in REDCOM EIGHT for 1994. Selected as the Naval Officer Reserve Association's National Junior Officer of the Year for 1994. #1 ranked officer at NRC St Petersburg for three years.
- 12/91 - 7/95 Tampa Electric Company. Materials Management, Senior Engineer. Worked as a **Project Manager/Contract Administrator** managing large projects primarily in the power plant, port operations, computer systems and telecommunications areas. These projects included most of the large contracts for the Polk Power Station coal gasification plant, major upgrade to the coal handling systems at Big Bend and Gannon Power Stations, dredging and seawall contracts, major FGD ("scrubber") retrofit project, a new Work Order Management System, as well as over \$40 million worth of contracts for all the company's major power plant outage-related work over a three year period. Duties included project management, business analysis, writing technical specifications, writing and negotiating contracts, and various materials management functions (spare parts, warehousing, and investment recovery).
- 1/91 - 12/92 U.S. Naval Reserves. **Asst. Weapons Officer for Submarine Squadron 14** in Kings Bay, GA. Acted as Squadron Duty Officer on weekends and two-week annual duty.

Page Three of Resume of Patrick Henry Allman, III:

- 10/90 - 12/91 Tampa Electric Company. Distribution Engineering, Principal Engineer. **Technical Sales and Project Management.** Managed large lighting projects (including Bayshore Boulevard renovations), performed engineering analysis and set company policies, account manager for governmental agency customers, developed lighting rates for the Public Service Commission, coordinated lighting related issues between seven company departments, and did marketing and sales of the company's lighting services and products.
- 7/88 - 12/90 US Navy Officer Programs Recruiter, Tampa, FL. **Officer-in-Charge** of Navy recruiting for Central Florida. Responsibilities included recruitment, supervision, the development/implementation of marketing plans and the meeting of sales goals. Personally recruited for Officer Programs, exceeding every monthly quota. Awarded two Navy Commendation Medals and one Navy Achievement Medal during tour. National Officer Recruiter of the Year for FY 1990. Jacksonville NRD Officer Recruiter of the Year and runner-up for National Officer Recruiter of the Year for FY 1989. Led NRD Officer Programs Team to #1 Ranking in the Country for two consecutive years out of 41 total NRD's (#19 finish in year prior to arrival). Supervised over 64 Judge Advocate General (JAG) Investigations. Supervisory responsibilities included directing over 75 enlisted recruiters & over 30 temporarily assigned personnel.
- 5/88 - 6/88 US Navy Officer Recruiting Course, Orlando, FL. **Training** in public relations, sales, and marketing techniques/strategies.
- 4/85 - 5/88 Dept Head/Division Officer. USS HENRY CLAY (SSBN 625), Charleston, SC. Weapons (DH), Sonar, Missile, Missile Fire Control, Torpedo, Torpedo Fire Control, Reactor Controls, and Interior Communications Officer on a ballistic missile submarine. Positions encompassed a wide variety of engineering, personnel management, operations management/analysis, technical writing and leadership/supervisory experience. As Officer of the Deck, directed the tactical and systems operations of a nuclear powered submarine. As Engineering Officer of the Watch, supervised the operation of a nuclear power plant. Completed six strategic deterrent patrols under conditions of high stress, submerged for several months at a time. Qualified SSBN Weapons Officer & Engineer, becoming one of the 1st officers in the Navy to qualify for two Department Head positions in their first tour. Awarded Navy Achievement Medal. Significantly contributed to various team goals, including BEST submarine in the Submarine Squadron 6 and runner-up for Atlantic Fleet for 1987, as well as "OUTSTANDING" or "EXCELLENT" evaluations on submarine's last six major inspections.
- 9/84 - 4/85 US Navy Submarine School and Poseidon Guided Missile School. **Training.**
- 8/83 - 8/84 US Naval Nuclear Power School/Prototype Training. **Graduate level** practical and theoretical work in the principles and operation of a nuclear power plant.
- 5/83 - 8/83 Instructor UVA NROTC. Awarded Secretary of Navy Commendation for Bravery for saving police officer's life.

CIVIC AND TRADE ORGANIZATIONS

Active in FSSSSS, FSAWWA (Trainer, Chief Judge/Drafts Questions for Florida TOP OPS Competition), AWWA (National TOP OPS Committee), SEDA (Auditor), FWPCOA (Trainer), Tampa Propeller Club and Board Member for the Tampa Port Authority (Gubernatorial Appointee).

Michael P. Azzarella, PE, CPM

Odyssey Engineering Co.



Education

B.S., Civil Engineering, SUNY at Buffalo, 1987

Registrations/Licenses

Professional Engineer
Florida 52427, 1998
Professional Engineer
New York 070382, 1993

Certifications

Certified Public Manager (CPM),
The Florida Center for Public
Management, at Florida State
University, June 2004

Mr. Azzarella has extensive experience in the water and wastewater industry working as both a Utility Director and consultant for the past thirty years. He has significant experience in design, project management, and resident engineering for water and wastewater treatment and conveyance facilities and storm water systems. He is currently the principal for Odyssey Engineering Co. which provides technical assistance, engineering, design and permitting support to Odyssey Manufacturing Co.'s customers in the utility industry. His work history includes the following projects:

UTILITIES

Polk County Utilities Technical Services Director.

Mr. Azzarella oversaw Utilities Technical Services Division with a Capital Improvement Program budget in excess of \$30 million per year. Professional engineering work included supervising staff and managing utilities development coordination, water, and wastewater systems capacities and related issues, utilities engineering design and permitting, and utilities geographical information system for Division. Managed utilities development coordination to ensure compliance and conformance with County and Division requirements which includes plan review, quality control and approval; regulatory agency permit application review, approval, and execution; and record drawing review, quality control and approval. Managed water and wastewater system capacities and identified problem issues requiring system upgrades/modification and coordinated with regulatory agencies and other Division Sections as required. Obtained and approved all necessary supporting documentation required for County acceptance of utility systems associated with development activity. Coordinated with other County Departments/Divisions, consulting engineers, developers, contractors, and other utility purveyors throughout these processes.

Supervised staff and managed preparation, modification, and maintenance of the County Standards and Specifications for Utility Construction Manual. Supervised staff and managed Utilities Capital Projects Section for development compliance with the Polk County Comprehensive Plan and negotiation of agreements with developers for improvements to utility systems. Coordinated with the Utilities Operations and Maintenance Division to evaluate systems performance problems and provide input and recommendations for correcting problems. Approved, signed and sealed all documents as the professional engineer in responsible charge of in-house design and permitting work which included engineering plan preparation, technical standards and specifications preparation, permitting, design calculations, estimates, and related technical documents. Prepared and managed the Division operational and Capital related budgets.

Cities of Davenport and Polk City, Florida – Miscellaneous Engineering Services.

Mr. Azzarella serves as an extension of the Cities' Public Works Departments. He focuses on environmental compliance, working with staff to improve efficiencies, troubleshoot utility issues, perform technical reviews and assist with planning operation and maintenance of the Cities' water and wastewater systems.

WATER

Florida Keys Aqueduct Authority (FKAA) Stock Island and Marathon Key RO plant chemical system upgrade projects – Marathon Key and Stock Island, Florida.

Mr. Azzarella was responsible for the design and FDEP permitting of sodium hypochlorite and sulfuric acid chemical systems at two FKAA seawater RO plants.

City of Cocoa Sodium Hypochlorite Conversion - Wewahootee Wellfield Plant Site, Christmas, Florida.

Mr. Azzarella served as Senior Project Manager and was responsible for the design and permitting of converting the disinfection system of a 60 MGD water supply facility from gaseous chlorine to liquid sodium hypochlorite.

Polk County Utilities Sodium Hypochlorite Conversion – Various Water Treatment Plants.

Mr. Azzarella served as Senior Project Manager and was responsible for the design and permitting of converting the disinfection systems of fifteen (15) water treatment plants from gaseous chlorine to liquid sodium hypochlorite.

Niagara County Raw Water Pump Station Modifications, Niagara County, New York.

Mr. Azzarella served as the project manager and was responsible for the mechanical design and layout of pump and piping modifications to a 48 MGD raw water pumping station. In addition, Mr. Azzarella served as Design Engineer in the design and layout of a 48-inch prestressed concrete cylinder raw water line relocation under the Niagara River and on land for the Niagara County Water District, New York.

Niagara County Water District System Upgrade, Niagara County, New York.

Mr. Azzarella served as Project Engineer in charge of preparing preliminary design report and final design for the construction of a 4.5-mile potable water transmission main in Niagara County, New York.

City of Boca Raton WTP OSHG Replacement – Boca Raton, Florida. Mr. Azzarella served as the Project Manager to replace three 1,500-ppd ClorTec OSHG units with three MicrOclor 1,500-ppd OSHG units. Odyssey worked as a subcontractor to Wharton Smith to supply a “turn-key” system.

City of Margate WTP OSHG Replacement – Boca Raton, Florida.

Mr. Azzarella served as the Project Manager to replace two 750-ppd ClorTec OSHG units with a single MicrOclor 1,500-ppd OSHG unit. Odyssey provided a “turn-key” system to the Owner including integration with their existing control systems.

Town of Longboat Key Tank Mixing Projects – Longboat Key, Florida.

Mr. Azzarella served as the design and permitting engineer to upgrade the sodium hypochlorite and ammonium sulfate systems along with installing tank mixers at the Town of Longboat Key South and Mid-Key Booster Stations.

City of Punta Gorda Bal Harbor Booster Station – Punta Gorda, Florida.

Mr. Azzarella served as the design and permitting engineer to install a sodium hypochlorite and ammonium sulfate system along with installing a Ground Storage Tank mixer at the City of Punta Gorda Bal Harbor Booster Station.

WASTEWATER

Florida Keys Aqueduct Authority (FKAA) Cudjoe Key Sodium Hypochlorite Conversion – Cudjoe Key, Florida.

Mr. Azzarella served as the Project Manager and was responsible for the design and FDEP permitting of the disinfection system conversion of a 960,000 GPD wastewater treatment facility from chlorine gas to liquid sodium hypochlorite.

Cape Canaveral Air Force Station Regional WWTF Sodium Hypochlorite Conversion - Patrick Air Force Base, Florida.

Mr. Azzarella served as Senior Project Manager and was responsible for the design and permitting of converting the disinfection system of an 800,000 GPD wastewater treatment facility from onsite hypochlorite generation to liquid sodium hypochlorite.

Town of Tonawanda Plant Improvements, Tonawanda, New York.

Mr. Azzarella served as Design Engineer to evaluate an existing backwash/air scour operation at a wastewater treatment plant for an Erie County municipality. His work included evaluating the existing system for potential problem points, hydraulic grade line establishment over length of system from backwash pumps to filters and presentation of results.

City of Boca Raton WWTP OSHG Replacement – Boca Raton, Florida. Mr. Azzarella served as the Project Manager to replace two 1,500-ppd ClorTec OSHG units with two MicrOclor 1,500-ppd OSHG units. Odyssey worked as a subcontractor to Wharton Smith to supply a “turn-key” system and oversaw a subcontract worth \$3.2 million.

Manatee County SW WRF – Bradenton, Florida. Mr. Azzarella was the Project Manager for three different projects in a two-year period at this facility: (1) Sodium hypochlorite line replacement; (2) MARS project to provide a sodium hypochlorite system for the re-use; and (3) Deep Well injection project to chemical systems for the treated water stored underground.

MICHAEL J. COGDILL

813-486-9099 (C)

Email: mcogdill@odysseymanufacturing.com

EDUCATION

Bachelor of Science in Building Construction, University of Florida, 1987

PROFESSIONAL LICENSES HELD

Holder of the following State of Florida construction licenses:

- State Certified General Contractor Class A
- State Certified Mechanical Contractor
- State Certified Underground Utility & Excavation Contractor
- Class V Fire Protection Contractor

RECOGNITION / ORGANIZATIONS

- Built a complete computerized integration solution for estimating, scheduling, file sharing, internet presence & internet sales leads for my family's construction business (www.cogdillbuilders.com).
- My interstate 4 rest area project for the Florida Department of Transportation received the 1997 Metal Construction Association President's Award.
- Lectured at universities on the construction management type of project delivery and its benefits.
- Active member of business retention/expansion committee Tampa Chamber of Commerce.

COMPUTER CAPABILITIES

Fluent in the following construction/business related computer programs:

- Microsoft Office family of software
- Primavera scheduling software (P3 & Suretrak)
- Timberline Precision Estimating System, (including database setup)
- MC2 Estimating System
- AutoCad & SoftPlan CAD programs
- Capable of quickly learning other programs as required

REFERENCES

Professional/Owner/Personal references available upon request

EXPERIENCE SUMMARY

I was raised in a construction family, spending my summer vacations on the jobsite. In addition to the skills I learned growing up, I have more than 20 years of Florida and Virginia construction experience, working in literally every position in the design and construction phases of large and small commercial, industrial, & residential construction projects, including phase-construction of a \$19M ozone water treatment facility saving more than 6 months in the job schedule.

EXPERIENCE

- 2008 – Present Odyssey Manufacturing Co.
Tampa, FL
- Estimating, management, construction, of specialty chemical projects in Florida.
 - Superintendent for twelve concrete building foundations and significant underground water plant piping work at twelve City of Deltona WTP's.
 - Project Manager for City of West Palm Beach Water Plant Chemical Systems Projects which total almost \$2.5 million in work over past three year period (Sodium Hypochlorite, Aqueous Ammonia, HFS, Corrosion Inhibitor, Caustic)
 - Project Manager for Collier County Sodium Hypochlorite System Upgrade in.
- 2003-Present President
Cogdill Builders of Florida, Inc.
Tampa, FL
- Setup & management of Cogdill Builders of Florida, a split off company of Cogdill Builders, Inc., established to pursue high-end residential and specialty work in the Tampa Bay area beyond.
- 2000-2005 Vice President
Cogdill Builders Inc.
Orange Park, FL
- Primary/secondary license holder/qualifying agent. Responsible for land development, field coordination of commercial, industrial & non-residential design/build sector of Cogdill Builders Inc, a family-owned business.
- 2/99-9/00 General Manager
Goodwin Constructors, Inc.
Brooksville, FL
- License holder/qualifying agent responsible for overall operations of Goodwin Constructors, Inc. including all bidding and administration of work under contract (primarily civil type work).
- 6/96 –2/99 Construction Manager
Vogel Bros. Building Co.
Lakeland, FL
- Responsible for planning, and construction of the Conway Ozone Water Treatment Plant Expansion and Modification, Orlando Utilities Commission, Orlando FL
- 8/93 – 5/96 Project Manager/Superintendent
Vogel Bros. Building Co.
Lakeland, FL

Responsible for cost, schedule, and project coordination of the following projects:

- Project Manager, I-4 Dual Rest Areas, Polk County, FL.
- On-site project superintendent, responsible for all planning, scheduling and field construction efforts for the Bee Ridge Water Reclamation Facility, Sarasota, FL
- Project Manager, Florida Title East Reservoir Construction of Industrial Wastewater Containment and Treatment System, Lakeland, FL
- Project Manager, ZURN/NEPCO Site Preparation and Earthwork, Orange Cogeneration Facility, Contract No. 2055, Bartow, FL

6/91 – 10/93

Project Engineer
Vogel Bros. Building Co.
Lakeland, FL 33811

Responsible for job set-up, development and maintenance of project schedule. Material procurement and receipt and quality control in the construction of the following:

- Charles Larsen Unit #5 General Construction-Simple Cycle Project, Lakeland, FL
- Site Development and Foundation Construction for the Mulberry Cogeneration Facility, Bartow, FL

8/90 – 6/91

Office Engineer/Scheduler
Metric/Harbert, Joint Venture
Tampa, FL

Responsible for project scheduling using Primavera software. In charge of subcontractor weekly schedule meetings, subcontractor coordination, trouble shooting constructability problems, submitting monthly payment applications to owner, review/approval of subcontractor billings, set up of computer automated logs (submittal, RFI, etc.) for the Tampa International Airport South Parking Garage, 5300 space parking garage with rental car offices and maintenance facilities with a total of 115,000 cubic yards of concrete.

1/88 – 8/90

Office/Project Engineer
Metric Constructors, Inc.
Richmond, VA

Responsibilities included performing quantity take-off, cost control, schedule maintenance, civil buy-out, subcontractor coordination, submittals and RFI's and constructability problems on cogeneration power plant and wastewater projects in the Richmond, VA area.

1/87 – 6/88

Cogdill Builders, Inc., Jacksonville, FL

Responsible for scheduling (residential), subcontractor and supplier coordination, drafting/plan check, quality control functions, building lay-out, quantity take-off/pricing, developed Lotus-based estimating program, ran compliance checks using computerized Florida Energy Code computer program, permitting,

coordinating warranty work, designed new company logo, advertising design, customer questions/assistance.

Summer 1986 Project Engineer
 Danis-Shook of Florida
 Orlando, FL

Summer college internship. Responsible for line and grade, pipe/structure layouts, shop drawing submittal/review, expediting deliveries and scheduling at the Iron Bridge Waste Water Treatment Plant.

PAVOL P. PLECENIK

2907 NW 9th Terrace, Wilton Manors, FL 33311
954-632-4090 | PPlecenik@odysseymanufacturing.com

TECHNOLOGIES MANAGER

New Business Development | Contract Negotiations | Staff Training & Development | Sales Team Leadership | B2B Sales | Technical Aptitude | Consultative Sales | Customer Relationship Management | Innovative Sales Strategies | Networking | Closing & Prospecting | Sales Rep Management | MS Office Suite | MS Dynamics | Salesforce | ACT | TeleMagic

Resourceful **PROJECT MANAGER/ TECHNOLOGIES MANAGER** with over 14 years of experience in building relationships, cultivating partnerships, retaining top accounts, and growing profit channels by establishing trust. Persuasive, self-motivated leadership professional with expertise on expanding network connections, convincingly introducing products, educating clients, optimizing pricing strategies, and revealing customer needs to deliver solutions.

PROFESSIONAL EXPERIENCE

Odyssey Manufacturing, Tampa, FL
Technologies Manager

2016-Present

Oversee full sales cycle, interfacing with engineering, production, and accounting to ensure smooth sales process.

- Estimate and design Residual Control Systems for Chloramine disinfection process for variety of customers.
- Implement Residual Control Systems installations and provision installations with support and facilitation of continuous training.
- Leverage mixing products and THM Removal technology to grow sales and expand customer base.
- Design, estimate, propose, and deploy OSHG and Chemical Feed system products.
- Manage accounts to cultivate positive customer relationships in the Water/Wastewater industry.
- Ensure client satisfaction by offering proactive resolutions while driving actionable responses to questions, concerns, or challenges.
- Installation inspection, analysis, and troubleshooting.
- Construct professional sales presentations to creatively communicate product quality, offerings, and market comparisons to new and existing clients in the Water/Wastewater industry.
- Translate technical customer information to support client education practices resulting in successful equipment sales.
- Generate leads, conduct cold calls, and follow-up on inactive opportunities to drive profitability.
- Play instrumental role in all inside and outside sales processes including submittal preparation and issuing large value purchase orders for capital equipment.
- Oversee exhibition events and train new sales team members.

Hamilton Company, Reno, NV
OEM Sales Manager

2010-2015

Gain larger life science market share by delivering fluid measurement solutions to customers during their analytical instrument development process.

- Interface with the Director of Marketing to ensure sales goals are met while maximizing profitability.
- Cultivate positive customer relationships by employing strategic account management approach to ensure a reliable product supply.
- Satisfy client needs to capture recurring contract for YOY OEM sales of large pipeline projects.

- Secure \$600K in new business by contributing an engineering idea to support a high-profit product solution.
- Construct professional sales presentations to creatively communicate product quality, offerings, and market comparisons to new and existing clients.
- Execute successful equipment sales closing practices.
- Support senior leadership during executive decision-making processes by conducting market research to identify competition and generate reports with new market growth area recommendations.
- Strengthen branding initiatives by attending trade shows, exhibitions, and customer visits to maximize outreach.
- Reduce process lags by training reps and sales managers on best practices and protocols to maximize new product profits.
- Increase sales by leveraging engineering principals and product knowledge to support product redesigns.

Parkson Corporation, Fort Lauderdale, FL
Applications Engineering Manager

2006-2010

Mastered product knowledge for the Parkson pollution control products including sand filtration, clarification, sludge collection, biological treatment, ultra fine bubble diffusion, and solar sludge drying equipment.

- Grew sales by implementing product & process understanding to equipment specification and design tools.
- Supported sales team to sustain over \$50M in annual revenue by partnering with representatives, studying specifications, and examining contract documents to present feasible, most profitable, and specification-matching product offering proposals.
- Increased gross profits by 10% by leveraging calculated product quote updates & strategic bidding tactics.
- Cut engineering proposal preparation time by 50% by automating the product sizing/proposal generation tool for 2 complex product offerings.
- Optimized performance by analyzing equipment functionality & process data to deliver setting adjustments.
- Co-authored a technical document on Enhanced Nutrient Removal (ENR) presented at several exhibitions.
- Employed innovative strategies to drive growth.

ADDITIONAL EXPERIENCE: Laboratory Scientist I, E-Lab Inc, Ormond Beach, FL

2004-2006

EDUCATION & PROFESSIONAL DEVELOPMENT

Bachelor of Science in Chemical Engineering, University of Florida

Associate in Arts, Brevard Community College

Process Engineering Certification (12 hours) - Program Utilizing Total Quality Management, Modeling, & Optimization

Certificate of Completion - Green Belt of Six Sigma Methodology

Certificate of Attendance - Activated Sludge Troubleshooting: Understanding and Controlling Your Plant

Certificate of Course Completion - Applied Welding Technology

Professional Certificate - Finance and Accounting for Non-Financial Managers

Certificate of Appreciation - Presented at the 81st Annual Technical Conference of PWEA

Certificate of Appreciation - Presented at the NJWEA Annual Conference

Certified Pool Operator/Spa Operator - certification by the National Swimming Pool Foundation

MEMBER

Florida Water & Pollution Control Operators Association (Member), American Institute of Chemical Engineers (Senior Member), University of Florida Alumni Association (Life Member), International Honor Society, American Water Works Association, Water Environment Federation, Florida Section of American Water Works



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/21/2022

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

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

| | | | |
|---|--|--|--|
| PRODUCER Stahl & Associates Insurance Inc. 91 Lake Morton Drive P O Box 3608 Lakeland FL 33802 | | CONTACT NAME: Brian Ludwig PHONE (A/C, No, Ext): (863) 688-5495 E-MAIL ADDRESS: brian.ludwig@stahlinsurance.com FAX (A/C, No): (863) 688-4344 | |
| INSURED Odyssey Manufacturing Co. 1484 Massaro Blvd Tampa FL 33619 | | INSURER(S) AFFORDING COVERAGE INSURER A: Illinois Union Insurance Co INSURER B: ACE American Insurance Co INSURER C: Zenith Insurance Company INSURER D: Colony Insurance Co INSURER E: Hamilton Insurance DAC INSURER F: | |

COVERAGES

CERTIFICATE NUMBER: January 23 WC

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|------------------------------------|--|-----------|----------|---------------------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | Y | | G24092975014 | 10/01/2022 | 10/01/2023 | EACH OCCURRENCE \$ 1,000,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 |
| | Per Project applies by | | | | | | MED EXP (Any one person) \$ 10,000 |
| | <input checked="" type="checkbox"/> written contract | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | | | PRODUCTS - COM/OP AGG \$ 2,000,000 |
| | <input checked="" type="checkbox"/> OTHER: XCU, Contractual | | | | | | Employee Benefits \$ 1,000,000 |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY | | | H08450377014 | 10/01/2022 | 10/01/2023 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | <input checked="" type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> OWNED AUTOS ONLY | | | | | | BODILY INJURY (Per accident) \$ |
| | <input checked="" type="checkbox"/> HIRED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | PIP-Basic \$ 10,000 | |
| ** | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR | | | G24092987014 / EXO4266669 | 10/01/2022 | 10/01/2023 | EACH OCCURRENCE \$ 5,000,000 |
| | <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | | | | | AGGREGATE \$ 5,000,000 |
| | DED \$ RETENTION \$ | | | | | | \$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | Y/N | N/A | Z066828619 | 01/01/2023 | 01/01/2024 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT \$ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | Pollution Liability (\$5 Ded) | | | G24092975014 | 10/01/2022 | 10/01/2023 | Each Poll Condition Agg 1,000,000 |
| | Professional Liability (\$25k Ded) | | | | | | Ea Prof Occurrence Agg 1,000,000 |
| | | | | | | | Retro Date 10/1/2009 |

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

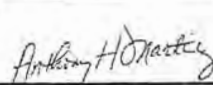
Insurer E: Hamilton Insurance DAC - Policy #ENVXSHI279494, Eff 10/1/2022 to 10/1/2023

** Carrier A: Umbrella \$1,000,000, Carrier D: \$3,000,000 Excess Liability and Carrier E: \$1,000,000 Excess, total Umbrella/Excess Liability Limit \$5,000,000

Town of Davie is additional insured on the general liability if required by written contract.

CERTIFICATE HOLDER

CANCELLATION

| | |
|--|--|
| Town of Davie 6591 Orange Drive Davie FL 33314 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|--|--|

© 1988-2015 ACORD CORPORATION. All rights reserved.

SECTION 2
SIMILAR PROJECTS

The following are some of the many similar projects that Odyssey has performed in Florida over the past five years. If Odyssey is awarded the contract, all of these are examples of projects that can be performed under the contract.

1) City of Coconut Creek

***Project Title:* City of Coconut Creek Hillsboro Booster Station Disinfection Improvements**

Description: The purpose of this project is to install a ground storage tank mixing system and to automate the existing disinfection chemical feed systems by utilizing Residual Control System (RCS) at the Hillsboro Booster Station to provide optimum water quality to its end users.

Representative: Jean Duglypus (JDupuis@coconutcreek.net) - *Director of Utilities*

Ph: 954-973-6786 | Fax: 954-571-4146

Engineer: Odyssey Manufacturing Co.

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$160,820

Completion Date: August 2019

2) Town of Mangonia Park

***Project Title:* WTP Sodium Hypochlorite and Ammonium Sulfate Conversion Project**

Description: Design/Build sodium hypochlorite and ammonium sulfate systems to replace chlorine gas and ammonium hydroxide disinfection systems at the WTP. Also, changed injection points to reduce finished water color to meet secondary drinking water standards.

Representative: Roosevelt Jones (rjones@townofmangoniapark.com) - *Utility Manager*

Ph: 561-848-1235 | Cell: 561-291-2881

Engineer: Odyssey Manufacturing Co.

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$49,247.84

Completion Date: June 2020

3) City of Margate

***Project Title:* Brine maker Replacement Project**

Description: Replace existing brine tanks at the City of Margate West WWTP and WTP with new FRP 60-ton brine tank.

Representative: Mike Uber (ruber@margatefl.com) - *Project Manager*

Ph: 954-972-0828, Ext. 219 | Cell: 954-999-7298

Engineer: Odyssey Manufacturing Co.

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$172,384.78

Completion Date: September 2020

4) City of Pompano Beach

***Project Title:* City of Pompano Beach Ammonium Sulfate Conversion Project**

Description: Design/Build new Ammonium Sulfate System to replace existing anhydrous ammonia system for the City of Pompano Beach WTP.

Representative: Phil Hyer (phil.hyer@copbfl.com) - *WTP Superintendent*

Ph: 954/ 545-7030 | Cell: 954/ 809-5600

Engineer: Odyssey Manufacturing Co.

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 87,910.00

Completion Date: October 2020

5) City of Margate

Project Title: East WWTP Coagulant Feed System

Description: Furnish and install coagulant system at the City of Margate East WWTP.

Representative: Wendell Wheeler (wwheelerwh@margatefl.com) - Project Manager

Ph: 954-972-0828 | Cell: 954-605-0373

Engineer: Carollo

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$448,730.00

Completion Date: August 2021

6) City of Miramar

Project Title: West WTP Corrosion Inhibitor Feed System Replacement

Description: Construct containment area, coat containment and furnish and install new corrosion inhibitor storage, feed equipment and piping at the City of Miramar West WTP.

Representative: Balki Bisram (bbisram@miramarfl.gov) - West WTP Superintendent

Ph: 954-438-1228 | Cell: 954-295-1438

Engineer: Kimley-Horn

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$192,600

Completion Date: August 2021

7) City of Pompano Beach

Project Title: Relocation of Caustic Chemical Feed System

Description: Relocated and installed new caustic chemical feed system for the City WTP.

Representative: Phil Hyer (phil.hyer@copbfl.com) - WTP Superintendent

Ph: 954/ 545-7030 | Cell: 954/ 809-5600

Engineer: Odyssey Manufacturing Co.

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 116,7990.52

Completion Date: October 2021

8) Owner: City of St Petersburg

Project Title: City of Petersburg NE WWTP Sodium Hypochlorite Tank Replacement

Description: Install three new sodium hypochlorite tanks and replace two actuators

Owner's Representative: Craven Askew (craven.askew@stpete.org) - WWTP Superintendent

Ph.: 727/ 893-7779

Cell: 727/ 892-5116

Engineer: Odyssey Manufacturing Co.

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 52,800.00

Completion Date: December 2022

9) Owner: City of Largo

Project Title: City of Largo WRF Liquid Polymer System Replacement

Description: Install two new liquid polymer systems to replace existing dry polymer systems along with activated polymer storage tank

Owner's Representative: Dave Winkler (dwinkler@largo.com) - WWTP Superintendent

Ph: 727-518-3057 | Cell: 727-424-7432

Engineer: Odyssey Manufacturing Co.

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 188,100

Completion Date: January 2023

④ THERE ARE REFERENCES OF OTHER CUSTOMERS WE

RFP# JA-23-59 Chemical System Maintenance and Repair Services

CURRENTLY

HAVE AN ONGOING

MAINTENANCE/REPAIR

CONTRACT WITH.

CLIENT REFERENCE FORM

Provide a minimum of three (3) client references from recent similar transactions, be sure to include details/description of the project/service provided*.

- 1) Name of Client Entity: CITY OF POMPAHO BEACH
Address: 1205 NE 5TH AVE.
City/State/Zip: POMPAHO BEACH, FL 33060
Contact: PHIL HYER
Title: WATER TREATMENT PLANT SUPERINTENDENT
Email Address: PHIL.HYER@COPBFL.COM
Telephone: 954-545-7030 (O) | 954-89-5600 (C)
Scope of Work: MAINTENANCE AND REPAIR SERVICES
*Description of Services Provided: HAVE CURRENT MAINTENANCE + REPAIR CONTRACT WITH CITY FOR THEIR WTP & WNTF
- 2) Name of Client Entity: FOLK COUNTY
Address: 1011 JIM KEENE BLVD.
City/State/Zip: WINTER HAVEN, FL 33880
Contact: STEVE WHIDDEN
Title: REGIONAL WATER SUPERVISOR
Email Address: STEVEWHIDDEN@FOLK-COUNTY.NET
Telephone: 863-397-1441 (C)
Scope of Work: MAINTENANCE AND REPAIR SERVICES
*Description of Services Provided: HAVE CURRENT MAINT. + REPAIR CONTRACT FOR ALL THE COUNTY PLANTS
- 3) Name of Client Entity: TOTO WATER AUTHORITY
Address: 951 MARTIN LUTHER KING BLVD.
City/State/Zip: KISSIMMEE, FL 34741
Contact: MIKE POWERS
Title: FACILITIES PROCESS MANAGER
Email Address: MPOWERS@TOTOH2O.COM
Telephone: 407-944-5074 (O) | 407-791-5201 (C)
Scope of Work: MAINTENANCE AND REPAIR SERVICES
*Description of Services Provided: HAVE CURRENT MAINT. + REPAIR CONTRACT FOR ALL PLANTS THE AUTHORITY OPERATES

**SECTION 3
STAFF QUALIFICATIONS AND EXPERIENCE**

I. Organizational Chart *(please see attached)*

Odyssey's organizational chart shows who the key individuals are that will be assisting the Town of Davie with proposed service work under this RFP. The proposed Account Manager will be Pavol Plecenik. He will be supplemented and backed up by Jackson Reeves and Michael Coletta. Linnea Ison will also be involved with the coordination of the chemical systems service crews and tracking and ordering for inventory of parts, pumps, and tanks.

Odyssey's construction crew consists of twelve full-time personnel and one part-time driver available to perform service work under this proposed RFP. All but two technicians have been with Odyssey at least three (3) years, and all three leads, plus our lead electrician, has been with Odyssey over ten (10) plus years. Odyssey's staff possesses many technical skills that range from plumbing, electrical, controls, concrete, underground and structural work.

II. Qualifications of Employees *(please find attached resumes of key personnel and technicians)*

MANAGEMENT: The managing partner and CEO of Odyssey Manufacturing Co. is **Stephen Sidelko** who has a B.S. in Chemical Engineering and an MBA from Rensauler PolyTechnic Institute. Mr. Sidelko has successfully operated sodium hypochlorite manufacturing facilities in Florida for over forty-five (45) years starting out with Procter and Gamble and then moving over to Kare Chemical. In 1984, Mr. Sidelko founded Sentry Industries in Hialeah, Florida. Sentry currently manufactures and delivers about 20 million gallons per year of sodium hypochlorite to various customers located throughout South Florida. Mr. Sidelko is the President of Sentry Industries and manages their day-to-day operations.

In 1998, Mr. Sidelko and a group of partners founded Odyssey Manufacturing Co. Odyssey Manufacturing began operations in 1999. The day-to-day operations of Odyssey Manufacturing are run by Patrick H. Allman (General Manager) and Marvin T. Rakes (President) since 1999, when they opened.

Patrick Allman, GM, has a B.S. in Nuclear Engineering 1983 from the University of Virginia, a M.S. equivalent in Nuclear Engineering from the Department of Naval Reactors in 1984 and an M.B.A. from the University of Tampa in 1990. Mr. Allman has over seven years of power plant experience in the U.S. Navy, nine years of power plant and industrial experience at Tampa Electric Company and over seventeen years of experience running the day-to-day operations of a chemical systems solution provider company. *(Resume previously included in Firm Qualifications Section)*

Marvin Rakes, President, has a B.S. in Chemical Engineering 1985 from the University of North Carolina State. Mr. Rakes has over twenty years of operational experience as the Operations Manager for the largest chemical distribution and chlorine repackaging company on the East Coast in Virginia and for the past twenty plus years as the President of Odyssey Manufacturing.

Under their tenure, Odyssey Manufacturing has grown considerably over the past twenty plus (20+) years and currently sells over 60 million gallons annually of sodium hypochlorite and has installed over 2,000 chemical systems.

ENGINEERING: Odyssey Engineering Co. was founded in 2013 to provide permitting and engineering services on a formal basis. Its principal, **Michael Azzarella, PE**, has a B.S. in Civil Engineering from SUNY of Buffalo in 1987. He has worked primarily in the water and wastewater industry throughout his career for three consulting firms, as the Utility Director for Polk County and more recently for Odyssey. *(Resume previously included in Firm Qualifications Section)*

CONSTRUCTION/SERVICE WORK:

Michael Cogdill oversees Odyssey's large projects as a construction superintendent/project manager and provides his expertise as required for all of Odyssey's chemical systems work. Mr. Cogdill has a B.S. in Building Construction from the University of Florida in 1987 and has over thirty (30) years of construction experience in the water and wastewater industry. *(Resume previously included in Firm Qualifications Section)*

David Wing is a certified plumber and oversees larger plumbing projects. He did his plumbing apprenticeship in 1996 and since has worked for multiple companies as a plumber and now currently owns and runs his own plumbing company. He has a ton of experience in both general plumbing, but also many years in the water and wastewater industry, plumbing for all different kinds of chemicals.

ACCOUNT MANAGERS:

Pavol Plecenik came onboard Odyssey in January 2016 to provide Odyssey an Account Manager for its customers in the southeast Florida market. Mr. Plecenik lives in Fort Lauderdale and has over 15 years of experience in the chemistry and water and wastewater fields. Mr. Plecenik graduated from the University of Florida in 1984 with a Bachelor of Science in Chemical Engineering. *(Resume previously included in Firm Qualifications Section)*

Linnea Ison, Construction Services Manager, has her B.A. in Business Administration (1987) from Lake Superior State University. She has been with Odyssey for over twelve (12) years coordinating and manager Odyssey's construction division from scheduling, to planning logistics, to ordering parts and equipment, to customer service, and everything involved with running a construction company.

Jackson Reeves joined Odyssey in January 2017 for his business and sales expertise. He graduated with a finance degree from the University of Florida in 2013. He is well versed in both the chemical and construction/equipment sales divisions of Odyssey. He will be acting as one of the assistant account managers.

Michael Coletta is our newest recruit to our construction and engineering team. He joined our team in Jun 2021. He graduated from the University of Florida, as well, but in Aerospace Engineering in May 2021. His main focus, with the short time he has been here at Odyssey, has been with Odor Control Units and smaller chemical systems designs and installations. He will also act as another assistant account manager.

KEY CONSTRUCTION PERSONNEL:

Please find attached resumes for key personnel (Technician Specialist/Project Superintendent and Electricians).

III. Points of Contact

Patrick Allman – General Manager
Ph: 813-635-0339 | Cell: 813-335-3444
pallman@odysseymanufacturing.com

Pavol Plecenik – Account Manager
Cell: 954-632-4090
pplecnik@odysseymanufacturing.com

Jackson Reeves – Asst. Account Manager
Ph: 813-635-0339 | Cell: 813-508-8767
jreeves@odysseymanufacturing.com

Michael Azzarella – Engineer
Ph: 813-635-0339 | Cell: 813-505-5684
mazzarella@odysseymanufacturing.com

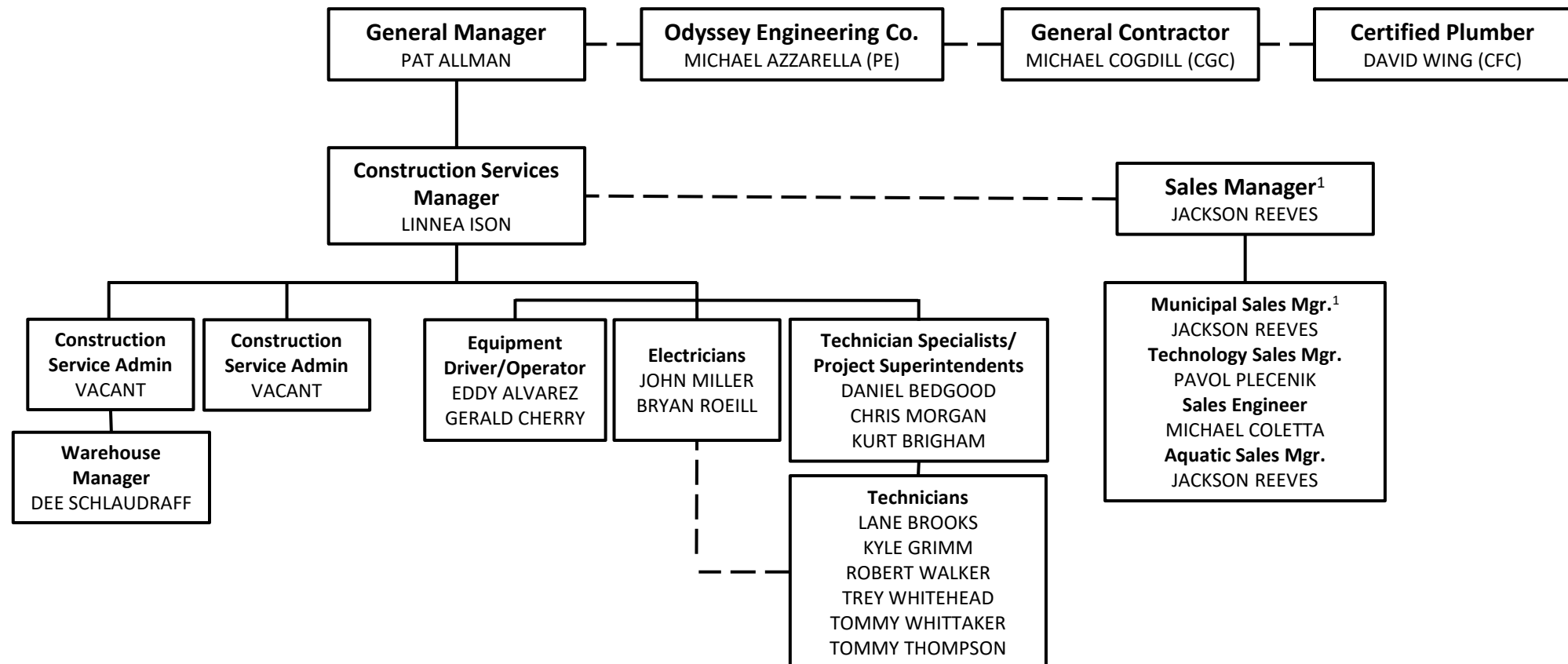
Linnea Ison – Construction Services Manager
Ph: 813-635-0339
admin@odysseymanufacturing.com

Michael Coletta – Asst. Account Manager
Ph: 813-635-0339 | Cell: 401-644-4875
mcoletta@odysseymanufacturing.com



ODYSSEY MANUFACTURING CO.
CONSTRUCTION SERVICES DIVISION
ORGANIZATIONAL CHART

(AS OF JULY 1, 2022)



¹ If empty, General Manager fills role

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

CHRIS MORGAN
Project Superintendent/Technician Specialist-Supervisor

Odyssey Manufacturing Co.
1484 Massaro Blvd.
Tampa, FL 33619

Education: H.S. Diploma, June 2004, South Sumter High School, Bushnell, Florida

Experience: Atlantic Surveying, Field Survey Technician, 2006 – 2008
Odyssey Manufacturing, Helper/Mechanic/Plumber/Supervisor 2008 – Present

Recent Projects:

City of Pompano Beach Water Treatment Plant, Project Superintendent, Ammonia Sulfate System Upgrade - \$88K

City of Pompano Beach Water Treatment Plant, Project Superintendent, Caustic System upgrade and relocation - \$117.8K

City of Pompano Beach, Technician Specialist, various upgrades and equipment/part installations to the Ammonia, Bleach, Caustic, Fluoride and Carbon Dioxide Systems throughout the various systems Water Treatment and Reuse Plants over the past 10 years – *Maintenance and Service Contract*

Brevard County, Project Superintendent, Five Biological Odor Control Systems (Tucker Lane, Pat McPhee, Plumosa, South Beaches WWTP and South Central WWTP) - \$500K

City of Melbourne Surface Water Plant, Chemical Storage Tank Project, Project Superintendent - \$1.4 million project to replace caustic, fluoride, and ferric sulfate tanks

Seminole Tribe Immokalee Water Treatment Plant, Project Superintendent - \$1.1 million project to replace five chemical systems

City of Wildwood Coleman WTP, Project Superintendent - \$1.1 million project to install new sodium hypochlorite system and perform other upgrades to the plant

City of Deltona WTP's, Project Superintendent - \$5.1 million addition of ammonium sulfate at 12 water treatment plants

City of Leesburg Main WTP, Project Superintendent to install sodium hypochlorite system - \$75K

City of Palm Coast Water Treatment Plant #2, Project Superintendent to install ammonium Sulfate system - \$80K

Town of Longboat Key City, Project Superintendent to install tank mixers in Ground Storage Tanks at South and Mid-South Booster Stations - \$250K

City of Coconut Creek, Project Superintendent to install sodium hypochlorite and ammonium sulfate systems at the Hilton and Hillsboro Booster Stations - \$125K

Daniel Bedgood
Project Superintendent/Mechanical Supervisor

Odyssey Manufacturing Co.
1484 Massaro Blvd.
Tampa, FL 33619

- Education: H.S. Diploma, June 2004, South Sumter High School, Bushnell, Florida
- Withlacoochee Technical Institute, Automotive Collision Specialist Training (August 1992 – May 1996)
- Experience: Ocala Collision Center, Car Body Work Specialist, 2004 – 2006
- Saddle Creek Distribution Center, Equipment Operator/Warehouse Worker, 2006 -2008
- Atlantic Surveying, Field Survey Technician, 2006 – 2008
- Odyssey Manufacturing, Helper/Mechanic/Plumber/Supervisor, 2008 – Present
- Projects: Brevard County, Project Superintendent, Five Biological Odor Control Systems (Tucker Lane, Pat McPhee, Plumosa, South Beaches WWTP and South Central WWTP)
- City of Melbourne Surface Water Plant, Chemical Storage Tank Project, Project Superintendent for \$1.4 million project to replace caustic, fluoride and ferric sulfate tanks
- Seminole Tribe Immokalee Water Treatment Plant, Project Superintendent for \$1.1 million project to replace five chemical systems
- Crystal River Power Plant, Project Superintendent to replace chemical tanks for three chemical systems
- City of Wildwood Coleman WTP, Project Superintendent for \$1.1 million project to install new sodium hypochlorite system and perform other upgrades to the plant
- City of Deltona WTP's, Project Superintendent for \$5.1 million addition of ammonium sulfate at 12 water treatment plants
- City of Leesburg Main WTP, Project Superintendent to install sodium hypochlorite system
- City of Palm Coast Water Treatment Plant #2, Project Superintendent to install ammonium Sulfate system

Town of Longboat Key City, Project Superintendent to install tank mixers in Ground Storage Tanks at South and Mid-South Booster Stations

City of Coconut Creek, Project Superintendent to install PAX Ground Storage Tank mixers, Residual Control Systems (RCS), and sodium hypochlorite and ammonium sulfate systems at the Hilton and Hillsboro Booster Stations

City of Punta Gorda Elevated Storage Tank, Project Superintendent to install PAX Tank mixer, Residual Control Systems (RCS), and sodium hypochlorite and ammonium sulfate systems

City of Bonita Springs Water Plant OSHG Retrofit Project – Mechanic

John Miller

4740 Grace St.
De Leon Springs, Florida 32130
Cell Phone (386) 804-7990
Email address: jmiller@odysseymanufacturing.com

Education

1994 Hempfield High School, Landisville, PA.

1994 Vo-Tech for Mill Work and Cabinetry

1999 Electrical apprenticeship IBEW 756

Employment History

5/15 – current Odyssey Manufacturing Co., Tampa, FL 33619

Lead Electrician. Install and maintain electrical components and instrumentation for chemical feed and storage systems, tank mixers, THM removal systems, residual control systems as well as on-site sodium hypochlorite generation (OSHG) systems.

8/14- 5/15 Chinchor Electric, Orange City, FL 32763

Lead Electrician. Industrial electrical construction and service. AC/DC, VFD, High and Low voltage and control wiring.

2/13-8/14 Anvil International (Mueller water products), Columbia, PA 17512

Industrial maintenance (Master Electrician). Maintain systems including AC/DC electrical, Motor Controls, Hydraulic, Pneumatic, Hoists, Cranes, PLC, Induction Furnaces and other equipment.

11/97 – 7/11. Florida Electric Works Deland, FL 32724

Lead electrician. Residential/Commercial/Industrial experience. Well versed in the trade, from residential to military contracts.

1/97 – 11/97 Miller Electric, Jacksonville, FL

Electrician Apprentice. Duties included help with installation of traffic signals and bridge lighting.

1/95 – 11/96 Olson Electric, Daytona Beach, FL

Apprentice Electrician. Duties included help with installation and retro fit of fire alarm systems at Kennedy Space Center.

Water and Wastewater Projects

JEA Bertram WTP

Project Superintendent as well as electrical and control wiring foreman for THM Removal System for 5-Million Gallon Ground Storage Tank

Coconut Creek

Electrical and Control Wiring Foreman for PAX Mixers, Chemical Feed and Residual Control System (RCS) at Hilton and Hillsboro Booster Stations

Brevard County Odor Control Projects

Responsible for all electrical and control wiring for biological odor control systems at five Brevard County facilities (Tucker Lane, Plumosa, Pat McPhee, South Beaches WWTP, South Central WWTP) and worked as lead plumbing mechanic.

Electrical Superintendent for Odyssey Manufacturing Co. Lantana Sodium Hypochlorite Terminal

Oversaw all electrical, controls and instrumentation work for \$4 million state of the art sodium hypochlorite terminal.

Electrical Superintendent for Odyssey Manufacturing Co. Tampa Sodium Hypochlorite Terminal

Oversaw all electrical, controls and instrumentation work for \$7 million state of the art sodium hypochlorite terminal.

Credentials

****10 Hour OSHA Certification***

****30 Hour OSHA Supervisor Certification***

****40 Hour HAZWOPPER Certification***

****PLC RsLogics 5&500***

****High Voltage Training***

****NFPA 70E***

****CQM-C Certification***

(Corps of Engineers/NAVFAC)

DAVID WING

| | | |
|--------------------|---|----------------|
| Education: | H.S. Diploma, Seminole High School, Seminole, Florida | (June 1989) |
| | ABC Craft Professional, Tampa Tech Plumbing Apprenticeship | (May 1996) |
| Experience: | BCH Mechanical, Plumber | 1992 – 1995 |
| | Gulf to Bay Plumber | 1995 – 1997 |
| | BCH Mechanical, Plumber | 1997 – 1999 |
| | Plumber’s Soujanen, Plumber | 1999 - 2001 |
| | David Wing Enterprises, Plumbing Contractor | 2001 – 2005 |
| | Odyssey Manufacturing, Plumber/Foreman/Superintendent | 2005 – Present |
| | Wing Plumbing, Principal | 2016 – Present |
| Projects: | Florida Aquarium – Plumber (BCH Mechanical) | |
| | Sweet Bay Grocery Stores (3) – Plumber (Gulf to Bay Plumber) | |
| | Disney Animal Kingdom – Plumber (BCH Mechanical) | |
| | Arvida Center – Plumbing Contractor (David Wing Enterprises) | |
| | St. Lucie West Services District WT/WWTP Plant Sodium Hypochlorite Conversions – Project Superintendent (Odyssey Manufacturing Co.) | |
| | City of Cocoa Dyal Weewahoottee Wellfield Sodium Hypochlorite Conversion – Project Superintendent (Odyssey Manufacturing Co.) | |
| | City of Tallahassee Lake Bradford WWTP Sodium Hypochlorite Conversion – Project Superintendent (Odyssey Manufacturing Co.) | |
| | City of Arcadia WTP Chloramine System Conversion – Project Superintendent (Odyssey Manufacturing Co.) | |
| | Hillsborough County River Oaks WWTP Sodium Hypochlorite Conversion – Project Superintendent (Odyssey Manufacturing Co.) | |
| | City of Bonita Springs WTP OSHG Replacement Project (Odyssey Mfg. Co.) | |
| | City of Boca Raton WTP OSHG Replacement Project (Odyssey Mfg. Co.) | |
| | City of Boca Raton WWTP OSHG Replacement Project (Odyssey Mfg. Co.) | |
| | City of Margate WWTP OSHG Replacement Project (Odyssey Mfg. Co.) | |

SECTION 4
PROJECT APPROACH

Technical Approach

As stated previously, our ***technical approach*** for each specific job comes from the over twenty (20) years of experience Odyssey has been working in the industry with every type of chemical out there used in water and wastewater treatment. All of Odyssey's chemical systems service and maintenance work is overseen by engineers who have forty (40) plus combined years of experience in the water and wastewater industry. Mr. Allman (General Manager) and Mr. Azzarella (PE – Odyssey Engineering Company, LLC) have collaborated, along with the customers' superintendent(s) and/or operator(s), to designed, permitted, and build over 2,000 chemical systems in Florida utilities between them. Both Mr. Allman and Mr. Azzarella are extremely well versed in, not only the Florida Department of Environmental Protection (FDEP) rules for water and wastewater treatment plants, but also EPA rules, Ten States Standards, and good engineering design practices. This provides added value and assures all work in the design is in accordance with all federal and state rules and regulations.

Odyssey Manufacturing Co. is also a CGC (Certified General Contract) with Michael Cogdill as our qualifying contractor. Michael Cogdill oversees Odyssey's large projects as a construction project manager and provides his expertise, when required, for much of Odyssey's chemical systems work. Mr. Cogdill has over twenty-five (25) years of construction experience in the water and wastewater industry. Odyssey's technician specialists and technicians, as explained, all have immense experience with water and wastewater treatment facilities, since they are on-site jobsites five days a week, doing anything from a simple repair on a leaking pipe or pump, to changing out a 100-gallon or a 10,000-gallon chemical storage tank, to redesigning an existing pump skid for a chemical feed system, to installing On-Site Sodium Hypochlorite Generation Units, or putting in a tank mixer in a ground storage tank, to everything in between.

Adequacy of Resources

With regards to ***personnel***, as previously expressed, Odyssey has twelve full-time personnel that work on jobsites daily that provide a variety of technical skills, including plumbing, electrical, controls, concrete, underground and structural work. The management team personnel are available via phone and email daily and are very involved in all phases of the project (planning, design, build, and implementation phase/process).

Odyssey's ability to control costs of ***supply parts and equipment*** is due to the ability to buy in bulk and store inventory between our four locations (and a fifth with Sentry). Additionally, we get steep original equipment manufacturer (OEM) discounts from most equipment suppliers. This ability to buy in bulk and being an OEM gives us an advantage with our suppliers and distributors to sell to us at a discount below MSRP, thus passing these savings down to our customers. We stock over \$10 million in chemical tanks, feed pumps, rebuild kits, plumbing parts (pipe, fitting, valves), and more, between our four locations. Our business partners, Sentry Industries, Blue Planet Environmental, and Hawkins Chemical, also stock materials and parts at their locations in Florida. This creates benefits for the customer for regular or emergency maintenance and repair work. This creates benefits for the customer for regular or emergency maintenance and repair work.

As for our ***service trucks, equipment, and heavy machinery***; we own a fleet of assets helping perform daily onsite at these projects. A list of our construction fleet includes ...

- Six (6) fully stocked plumbing service trucks, which act as mini warehouses on the road.
- Two (2) electrical work trucks, that our electricians operate out of.
- Two (2) additional plant/personnel supply trucks, for personnel to run products and material to customers or onsite job locations.

- Low-boy trailer, for hauling tanks, lulls, and large pieces of equipment
- Step deck trailer, for hauling tanks, lulls, and large pieces of equipment
- Two (2) Lulls (6K and 10K)
- Skid Steer
- Mini-Ex

In case there is a part of a job/project we cannot perform with the fleet we own; we have accounts and good relations with both SunBelt Rentals and United Rentals that we can call to get the proper machinery/equipment to complete said job/project.

Lastly, since Odyssey originally went into business to manufacture and supply bulk sodium hypochlorite (bleach), we own and operate a fleet of 40 tankers/tractors (5,000-gallon) out of our four manufacturing facilities. Today we not only deliver bleach, but we also supply muriatic acid (HCl), sodium bisulfite, sodium hydroxide (caustic soda), potassium hydroxide, and even bulk sodium chloride (salt) for on-site generation units. On a normal weekday, we will deliver over a combined total of 50 tankers loads (250,000 gallons) around the entire state of Florida, and smaller amounts on the weekends.

SECTION 5

PRICE PROPOSAL FORM

| Hourly Rate | | |
|-------------|--|------------|
| ITEM | DESCRIPTION | UNIT PRICE |
| 1 | Regular time rate for service technician | \$ 115 |
| 2 | Overtime/emergency rate for service technician | \$ 125 |
| 3 | Regular time rate for service helper | \$ 65 |
| 4 | Overtime rate for service helper | \$ 75 |
| 5 | Regular time rate for day laborers | \$ 45 |
| 6 | Overtime rate for day laborers | \$ 50 |
| 7 | Regular time rate for engineering personnel | \$ 130 |
| 8 | Overtime rate for engineering personnel | \$ 130 |
| 9 | % Mark up for parts (materials and equipment cost) | 20 % |

Notes:

1. Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.
2. Alternate bids will not be considered unless authorized in the RFP document.

IMPORTANT: This signed proposal form shall be considered an offer on the part of the proposer. Failure to sign this form is grounds for immediate disqualification. By signing this document, you are affirming that you have read and understood the terms, conditions, and information included within this solicitation. That all the information provided above is true and accurate. That the business associated with this solicitation has not been debarred, convicted of a public entity crime, and does not have a conflict of interest in any manner as described herein. That you have the proper authority to sign this document and the ability to bind this business entity to the terms and conditions herein.

Vendor Name: ODYSSEY MANUFACTURING CO.

Authorized Signature:



Print Name: PATRICK ALLMAN

Title: GENERAL MANAGER



November 14, 2022

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

To Whom It May Concern,

WHEREAS, the Board of Directors of Odyssey Manufacturing Co. has determined it to be in the best interest of the Corporation to establish a Corporate Resolution. Be it: RESOLVED, The undersigned hereby certifies that Patrick H. Allman, its General Manager, is authorized to sign bids and all bid forms; to execute agreements and any documents associated with these agreements; to sign bonds of any type; and to sign any permit documents on behalf of Odyssey Manufacturing Co. Additionally, the undersigned is the duly elected and qualified Secretary and the custodian of the books and records and seal of Odyssey Manufacturing Co., a corporation duly formed pursuant to the laws of the state of Delaware and that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors and that said meeting was held in accordance with state law and the Bylaws of the above-named Corporation on November 14, 2022, and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 14th day of November, 2022.

Stephen Sidelko, Secretary

CORPORATE SEAL

Marvin T. Rakes, President



ADDENDUM TO RFP DOCUMENTS

| | | | | | |
|---------------------|---|---------------------|----------------------|---------------------|------------------|
| SOLICITATION | RFP No. JA-23-59 Chemical System Maintenance and Repair Services | | | | |
| | | | 2:00 PM EST | | |
| ADDENDUM No. | 1 | RFP DUE DATE | ON 06/20/2023 | TODAY'S DATE | 6/13/2023 |

To All Proposers:

This addendum is issued to modify the previously issued solicitation documents and/or given for informational purposes and is hereby made a part of the solicitation documents. Please attach this addendum to the documents in your possession and acknowledge receipt of this addendum in the space provided.

SECTION UPDATES

Section 4.8 ALL REPAIRS has been updated to include the following paragraphs:

The contractor will be allowed to invoice for miscellaneous materials (also known as 'truck stock' or 'stock'). Miscellaneous materials is defined as materials that are already owned by the contractor, and are incidentally used to complete the repairs. The cost of miscellaneous materials shall never exceed \$1,000 per repair. Miscellaneous materials are not intended to be abused by the contractor; therefore, it will require the approval of the Project Manager. A decision by the Project Manager pertaining invoicing of miscellaneous materials is final, whether it is in favor or against the contractor. No back up will be required for the invoicing of miscellaneous materials; however, the contractor will be required to list such miscellaneous materials in the invoice, already owned by his company, and used for invoiced repairs. Miscellaneous materials are not subject to the contract percentage mark up. Taxes paid by the Contractor for parts/ materials may be billed as pass through to the Town. Taxes are not subject to the contract percentage mark up.

Additional Services provided by the use of a subcontractor shall be reimbursed at the actual cost of the subcontractors' work. Invoices from subcontractors must be provided in order to receive payment of the pass-through cost.

Reviewed by:

Jenna Albers

Digitally signed by Jenna Albers
Date: 2023.06.13 16:16:46 -04'00'

Procurement Coordinator
on behalf of Procurement
Manager
Procurement Division

| | |
|--|----------------|
| Acknowledged by: | |
| <u>Odyssey Manufacturing Company</u> | |
| <u>Contractor</u> | |
| <u>Patrick Allman</u> | |
| <u>Authorized Representative (Printed)</u> | |
| <u>General Manager</u> | |
| <u>Title</u> | |
| <u>Signature</u> | <u>6/16/23</u> |
| <u>Date</u> | |

RFP Checklist

The following are requirements of this RFP, as indicated below. Use of this checklist may help ensure that your submission is complete.

Place a check mark in the "Done" column as you complete and enclose each item.

| Required | Done | Requirement |
|----------|------|--|
| √ | ✓ | Completed and Signed Price Proposal Form |
| √ | ✓ | Acknowledgement of Addenda (if any) |
| √ | N/A | Local Preference Form (if applicable) |
| √ | ✓ | Client Reference Form |
| √ | ✓ | Bidder/Proposer Questionnaire |
| √ | ✓ | Vendor Registration Form |
| √ | ✓ | Licenses and/or Certifications (if applicable) |
| √ | ✓ | Proof of Insurance |
| √ | ✓ | Business Tax Receipt [Occupational License(s)] |
| √ | ✓ | State of FL Sunbiz OR State Registration (if not required to have State of FL Sunbiz) |
| √ | ✓ | W9 |

This checklist is for your guidance. Please read the entire RFP thoroughly to ensure that your submission is complete.

Proposer agrees to accept the VISA Procurement card for payment.

Circle one: YES OR **NO**

SECTION 7.0 REQUIRED FORMS**AFFIDAVIT OF ELIGIBILITY FOR LOCAL VENDOR PREFERENCE****(Davie Code of Ordinances Sec. 2-326)**

N/A

****Complete the boxes below as applicable:****

- 1.
- ☐
- My Business is located within the
- Town of Davie**
- .

| |
|--|
| Legal Name of Firm: |
| Taxpayer ID No.: |
| Physical Address: <small>SHALL NOT BE A P.O. BOX OR RESIDENCE</small> |
| Phone Number: |
| Email Address: |
| Has the business name changed since it was opened in Davie? Yes <input type="checkbox"/> No <input type="checkbox"/> |
| If yes, provide the previous business name: |
| Date your business was established in Town of Davie: |
| Business License Number: _____ Date Issued: _____ |
| The business employs _____ (insert a number) full time employees. |

- 2.
- ☐
- My Business is located within
- Broward County**
- .

| |
|---|
| Legal Name of Firm: |
| Taxpayer ID No.: |
| Physical Address: <small>SHALL NOT BE A P.O. BOX OR RESIDENCE</small> |
| Phone Number: |
| Email Address: |
| Has the business name changed since it was opened in Broward County? Yes <input type="checkbox"/> No <input type="checkbox"/> |
| If yes, provide the previous business name: |
| Date your business was established in Broward County: |
| Business License Number: _____ Date Issued: _____ |
| The business employs _____ (insert a number) full time employees. |

N/A ☐ I have attached copies of applicable Business Tax Receipt(s) (REQUIRED).

The undersigned states that the forgoing statements are true and correct. The undersigned also acknowledges that any person, firm, corporation or entity intentionally submitting false information to the Town in an attempt to qualify for local preference shall be prohibited from bidding on Town of Davie products and services for a period of one (1) year.

Authorized Signatory:  Print Name: Patrick Auman

REQUIRED PROPOSER/BIDDER QUESTIONNAIRE

Name of Firm: Odyssey Manufacturing Co. Date: 6/16/23

Primary Contact Person for this RFP: Patrick Allman

Primary Contact Person Email Address: pallman@odysseymanufacturing.com

Primary Contact Person Phone Number: 813/635-0339

1. How many years has your firm been in business under its present business name?: 25 yrs.

2. Under what other former name(s) has your firm operated?: same

3. Have any similar agreements held by proposer for a similar project to the proposed project ever been canceled? Circle one: ☒ **No** ☐ **Yes** If yes, please explain: _____

4. Has the proposer or any principals of the firm failed to qualify as a responsible proposer, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? Circle one: ☒ **No** ☐ **Yes**

If yes, please explain: _____

5. Has the proposer or any principals of the firm ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? Circle one: ☒ **No** ☐ **Yes**

If yes, please explain and give date, court jurisdiction, action taken, and any other explanation deemed necessary: _____

6. Litigation/Judgements/Settlements/Debarments/Suspensions – Submit information on any pending litigation and any judgements and settlements of court cases relative to providing the services requested herein that have occurred within the last three (3) years. Also indicate if your firm has been debarred or suspended from bidding or proposing on a procurement project by any government entity during the last five (5) years. N/A

7. Provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations.

N/A

SOURCE OF INFORMATION SURVEY

How did you find out about this solicitation? Check all that apply:

1. www.davie-fl.gov

2. www.demandstar.com

3. The Sun-Sentinel

5. Referral/word-of-mouth Specify Source: _____

6. Search Engine/Internet search

7. E-mail Specify Source: _____

8. Banner or Link on another website

9. Flyer, newsletter, direct mail Specify Source: _____

10. Other, Specify Source: _____

Please note: This survey form is used for internal Procurement purposes only.

VENDOR INFORMATION

Is this a form being filled out as a new application or an update to an existing application?

New Application ☐

Updating Application ☒

Vendor Name:

(Business Name Registered With The State OR Full Name If An Individual)

Odyssey Manufacturing Company

Mailing Address:

1484 Massaro Blvd.
Tampa, FL 33619

Remit to Address

(If Different from Mailing Address):

Contact Name:

Patrick Allman

Telephone:

813/635-0339

Federal Tax ID Number:

65-0846345

Fax Number:

813/635-0339

Company Email Address:

pa11man@odysseymanufacturing.com

Business Website (If Applicable):

www.odysseymanufacturing.com

Emergency Contact Information

Please enter information the Town can use to contact you for disaster or emergency services below

Name

Contact Information

Patrick Allman

813/635-0339 or cell 813/335-3444

Odyssey Mfg. Control Room (24/7)

813/635-0339

Have you been awarded any government contracts recently or in the past? If yes, please list the contract #'s, the agency, the service provided , and if it is still active.

Yes.

1. City of Pompano Beach - Maintenance, Service, Repair Contract/Agreement, No. 1693 (from FRQ E-19-22), Active as of June 2022
2. TOHO Water Authority - Maintenance, Service, Repair Contract/Agreement, From BId IFB-21-052, Active as of May 2021

Products & Services

In the space provided below please indicate any product or services that your firm provides

- Chemical Dosing/Metering Pumps and Skids
- Chemical Storage Tanks
- Chemical Plumbing/Piping (including underground) and Injections (Pipr Tapping)
- Sensors, Controllers, and Analyzers (including wiring)
- Temporary Chemical Systems & Equipment Rental
- Safety
- Turn-Key Projects
- *** And More (See attached flyer)



ODYSSEY

MANUFACTURING CO.

CONSTRUCTION & MAINTENANCE SERVICES/EQUIPMENT

TURN-KEY PROJECTS - Chemical-Feed Systems,
Chemical Storage Tanks, Odor Control Systems,
Disinfection Solution Equipment, and more

- Licensed General Contactor & Licensed Plumber
- Engineering provided by Odyssey Engineering Company, LLC
- State of Florida Distributor for Process Solutions, Inc. & PAX Water Technologies



CHEMICAL FEED SYSTEM



CHEMICAL PUMP/DOSING SKID
(BLUE PLANET ENV. SYSTEMS, INC.)



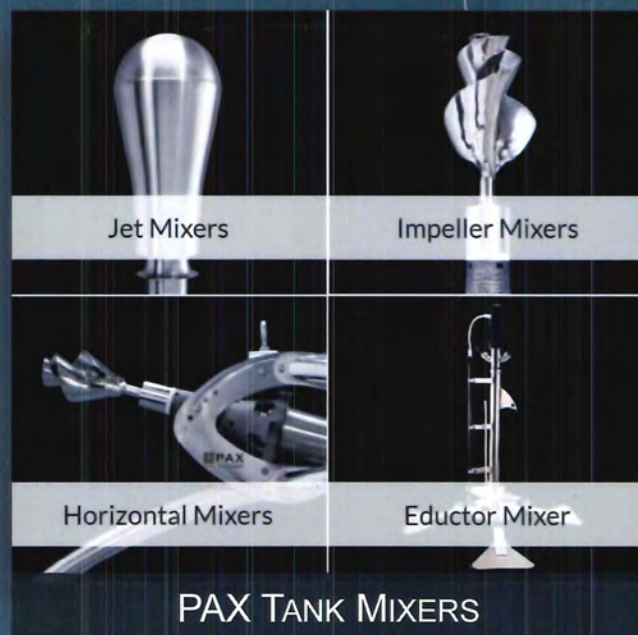
PSI MICROCHLOR (ON-SITE
HYPOCHLORITE GENERATION)



HIBOCS (ODOR CONTROL SYSTEM)



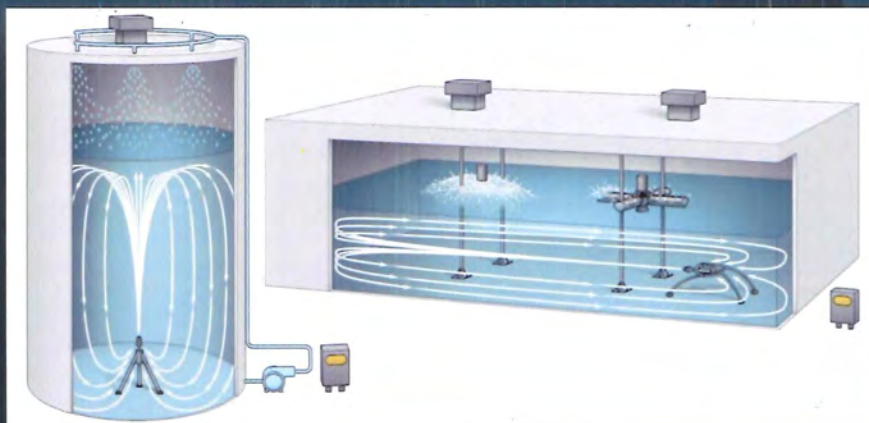
STORAGE TANK INSTALLATION



PAX TANK MIXERS



PSI TANK SHARK
(TANK MIXER)



PAX THM REMOVAL SYSTEMS

Ownership Disclosure

1. If the contract or business transaction is with a company, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and address are as follows (Post Office addresses are not acceptable):

| <u>Full Legal Name</u> | <u>Address</u> | <u>Ownership %</u> |
|------------------------|----------------------------------|--------------------|
| STEPHEN SIDELKO | 1484 MASSAKO BLVD. TPA, FL 33619 | 100% |
| | | |
| | | |
| | | |

2. The full legal names and business addresses of any other individual (other than subcontractors, materialmen, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest in the contract or business transaction with the Town are as follows (Post Office addresses are not acceptable):

| <u>Full Legal Name</u> | <u>Address</u> |
|------------------------|----------------|
| | |
| | |
| | |
| | |

3. The officers of the Corporation are as follows:

| | <u>Name</u> | <u>Address</u> |
|-------------------|------------------------|---|
| President: | <u>Marvin Rakes</u> | <u>1484 Massaro Blvd., Tampa, Fl. 33619</u> |
| Vice President: | <u>Stephen Sidelko</u> | <u>1484 Massaro Blvd., Tampa, Fl. 33619</u> |
| Secretary: | <u>Stephen Sidelko</u> | <u>1484 Massaro Blvd., Tampa, Fl. 33619</u> |
| Treasurer: | <u></u> | <u></u> |
| Registered Agent: | <u></u> | <u></u> |

**TOWN OF DAVIE
CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135**

ODYSSEY MANUFACTURING CO. does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Cuba or Syria.

Affirm:



TOWN OF DAVIE CERTIFICATION REGARDING DEBARMENT

Certification Regarding Debarment, Suspension And Other Responsibility Matters TO BE COMPLETED BY PROSPECTIVE VENDOR

A. The prospective Vendor certifies that it and its principals (subcontractors and suppliers):

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or involuntarily excluded by any Federal, State, County, City or Town or other government agency;
2. Have not within a three (3) year period preceding this bid proposal been convicted of or had a civil judgment entered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, City or Town or other local agency) transaction or contract; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) within commission of any of the offenses enumerated in paragraph (A)(2) of this certification; and
4. Have not within a three (3) year period preceding this bid proposal had one or more public contracts (Federal, State, City or Town or other agency) terminated for cause or default.

B. Where the prospective Vendor is unable to certify to any of the statements in this certification, an authorized signatory to this proposal shall complete, sign and attach a detailed explanation.

Affirm:



E-VERIFY FORM

Company/FirmName:

Odyssey Manufacturing Co.

Vendor/Consultant/Contractor and any sub-contractors shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of the resulting Contract/Purchase Order, if awarded. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the Town as a result of the termination of this contract.

Vendor/Consultant acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- (a) all persons employed by Vendor/Consultant to perform employment duties within Florida during the term of the contract; and
- (b) all persons (including SUBCONTRACTORS/SUBVENDORS) assigned by Vendor/Consultant to perform work pursuant to the contract with the Department. The Vendor/Consultant acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Davie.

By executing this form, I, *Patrick Allman*, being duly authorized by and on behalf of, Contractor, verify Contractor's compliance with Section 448.095, Fla. Stat. I hereby declare under penalty of perjury that the foregoing is true and correct.

Affirm:



Vendor or Contractor Conflict of Interest Disclosure Statement

What Defines A Conflict Of Interest According To The Town:

A. An officer, director, employee, agent, or other consultant of the Town or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with a grant of the Agreement with the Town or its Departments.

B. There are undisclosed persons or entities interested with the Contractor in the Agreement. The Agreement is entered into by the Contractor with a connection with another entity or person making a proposal for the same purpose, and possibly with collusion, fraud or conflict of interest. Elected or appointed officer(s) or official(s), director(s), employee(s), agent(s) or other consultant(s) of the Town, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:

- 1.) Is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of the Agreement, or in the services, supplies or work, to which the Agreement relates or in any portion of the revenues; or
- 2.) Is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge, any subcontractor or supplier to the Contractor.

DISCLOSURE OF CONFLICT OF INTEREST

VENDOR SHALL DISCLOSE BELOW, TO THE BEST OF HIS OR HER KNOWLEDGE, ANY TOWN OF DAVIE OFFICER OR EMPLOYEE, OR ANY RELATIVE OF ANY SUCH OFFICER OR EMPLOYEE AS DEFINED ABOVE AND IN SECTION 112.3135, FLORIDA STATUTES, WHO IS AN OFFICER, PARTNER, DIRECTOR OR PROPRIETOR OF, OR HAS A MATERIAL INTEREST IN THE VENDOR'S BUSINESS OR ITS PARENT COMPANY, ANY SUBSIDIARY, OR AFFILIATED COMPANY, WHETHER SUCH TOWN OFFICIAL OR EMPLOYEE IS IN A POSITION TO INFLUENCE THIS PROCUREMENT OR NOT.

Please indicate below if there is a Conflict Of Interest.

(Please select one option)

☐

YES

☒

NO

If you indicated yes above please list the names and relationships of those who you believe would lead to a conflict of interest in the space provided below

Name:

Relationship:

| | |
|--|--|
| | |
| | |
| | |

By signing this document you are affirming that you have read and understood the terms, conditions, and information above. That all the information provided above is true and accurate. That the business associated with this application has not been debarred and does not have a conflict of interest in any manner as described above. That you have the proper authority to sign this document.

Name & Title, Typed or Printed

PATRICK ALLMAN,
GENERAL MANAGER

Authorized Signature



Date

6/12/23

Additional Information

Certain forms are required in order for this vendor registration form to be processed. These forms are listed below.

- ✓ • W-9 Form
- ✓ • Business Tax Receipt [Occupational License(s)] (Required if Vendor is based in Broward County)

These forms must be received together with this registration form.

*FIND
ATTACHED*

Note:

Email this registration form along with attachments to:

purchasing@davie-fl.gov



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

COGDILL, MICHAEL J

ODYSSEY MANUFACTURING CO

1484 MASSARO BLVD

TAMPA FL 33619

LICENSE NUMBER: CGC1516698

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE PLUMBING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

WING, DAVID ALBERT

ODYSSEY MANUFACTURING CO
9500 134TH WAY NORTH
SEMINOLE FL 33776

LICENSE NUMBER: CFC057182

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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

2022 - 2023 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT

EXPIRES SEPTEMBER 30, 2023

OCC. CODE

190.000038 CLEANING PRODUCTS MANUFACTURER

ACCOUNT NO.

215900

RENEWAL

40 Employees

Receipt Fee

120.00

Hazardous Waste Surcharge

40.00

Law Library Fee

0.00

BUSINESS

ODYSSEY MANUFACTURING CO
1484 MASSARO BLVD
TAMPA, FL 33619

2022 - 2023

NAME

ODYSSEY MANUFACTURING CO
1484 MASSARO BOULEVARD

MAILING

TAMPA, FL 336190000

ADDRESS

Paid 21-0-494501

07/10/2022 160.00

BUSINESS TAX RECEIPT

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

NANCY C MILLAN, TAX COLLECTOR

813-635-5200

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

2022 - 2023 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT

EXPIRES SEPTEMBER 30, 2023

OCC. CODE

090.000004 CONTRACTOR

ACCOUNT NO.

66971

RENEWAL

1 Employees

Receipt Fee

18.00

Hazardous Waste Surcharge

40.00

Law Library Fee

0.00

CGC1516698

BUSINESS

COGDILL MICHAEL J
ODYSSEY MANUFACTURING CO
1484 MASSARO BLVD
TAMPA, FL 33619

2022 - 2023

NAME

COGDILL MICHAEL J
ODYSSEY MANUFACTURING CO

MAILING

1484 MASSARO BLVD

ADDRESS

TAMPA, FL 33619

Paid 21-0-494501

07/10/2022 58.00

BUSINESS TAX RECEIPT

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

NANCY C MILLAN, TAX COLLECTOR

813-635-5200

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

2022 - 2023 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT

EXPIRES SEPTEMBER 30, 2023

OCC. CODE

090.020001 PLUMBING CONTRACTOR

ACCOUNT NO.

66972

RENEWAL

1 Employees

Receipt Fee

18.00

Hazardous Waste Surcharge

40.00

Law Library Fee

0.00

CFC057182

BUSINESS

WING DAVID ALBERT
ODYSSEY MANUFACTURING CO
1484 MASSARO BLVD
TAMPA, FL 33619

2022 - 2023

NAME

WING DAVID ALBERT
ODYSSEY MANUFACTURING CO

MAILING

1484 MASSARO BLVD

ADDRESS

TAMPA, FL 33619

Paid 21-0-494501

07/10/2022 58.00

BUSINESS TAX RECEIPT

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

NANCY C MILLAN, TAX COLLECTOR

813-635-5200

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

State of Florida

Department of State

I certify from the records of this office that ODYSSEY MANUFACTURING CO. is a Delaware corporation authorized to transact business in the State of Florida, qualified on June 30, 1998.

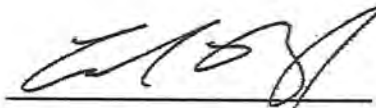
The document number of this corporation is F98000003732.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on March 13, 2023, and that its status is active.

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

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-fifth day of April, 2023*




Secretary of State

Tracking Number: 2479639163CU

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

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



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Profit Corporation

ODYSSEY MANUFACTURING CO.

Filing Information

Document Number F98000003732

FEI/EIN Number 65-0846345

Date Filed 06/30/1998

State DE

Status ACTIVE

Principal Address

1484 MASSARO BLVD
TAMPA, FL 33619

Changed: 01/20/2000

Mailing Address

1484 MASSARO BLVD
TAMPA, FL 33619

Changed: 01/20/2000

Registered Agent Name & Address

SIDELKO, STEPHEN W
2910 LUCKIE ROAD
WESTON, FL 33331

Officer/Director Detail

Name & Address

Title V/S

SIDELKO, STEPHEN W
2910 LUCKIE ROAD
WESTON, FL 33331

Title P

RAKES, MARVIN T
4515 BLUE MARLIN DRIVE
BRADENTON, FL 34208

Annual Reports

| Report Year | Filed Date |
|--------------------|-------------------|
| 2021 | 02/19/2021 |
| 2022 | 02/02/2022 |
| 2023 | 03/13/2023 |

Document Images

| | |
|---|--|
| <u>03/13/2023 -- ANNUAL REPORT</u> | View image in PDF format |
| <u>02/02/2022 -- ANNUAL REPORT</u> | View image in PDF format |
| <u>02/19/2021 -- ANNUAL REPORT</u> | View image in PDF format |
| <u>03/17/2020 -- ANNUAL REPORT</u> | View image in PDF format |
| <u>03/06/2019 -- ANNUAL REPORT</u> | View image in PDF format |
| <u>03/01/2018 -- ANNUAL REPORT</u> | View image in PDF format |
| <u>02/10/2017 -- ANNUAL REPORT</u> | View image in PDF format |
| <u>02/23/2016 -- ANNUAL REPORT</u> | View image in PDF format |
| <u>03/03/2015 -- ANNUAL REPORT</u> | View image in PDF format |
| <u>02/20/2014 -- ANNUAL REPORT</u> | View image in PDF format |
| <u>02/01/2013 -- ANNUAL REPORT</u> | View image in PDF format |
| <u>01/17/2012 -- ANNUAL REPORT</u> | View image in PDF format |
| <u>01/31/2011 -- ANNUAL REPORT</u> | View image in PDF format |
| <u>02/05/2010 -- ANNUAL REPORT</u> | View image in PDF format |
| <u>01/21/2009 -- ANNUAL REPORT</u> | View image in PDF format |
| <u>01/14/2008 -- ANNUAL REPORT</u> | View image in PDF format |
| <u>01/04/2007 -- ANNUAL REPORT</u> | View image in PDF format |
| <u>02/02/2006 -- ANNUAL REPORT</u> | View image in PDF format |
| <u>02/04/2005 -- ANNUAL REPORT</u> | View image in PDF format |
| <u>02/02/2004 -- ANNUAL REPORT</u> | View image in PDF format |
| <u>02/05/2003 -- ANNUAL REPORT</u> | View image in PDF format |
| <u>03/05/2002 -- ANNUAL REPORT</u> | View image in PDF format |
| <u>01/23/2001 -- ANNUAL REPORT</u> | View image in PDF format |
| <u>01/20/2000 -- ANNUAL REPORT</u> | View image in PDF format |
| <u>02/17/1999 -- ANNUAL REPORT</u> | View image in PDF format |
| <u>06/30/1998 -- Foreign Profit</u> | View image in PDF format |

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Odyssey Manufacturing Company

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1484 Massaro Blvd.

6 City, state, and ZIP code

Tampa, FL 33619

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

____ - ____ - _____

or

Employer identification number

65 - 0846345

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►

Date ►

06/12/23

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

RESOLUTION NO. R2023-119

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, QUALIFYING AND SELECTING THE PROPOSAL FROM ODYSSEY MANUFACTURING COMPANY IN RESPONSE TO REQUEST FOR PROPOSALS NO. JA-23-59 CHEMICAL SYSTEM MAINTENANCE AND REPAIR SERVICES, AND AUTHORIZING THE TOWN ADMINISTRATOR OR DESIGNEE TO NEGOTIATE A CONTRACT; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town solicited RFP# JA-23-59 to obtain proposals for chemical system maintenance and repair services;

WHEREAS, the Review Committee evaluated responses and the final recommendation is to negotiate a contract with Odyssey Manufacturing Company;

WHEREAS, if contract negotiations were to fail, then the Review Committee's recommendation is to re-solicit this project;

WHEREAS, the final negotiated agreement will be brought to a future Council Meeting for approval.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE THAT:

Section 1. Legislative Findings/Recitals. The above recitals are hereby adopted by the Town of Davie as its legislative findings relative to the subjects and matters set forth in this Resolution.

Section 2. The Town Council of the Town of Davie does hereby accept the selection of Odyssey Manufacturing Company. The Town Council authorizes the Town Administrator or his designee to negotiate a contract for the aforementioned services.

Section 3. The final negotiated agreements will be presented for approval at a future Council Meeting for approval.

Section 4. Conflict. All resolutions or parts of resolutions in conflict with any of provisions of this Resolution are hereby replaced.

Section 5. Cone of Silence. Upon approval of the Mayor and Council, pursuant to Town Code Section No. 2-320, the Cone of Silence is hereby terminated.

Section 6. Severability. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid it is the intent of the Town Council that such invalidity shall not affect other provision or applications of the Resolution which can be given effect without the invalid provision or application and, to this end, the provisions of this Resolution are declared severable.

Section 7. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 26th DAY OF JULY, 2023.



MAYOR/COUNCILMEMBER

ATTEST:


TOWN CLERK

APPROVED THIS 26th DAY OF JULY, 2023.

Approved as to Form and Legality:


TOWN ATTORNEY

NOTICE OF INTENT
RFP# JA-23-59 Chemical System Maintenance and Repair Services

Review Meeting Date: June 30th, 2023 at 10:00 AM

| Reviewer Initials & Score (Right) | AM | RM | JM | Totals | Proposer Final Ranking |
|-----------------------------------|----|----|----|--------|------------------------------|
| Proposer Names (Below) | | | | | |
| Odyssey Manufacturing Company | 1 | 1 | 1 | 3 | 1 |

The Committee's Recommendation is to: negotiate a contract with Odyssey Manufacturing Company. If negotiations were to fail, then this project would be re-solicited.

Procurement has reviewed and certified the above ranking.

Name: Brian K.
Signature: O'Connor

Digitally signed by Brian K.
O'Connor
Date: 2023.07.05 08:54:23 -04'00'

REVIEW COMMITTEE EVALUATION FORM

Solicitation Number and Name: RFP# JA-23-59 Chemical System Maintenance and Repair Services

Review Meeting Date: June 30th, 2023 at 10:00 AM

Evaluation Criteria:

- Best Overall Approach to the Scope of Services
- Firm Qualifications & Experience
- Resources and Availability
- Experience with Governmental Entities
- Client References and Past Performance
- Price Proposal
- Local Preference


Rank the proposals on the following page according to the above criteria, with one (1) being the highest ranking and 0 being the lowest.

| Proposer | Ranking |
|-------------------------------|----------|
| Odyssey Manufacturing Company | <u>1</u> |

Name of Reviewer: Renuka Mohammed

Title: Utilities Director

Department: UT

Signature: 

REVIEW COMMITTEE EVALUATION FORM

Solicitation Number and Name: RFP# JA-23-59 Chemical System Maintenance and Repair Services

Review Meeting Date: June 30th, 2023 at 10:00 AM

Evaluation Criteria:

- Best Overall Approach to the Scope of Services
- Firm Qualifications & Experience
- Resources and Availability
- Experience with Governmental Entities
- Client References and Past Performance
- Price Proposal
- Local Preference

Rank the proposals on the following page according to the above criteria, with one (1) being the highest ranking and 0 being the lowest.

| Proposer | Ranking |
|-------------------------------|---------|
| Odyssey Manufacturing Company | 1 |

Name of Reviewer: Aracel Melendez

Title: Chief Water Operator

Department: Utilities

Signature: Aracel Melendez

REVIEW COMMITTEE EVALUATION FORM

Solicitation Number and Name: RFP# JA-23-59 Chemical System Maintenance and Repair Services

Review Meeting Date: June 30th, 2023 at 10:00 AM

Evaluation Criteria:

- Best Overall Approach to the Scope of Services
- Firm Qualifications & Experience
- Resources and Availability
- Experience with Governmental Entities
- Client References and Past Performance
- Price Proposal
- Local Preference

Rank the proposals on the following page according to the above criteria, with one (1) being the highest ranking and 0 being the lowest.

| Proposer | Ranking |
|-------------------------------|---------|
| Odyssey Manufacturing Company | / |

Name of Reviewer: John A. Mc GEARY

Title: Chief Operator w/w

Department: Utilities

Signature: John A. McGeary

**SELECTION AND EVALUATION COMMITTEE (SEC) CONFLICT OF INTEREST STATEMENT
RFP # JA-23-59**

Chemical System Maintenance and Repair Services

You have been selected to participate in the evaluation of responses received as the result of the competitive solicitation referenced above. Your selection was based upon your qualifications and knowledge in this area and your ability to develop an objective/subjective analysis of each response. You are required to report to the Town any actual or potential conflict of interest.

It is essential that the integrity of the evaluation process be maintained to insure that each proposal is given fair and equal consideration. The written/electronic responses to the solicitation and any subsequent respective clarifications and/or negotiations must stand-alone. As an SEC member you must be objective and guard against any tendency to favor a particular manufacturer, firm or individual.

It is important that you understand the importance of following the Florida Sunshine law, which is in effect during the evaluation process and proceedings of the SEC meetings. Once the evaluation process has started, it is essential that any contact with the offeror's be through the Procurement Division. Additionally, you are not to communicate any information about this solicitation process, except during formal SEC meetings, with any vendor or potential vendor prior to award by the Town of Davie, nor shall you discuss proposal evaluations with anyone other than the Chairperson and fellow SEC members at the publicly posted meetings. The Florida Sunshine law is in effect until the Town of Davie has awarded the contract. Vendors have been directed in the solicitation documents to make all contact with the Procurement Division during the solicitation and evaluation process.

To emphasize the importance of the above characteristics, you are asked to sign the following statement:

I have read and understand the above and agree to be bound by the State of Florida Sunshine law, rules and principles represented. I know of no conflict of interest on my part nor have I committed any indiscretion nor accepted any gratuities or favors that would compromise my impartiality. My recommendations shall be based upon an objective/subjective review of the offeror's response and the appropriate award criteria from the solicitation in accordance with the Town of Davie's procurement policies and procedures.

Renuka Mohammed
Printed Member Name

Renuka RS
Committee Member Signature

COMMENTS:

IF YOU ARE UNABLE TO EXECUTE THIS, CONTACT PROCUREMENT IMMEDIATELY.

**SELECTION AND EVALUATION COMMITTEE (SEC) CONFLICT OF INTEREST STATEMENT
RFP # JA-23-59**

Chemical System Maintenance and Repair Services

You have been selected to participate in the evaluation of responses received as the result of the competitive solicitation referenced above. Your selection was based upon your qualifications and knowledge in this area and your ability to develop an objective/subjective analysis of each response. You are required to report to the Town any actual or potential conflict of interest.

It is essential that the integrity of the evaluation process be maintained to insure that each proposal is given fair and equal consideration. The written/electronic responses to the solicitation and any subsequent respective clarifications and/or negotiations must stand-alone. As an SEC member you must be objective and guard against any tendency to favor a particular manufacturer, firm or individual.

It is important that you understand the importance of following the Florida Sunshine law, which is in effect during the evaluation process and proceedings of the SEC meetings. Once the evaluation process has started, it is essential that any contact with the offeror's be through the Procurement Division. Additionally, you are not to communicate any information about this solicitation process, except during formal SEC meetings, with any vendor or potential vendor prior to award by the Town of Davie, nor shall you discuss proposal evaluations with anyone other than the Chairperson and fellow SEC members at the publicly posted meetings. The Florida Sunshine law is in effect until the Town of Davie has awarded the contract. Vendors have been directed in the solicitation documents to make all contact with the Procurement Division during the solicitation and evaluation process.

To emphasize the importance of the above characteristics, you are asked to sign the following statement:

I have read and understand the above and agree to be bound by the State of Florida Sunshine law, rules and principles represented. I know of no conflict of interest on my part nor have I committed any indiscretion nor accepted any gratuities or favors that would compromise my impartiality. My recommendations shall be based upon an objective/subjective review of the offeror's response and the appropriate award criteria from the solicitation in accordance with the Town of Davie's procurement policies and procedures.

John A. Mc GEARY

Printed Member Name



Committee Member Signature

COMMENTS:

IF YOU ARE UNABLE TO EXECUTE THIS, CONTACT PROCUREMENT IMMEDIATELY.

**SELECTION AND EVALUATION COMMITTEE (SEC) CONFLICT OF INTEREST STATEMENT
RFP # JA-23-59**

Chemical System Maintenance and Repair Services

You have been selected to participate in the evaluation of responses received as the result of the competitive solicitation referenced above. Your selection was based upon your qualifications and knowledge in this area and your ability to develop an objective/subjective analysis of each response. You are required to report to the Town any actual or potential conflict of interest.

It is essential that the integrity of the evaluation process be maintained to insure that each proposal is given fair and equal consideration. The written/electronic responses to the solicitation and any subsequent respective clarifications and/or negotiations must stand-alone. As an SEC member you must be objective and guard against any tendency to favor a particular manufacturer, firm or individual.

It is important that you understand the importance of following the Florida Sunshine law, which is in effect during the evaluation process and proceedings of the SEC meetings. Once the evaluation process has started, it is essential that any contact with the offeror's be through the Procurement Division. Additionally, you are not to communicate any information about this solicitation process, except during formal SEC meetings, with any vendor or potential vendor prior to award by the Town of Davie, nor shall you discuss proposal evaluations with anyone other than the Chairperson and fellow SEC members at the publicly posted meetings. The Florida Sunshine law is in effect until the Town of Davie has awarded the contract. Vendors have been directed in the solicitation documents to make all contact with the Procurement Division during the solicitation and evaluation process.

To emphasize the importance of the above characteristics, you are asked to sign the following statement:

I have read and understand the above and agree to be bound by the State of Florida Sunshine law, rules and principles represented. I know of no conflict of interest on my part nor have I committed any indiscretion nor accepted any gratuities or favors that would compromise my impartiality. My recommendations shall be based upon an objective/subjective review of the offeror's response and the appropriate award criteria from the solicitation in accordance with the Town of Davie's procurement policies and procedures.

ANAND MAHARAJ

Printed Member Name

Arund Maharij

Committee Member Signature

COMMENTS:

IF YOU ARE UNABLE TO EXECUTE THIS, CONTACT PROCUREMENT IMMEDIATELY.

**Requisition Number****Town of Davie
Procurement Authorization Form****Contact Information**

| | | |
|-----------------------|--------------------|-----------------------|
| Department: Utilities | Name: John McGeary | Phone #: 954-327-3759 |
|-----------------------|--------------------|-----------------------|

Item Description (include what the item is used for, reason for bidding, expiration date of existing contract, etc.)

Contract for design, installation, maintenance and repair of chemical feed systems at the Town of Davie Utilities.

Method of Procurement

Request for Proposal/Qualification
RFP/RFQ#
RFP-JA-23-59

Funds From Accounts

Vendor (If no vendor use Vendor #9924 Out to Bid):
Vendor #: 9924 Name:

Account #1: 400-60-145-533-54614 Amount #1: \$ 150,000.00

Account #2: 400-60-148-536-54614 Amount #2: \$ 100,000.00

Account #3: Amount #3: \$ 0.00

Estimated **Budgeted** Amount: \$ 250,000.00 or ☐ Dependent on usage within established budget.

Required Information For Bids/RFPs/RFQs

1. Advertisement Period: 30 days All bids need to be advertised a minimum of 12 days and typically do not exceed 30 days

2. Project **Location**: Multiple Utilities Locations

3. Is this project **Grant** related? ☐ YES ☒ NO

4. **Substantial Completion** of project shall be in N/A calendar days after Notice to Proceed.
Final Completion of project shall be in N/A calendar days after Substantial Completion.

5. Do you want to require **Liquidated Damages**? ☐ YES ☒ NO

6. List **Special Licenses/Certifications** vendors are required to have:

7. Do you want a **Pre-Bid Meeting**? ☒ YES ☐ NO If yes, do you want it to be Mandatory? ☒ YES ☐ NO

8. Do you want a **Site Visit**? ☒ YES ☐ NO If yes, do you want it to be **Mandatory**? ☒ YES ☐ NO

9. Is there an **Outside Entity** assisting with ☐ YES ☒ NO
this bid (ex: Architect, Engineer, Consultant)?

10. Are there **Plans** associated with ☐ YES ☒ NO
this bid?
(Purchasing will need an electronic copy)

11. Are bonds required for this solicitation? ☐ YES ☒ NO
What kind of bond is required?

12. Does this bid work in conjunction with or will ☐ YES ☒ NO
it **impact any other Department**?
(Example: Is this request IT related?)
The listed Department Director(s) will also need to review the
specifications and sign in the additional areas provided below.

13. **Project/Contract Manager** (In-House):

Name: John McGeary Phone #: 954-327-3759 Fax #: _____

14. **Suggested Review Committee Members (For RFPs Only!):** 3 Members

Renuka Mohammed John McGeary Anand Maharaj

15. **Vendor(s)** to send packet to (Email Addresses are Required):

Bid/RFP/RFQ Number: B-16-138
PAllman@odysseymanufacturing.com; pplecenik@odysseymanufacturing.com; eric.c.hansen@evoqua.com;
jhomza@deltacooling.com; admin@odysseymanufacturing.com

16. Has this type of solicitation been done before? YES Bid/RFP/RFQ Number: B-16-138

17. Does the Award of this solicitation need to be approved by another body ☐ Yes ☒ No
(FODT, LAP, and CDBG ect.) before submitting the item for Town Council
approval?

Authorization

| | | | |
|-------------------------------|----------------------|--|----------------------|
| Department Director Approval: | Renuka Mohammed | <small>Digitally signed by Renuka Mohammed Date: 2023.04.04 15:22:12 -04'00'</small> | Date: <u>4/04/23</u> |
| Department Director Approval: | _____ | | Date: _____ |
| Department Director Approval: | _____ | | Date: _____ |
| Department Director Approval: | _____ | | Date: _____ |
| Procurement Manager Approval: | Brian K. O'Connor | <small>Digitally signed by Brian K. O'Connor Date: 2023.06.08 08:49:11 -04'00'</small> | Date: <u>6/08/23</u> |
| Budget & Finance Approval: | William Ackerman | <small>Digitally signed by William Ackerman Date: 2023.06.08 13:25:39 -04'00'</small> | Date: <u>6/08/23</u> |
| Town Administrator Approval: | Richard J. Lemack | <small>Digitally signed by Richard J. Lemack Date: 2023.06.09 14:58:57 -04'00'</small> | Date: <u>6/09/23</u> |

SUN-SENTINEL

Sold To:

Town of Davie - CU00107157
6591 Orange Dr
Fort Lauderdale, FL 33314-3348

Bill To:

Town of Davie - CU00107157
6591 Orange Dr
Fort Lauderdale, FL 33314-3348

Published Daily

**Fort Lauderdale, Broward County, Florida
Boca Raton, Palm Beach County, Florida
Miami, Miami-Dade County, Florida**

**State Of Florida
County Of Orange**

Before the undersigned authority personally appeared
Rose Williams, who on oath says that he or she is a duly authorized representative of the SUN- SENTINEL,
a DAILY newspaper published in BROWARD/PALM BEACH/MIAMI-DADE County, Florida; that the
attached copy of advertisement, being a Legal Notice in:

The matter of 11700-Advertisement for Bids ,
RFP NO. JA-23-59

Was published in said newspaper by print in the issues of, or by publication on the
newspaper's website, if authorized on May 28, 2023

Affiant further says that the newspaper complies with all legal requirements for
publication in Chapter 50, Florida Statutes.

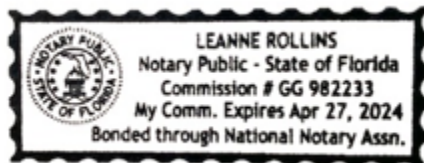


Signature of Affiant

Sworn to and subscribed before me this: May 29, 2023.



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped
Personally Known (X) or Produced Identification ()

Affidavit Delivery Method: E-Mail

Affidavit Email Address: JAlbers@davie-fl.gov
7441935

**TOWN OF DAVIE
RFP NO. JA-23-59
REQUEST FOR PROPOSALS
CHEMICAL SYSTEM MAINTENANCE
AND REPAIR SERVICES**

Dear Potential Proposer:

The Town of Davie, Florida invites qualified firms to submit responses in accordance with the requirements stated herein no later than 2:00 PM EST on TUESDAY, JUNE 20, 2023, for RFP NO. JA-23-59 Chemical System Maintenance and Repair Services. Interested firms may secure the solicitation package and all other pertinent information by visiting <http://www.davie-fl.gov/bids> or at DemandStar.com.

Pursuant to Town Code Section No. 2-320 and section 1.51 of the terms and conditions, a Cone of Silence is hereby imposed on this solicitation. The cone shall be in effect until such time of award by the Town Administrator or the Town Mayor and Council.

A Mandatory Pre-Proposal Conference will be held on MONDAY, JUNE 5TH, 2023 AT 1:30 PM EST, in the second floor Multipurpose Room of the Utilities Department, 7351 SW 30 St, Davie, FL 33314. A site visit will immediately follow. In order to be eligible to respond to this solicitation, proposers are required to attend the pre-proposal conference and site visit.

The sign in sheet will be available up until the commencement of the pre-proposal conference. Proposers are required to sign in PRIOR to the start of the conference. No one will be permitted to sign in after the meeting starts. Failure to do so will deem bidder absent to the pre-proposal conference and ineligible to respond to this solicitation.

There will be two sites visited after the pre-proposal conference. Vendors will be required to initial at the beginning of the visit at the first location and initial at the end of the visit at the last location, to ensure that everyone is safe and accounted for.

Questions regarding this solicitation shall be submitted in writing to bids@davie-fl.gov no later than 5:00 PM on JUNE 9, 2023. Responses to those questions considered material to the solicitation will be made available as formal addenda to the Town's Procurement website and DemandStar.com. It is the responsibility of prospective proposers to ensure they are aware of all addenda issued relative to this solicitation.

Respondents shall submit all proposal documents electronically through www.demandstar.com. A full instructional guide on how to submit documents will be included with this solicitation. Under

SUN-SENTINEL

"Bid Amount," enter "0". All calculations and review of responses will be conducted through administrative review and a review committee meeting to be scheduled later. Only proposer names will be read into the record. The Town will maintain documentation on its own website at www.davie-fl.gov/411/Procurement for general public information and posting requirements. Late submissions shall not be accepted.

RFP responses will be publicly opened and firm names read aloud in the Temporary Town Hall Building "D", located at 8800 SW 36th Street Davie, FL 33328, after the due date/time noted above.

Members of the public may still attend virtually by phone or online. Please see below for virtual meeting information:

Meeting Information

Meeting link:

<https://daviepurchasing.webex.com/daviepurchasing/j.php?MTID=mae828ba106e68ed480b3e607e1754d8e>

Meeting number: 2336 541 0470

Password: CprpZst327

More ways to join

Join by phone

+1-408-418-9388 United States Toll

Access code: 233 654 10470

The selection of the successful respondent(s) shall be at the Town's discretion and shall be made in a prompt manner after the receipt and evaluation of all RFP responses. The Town of Davie reserves the right to reject any and all submissions, to waive any and all irregularities in any submission, and to make awards in the best interest of the Town.

Persons with disabilities requiring accommodations in order to participate should contact the Town Clerk at 954-797-1023 at least forty-eight (48) hours prior to the meeting to request such accommodation. If you are hearing or speech impaired, please contact the Florida Relay Service by using the following numbers: 1-800-955-8770 (voice) or 1-800-955-8771 (TDD).

Brian K. O'Connor
Procurement Manager
Town of Davie

Pursuant to Florida Statutes 119.071, sealed bids, proposals or replies by an agency pursuant to a competitive solicitation are exempt from inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after the opening of the bids, proposals, or final replies, whichever is earlier.

Pursuant to Florida Statute § 286.0105, if a person decides to appeal any decision made by this board, agency, committee, or council with respect to any matter considered at such meeting or hearing, he or she will need a record of the pro-

SUN-SENTINEL

ceedings. For such purpose he or she will need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based.
5/28/2023 7441935

Order # - 7441935

Request for Proposals Opening Report-

RFP# JA-23-59 Chemical System Maintenance and Repair Services

Agency Name Town of Davie



Bid Number RFP-RFP# JA-23-59-0-2023/JA

Bid Name RFP# JA-23-59 Chemical System Maintenance and Repair Services

Bid Due Date 06/20/2023 14:00:00 Eastern

Bid Opening **Closed**

1 responses found.

✓ online,  offline, ● not submitting,  not received

| Company | | Responded | Address | Bid Amount | Alt Bid Amount | Declared Attributes | Documents | Sent |
|----------|--------------------------|-----------------------------|-------------------------------------|------------|----------------|---------------------|--|------|
| Complete | | | | | | | | |
| 1 | Odyssey Manufacturing Co | 06/19/2023 15:14:06 Eastern | 1484 Massaro Blvd, Tampa, FL, 33619 | \$0.0000 | 0.0000 | | Complete Bid Package w/ required forms | ✓ |

NOTE: THIS RFP OPENING REPORT IS A FUNCTION OF THE RFP OPENING. ONLY PROSPER NAMES WERE READ INTO THE RECORD. ALL CALCULATIONS AND REVIEW OF RESPONSES WILL BE CONDUCTED THROUGH ADMINISTRATIVE REVIEW AND A REVIEW COMMITTEE MEETING TO BE SCHEDULED AT A LATER DATE.

| | Vendor Name |
|---|-------------------------------|
| | Odyssey Manufacturing Company |
| Price Proposal | ✓ |
| P-Card | No |
| EIN# | 65-0846345 |
| Local Preference | N/A, Tampa FL |
| Proposer Questionnaire | ✓ |
| Addendum 1 | ✓ |
| Vendor Registration Form (inclusive of Vendor Information, Ownership Disclosure, Boycott form, Debarment form, E-verify Form and Conflict of Interest form) | ✓ |
| W-9 | ✓ |
| Sunbiz | ✓ |
| SAM | Not Listed |
| Scrutinized Companies List | Not Listed |
| Better Business Bureau | A+ Rating, No Complaints |
| COI- Current with Town Listed | ✓ |
| Broward Debarred Supplier List | Not Listed |
| Client References | ✓ |

Company Submitting Proposal

REQUEST FOR PROPOSALS



RFP NO. JA – 23 – 59
TITLE CHEMICAL SYSTEM MAINTENANCE AND REPAIR SERVICES
AVAILABLE FRIDAY, MAY 26TH, 2023

MANDATORY PRE-PROPOSAL CONFERENCE MONDAY, JUNE 5TH, 2023 AT 1:30 PM EST
Meeting Information
Town of Davie Utilities Department
7351 SW 30 St, Davie, FL 33314

DUE DATE 2:00 PM EST on TUESDAY, JUNE 20TH, 2023
SUBMIT TO DEMANDSTAR

REVIEW MEETING TBD

ESTIMATED BUDGET WITHIN ESTABLISHED BUDGET

BONDS N/A

Download Bid Information for Free at: <https://www.davie-fl.gov/bids>

Town of Davie Supplier Central: <https://www.davie-fl.gov/877/Supplier-Central>

Pursuant to Town Code Section No. 2-320 a Cone of Silence is hereby imposed on this solicitation.

The sign in sheet will be available up until the commencement of the pre-proposal conference. Proposers are required to sign in PRIOR to the start of the conference. No one will be permitted to sign in after the meeting starts. Failure to do so will deem proposer absent to the pre-proposal conference and ineligible to respond to this solicitation.

RFP# JA-23-59 Chemical System Maintenance and Repair Services

**TOWN OF DAVIE
RFP NO. JA-23-59
REQUEST FOR PROPOSALS
Chemical System Maintenance and Repair Services**



Dear Potential Proposer:

The Town of Davie, Florida invites qualified firms to submit responses in accordance with the requirements stated herein no later than **2:00 PM EST on TUESDAY, JUNE 20, 2023**, for **RFP NO. JA-23-59 Chemical System Maintenance and Repair Services**. Interested firms may secure the solicitation package and all other pertinent information by visiting <http://www.davie-fl.gov/bids> or at DemandStar.com.

Pursuant to Town Code Section No. 2-320 and section 1.51 of the terms and conditions, a Cone of Silence is hereby imposed on this solicitation. The cone shall be in effect until such time of award by the Town Administrator or the Town Mayor and Council.

A Mandatory Pre-Proposal Conference will be held on **MONDAY, JUNE 5TH, 2023 AT 1:30 PM EST**, in the second floor Multipurpose Room of the Utilities Department, 7351 SW 30 St, Davie, FL 33314. A site visit will immediately follow. In order to be eligible to respond to this solicitation, proposers are required to attend the pre-proposal conference and site visit.

The sign in sheet will be available up until the commencement of the pre-proposal conference. Proposers are required to sign in **PRIOR** to the start of the conference. No one will be permitted to sign in after the meeting starts. Failure to do so will deem bidder absent to the pre-proposal conference and ineligible to respond to this solicitation.

There will be two sites visited after the pre-proposal conference. Vendors will be required to initial at the beginning of the visit at the first location and initial at the end of the visit at the last location, to ensure that everyone is safe and accounted for.

Questions regarding this solicitation shall be submitted in writing to bids@davie-fl.gov no later than 5:00 PM on **JUNE 9, 2023**. Responses to those questions considered material to the solicitation will be made available as formal addenda to the Town's Procurement website and DemandStar.com. It is the responsibility of prospective proposers to ensure they are aware of all addenda issued relative to this solicitation.

Respondents **shall submit all proposal documents electronically through www.demandstar.com**. A full instructional guide on how to submit documents will be included with this solicitation. Under "Bid Amount," enter "0". All calculations and review of responses will be conducted through administrative review and a review committee meeting to be scheduled later. Only proposer names will be read into the record. The Town will maintain documentation on its own website at www.davie-fl.gov/411/Procurement for general public information and posting requirements. **Late submissions shall not be accepted.**

RFP responses will be publicly opened and firm names read aloud in the Temporary Town Hall Building "D", located at 8800 SW 36th Street Davie, FL 33328, after the due date/time noted above.

Members of the public may still attend virtually by phone or online. Please see below for virtual meeting information:

Meeting Information

Meeting link:

<https://daviepurchasing.webex.com/daviepurchasing/j.php?MTID=mae828ba106e68ed480b3e607e1754d8e>

Meeting number: 2336 541 0470

Password: CprpZst327

More ways to join

Join by phone

+1-408-418-9388 United States Toll

Access code: 233 654 10470

The selection of the successful respondent(s) shall be at the Town's discretion and shall be made in a prompt manner after the receipt and evaluation of all RFP responses. The Town of Davie reserves the right to reject any and all submissions, to waive any and all irregularities in any submission, and to make awards in the best interest of the Town.

Persons with disabilities requiring accommodations in order to participate should contact the Town Clerk at 954-797-1023 at least forty-eight (48) hours prior to the meeting to request such accommodation. If you are hearing or speech impaired, please contact the Florida Relay Service by using the following numbers: 1-800-955-8770 (voice) or 1-800-955-8771 (TDD).

A handwritten signature in black ink, appearing to read "Brian K. O'Connor".

Brian K. O'Connor
Procurement Manager
Town of Davie

Pursuant to Florida Statutes 119.071, sealed bids, proposals or replies by an agency pursuant to a competitive solicitation are exempt from inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after the opening of the bids, proposals, or final replies, whichever is earlier.

Pursuant to Florida Statute § 286.0105, if a person decides to appeal any decision made by this board, agency, committee, or council with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings. For such purpose he or she will need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based.

TABLE OF CONTENTS

| SOLICITATION SECTIONS | | PAGE |
|------------------------------|--|-------------|
| SECTION 1.0 | General Terms and Conditions | 4 |
| SECTION 2.0 | Insurance Requirements | 33 |
| SECTION 3.0 | Special Conditions | 36 |
| SECTION 4.0 | Content of Proposal | 41 |
| SECTION 5.0 | Scope of Services | 43 |
| SECTION 6.0 | Price Proposal Form | 48 |
| SECTION 7.0 | Required Forms and Vendor Registration Form | 50 |
| | <ul style="list-style-type: none"> • Demandstar Sign Up • Demandstar E-Bidding Instructions • Conference Call/Online Meeting Instructions | Attached |

SECTION 1.0 GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

When used in Contract Documents (defined below) or in related documents, the following terms shall have the meanings given below:

Addendum: A modification of the Plans, Specifications or other Contract Documents distributed to prospective Bidders prior to the opening of Bids.

Advertisement for Bids: The public notice inviting the submission of Bids for the work.

Bid: The written offer of a Bidder to perform the work or service.

Bid Bond: A bond executed by a Bidder and its Surety in the attached form guaranteeing that the Bidder, if awarded the Contract will execute the same and will timely furnish the required Performance Bond, Payment Bond, and evidence of Insurance.

Bidder: Any individual, firm, partnership or corporation submitting a Bid in accordance with the Instructions to Bidders.

Bid Documents: Bid Guarantee or bid deposit. The Advertisement for Bids, Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Provisions, Technical Specifications and Plans, together with all Addenda.

Bid Form: The form on which Bids are submitted.

Calendar Day: Every day shown on the calendar.

Change Order: A written agreement executed by the Town, the Contractor and the Contractor's Surety, covering modifications to the Contract recommended by the Project Manager and approved by the Town Administrator and/or Town Council.

Contract: The written agreement between the Town and the Contractor for performance of the Work in accordance with the requirements of the Contract Documents and for the payment of the

agreed consideration.

Contract Documents: The Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Provisions, Supplemental Provisions, Technical Specifications and Plans, together with all Addenda, Change Orders, Schedules and Shop Drawings.

Contract Administrator: Town of Davie Town Administrator or his designee or duly authorized representative designated to manage the Contract.

Contractor: The individual, firm, partnership, corporation or joint venture whose Bid is accepted and who enters into a Contract with the Town of Davie and who is liable for the acceptable performance of the work and for the payment of all legal debts pertaining to the Work.

Contract Date: The date on which the Agreement is effective.

Contract Time: The number of days allowed for completion of the work. The Contract Time will be stipulated in the Bid Form, unless extended by a Change Order. All contract time shall be measured in calendar days.

Town: The Town of Davie, a municipal corporation and political subdivision of the State of Florida, incorporated within Broward County, Florida, whose governing body is a Town Council consisting of a Mayor, Vice Mayor and three Town Council members. As used hereunder, the Town is the Town of Davie, including its districts, boards, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents and volunteers.

Community Redevelopment Agency (CRA): The Town of Davie Community Redevelopment Agency, which is created pursuant to Florida Chapter 163, Part III.

Town Administrator: The Administrator of the Town of Davie, Florida.

Executive Director: The Executive Director of the Davie Community Redevelopment Agency.

Days: Reference made to Days shall mean consecutive calendar days.

Deliverables: All documentation and any items of any nature submitted by the Contractor to the Town's Project Manager for review and approval in writing pursuant to the terms of the Agreement.

Lessee: Any individual, partnership or corporation having a tenant relationship with the Town of Davie.

Liquidated Damages: The amount that the Contractor accepts, as stipulated in the Bid Form, which will be deducted from the Contract Sum for each Calendar day of delay due to a Non-excusable Delay to be determined by the Town's Contract Manager.

Notice To Proceed (NTP): The written communication issued by the Town to the Contractor directing the Contractor to begin contract work and establishing the date of commencement of the work.

Owner: The term Owner as used in this Contract shall mean the Town of Davie.

Performance and Payment Bonds: Bonds executed by the Contractor and his Surety, on the attached forms, assuring that the Contractor will, in good faith, perform and guarantee the work in full conformity with the terms of the Contract Documents and will promptly pay all persons supplying the Contractor with labor, materials, or supplies, used directly or indirectly by the Contractor in the prosecution of the Work.

Plans: The drawings or reproductions thereof, prepared and sealed by the Architect/Engineer, which show the locations, character, dimensions and details of the work to be done and which are part of the Contract Documents.

Project: The construction and services required by the Contract Documents, which includes all labor, materials, equipment, and services to be provided by the Contractor to fulfill the Contractor's obligations.

Project Cost: The sum of the construction costs, allowances for contingencies, the total cost of design professional and related services provided by consultant, and allowances for such other items as charges of all other professionals and consultants.

Project Manager: The duly authorized representative designated to manage the

Project.

Scope of Service: Document which details the work to be performed by the Contractor.

Subcontractor or Sub consultant: Any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf of and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

The words "**Work**", "**Services**", "**Program**", or "**Project**": All matters and things required to be done by the Contractor in accordance with the provisions of the Contract.

The words "**Directed**", "**Required**", "**Permitted**", "**Ordered**", "**Designated**", "**Selected**", "**Prescribed**", or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Town's Project Manager or; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Town's Project Manager. In resolving disputes and in all respects the Town Administrator's decision shall be final.

1.2 VENDOR NOTIFICATION

It is the policy of the Town to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit bids. Vendors may enroll with the Town to be included on an email list for goods and services which can be found at <https://www.davie-fl.gov/list.aspx>.

1.3 LOCAL PREFERENCE

(a) Definitions.

Local Davie Vendor. A "local Davie vendor" shall mean a person or business entity which has maintained a permanent place of business with full-time employees within the Town limits for a minimum of six (6) months prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box or a residence. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Town of Davie

and have an address that the U.S. Postal Service recognizes as being a Davie address to be eligible. Local Broward County Vendor. A "local Broward County vendor" shall mean a person or business entity which has maintained a permanent place of business with full-time employees within the Broward County limits for a minimum of six (6) months prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box or a residence. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Broward County or the city within Broward County where the business resides and have an address that the U.S. Postal Service recognizes as being a Broward County address to be eligible.

Bid. A bid shall be any competitive solicitation by specification officially posted by the Town of Davie Procurement staff on the Town's website where the award is determined by the lowest responsive and responsive bidder

Proposal. A proposal shall be any competitive solicitation by request for proposal (RFP) officially posted by the Town of Davie Procurement staff on the Town's website where the award is determined by qualifications.

(b) Process.

(1) Competitive bid. For bid evaluation purposes, vendors that meet the definition of "local Davie vendor" as detailed above shall be given a five (5) percent evaluation credit. This shall mean that if a "local Davie vendor" submits a bid/quote that is within five (5) percent of the lowest price submitted by any vendor, the "local Davie vendor" shall have an option to submit another bid which is at least one (1) percent lower than the lowest responsive bid/quote. If the "local Davie vendor" submits a bid which is at least one (1) percent lower than that lowest responsive bid/quote, then the award will go to the "local Davie vendor." If not, the award will be made to the vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder is a "local Davie vendor," the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

For bid evaluation purposes, vendors that meet the definition of "local Broward County vendor" as detailed above shall be given a two and one-half (2.5) percent evaluation credit. This shall mean that if a "local Broward County vendor" submits a bid/quote that is within two and one-half (2.5) percent of the lowest price submitted by any vendor, the "local Broward County vendor" shall have an option to submit another bid which is at least one (1) percent lower than the lowest responsive bid/quote. If the "local Broward County

vendor" submits a bid which is at least one (1) percent lower than that lowest responsive bid/quote, then the award will go to the "local Broward County vendor." If not, the award will be made to the vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder is a "local Davie vendor", the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

If there is a "local Davie vendor" and a "local Broward County vendor" participating in the same bid solicitation and both vendors qualify to submit a second bid as detailed above, the "local Davie vendor" will be given first option. If the "local Davie vendor" cannot beat the lowest bid received by at least one (1) percent, an opportunity will be given to the "local Broward County vendor." If the "local Broward County vendor" cannot beat the lowest bid by at least one (1) percent, then the bid will be awarded to the lowest bidder regardless of geographic location of the business.

If multiple "local Davie vendors" submit bids/quotes which are within five (5) percent of the lowest bid/quote, then all vendors will be asked to submit a "best and final offer (BAFO)." The award will be made to the "local Davie vendor" submitting the lowest BAFO providing that that BAFO is at least one (1) percent lower than the lowest bid/quote received in the original solicitation. If no "local Davie vendor" can beat the lowest bid/quote by at least one (1) percent, then the process will be repeated with all "local Broward County vendors" who have submitted a bid/quote which is within two and one-half (2.5) percent of the lowest bid/quote. If no "local Davie vendor" and no "local Broward County vendor" can submit a BAFO that is at least one (1) percent lower than the lowest bid/quote submitted in the original solicitation, the award will be made to the lowest responsive bidder regardless of geographic location of the business.

(c) Competitive proposal. For evaluation purposes, "local Davie vendor" and "local Broward County vendor" shall be a criterion for award in any request for proposal unless specifically exempted by the Town Administrator or the Town Council.

(d) Exceptions.

(1) No "local vendor" preference will be included in any competitive solicitation where the Town is the lead agency for the Southeast Florida Cooperative Purchasing Group.

(2) Utilization of a state or other agency contract.

(3) State or Federal law prohibits the use of local preference.

(4) The work is funded in whole or in part by a governmental entity where the laws, rules,

RFP# JA-23-59 Chemical System Maintenance and Repair Services

regulations or policies prohibit the use of local preferences.

- (5) Sole source or single source purchases.
- (6) The "local vendor" is either non-responsive or non-responsible.
- (7) All bids submitted exceed the budget amount for the project.
- (8) Emergency purchases.
- (9) The Town Administrator and/or the Town Council may exempt any competitive solicitation from the local vendor preference.

1.4 BIDDERS RESPONSIBILITIES

Bidders are required to submit their proposals upon the following express conditions:

- A. Bidders shall thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents.
- B. Bidders shall make all investigations necessary to thoroughly inform themselves regarding the site and facilities for delivery of material and equipment as required by the bid conditions. No plea of ignorance, by the bidder, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the Town or the compensation due the bidder.
- C. Bidders are advised that all Town contracts are subject to all legal requirements provided for in the Town of Davie Procurement Code and applicable County Ordinances, State Statutes and Federal Statutes.

1.5 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

- A. Our enclosed Bid Proposal Form is to be used in submitting your bid. NO OTHER FORM WILL BE ACCEPTED.
- B. All information required by the bid form shall be furnished. The bidder shall sign each continuation sheet (where indicated) on which an entry is made.
- C. Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.

D. Alternate bids will not be considered unless authorized in the Invitation to Bid document.

E. Proposed delivery time must be shown in calendar days, which shall include weekends and holidays.

The Town of Davie is exempt from payment to its vendors of State of Florida sales tax and, therefore, such taxes should not be figured into the bid. However, this exemption does not transmit to suppliers to the Town in their (supplier) purchases of goods or services, used in work or goods supplied to the Town. Contractors are responsible for any taxes, sales or otherwise, levied on their purchases, subcontracts, employment, etc. An exemption certificate will be signed where applicable, upon request. The Town will pay no sales tax.

1.6 DESCRIPTION OF SUPPLIES

- A. Any manufacturer's names, trade names, brand names, or catalog numbers used in these applications are for the purpose of describing and establishing minimum requirements or level of quality, standards of performance, and design required, and are in no way intended to prohibit the bidding of other manufacturers' items of equal material, unless specifications state "NO SUBSTITUTIONS."
- B. Bidders must indicate any variances to the specifications, terms, and conditions, no matter how slight. If variations are not stated in the Proposal, it shall be construed that the bid fully complies with the Specifications, Terms and Conditions.
- C. Bidders are required to state exactly what they intend to furnish; otherwise they shall be required to furnish the items as specified.
- D. Bidders will submit, with their proposal, necessary data (factory information sheets, specifications, brochures, etc.) to evaluate and determine the quality of the item(s) they are bidding.
- E. The Town shall be the sole judge of equality and its decision shall be final.

1.7 SUBMISSION OF BIDS

- A. Bidders shall submit all bid documents

electronically through www.demandstar.com. A full instructional guide on how to submit documents will be included with this solicitation. Late submissions shall not be accepted.

- B. The Town will maintain documentation on its own website at <https://www.davie-fl.gov/411/Procurement> for general public information and posting requirements.
- C. Bidders requesting a copy of the bid tabulation will find this information through www.demandstar.com or on the Town's website at <https://www.davie-fl.gov/411/Procurement>.

1.8 ADDENDA

The Procurement Division may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder may not rely on any representation, statement or explanation, whether written or verbal, other than those made in this Bid solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid solicitation and any addenda, the last addendum issued shall prevail. It is the Bidder's responsibility to ensure receipt of all addenda and any accompanying documents. Bidder(s) shall acknowledge receipt of any formal Addenda by signing the addendum and including it with their Bid. Failure to include signed formal Addenda in its Bid shall deem its Bid non-responsive provided, however, that the Town may waive this requirement in its best interest.

1.9 REJECTION OF BIDS

The Town reserves the right to reject any or all proposals prior to award. Reasonable efforts will be made to either award the contract or reject all proposals within one hundred and twenty (120) calendar days after proposals opening date.

1.10 WITHDRAWAL OF BIDS

- A. Bids may not be withdrawn and shall be deemed enforceable for a period of 120 days after the time set for the bid opening.
- B. Bids may be withdrawn prior to the time set for the bid opening. Such request must be in writing.
- C. The Town will permanently retain as

liquidated damages the bid deposit furnished by any bidder who requests to withdraw a bid after the bid opening.

1.11 LATE BIDS OR MODIFICATIONS

Only bids or proposals received as of opening date and time will be considered timely. Bids and modifications received after the time set for the bid opening will be rejected as late.

1.12 CONFLICTS WITHIN THE BID SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

1.13 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications or other bid documents or any part thereof, he/she may submit to the Procurement Manager, on or before five (5) days prior to scheduled opening, a request for clarification. All such requests for clarification shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. The Town will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objection to the specifications and requirements as set forth in this bid must be filed in writing with the Procurement Manager five (5) days prior to the scheduled opening.

1.14 INVOICING/PAYMENT

All invoices should be sent to: Town of Davie, Finance Department, 8800 SW 36th Street, Davie, FL 33328. In accordance with Florida State Statutes, Chapter 218, payment will be made within 45 days after receipt of services and a proper invoice. The Town cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Bidders should state any payment discount in the space provided on the proposal form.

1.15 DISCOUNTS

- A. Bidders may offer a discount for prompt payment; however, such discounts shall

NOT be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted.

- B. In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

1.16 COMPETENCY OF BIDDERS

- A. Pre-award inspection of the Bidder's facility may be made prior to the award of contract. Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this Bid(s); have a record of performance for a reasonable period of time; and have sufficient financial support, equipment and organization to ensure that they can satisfactorily deliver the material and/or services if awarded a Contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the Town.
- B. The Town may consider any evidence available to it of the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience) in making the award in the best interest of the Town. In all cases the Town of Davie shall have no liability to any contractor for any costs or expense incurred in connection with this bid or otherwise.

1.17 NOTICE REQUIREMENTS UNDER THE AGREEMENT

All notices required or permitted under the Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

To the Town:

Project Manager
Town of Davie
Attention: Renuka Mohammed
Utilities Director
Phone: 954-327-3768
Email: rmohammed@davie-fl.gov

To the Procurement Division:

Brian O'Connor, C.P.M., Procurement Manager
Procurement Division
8800 SW 36th Street
Davie, FL 33328
Phone: (954) 797-1016 Fax: (954) 797-1049
Email: boconnor@davie-fl.gov

To the Contractor

Notices will be sent to the contractor at the physical address, e-mail address, and fax numbers and to the person listed in the Contractor's proposal, as applicable.

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

1.18 EMPLOYEES

All employees of the Contractor shall be considered to be at all times the sole employees of the Contractor, under the Contractor's sole direction, and not employees or agents of the Town of Davie or of the Davie Community Redevelopment Agency. The Contractor shall supply competent and physically capable employees and the Town is authorized to require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on Town property is not in the best interest of the Town.

Each employee at all times shall have and display in plain view proper identification. The name of the company shall be displayed on the front of the employee's shirt and the name of the company and employee must be worn on a badge visible from the front of the employee

1.19 AWARD OF BID

- A. The Review Committee or Department will make a recommendation based upon the lowest responsive and responsible bidder whose bid conforms to the Invitation for Bids and is most advantageous to the Town. If lowest fails to comply, then the second will be called

RFP# JA-23-59 Chemical System Maintenance and Repair Services

upon, and so on.

- B. The Town reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the bidder qualifies his bid by specified limitations.
- C. One or more Contractors may be designated as approved Primary or Secondary Vendor(s) for the delivery of material and/or services from this contract through the effective period of the award. In any situation where obtaining services from the Primary Vendor (s) is not in the best interest of the Town, or the vendor cannot deliver material and/or services within 24 hours of date required, or on an emergency basis, staff may obtain services from the Secondary Vendor (s).
- D. Successful Bidder shall be notified in writing of award.
- E. Delivery of materials and/or services shall be performed upon receipt by successful bidder of a numbered, signed purchase order.
- F. In the event that the awarded vendor (s) is unable to perform as required, the Town reserves the right to award to the next lowest, responsive, responsible vendor (s).

1.20 BID PROTESTS

The Town shall provide notice of its intent to award or reject to all bidders by posting such notice on the Town's website within two (2) working days after the posted review committee meeting.

If a vendor feels that it has been treated unfairly with regard to the results of a solicitation, or the resulting recommendation for award, it may protest the Town's action as follows:

(a) Applicability. This section shall apply to protests by bidders and proposers regarding claims made by contractors participating in a Town contract or bidding process and shall only apply to protests by bidders or offerors when the Town Procurement Division posts a Notice of Intent to Award in regards to a purchase in excess of the Town's formal competitive threshold as established in section 2-321(a) "Methods of Source Selection", "General" of this Code.

- (1) Protests; right to protest. Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Procurement Manager. The protest shall be submitted in writing within seventy-two (72) hours excluding holidays and weekends after such aggrieved person knows or should have known of the facts giving rise thereto or the posting of the Town's notice of intent to award on the Town's website.
- (2) Contract claims. All claims by a contractor against the Town relating to a contract shall be submitted in writing to the Procurement Manager. The contractor may request a conference with the Procurement Manager on a submitted claim. Claims include, without limitation, disputes arising under a contract and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission.
- (3) Service of a protest. Service of a protest by mail or courier shall not expand the time frame period allowed for delivery of a protest.

(b) Authority to resolve protests and contract claims.

- (1) Protests. The Procurement Manager, after consulting with the Town Attorney, shall have the authority consistent with this Code to settle and resolve a protest of an aggrieved bidder, offeror, or contractor, actual or prospective, concerning the solicitation or award of a contract.
- (2) Contract claims. The Procurement Manager, after consulting with the Town Attorney, shall have the authority to resolve contract claims, subject to the approval of the Town Administrator or Town Council, as applicable, regarding any settlement that will result in a change order or contract modification.

(c) Decision. If a protest brought pursuant to subsection (a) of this section is not resolved by mutual agreement, the Procurement Manager shall promptly issue a decision in writing to the protesting party upholding or denying the protest or staying the award process for further investigation. A copy of the decision shall be mailed or otherwise furnished to the protestant or claimant and any other party intervening. The decision shall state the reasons for the action taken.

RFP# JA-23-59 Chemical System Maintenance and Repair Services

- (d) Finality of decision. A decision under subsection (c) of this section shall be final unless within three (3) business days from the date of receipt of the decision, the protestant or claimant files a written appeal with the Town Administrator.
- (e) Authority of the Town Administrator. The Town Administrator shall have the jurisdiction to review and determine any appeal by an aggrieved party from a determination by the Procurement Manager regarding a protest or contract claim. Such decision shall be final and conclusive.
- (f) Protest limitations:
 - (1) A written protest may not challenge the relative weight of evaluation criteria or a formula for assigning points.
 - (2) The written protest shall state in detail the specific facts and law or ordinance upon which the protest of the proposed award is based and shall include all pertinent documents and evidence.
 - (3) Only a bidder whose bid is timely received and fully complies with all terms and conditions of the bid may protest an award.
- (g) Protest bond required. Upon the filing of a formal written protest the contractor or vendor shall post a bond, payable to the Town of Davie, in an amount equal to five (5) percent of the total bid or estimated contract amount, or ten thousand dollars (\$10,000.00), whichever is less. In the case of unit cost contracts, discount or percentage-based contracts the full ten thousand dollars (\$10,000) shall be provided. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protesting contractor or vendor in the event the protest is resolved adversely to the protester. An irrevocable letter of credit or other form of approved security, payable to the Town, will be accepted. Failure to submit a bond simultaneously with the formal written protest shall invalidate the protest and the Town may proceed to award the contract as if the protest had never been filed.
- (h) Consideration of timely protests. The Town's consideration of a timely written protest shall not necessarily stay the award process, as may be in the best interest of the Town. The Procurement Manager, through the Town Administrator, may recommend to proceed with the award if

there is a necessity or emergency that will cause loss to the Town if not awarded immediately.

- (i) Timely submittal of protest or appeal required. Failure of a party to submit timely a written protest to the Procurement Manager within the time provided in this section shall constitute a waiver of such party's right to protest pursuant to this section.
- (j) Costs. Any and all costs incurred by a protesting party in connection with a protest pursuant to this section shall be the sole responsibility of the protesting party.

1.21 AGREEMENT

An agreement shall be sent to the awarded vendor to be signed, witnessed, and returned to the Town for execution, when applicable. The Town will provide a copy of the fully executed agreement to the awarded vendor. In the event of an ITB the solicitation document and all addenda shall serve as the complete agreement. The vendors signature on the bid page and the signed award document by the Town shall constitute a binding agreement.

1.22 DISQUALIFICATION OF BIDDERS

A bid may be disqualified temporarily or permanently and rejected by the Town for any lawful reason, including but not limited to the following reasons:

- A. Poor performance or default, in the Town's opinion, on previous contracts with the Town.
- B. Poor performance or default, in the Town's opinion, on previous contracts with other public entities.
- C. Insufficient financial or company size, in the Town's opinion, to perform the requirements of the contract.

1.23 SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the Town. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the Town may result in termination of the contract for default. The Vendor shall cause all subcontractors to accept the terms and conditions of the Vendor's agreement with the Town.

1.24 ASSIGNMENT

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the Town and Town's approval, which consent Bidder acknowledges is at the sole discretion of the Town. The Town shall have the ability to assign or transfer this agreement in the event the Town of Davie Utilities Department is acquired by another entity. The Town shall provide notice to the successful Bidder.

1.25 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations with the Town through fraud, misrepresentation or material misstatement, may be debarred from doing business with the Town. The Town may also elect to terminate or cancel any other contracts with such individual, corporation or entity with no penalty to the Town for such termination. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation of this or any other contract with the Town under this section, including but not limited to the Town attorney's fees and costs.

1.26 COLLUSION

The bidder, by affixing a signature to this proposal, agrees to the following:

1. Bidder certifies that his/her bid is made without previous understanding, agreement, or connection with any person, firm or corporation, making a bid for the same items, or the initiating Town department, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

2. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm, or person to submit a collusive or sham response in connection with the work for which the bid has been submitted; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the bid response or of any other bidder, or to fix any overhead, profit, or cost elements of the bid price or the bid price of any other bidder, or to

secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;

3. The price or prices quoted in the bid response are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any other of its agents, representatives, owners, employees or parties in interest.

1.27 REASON FOR NO BID FORM

If choosing not to bid, please complete and return the enclosed form indicating reason for "No Bid" at this time.

1.28 PATENTS AND COPYRIGHTS

It shall be understood and agreed that by the submission of a proposal, the bidder, if awarded a contract, shall save harmless and fully indemnify and defend the Town and any of its officers or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright, of any person or persons, association, or corporation, as the result of the use of such articles by the Town, or any of its officers, agents, or employees, and of which articles the contractor is not the patentee, assignee, licensee, or owner, or lawfully entitled to sell same.

1.29 PUBLIC RECORDS LAW

Pursuant to Florida Statute 119.07, public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. Sealed Bids and Proposals become subject to this statute, notwithstanding bidders' or proposers' requests to the contrary, at the time the Town provides notice of a decision or intended decision, or 30 days after bid or proposal opening, whichever is earlier.

Financial statements submitted in response to a request by the Town are confidential, and exempt from disclosure. Data processing software obtained under a licensing agreement which prohibits its disclosure is also exempt.

Bidders are hereby notified and agree that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes. If the

Bidder submits trade secrets, as defined under the applicable Florida Statutes, the Bidder shall stamp each page in which the trade secret is listed and clearly mark the information deemed to be a trade secret. The Bidder shall also submit a separate document listing each page in which a trade secret is listed. Additionally, using the appropriate legal analysis, the separate document must clearly state why the information marked as a trade secret is deemed a trade secret pursuant to the applicable Florida Statutes and Florida case law as to be exempt under Chapter 119 of the Florida Statutes.

1.30 CONTRACTOR COMPLIANCE WITH PUBLIC RECORDS LAW

Contractor agrees to comply with public records laws. This includes but is not limited to:

1. Keep and maintain public records as required by the Florida Statutes.
2. Upon request from the Town Clerk, provide the Town of Davie 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 in the applicable Florida Statutes.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost to the Town all public records in possession of the contractor or keep and maintain public records required by the Town to perform the service. If the contractor transfers all public records to the Town, upon completion of the contract, 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 the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town Clerk, or his/her designee, in a format that is compatible with the information technology systems of the Town.

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 954-797-1000, [Evelyn Roig@Davie-FL.gov](mailto:Evelyn.Roig@Davie-FL.gov), 8800 SW 36th Street, Davie, FL 33328.

1.31 SCRUTINIZED COMPANIES

Florida Statute § 287.135: Contractor must certify that the company is not participating in a boycott of Israel. Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria. Contractor must submit the certification that is attached to this agreement. Submitting a false certification shall be deemed a material breach of contract. The Town shall provide notice, in writing, to the Contractor of the Town's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the Town's determination of false certification was made in error then the Town shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

1.32 REQUEST FOR PROPOSAL

Should these "General Conditions" be used in the specifications for a Request for Proposal, every reference to a bid shall be and mean the same as proposal.

1.33 EXCEPTIONS TO PROPOSAL

The bidder must clearly indicate any exceptions it wishes to take to any of the terms in this Proposal, and outline what, if any, alternative is being offered. All exceptions and alternatives shall be included and clearly delineated, in writing, in the Proposal. The Town, at its sole and

absolute discretion, may accept or reject any or all exceptions and alternatives. In cases in which exceptions and alternatives are rejected, the Town shall require the Bidder to comply with the particular term and/or condition of the solicitation to which the Bidder took exception (as said term and/or condition was originally set forth on the solicitation.)

1.34 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The contractor shall indemnify, defend and hold harmless the Town of Davie, its officers, employees, volunteers, agents, boards, elected and appointed officials, instrumentalities and the Davie Community Redevelopment Agency from and against any and all liability, losses or damages, including but not limited to attorney's fees and costs, incurred as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the contractor or its employees, agents, servants, partners, principals or subcontractors. The awarded bidder shall pay all claims and losses in connection with this agreement, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the Town or the Community Redevelopment Agency, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The contractor expressly understands and agrees that any insurance protection required by this contract or otherwise provided by the contractor shall in no way limit the responsibility to indemnify, defend, keep and save harmless and defend the Town, the Community Redevelopment Agency, or its officers, employees, agents, and instrumentalities as herein provided. The above indemnification provisions shall survive the expiration or termination of this contract. Notwithstanding anything set forth in the Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the Town beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the Town for damages, regardless of the number or nature of claims in tort, equity, or Contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the Town, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

1.35 COPELAND "ANTI-KICKBACK"

Contractor and all subcontractors shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). Contractor agrees that no portion of the bid award will be paid to any employees of the Town of Davie, its elected officials, and/or the contractor's consultants, as a commission, kickback, reward or gift, directly or indirectly by the firm or by an officer of the firm.

1.36 CONFLICT OF LAW

If and when this contract is disputed, and should it be necessary to litigate, the substantive and procedural laws of the State of Florida shall govern the outcome of such litigation. This shall apply notwithstanding such factors which include, but are not limited to, place where contract is entered into, place where accident arises and notwithstanding application of conflicts of law principles.

1.37 INTERPRETATION OF THE APPROXIMATE QUANTITIES

The bidder's attention is called to the fact that the estimate of quantities to be furnished under the specifications is approximate only and not guaranteed. The Town does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the Bidder plead misunderstanding or deception because of such estimate of quantities.

1.38 QUANTITIES

The Town specifically reserves the right to accept all or any part of the bid, to split the award, to increase or decrease the quantity to meet additional or reduced requirements of the Town, without such change affecting the contract unit price set forth in the proposal form by the bidder.

1.39 DELIVERY, INSPECTION & TITLE

Prices quoted and deliveries are to be FOB Destination and unloaded, unless otherwise specified in the Invitation for Bids, and made during regular business hours. Inspection and acceptance will be destination unless otherwise provided. Title to/risk of loss or damage to all items shall be the responsibility of the successful bidder until acceptance by the Town unless loss or damage results from negligence by the Town. If the materials or services supplied to the Town are found to be defective or to not conform to specifications, the Town reserves the right to cancel the order upon written notice to the

contractor and return product at bidder's expense.

for each substance as a condition of the award of the bid by the Town.

1.40 WARRANTY

Unless otherwise specified, all items proposed by the bidder shall include a warranty covering services, parts and/or labor for a specified period of time. The bidder shall submit information on both manufacturer and dealer warranties, including proposed term of warranty coverage, where applicable, with the bid proposal. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the Town, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid solicitation may supersede the manufacturer's standard warranty.

1.41 CLAIMS

Successful bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items.

1.42 CONTRACT RENEWAL

Any contract may be renewed within the parameters set forth in solicitation document or negotiated terms.

1.43 CONTRACT EXTENSION

In the event of a term contract for goods and services that is scheduled to end because of the expiration of the contract, the Contractor shall continue the service upon the request of the Town Administrator or designee. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the Town.

1.44 MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

1.45 SAFETY DATA SHEET (SDS)

Under the terms of the Florida Right-to-Know Law (Chapter 442, Florida Statutes), all suppliers of products deemed to be toxic in substance, as indicated in the State of Florida Substance List, are required to submit a Safety Data Sheet (SDS)

1.46 CONDITION OF MATERIALS AND PACKAGING

All equipment, materials, supplies, and components supplied under this bid must be new and unused, free from defects, and shall be the latest manufacturer's models unless otherwise specified. No others will be accepted under the terms and intent of this bid. All containers shall be new and suitable for storage or shipment, and bid price shall include standard commercial packaging. Any exceptions to this provision shall be detailed on the proposal page under exceptions to specifications.

1.47 SAMPLES

Samples, when required, must be submitted within the time specified at no expense to the Town. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense. Each individual sample must be labeled with bidder's name and manufacturer's brand name and number.

1.48 PUBLIC ENTITY CRIMES

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 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 in excess of the threshold amount provided in Florida Statutes, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.49 DISCRIMINATION

Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

1.50 DRUG-FREE WORKPLACE PROGRAM

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

1.51 CONE OF SILENCE

(a) Prohibited communication. Except as set forth in subsection (d), during the course of a competitive solicitation, a cone of silence shall be in effect between:

(1) Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a competitive solicitation or that is subject to being evaluated or having its response evaluated in connection with a competitive solicitation, including a person or entity's representative; and

(2) Any Town Councilmember, the Town Administrator or any person or group of persons appointed or designated by the Town Council or the Town Administrator to evaluate, select, or make a recommendation to the Town Council or the Town Administrator regarding a competitive solicitation, including any member of the selection committee.

(b) Effective dates. A cone of silence shall begin and shall end for competitive solicitations as follows:

(1) A cone of silence shall be in effect during a competitive solicitation process beginning upon the advertisement for the competitive solicitation or during such other procurement activities as declared by the Town Council.

(2) The cone of silence shall terminate at the time the Town Council or Town Administrator takes final action or gives final approval of a contract, rejects all bids or responses to the competitive solicitation, or takes other action which ends the competitive solicitation process.

(c) Notice. When the cone of silence becomes effective for a particular competitive solicitation, the Town Administrator or designee shall provide notice of the cone of silence to the Town Council. The solicitation document for the goods or services shall generally disclose the requirements of this section. Notice of the termination of the cone of silence shall be provided in the award documentation to the Town Administrator and /or Town Council.

(d) Permitted communication.

(1) The cone of silence shall not apply to written or oral communications with legal counsel for the Town or the Procurement Division staff for the Town.

(2) Nothing contained in this section shall prohibit any person or entity subject to this section from:

a. Making public presentations at pre-bid conferences or at a selection or negotiation meeting related to the competitive selection.

b. Engaging in contract negotiations with the entity selected to negotiate the terms of the agreement or with the Town Council during a public meeting.

c. Making a scheduled public presentation to the Town Council during any public meeting related to the competitive solicitation.

d. Nothing contained in this section shall prohibit a Town Councilmember from initiating contact with a Vendor or Vendor's Representative and subsequent communication related thereto for the purpose of obtaining further information regarding the Competitive Solicitation.

e. Nothing in this section shall prohibit a Town Council, the Town Council office personnel, and other Town employees from communicating with each other except as prohibited under Chapter 119 of the Florida State Statutes.

f. Communicating with the person or persons designated in the competitive solicitation as the contact person for clarification or information related to the competitive solicitation. The contact person shall not be a member of the selection/evaluation committee, or the person designated to negotiate the agreement, except as otherwise provided for in subsection (d)(1) above.

(3) The Procurement Manager or designee and the Town Attorney or designee shall accept written communications from persons or entities subject to this section during the time a cone of silence is applicable to a competitive solicitation.

(e) Violations. Any action in violation of this section by a vendor or contractor shall be cause for disqualification of the bid or the proposal. The determination of a violation and the penalty shall be made by Town Council.

(f) Any employee violating this section shall be subject to disciplinary action by the Town Administrator up to and including termination.

(g) The cone of silence shall not apply to a competitive process which seeks to enter into a contract or award of money to perform governmental, quasi-governmental, social or

human services primarily for charitable, benevolent, humanitarian or other philanthropic purposes, such as the award of grants or support assistance to organized nonprofit entities that promote or assist with the care, education, health, standard of living or general welfare of people in the Town of Davie, or that promote or assist community or neighborhood enhancements.

1.52 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

It is hereby made part of this solicitation that the submission of any bid response to this advertised request constitutes a bid made under the same terms and conditions, for the same price, to other government agencies if agreeable by the bidder and the government agency.

At the option of the vendor/contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the vendor/contractor to use this contract shall do so independently of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received, and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

1.53 ACCESS TO RECORDS

The Town reserves the right to require the Contractor to submit to an audit. The Contractor shall provide access to all of its records which relate directly or indirectly to the Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to the Agreement, as specified in Florida Statute Chapter 119 and section 1.30 of this agreement, and upon request make them available to the Town following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the Town to ensure compliance with applicable accounting and financial standards at no cost to the Town.

1.54 TOWN WEBSITE

Bids, addenda, Intents to Award, and other information is available on the Procurement Division's "Procurement" page, which can be

found at: <https://www.davie-fl.gov/411/Procurement>.

1.55 DISCLAIMER

The Town of Davie may, in its sole and absolute discretion, accept or reject, in whole or in part, for any reason whatsoever any or all Bids; re-advertise this Bid; postpone or cancel at any time this Bid process; or, waive any formalities of or irregularities in the bidding process. Bids that are not submitted on time and/or do not conform to the Town of Davie's requirements will not be considered. After all bids are analyzed, organization(s) submitting bids that appear, solely in the opinion of the Town of Davie, to be the most competitive, shall be submitted to the Town of Davie's Town Administrator and/or Town Council, and the final selection will be made shortly thereafter with a timetable set solely by the Town of Davie. The selection by the Town of Davie shall be based on the bid, which is, in the sole opinion of the Town Administrator and/or Town Council of the Town of Davie, in the best interest of the Town of Davie. The issuance of this bid constitutes only an invitation to make presentations to the Town of Davie. The Town of Davie reserves the right to determine, at its sole discretion, the lowest responsive and responsible bidder. In all cases the Town of Davie shall have no liability to any contractor for any costs or expense incurred in connection with this bid or otherwise.

1.56 CONFIDENTIALITY

As a political subdivision, the Town of Davie is subject to the Florida Sunshine Act and Public Records Law. By submitting a Bid, Contractor acknowledges that the materials submitted with the Bid and the results of the Town of Davie's evaluation are open to public inspection and subject to disclosure upon proper request. Contractor should take special note of this as it relates to proprietary information that might be included in its Bid.

1.57 ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of the Agreement, the order of precedence is as follows:

- A. The terms and conditions of the agreement
- B. The Town of Davie's solicitation and any associated addenda and attachments thereof, and
- C. The Contractor's Proposal.

1.58 NATURE OF THE AGREEMENT

The Agreement incorporates and includes all negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in the Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of the Agreement that are not contained in the Agreement, and that the Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning the Agreement shall be of no force or effect, and that the Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the Town in all aspects of the Services performed hereunder.

The Contractor acknowledges that the Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in the Agreement but necessary to carrying out its intent are required by the Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.

The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the Town's Project Manager.

The Contractor acknowledges that the Town shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations.

The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the Town. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the Town with input regarding the time and cost to implement said changes and in

executing the activities required to implement said changes.

1.59 PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the Town's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in the total amount submitted on the Bid Form. The Town shall have no obligation to pay the Contractor any sum(s) in excess of this amount, except for a change and/or modification to the Contract which is approved and executed in writing by the Town and the Contractor.

All Services undertaken by the Contractor before Town's approval of this Contract shall be at the Contractor's risk and expense.

1.60 PRICING

Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods; however, the Contractor may offer incentive discounts to the Town at any time during the Contract term, including any renewal or extension thereof.

1.61 GUARANTEE

The Contractor shall be responsible for technically deficient designs, reports, or studies due to its errors and omissions, and shall promptly correct or replace all such deficient work due to its errors and omissions without cost to Town upon the request of the Town for five years after the date of acceptance of the project by the Town, which are judged to have been in error by a court of competent jurisdiction. Contractor shall also be responsible for the cost of correcting deficient construction which was built from technically deficient designs, where applicable. Payment in full by the Town for work performed does not constitute a waiver of this guarantee.

1.62 MANNER OF PERFORMANCE

A. The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the Town in accordance with the terms and conditions of the Agreement. The Town shall be entitled to a satisfactory

performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the Town, the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.

- B. The Contractor agrees to defend, hold harmless and indemnify the Town and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the Town, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the Town. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.
- C. The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any of its personnel upon reasonable request from the Town, should the Town make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- D. The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- E. The Contractor shall at all times cooperate with the Town and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- F. The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations

that are applicable to the performance of the Agreement.

1.63 INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under the Agreement, an independent contractor, and not an employee, agent or servant of the Town. All persons engaged in any of the work or services performed pursuant to the Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the Town shall be that of an independent contractor and not as employees and agents of the Town.

The Contractor does not have the power or authority to bind the Town in any promise, agreement or representation other than specifically provided for in the Agreement.

1.64 AUTHORITY OF THE TOWN'S PROJECT MANAGER

- A. The Contractor hereby acknowledges that the Town's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, the Agreement including but not limited to: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- B. The Contractor shall be bound by all determinations or orders and shall promptly comply with and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- C. The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager.

In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in the section below. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

- D. In the event of such dispute, the parties to the Agreement authorize the Town Administrator or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the Town Administrator's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the Town Administrator within 10 days of the occurrence, event or act out of which the dispute arises.

The Town Administrator may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of the Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the Town Administrator participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the Town Administrator for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. The parties agree that whenever the Town Administrator is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be deemed fair and impartial when exercised or taken. The Town Administrator shall render a decision in writing and deliver a copy of the same to the Contractor.

Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor and the Town reserve the right to pursue any remedies available under law after exhausting the provisions of this Article.

1.65 MUTUAL OBLIGATIONS

- A. The Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- B. Nothing in the Agreement shall be construed for the benefit, intended or otherwise, of any third party.
- C. In those situations where the Agreement imposes an indemnity or defense obligation on the Contractor, the Town may, at its expense, elect to participate in the defense if the Town should so choose. Furthermore, the Town may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter Contractor agrees to pay the Town's costs, attorney's fees and/or any resulting judgment or settlement from the Contractor.

1.66 QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers shall retain such records, and all other documents relevant to the Services furnished under the Agreement for a period of three (3) years from the expiration date of the Agreement and any extension thereof.

1.67 AUDITS

The Town, or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of the Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and those of its

subcontractors and suppliers which apply to all matters of the Town as needed. Such records shall conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to the Agreement.

The Contractor agrees to grant access to the Town's Auditor to all financial and performance-related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

1.68 SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the Town in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

1.69 SUBCONTRACTUAL RELATIONS

- A. If the Contractor will cause any part of the Agreement to be performed by a subcontractor, the provisions of this Contract will apply to such subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- B. The Contractor, before making any subcontract for any portion of the services, will state in writing to the Town the name of the proposed subcontractor, the portion of the Services which the subcontractor is to do, the place of business of such subcontractor, and such other information as the Town may require. The Town will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the Town.
- C. Before entering into any subcontract hereunder, the Contractor will inform the

subcontractor fully and completely of all provisions and requirements of the Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such subcontractor will strictly comply with the requirements of this Contract.

- D. In order to qualify as a subcontractor satisfactory to the Town, in addition to the other requirements herein provided, the subcontractor must be prepared to prove to the satisfaction of the Town that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the subcontractor must show to the satisfaction of the Town that it has satisfactorily performed services of the same general type which is required to be performed under the Agreement.
- E. The Town shall have the right to withdraw its consent to a subcontract if it appears to the Town that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under the Agreement. All subcontractors are required to protect the confidentiality of the Town and Town's proprietary and confidential information. Contractor shall furnish to the Town copies of all subcontracts between Contractor and subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the Town permitting the Town to request completion of performance by the subcontractor of its obligations under the subcontract, in the event the Town finds the Contractor in breach of its obligations, and the option to pay the subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the Town to any subcontractor hereunder as more fully described herein.

1.70 ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the Town were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events, the Town makes no

representations or guarantees, the Town shall not be responsible for the accuracy of the assumptions presented, the Town shall not be responsible for conclusions to be drawn there from, and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risks associated with using this information.

1.71 SEVERABILITY

If the Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from the Agreement without affecting the binding force of the Agreement as it shall remain after omitting such provision.

1.72 TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

- A. The Town and/or the CRA, may terminate the Agreement and pursue all remedies available at law if an individual or corporation or other entity attempts to meet its contractual obligation with the Town and/or the CRA through fraud, misrepresentation or material misstatement.
- B. The Town and/or the CRA, may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the Town and/or the CRA. Such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including but not limited to attorney's fees and costs.
- C. Contractor acknowledges and agrees that ten dollars (\$10.00) of the compensation to be paid by the Town and/or the CRA, the receipt and adequacy of which is hereby acknowledged by Contractor, is given specific consideration to Contractor for the Town's and the CRA's right to terminate this Agreement for convenience.
- D. The Town, through its Town Administrator, and/or the CRA through its Executive Director, and for its convenience and without cause, may terminate the Contract at any time during the term by giving written notice to consultant/contractor of such termination; which shall become effective within fifteen (15) days following receipt by the Contractor of such notice. If the Contract is terminated for convenience by

RFP# JA-23-59 Chemical System Maintenance and Repair Services

the Town and/or the CRA, the Contractor shall be paid for any services satisfactorily performed up to the date of termination; following which the Town and/or the CRA shall be discharged from any and all liabilities, duties, and terms arising out, or by virtue of, this Contract.

- E. The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the Town and/or the CRA through fraud, misrepresentation or material misstatement may be debarred from Town and CRA contracting in accordance with the Town debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Town's Procurement Policies and Procedures Manual.

In addition to cancellation or termination as otherwise provided in the Agreement, the Town and/or the CRA may at any time, in its sole discretion, with or without cause, terminate the Agreement by written notice to the Contractor and in such event:

- F. The Contractor shall, upon receipt of such notice, unless otherwise directed by the Town and/or the CRA:
1. Stop work on the date specified in the notice ("the Effective Termination Date");
 2. Take such action as may be necessary for the protection and preservation of the Town's and/or the CRA's materials and property;
 3. Cancel orders;
 4. Assign to the Town and/or the CRA and deliver to any location designated by the Town and/or the CRA any non-cancelable orders for Deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement and not incorporated in the Services;
 5. Take no action which will increase the amounts payable by the Town under the Agreement.
- G. In the event that the Town and/or the CRA exercises its right to terminate the Agreement pursuant to this Article the

Contractor will be compensated as stated in the payment Articles, herein, for the:

1. Portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
2. Non-cancelable Deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement but not incorporated in the Services.

- H. All compensation pursuant to this Article is subject to audit.

1.73 EVENT OF DEFAULT

- A. An Event of Default shall mean a breach of the Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:
1. The Contractor has not delivered Deliverables on a timely basis;
 2. The Contractor has refused or failed, except in any case for which an extension of time is provided, to supply enough properly skilled staff personnel;
 3. The Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
 4. The Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
 5. The Contractor has failed to obtain the approval of the Town where required by the Agreement;
 6. The Contractor has failed to provide "adequate assurances" as

RFP# JA-23-59 Chemical System Maintenance and Repair Services

required under subsection "B" below; and

7. The Contractor has failed in the representation of any warranties stated herein.

- B. When, in the opinion of the Town or the CRA, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the Town or the CRA may request that the Contractor, within the time frame set forth in the Town's or the CRA's request, provide adequate assurances to the Town or the CRA, in writing, of the Contractor's ability to perform in accordance with terms of the Agreement. Until the Town or the CRA receives such assurances the Town or the CRA may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the Town or the CRA the requested assurances within the prescribed time frame, the Town may:

1. Treat such failure as a repudiation of the Agreement;
2. Resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

- C. In the event the Town and/or the CRA shall terminate the Agreement for default, the Town, the CRA, or their designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

1.74 REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

- A. Lost revenues;
- B. The difference between the cost associated with procuring Services hereunder and the amount actually expended by the Town for

procurement of Services, including procurement and administrative costs; and,

- C. Such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The Town may also bring any suit or proceeding for specific performance or for an injunction.

1.75 PATENT AND COPYRIGHT INDEMNIFICATION

- A. The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: services, equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.

- B. The Contractor shall be liable and responsible for any and all claims made against the Town or the CRA for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the Town's or the CRA's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, defend, and hold harmless the Town and the CRA and defend any action brought against the Town with respect to any claim, demand, and cause of action, debt, or liability.

- C. In the event any Deliverable or anything provided to the Town or the CRA hereunder, or a portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation, at the Town's or CRA's option, to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at the Contractor's expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the Town or the CRA, at the Contractor's expense, the rights provided under the Agreement to use the item(s).

- D. The Contractor shall be solely responsible

for determining and informing the Town and/or the CRA whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The Town or the CRA may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the Town's judgment, use thereof would delay the Work or be unlawful.

- E. The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

1.76 PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, the Town of Davie is subject to the provisions of Florida's Public Records Law.

The Contractor acknowledges that all computer software in the Town's possession or the CRA's possession may constitute or contain information or materials which the Town or the CRA has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the Town or the CRA has developed at its own expense, the disclosure of which could harm the Town's proprietary interest therein.

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the Town's property, or the CRA's property, any computer programs, data compilations, or other software which the Town has developed, has used or is using, is holding for use, or which are otherwise in the possession of the Town (hereinafter "Computer Software"). The Contractor acknowledges and agrees that all third-party license agreements must also be honored by the contractors and their employees, except as authorized by the Town or the CRA and, if the Computer Software has been leased or purchased by the Town or the CRA, all third party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis,

telecommunications, personal computers and any and all information technology software.

The Contractor will report to the Town any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the Town's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

1.77 PROPRIETARY RIGHTS

- A. The Contractor hereby acknowledges and agrees that the Town and the CRA retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the Town and the CRA to the Contractor hereunder or furnished by the Contractor to the Town and/or created by the Contractor for delivery to the Town, even if unfinished or in process, as a result of the Services the Contractor performs in connection with the Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under the Agreement. The Contractor shall not, without the prior written consent of the Town, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under the Agreement shall not be construed as publication in derogation of the Town's copyrights or other proprietary rights.
- B. All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the Town, hereinafter referred to as "Developed Works" are works for hire and are the property of the Town.
- C. Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without

the prior written consent of the Town, except as required for the Contractor's performance hereunder.

Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all licensed software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the Town or the CRA so desire, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such licensed software and the associated specifications, technical data and other documentation for the operations of the Town, the CRA or entities controlling, controlled by, under common control with, or affiliated with the Town, or the CRA, or organizations which may hereafter be formed by or become affiliated with the Town or the CRA. Such license specifically includes, but is not limited to, the right of the Town or the CRA to use and/or disclose, in whole or in part, the technical documentation and licensed software, including any source code provided hereunder, to any person or entity outside the Town for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the Town, the CRA, or entities controlling, controlled by, under common control with, or affiliated with the Town, the CRA, or organizations which may hereafter be formed by or become affiliated with the Town or the CRA. No such licensed software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

1.78 ETHICS

In accordance with Section 2-330 of the Town's Code requires that the town shall not purchase any goods or services from any person who is actively employed by the Town of Davie or from any business or entity of which the employee or the employee's spouse or child is an agent, officer, partner, director or proprietor or in which they have a material interest or discretionary authority. Any such individual or business shall be disqualified from participating in any bidding

activity for purchases by the town unless specifically authorized by action of the town council. Furthermore all bidders are subject to follow the SECTION 1-19 OF THE BROWARD COUNTY CODE.

1.79 LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and Town orders, statutes, ordinances, rules and regulations which may pertain to the Services required under the Agreement, including but not limited to:

- A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- B. Occupational Safety and Health Act (OSHA) as applicable to this contract.
- C. "Conflicts of Interest" Section 1-19 of the County Code, and Ordinance 2011-19.
- D. Florida Building Code (FBC).
- E. Notwithstanding any other provision of the Agreement, Contractor shall at all times conduct its operations in a safe and sound manner.

1.80 NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. By entering into this Contract with the Town, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the Town to be in violation of the Act, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit or the Contractor violates the Act during the term of

this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

1.81 CONFLICT OF INTEREST

The Contractor represents that:

- A. No officer, director, employee, agent, or other consultant of the Town or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of the Agreement.
- B. There are no undisclosed persons or entities interested with the Contractor in the Agreement. The Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the Town, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:
 - 1. Is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of the Agreement, or in the services, supplies or work, to which the Agreement relates or in any portion of the revenues; or
 - 2. Is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge, any subcontractor or supplier to the Contractor.
- C. Neither the Contractor nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligations under the Agreement; provided that the Town, in its sole discretion, may consent in writing to such a relationship, and provided the Contractor provides the Town with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the Town's best interest to consent to such relationship.

- D. The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under the Agreement and those provided by statute, the stricter standard shall apply.
- E. In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the Town's Project Manager. Contractor shall thereafter cooperate with the Town's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

1.82 PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor, its employees, agents, subcontractors and suppliers, without the express written consent of the Town:

- A. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the Town, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the Town. Such approval may be withheld if for any reason the Town believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- B. Represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the Town, except as may be required by law.

1.83 BANKRUPTCY

The Town reserves the right to terminate this contract if, during the term of any contract the Contractor has with the Town, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

1.84 GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida.

1.85 SURVIVAL

The parties acknowledge that any of the obligations in the Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the Town under the Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

1.86 CANCELLATION FOR UNAPPROPRIATED FUNDS

The obligation of the Town for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

1.87 ASBESTOS STATEMENT

All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the project he will supply only material or equipment that is 100% asbestos free.

1.88 VERBAL INSTRUCTIONS PROCEDURE

No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any Town employee. Only those communications which are in writing from an authorized Town representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the Town as duly authorized expressions on behalf of Contractors.

1.89 COST ADJUSTMENTS

The cost for all items as quoted herein shall remain firm for the term of the contract. Costs for subsequent years and any extension term years shall be subject to an adjustment only if

increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 3% per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPU-U) (National) as published by the Bureau of Labor Statistics, U.S. Dept. of Labor. The yearly increase or decrease in the CPI shall be that latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one year prior. Any requested cost increase shall be fully documented and submitted to the Town at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the Town shall have the right to receive from the Contractor reduction in costs that reflect such cost changes in the industry. The Town may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the Town does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the Town, the contract can be cancelled without penalty by the Town upon giving thirty (30) days written notice to the Contractor.

1.90 EQUITABLE ADJUSTMENT

The Town of Davie may, in its sole discretion, make an equitable adjustment in the Contract Terms and conditions and/or pricing. If pricing or availability of supply is affected by extreme or unforeseen volatility in the marketplace that satisfy all the following criteria: 1) the volatility is due to causes wholly beyond the successful bidder's control; 2) the volatility affects the marketplace or industry, not just the particular successful bidder's source of supply; 3) the effect on pricing or availability of supply is substantial; and 4) the volatility so affects the successful bidder that continued performance of the Contract would result in substantial loss. Any adjustment would require irrefutable evidence and written approval by the Procurement Manager, Town Administrator or Mayor and Council depending on the contract threshold and original signature authority established by Town of Davie Code Section 2-319. The Town may elect to provide a one-time increase, an increase for a predetermined period or an increase for the remainder of the contract. In the event of any market decreases the bidder shall in good faith provide the Town with reduced pricing.

1.91 PROHIBITION OF INTEREST

No contract will be awarded to a bidding firm who has Town elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and Town Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder or termination of the agreement, removal of the Bidder from the Town's bidder lists, and prohibition from engaging in any business with the Town.

1.92 NO CONTINGENT FEES

Vendor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Vendor to solicit or secure the Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Vendor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of the Agreement. For the breach or infraction of this provision, the Town shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

1.93 E-VERIFY

Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Davie.

By entering into this Contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as

amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the Town as a result of the termination of this contract.

1.94 FORCE MAJEURE

The Agreement that is awarded to the successful proposer may provide that the performance of any act by the Town, the CRA, or Contractor hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the Town shall have the right to provide substitute service from third parties or Town forces and in such event the Town shall withhold payment due Contractor for such period of time. If the condition of force majeure exceeds a period of 14 days the Town may, at its option and discretion, cancel or renegotiate the Agreement.

1.95 BUDGETARY CONSTRAINTS

In the event the Town is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Contractor shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

1.96 ANNEXATION

Contractor agrees to extend all terms, conditions and pricing in the Agreement and any

amendments thereto, to any areas annexed into the Town.

1.97 LITIGATION VENUE

The parties agree that all litigation between them in the state courts shall exclusively take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District of Florida.

1.98 LITIGATION

The Town of Davie reserves the right to reject bids from bidders that are currently in litigation or that have previously been in litigation with the Town of Davie.

1.99 SOVEREIGN IMMUNITY

Nothing in the Agreement shall be interpreted or construed to mean that the Town or the CRA waives its common law sovereign immunity or the limits on liability set forth in Section 768.28, Florida Statute. Notwithstanding anything set forth in the Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the Town beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the Town for damages, regardless of the number or nature of claims in tort, equity, or Contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the Town, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

1.100 SUBMISSION AND RECEIPT OF BIDS

Bids having any erasures or corrections must be initialed and dated by the bidder in ink. This bid document shall be typewritten or filled in with pen and ink.

1.101 SOLID WASTE CONSTRUCTION AND DEMOLITION DEBRIS COLLECTION AND DISPOSAL REQUIREMENTS FOR BIDDING JOBS IN THE TOWN OF DAVIE

The Town of Davie has an exclusive solid waste franchise agreement with Coastal Waste & Recycling, Inc., Inc. of Florida for the collection and disposal of all solid waste including construction and demolition (C & D) debris as defined within Florida Statutes Chapter 403. All

applicants for bids to perform construction work for the Town of Davie or the CRA shall be subject to the requirements found in the Town's exclusive solid waste franchise agreement and must contract with Coastal Waste & Recycling, Inc. for the collection and disposal of all construction and demolition debris generated at such construction job sites.

For the current applicable rates and fees for Coastal Waste & Recycling, Inc. dumpsters, roll-off containers, and other related solid waste service equipment needs, please contact Trevor Black, Coastal Waste & Recycling, Inc., Residential Supervisor, at 315-406-1957 or tblack@coastalwasteinc.com.

For further information related to bid specifications related to solid waste franchise requirements, please contact Brian O'Connor, Procurement Manager, at (954) 797-1016 or boconnor@davie-fl.gov.

For solid waste franchise enforcement questions, please contact the Town of Davie Program Division's representative at (954) 797-1045 or Danny Stallone, Code Compliance Official at (954) 693-8237.

PLEASE BE ADVISED THAT THE FAILURE OF ANY BIDDER FOR A CONSTRUCTION PROJECT FOR THE TOWN OF DAVIE, INCLUDING AND NOT LIMITED TO GENERAL CONTRACTORS AND DEVELOPERS, TO ADHERE TO THE REQUIREMENTS OF THE TOWN OF DAVIE'S EXCLUSIVE SOLID WASTE FRANCHISE AGREEMENT SHALL RESULT IN A NOTICE OF VIOLATION, CITATION OR SIMILAR CODE ENFORCEMENT ACTION BEING TAKEN AGAINST THE BIDDER. ENFORCEMENT ACTION MAY INCLUDE DENIAL OR REVOCATION OF A BID APPLICATION AND ITS APPROVAL. THE ENFORCEMENT ACTION WILL RESULT IN FINES AND LIENS UP TO \$15,000/DAY FOR IRREPARABLE VIOLATIONS, UP TO \$1,000/DAY FOR FIRST VIOLATIONS, UP TO \$5,000/DAY FOR REPEAT VIOLATIONS PLUS APPLICABLE COST RECOVERY AND ATTORNEY FEES.

1.102 SUSPENSION AND DEBARMENT

(a) Authority. The Procurement Manager shall provide written notice to any party under review for potential suspension and/or debarment. The notice shall state the grounds for the potential suspension and/or debarment and shall offer the party the opportunity to respond to those grounds in writing. The Procurement Manager may also hold a meeting with the party to discuss those grounds, if the Procurement

Manager determines a meeting is appropriate. After consideration of the party's written response and/or meeting with the party, the Procurement Manager may, after consultation with the Town Attorney's Office, suspend or debar the party from consideration for award of future Town contracts. For purposes of this Part, "party" means any individual or entity. Debarment shall not be for a period of more than five (5) years.

(b) Causes for Suspension. The Procurement Manager may suspend a party when the Procurement Manager has probable cause to debar the party. A vendor may not be suspended for longer than three (3) months unless the Town has commenced debarment proceedings against the vendor, in which case the suspension may last until the debarment proceedings are concluded.

(c) Causes for debarment or suspension. The causes for debarment or suspension include the following:

(1) Conviction for the commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;

(2) Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a contractor;

(3) Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals or contracts;

(4) Violation of contract provisions, as set forth below, of a character which is regarded by the Procurement Manager to be so serious as to justify debarment action:

a. Deliberate failure without good cause to perform in accordance with the contract documents or within the time limit provided in the contract;

b. A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one (1) or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment;

c. Refusal to perform a contract after a contract is accepted by the Town and awarded to the vendor;

d. If a party made material misrepresentations in response to or related to a solicitation;

e. If a party is debarred by another governmental entity;

f. Any other cause the Procurement Manager determines to be so serious and compelling as to affect the responsibility as a contractor, including, but not limited to, debarment by another governmental entity for any cause listed in regulations; or

g. Violation of the ethical standards set forth in section 2-330.

h. Violation of requirements in Section 2-320 – Code of Silence.

(d) Decision. The Procurement Manager shall issue a written decision to debar or suspend. The decision shall state the reasons for the action taken.

(e) Notice of decision. A copy of the decision under subsection (d) of this section shall be mailed or otherwise furnished immediately to the debarred or suspended person and any other party intervening.

(f) Appeal to the Special Magistrate. The decision to debar is final unless, within ten (10) calendar days from the date of receipt of the decision, a Notice of Appeal is filed with the Town Attorney requesting a hearing before the Town's Special Magistrate. A hearing before the Town's Special Magistrate will be scheduled within 30 days receipt of the Notice of Appeal. After hearing the matter, the Special Magistrate shall render a decision regarding suspension or debarment and decide whether, or to the extent to which, the debarment or suspension was in accordance with this section. The decision of the Special Magistrate shall be final and conclusive.

(g) Statute of limitations. There is no statute of limitations regarding debarment. The Procurement Manager may debar parties whose contracts have ended.

1.103 EMPLOYEE VERIFICATION

BACKGROUND

Contractor certifies and agrees that all personnel used in the performance of this work have had a criminal background check. The Town reserves the right to request copies of the criminal background check.

1.104 PROHIBITION AGAINST LOBBYING

During the solicitation of any bid or proposal, any firm and its agents, officers or employees who intend to submit, or who have submitted, bids or proposals shall not lobby, either individually or collectively, any Town Council members, candidates for Town Council or any employee of the Town. Contact should only be made through regularly scheduled Town Council meetings, or meetings scheduled through the Procurement Division for purposes of obtaining additional or clarifying information. Any action, including meals, invitations, gifts or gratuities by a submitting

firm, its officers, agents, or employees shall be within the purview of this prohibition and shall result in the immediate disqualification of that firm from further consideration.

During a formal solicitation process, contact with personnel of the Town of Davie other than the Procurement Manager and/or designated representative regarding any such solicitation may be grounds for elimination from the selection process.

1.105 INSPECTOR GENERAL AND ETHICS

In accordance with Section 12.01 of the Broward County Code of Ordinances, the Contractor understands that this Contract may be subject to investigation and/or audit by the Broward County Inspector General. The Contractor understands and agrees to his obligations under this ordinance. The Contractor further understands and agrees that in addition to all other remedies and consequences provided by law the failure of the Contractor or its subcontractors to fully cooperate with the Inspector General, when requested, may be deemed by the Town to be a material breach of the Contract justifying its termination.

END OF SECTION

SECTION 2.0 INSURANCE REQUIREMENTS

| Insurance Checklist | | | |
|---------------------|----------|----------------|---|
| Insurance Type # | Required | Non-Applicable | <u>Insurance Types</u> |
| 1 | √ | | Commercial General Liability |
| 2 | √ | | Automobile Liability |
| 3 | √ | | Workers Compensation and Employers Liability |
| 4 | | √ | Builders Risk |
| 5 | | √ | Pollution Liability |
| 6 | | √ | Professional Liability including Errors and Omissions |
| 7 | | √ | Cyber Liability |
| 8 | | √ | Liquor Liability |
| 9 | | √ | Garage Keepers/Garage Liability |
| 10 | | √ | Other Insurance |

2.1 INSURANCE TYPES

The Contractor shall maintain and carry in full force during the Term the insurance required herein. Upon Town's notification, the Contractor shall furnish to the Procurement Management Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

1. Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 per occurrence for bodily injury and property damage, Products & Completed Operations with minimum limit of \$1,000,000, Personal and Advertising Injury with minimum limit of \$1,000,000. **Town of Davie must be shown as an additional insured with respect to this coverage. The mailing address of Town of Davie 8800 SW 36th Street, Davie, FL 33328, as the certificate holder, must appear on the certificate of insurance. When applicable, the Davie Community Redevelopment Agency must be shown as an additional insured with respect to this coverage. The mailing address to the Davie Community Redevelopment Agency is 8800 SW 36th Street, Davie, FL 33328.**
2. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$1,000,000 per person and \$1,000,000 per occurrence. **Town of Davie must be shown as an additional insured with respect to this coverage. The mailing address of Town of Davie 8800 SW 36th Street, Davie, FL 33328, as the certificate holder, must appear on the certificate of insurance. When applicable, the Davie Community Redevelopment Agency must be shown as an additional insured with respect to this coverage. The mailing address to the Davie Community Redevelopment Agency is 8800 SW 36th Street, Davie, FL 33328.**
3. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440. Must include Employers' Liability with a minimum limit of \$100,000 each accident, Disease each employee minimum limit of \$100,000, Disease policy limit of \$500,000. Should the Contractor be exempt from this Statute, the Contractor and each employee shall hold the Town harmless from any injury incurred during performance of the Contract. The exempt contractor shall also submit a written statement detailing the number of employees and that they are not required to carry Worker's Compensation insurance, and do not anticipate hiring any additional employees during the term of this contract or a copy of a Certificate of Exemption.

4. Builders Risk Insurance shall be afforded by the Contractor, at its expense, with full theft, windstorm, fire and extended coverage on Improvements constructed, and personal property located on the premises by the Contractor, for the benefit of the Town and the Contractor, as each party's interests may appear, in an amount not less than one hundred percent (100%) of the replacement value of the completed Improvements or new construction. Such insurance shall provide that the interest of the Town is included as a loss payee and contain a waiver of subrogation rights by the Contractors carrier against the Town. **Town of Davie must be shown as an additional insured with respect to this coverage. The mailing address of Town of Davie 8800 SW 36th Street, Davie, FL 33328, as the certificate holder, must appear on the certificate of insurance. When applicable, the Davie Community Redevelopment Agency must be shown as an additional insured with respect to this coverage. The mailing address to the Davie Community Redevelopment Agency is 8800 SW 36th Street, Davie, FL 33328.**
5. Pollution Liability Insurance must be afforded for Bodily Injury and Property Damage of not less than \$1,000,000 each claim. **Town of Davie must be shown as an additional insured with respect to this coverage. The mailing address of Town of Davie 8800 SW 36th Street, Davie, FL 33328, as the certificate holder, must appear on the certificate of insurance. When applicable, the Davie Community Redevelopment Agency must be shown as an additional insured with respect to this coverage. The mailing address to the Davie Community Redevelopment Agency is 8800 SW 36th Street, Davie, FL 33328.**
6. Professional Liability Insurance including Errors and Omissions with minimum limits of \$1,000,000.00 per occurrence, if occurrence form is available; or claims made form with "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage," Consultant/Firm may submit annually to the Town a current Certificate of Insurance proving claims made insurance remains in force throughout the same (3) year period.
7. Cyber Liability Insurance must be afforded for Data Breach, Media Content, Privacy Liability and Network Security of not less than \$1,000,000 each claim. **Town of Davie must be shown as an additional insured with respect to this coverage. The mailing address of Town of Davie 8800 SW 36th Street, Davie, FL 33328, as the certificate holder, must appear on the certificate of insurance. When applicable, the Davie Community Redevelopment Agency must be shown as an additional insured with respect to this coverage. The mailing address to the Davie Community Redevelopment Agency is 8800 SW 36th Street, Davie, FL 33328.**
8. Liquor Liability Insurance must be afforded when a licensee, vendor, concessionaire, independent contractor, or subcontractor is engaged in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages while on Town property. Coverage must be afforded for Bodily Injury and Property Damage of not less than \$1,000,000 Combined Single Limit each occurrence. **Town of Davie must be shown as an additional insured with respect to this coverage. The mailing address of Town of Davie 8800 SW 36th Street, Davie, FL 33328, as the certificate holder, must appear on the certificate of insurance. When applicable, the Davie Community Redevelopment Agency must be shown as an additional insured with respect to this coverage. The mailing address to the Davie Community Redevelopment Agency is 8800 SW 36th Street, Davie, FL 33328.**
9. Garage Liability Insurance must be afforded for Bodily Injury and Property Damage of not less than \$1,000,000 each claim. **Town of Davie must be shown as an additional insured with respect to this coverage. The mailing address of Town of Davie 8800 SW 36th Street, Davie, FL 33328, as the certificate holder, must appear on the certificate of insurance. When applicable, the Davie Community Redevelopment Agency must be shown as an additional insured with respect to this coverage. The mailing address to the Davie Community Redevelopment Agency is 8800 SW 36th Street, Davie, FL 33328.**

2.2 INSURANCE COVERAGE

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

- A. The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company,

Oldwick, New Jersey, or its equivalent, subject to the approval of the Town's Risk Management Division.

- B. Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will mail thirty (30) day written advance notice to the certificate holder and any additional insureds. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Town.**

NOTE: TOWN OF DAVIE CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.

- C. Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in the Agreement.
- D. Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after Town notification to Contractor to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Town. If the Contractor fails to submit the required insurance documents in the manner prescribed in the Agreement within twenty (20) calendar days after Town notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Town.
- E. The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Town. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the Town at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Town shall suspend the Contract until such time as the new or renewed certificates are received by the Town in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Town may, at its sole discretion, terminate this contract.

END OF SECTION

SECTION 3.0 SPECIAL CONDITIONS

3.1 PERFORMANCE OF SERVICES

Contractor agrees to perform contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality workmanship shall be acceptable. Services, equipment and workmanship not conforming to the intent of the Agreement or meeting the approval of the Town may be rejected. Replacements and/or rework, as required, shall be accomplished on a timely basis at no additional cost to the Town.

Where an "or equal" is specified, the Town shall be the sole judge in determining equality. Any deviation from these specifications and/or changes during construction must be approved by the Town in writing. If specifications are in contradiction, or if they contain any errors or omissions, proposers shall notify the Procurement Division in writing at least by the RFI deadline stated below, or at the pre-bid conference, to allow sufficient time to resolve all discrepancies.

3.2 REQUESTS FOR INFORMATION (RFI)

Any questions regarding the specifications shall be addressed to the Procurement Manager by the deadline stated herein for receiving RFIs via e-mail at bids@davie-fl.gov.

Any oral instructions given are not binding. All questions and interpretations will be clarified in writing to all proposers by written addenda. Failure of a proposer to receive and/or acknowledge any addendum shall not release the proposer from any obligations under this bid.

3.3 MANDATORY PRE-PROPOSAL CONFERENCE & SITE VISIT

A Mandatory Pre-Proposal Conference will be held on MONDAY, JUNE 5TH, 2023 AT 1:30 PM EST, in the second floor Multipurpose Room of the Utilities Department, 7351 SW 30 St, Davie, FL 33314. A site visit will immediately follow. In order to be eligible to respond to this solicitation, proposers are required to attend the pre-proposal conference and site visit.

The sign in sheet will be available up until the commencement of the pre-proposal conference. Proposers are required to sign in PRIOR to the start of the conference. No one will be permitted to sign in after the meeting starts. Failure to do so will deem bidder absent to the pre-proposal conference and ineligible to respond to this solicitation.

There will be two sites visited after the pre-proposal conference. Vendors will be required to initial at the beginning of the visit at the first location and initial at the end of the visit at the last location, to ensure that everyone is safe and accounted for.

Site 1 - 7351 SW 30 St, Davie, FL 33314
Site 2 - 3500 NW 76 Ave, Hollywood FL 33024

Persons with disabilities requiring accommodations in order to participate should contact the Town Clerk at 954-797-1023 at least forty-eight (48) hours prior to the meeting to request such accommodation. If you are hearing or speech impaired, please contact the Florida Relay Service by using the following numbers: 1-800-955-8770 (voice) or 1-800-955-8771 (TDD).

3.4 SCHEDULE OF EVENTS

The Town will use the following tentative time schedule in the selection process. The Town reserves the right to change and/or delay scheduled dates.

| Event | Date |
|--|------------|
| RFP Available | 05/26/2023 |
| Mandatory Pre-Proposal Conference | 06/05/2023 |
| Last Date Receipt of RFIs (by 5:00 pm EST) | 06/09/2023 |
| Bids Due (2:00 pm EST) | 06/20/2023 |

3.5 EVALUATION & SELECTION METHOD AND CRITERIA

All responses will be reviewed and evaluated by a Review Committee to be designated by the Town Administrator or his/her designee. A recommendation for award will be submitted to the Town Administrator for final approval. The responses shall be evaluated based on the criteria below in order to determine the responses that are in the best overall interest of the Town.

Awards will be made only to responsible, licensed firms possessing the potential ability to perform successfully under the terms and conditions of these specifications. Proposers must be regularly engaged in the trade or trades relating to the proposals submitted.

1. Process

The selection process shall be as follows:

- A. The Review Committee (the "Committee") will first evaluate all firms' qualifications and references in accordance with the Evaluation Criteria below. The Committee shall rank and shortlist firms, where one (1) is the top ranked and so forth. In the event of a single ranking, the Review Committee will evaluate to determine if the sole respondent is in the best interest of the Town. The Review Committee will rank either with a one (1) to confirm negotiations with the sole respondent or a zero (0) to reject the sole respondent.
- B. At the Committee's discretion, top ranked firms may be asked to come in for oral presentations and/or interviews (continue to "D" below).
- C. If presentations are not requested, contract negotiations will then commence with the top ranked firm following Town Council shortlist approval.
- D. If firms are asked to come in for oral presentations and/or interviews:
 - i. Procurement will establish the schedule and firms will be notified within a reasonable time period (see schedule provided herein), in advance of the date, time and place of the presentations. Equal time will be allotted for each firm. The format may consist of formal presentations, questions and answers, and discussion for clarification purposes. The specific format for presentations will be provided to proposers with the notifications. Oral presentations and/or interview sessions will **not** be open to the public.
 - ii. After the oral presentations, interviews and/or proposer facility site visits, the Committee will then conduct a final ranking in accordance with the criteria in item "2" below to determine the top ranked firm considered to be the most capable of performing the required project in the best interest of the Town. The Committee's recommendation will be brought for approval.
- E. The Negotiations Team will negotiate a final agreement beginning with the best evaluated Respondent. Should negotiations be unsuccessful, the Negotiations Team will terminate negotiations with the firm and initiate negotiations with the second-ranked firm and so forth until successful negotiation.
- F. The department will then prepare the agenda item for the next available Council meeting and request the Town Council to approve the final contract, if applicable.

2. Evaluation Criteria

The selection of a Respondent with who to contract shall be based on the proposal most advantageous to the Town based on the “best value to the Town” using the following criteria:

- Best Overall Approach to the Scope of Services
- Firm Qualifications & Experience
- Resources and Availability
- Experience with Governmental Entities
- Client References and Past Performance
- Price Proposal
- Local Preference

3.6 COMPETENCY OF PROPOSERS

This signed bid shall be considered an offer on the part of the proposer or contractor, which offer shall be deemed accepted upon approval by the Town of Davie, if required, and in case of default on the part of the proposer or contractor after such acceptance, the Town of Davie may take such action as it deems appropriate including legal action for the damages or specific performance.

3.7 CONTRACTOR’S EQUIPMENT

All equipment shall be maintained in a safe operating condition while performing work under this contract. Contractor shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the Town shall direct the contractor to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the Town of Davie. The contractor shall be responsible for injury to persons caused by the operation of the equipment.

3.8 EMPLOYEES

Contractor shall provide licensed and insured technicians to perform all work as required by Local, State, and/or Federal Regulations. Contractor shall have “on-site” supervisor fully conversant in the safety procedures to be followed in case of injury and/or accident. All work must be performed following EPA requirements and OSHA safety standards and regulations.

Contractor shall assign an “On Duty” supervisor who speaks and reads English.

Contractor shall have its employees refrain from smoking in municipal buildings unless in those areas designated for smoking.

Contractor shall provide the Town with an emergency contact list identifying the names, positions held, phone numbers, and emails of account manager and/or field supervisor.

3.9 STORAGE OF MATERIALS

The contractor must provide for own storage of material and equipment, if needed. No on-site storage is permitted at the work area or other public areas; unless, it is pre-approved by the Town.

3.10 DISPOSAL OF WASTE

The contractor shall properly dispose, at its own cost, of any waste resulting from the work being performed in an approved facility at an approved site unless otherwise specified in this document. It is the bidder(s) responsibility to become familiar with the existing conditions of all the Town facilities that are included in this bid, to assist them determine the type of equipment necessary to successfully provide the specified services.

3.11 DAMAGE TO PUBLIC OR PRIVATE PROPERTY

If property (public or private) is damaged while contractor is performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the contractor in a manner acceptable to the Town of Davie prior to the final acceptance of the work. Contractor will be responsible for applying and securing any permits that may be required to complete such repairs. Such property shall include but not be limited to: existing facilities and all of its components, site amenities, concrete and/or asphalt surfaces, vehicles, structures, sidewalks, curbs and gutters, driveways, utilities, etc.

Contractor must provide protection necessary to prevent damage to property being repaired or replaced.

If the work site has any pre-existing damage, the Contractor shall notify the Utilities Department in writing. Failure to do so shall obligate the contractor to make repairs per the above section.

3.12 PAYMENT

Payment for work shall be authorized upon completion of all work specified in "Scope of Work" of this specification. Invoices will be subject to verification and approval by the department requesting the service.

3.13 INSPECTIONS

The Contractor and the Town of Davie's representative may meet once a job is completed to discuss any areas of concern. The dates and times for reviewing work will be mutually agreed to by both parties.

3.14 INITIAL CONTRACT PERIOD AND CONTRACT RENEWAL

The initial contract shall be for a period of three (3) years from execution of the agreement. In addition, the Town reserves the right to renew the contract for three (3) additional one (1) year periods, providing that both parties agree that all terms, conditions and specifications remain the same, contingent upon approval by the Town Administrator.

3.15 CONTRACT EXTENSION

In the event of a term contract for goods and services that is scheduled to end because of the expiration of the contract, the Contractor shall continue the service upon the request of the Town Administrator or designee. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the Town.

3.16 NEGOTIATIONS

Contract(s) may be awarded on the basis of offers received, without discussion. Therefore, proposals should contain the Proposer's best terms. Following the evaluation, ranking, and if deemed necessary facility site visits and/or oral presentations, the Evaluation Committee will recommend that a contract be negotiated with the top ranked responsive and responsible Proposer. The Town may enter into contract negotiations with the recommended Proposer or take such other action as it deems to be in the best interest of the Town.

3.17 CONTRACT AWARD

Any contract, as a result of this RFP, will be submitted to Town Administrator for considerations and may be submitted to the Town Council for their approval. The Contract award, if any, shall be made to

RFP# JA-23-59 Chemical System Maintenance and Repair Services

the proposer whose bid shall be deemed by the Town to be in the best interest of the Town. The Town's decision to make the award and which bid is in the best interest of the Town shall be final.

END OF SECTION

SECTION 4.0 CONTENT OF PROPOSAL

Proposals should include but not be limited to the following information:
Proposals should be submitted following the order outlined below.

1. Title Page- shall show the RFP's subject, title and proposal number; the firm's name; the name, address, and telephone number of a contact person; and the date of the proposal.
2. Table of Contents - shall provide listing of all major topics, their associated section number, and starting page.
3. Firm Qualifications and Experience
 - i. Overview of firm - include the location of the office to perform the work and explain the purpose of the firm.
 - ii. Individuals and Qualifications - identify and include qualifications of specific individuals to be assigned to the project. Resumes shall be submitted for each person.
 - iii. Subcontractors -list any sub-contractors that may be used to accomplish this service.
 - iv. Insurance Certifications -provide a copy of Certificates of Insurance evidencing coverage per Town's request.
 - v. Similar Projects- To demonstrate experience and success in conducting similar work, the proposer shall provide a minimum of three (3) references of similar size projects with appropriate reference information, concentrating only on those projects completed within the last five (5) years or currently underway. Please use the Client Reference Form attached to provide such information. NOTE: Please do not include projects completed or currently underway with the Town.
4. Staff Qualifications and Experience
 - i. Provide an organizational chart that includes identification of the project manager and individuals that will perform on-site work for this project.
 - ii. List qualifications of each employee that will be assigned to this contract. Qualifications can be submitted in the form of a resume.
 - iii. Identify point of contact for this contract.
5. Project Approach- State your firm's technical approach to the project and the interpretation of the scope of services. Define the adequacy of resources, including personnel, labor, equipment and supply resources.
6. Price Schedule - Complete and submit Price Proposal Form. The Town reserves the right to negotiate the pricing.
7. All required Town Forms.

It is the Proposer's responsibility to clearly identify and to describe the project approach in response to this RFP. Proposers are cautioned that organization of their response, as well as thoroughness is critical to the Town's evaluation process.

RFP# JA-23-59 Chemical System Maintenance and Repair Services

Proposals should be prepared simply and economically, providing a straight forward, organized, and concise description of the Proposer's ability to meet the requirements of the RFP.

The proposal shall be signed by a representative who is authorized to contractually bind the Contractor.

END OF SECTION

SECTION 5.0 SCOPE OF SERVICES

4.1 SCOPE OF SERVICES

The Contractor/s shall provide maintenance and repair work for chemical systems at the Town of Davie's two (2) water treatment facilities, one (1) wastewater treatment facility, one (1) reuse treatment facility and any associated offsite chemical systems in the distribution and collections systems. All work shall include labor, materials, equipment, temporary equipment, documentation, minor permitting, training and startup services.

4.2 EQUIPMENT TO BE SERVICED

The following are types of equipment that are located throughout all of the Town of Davie's water/wastewater treatment facilities and that the Contractor will be expected to repair and/or replace.

- Chemical metering skids and accessories
- Chemical metering pumps and pump controls
- Chemical storage tanks and associated piping
- Chemical injection piping from storage tanks to chemical metering pumps
- Chemical injection piping from chemical metering pumps to injection points
- Chemical Injection point flow meters
- Compound loop controllers and associated wiring
- Ultrasonic level sensors and associated wiring
- Chlorine, pH and fluoride analyzers and associated piping and wiring
- Temporary equipment supply
- Safety showers/eyewash

4.3 CONTRACTOR RESPONSIBILITIES

The Contractor shall be responsible for providing the following services;

- Testing of chemical systems
- Installation of chemical system equipment including piping, electrical, and instrumentation
- Minor permitting through the applicable regulatory agencies
- Small building installation
- Concrete pad installation
- Emergency spill response, including clean-up and proper disposal
- Documentation of work including Operation and Maintenance (O&M) manuals and record drawings
- Equipment startup services
- Setup and lease of temporary equipment
- Removal of all debris related to set up, repair, maintenance, etc.

- All applicable industry safety standards (OSHA, AWWA, NSF, etc)
- Other services and construction as required supporting the operations and maintenance of the Town of Davie's water, wastewater and reuse facilities chemical systems

4.4 CHEMICAL SYSTEMS

The Town of Davie currently has in place systems for the following chemicals:

- | | |
|-----------------------------------|-----------------------------|
| • Anti-scalent | • Lime |
| • Sulfuric acid | • Sodium hypochlorite |
| • Sodium hydroxide (caustic soda) | • Carbon dioxide |
| • Hydrofluosilicic acid | • Ammonia, Ammonium Sulfate |
| • Corrosion Inhibitor | • Polymer |
| • Odor Control | • Brine |

4.5 HOURLY RATES FOR MAINTENANCE

Business Hours - the Contractor shall provide a fixed hourly rate for work done during normal business hours, Monday through Friday, 7:00a.m. to 5:00p.m.

After Hours - the Contractor shall provide a fixed hourly rate for work done after normal business hours and on Saturday, Sundays and Holidays

The Town honors the following holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving and Day after, Christmas Eve and Christmas Day and New Year's Eve.

Emergency Services - The Contractor shall provide a fixed hourly rate for emergency services, after hours services and holidays, 5:00p.m. or later and weekends. The Contractor shall have the ability to respond for emergency repairs twenty-four (24) hours per day, seven (7) days per week. The Contractor shall be available via telephone, pager, or some other device at all times. Once the Town issues a call for emergency service, the Contractor must be able to reach the site of the emergency within four (4) hours, or shall demonstrate that conditions were such that travel to the site would be extremely hazardous or there was some extraordinary impediment preventing travel to the site. Should this be the case, the Contractor is required to immediately contact the requestor of the emergency service and communicate the problem.

Emergency service and after hours service must be authorized in writing by a Town representative.

The Town shall accept no proposal with a minimum charge stipulation.

NOTE: Man hours paid under this Contract shall be only for productive hours on the job site as determined by the Town. Time spent for transportation of workers, material acquisition, handling and delivery, or for movement of the Contractor's owned or rented equipment is not chargeable directly to Town but is overhead and all costs shall be included in the fixed hourly rates.

4.6 RESPONSE TIME

Any defective product or service or any product or service not delivered or performed by the date specified in a purchase order or Contract, may be procured by the Town on the open market, and any increase in cost may be charged against the Contractor. Any cost incurred by the Town in any re-procurement plus any increased product or service cost will be withheld from any monies owed to the Contractor by the Town for any Contract or financial obligation.

1. Non-Emergency - The Contractor shall respond to non-emergency service calls within four (4) hours by phone and be on-site within twenty-four (24) hours upon notification.
2. Emergency - The Contractor shall respond to emergency service calls within thirty (30) minutes by phone and be on-site within four (4) hours upon notification. It will be at the sole discretion of the Town to determine if the situation is an emergency or not.

4.7 POINT OF CONTACT

The Contractor shall provide to the Town a twenty-four (24) hour point of contact to include name and phone number, which will be able to meet the requirements provided for herein and more particularly described in Sections titled "Hourly Rates for Maintenance" and "Response Time."

4.8 ALL REPAIRS

All repairs shall be pre-approved on a verbal basis by the designated Town representative and a Purchase Order shall follow once the Contractor submits a written quote including a "Cut Sheet" if any pump, chemical injection unit and other components is to replace by a different type/style.

The Contractor shall make approved repairs at the hourly rates cost of materials plus mark-up for parts and materials supplied during general and emergency repairs. The Contractor shall submit a copy of the original invoice for any material purchased as a result of a repair.

- All materials to be used on the job, including, but not limited to, mounting hardware, pipe schedules, uni-strut and conduit type, etc. must be submitted and approved in the job quote.
- Town of Davie reserves the right to pre-select the type of materials to be used on any job.
- The Town shall not be responsible for the Contractor's negligence or lack of due care if the wrong materials are purchased or if materials are purchased without the pre-approved consent of an authorized Town representative.

Additional Services Provided by the usage of a rental equipment shall be considered the same as material plus markup. Invoices of rental equipment must be provided in order to receive payment. For all repairs, the Town reserves the right to utilize the Town's established purchasing policy and shall have the option to solicit additional quotes or request proposals for the repair as required, for any repairs that may be deemed necessary throughout the term of this contract.

4.9 STAFFING REQUIREMENTS

1. At all times during the term of this contract, the Contractor shall have in his employment a minimum of two (2) technicians to perform the service under this contract.
2. Technicians shall have performed maintenance/repair on similar equipment for at least two (2) years.
3. Technicians shall be in the Contractor's employment at the time of the Contractor submits their proposal.

4.10 BRAND NAME OR APPROVED EQUAL REQUIREMENTS

It is the Contractor's responsibility, that when called for a repair or maintenance, to familiarize itself with the Town's chemical systems and use the appropriate equipment manufacturer for the various piping and parts used in the system.

The Town shall not accept any other equipment manufacturers unless prior approval is obtained from a Town representative. The Contractor shall be responsible for providing all equipment, accessories, spare parts, and documentation and installation supervision required for any repair or maintenance.

4.11 WARRANTY

The products proposed shall have a minimum of a two (2) year warranty. This warranty shall cover all parts and labor necessary to make all repairs. The products shall have manufacturer's warranty against defective material, workmanship and failure to perform in accordance with required performance criteria.

Manufacturer shall warrant each repair against operational failure caused by defective material or faulty workmanship, which occurs during normal use and operation.

The Contractor shall provide all warranty information with repairs. This warranty shall cover all parts and labor associated with warranty repairs performed on site. It shall be the Contractor's responsibility to pick up, transport the equipment to their service department if necessary in order to accomplish the repairs and deliver the equipment back to the Town.

The Contractor shall have a warranty repair facility within a 100 mile radius of the Town. The Contractor shall satisfy the Town that they have an adequate service and repair facility capable of maintaining the equipment as recommended by the manufacturer.

4.12 SAFETY

The Contractor shall be responsible for the safe conduct of his/her personnel during the execution of the work detailed herein. The Contractor shall meet or exceed the standards set for by the Occupational Safety and Health Administration (OSHA) and requirements established by the Federal, State and Local agencies.

Should an unsafe condition be identified during the execution of this work, the Contractor shall immediately suspend such activity until a safe method can be employed.

4.13 PARTS

The Contractor shall keep an ample inventory of high use parts to ensure parts availability.

4.14 METHOD OF PAYMENT

Invoices for payment may be sent via mail to:

Town of Davie Utilities Department
ATT: Accounts Payable
7351 SW 30 St
Davie, FL 33314

Invoices for payment may be sent via email to: Utilitiesbilling@davie-fl.gov

The Contractor shall submit invoices upon acceptance by the Town. Invoices shall include, but are not limited to the following:

- Contractor's name
- Contactor's address and phone number
- The Town's Purchase Order number, Contract number
- Date of service
- Itemized description and pricing for materials
- Invoice from supplier for all purchased materials (as applicable)
- Number of employees that worked
- Number of hours worked by each employee
- Title of the employee
- Hourly rate times the number of hours worked

The Town will endeavor to make a payment on a correct invoice within thirty (30) days after receipt of an invoice acceptable to the Town.

END OF SECTION

SECTION 6.0 PRICE PROPOSAL FORM

| Hourly Rate | | |
|-------------|--|------------|
| ITEM | DESCRIPTION | UNIT PRICE |
| 1 | Regular time rate for service technician | \$ |
| 2 | Overtime/emergency rate for service technician | \$ |
| 3 | Regular time rate for service helper | \$ |
| 4 | Overtime rate for service helper | \$ |
| 5 | Regular time rate for day laborers | \$ |
| 6 | Overtime rate for day laborers | \$ |
| 7 | Regular time rate for engineering personnel | \$ |
| 8 | Overtime rate for engineering personnel | \$ |
| 9 | % Mark up for parts (materials and equipment cost) | _____ % |

Notes:

1. Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.
2. Alternate bids will not be considered unless authorized in the RFP document.

IMPORTANT: This signed proposal form shall be considered an offer on the part of the proposer. Failure to sign this form is grounds for immediate disqualification. By signing this document, you are affirming that you have read and understood the terms, conditions, and information included within this solicitation. That all the information provided above is true and accurate. That the business associated with this solicitation has not been debarred, convicted of a public entity crime, and does not have a conflict of interest in any manner as described herein. That you have the proper authority to sign this document and the ability to bind this business entity to the terms and conditions herein.

| |
|------------------------------|
| Vendor Name: |
| Authorized Signature: |
| Print Name: |
| Title: |

RFP Checklist

The following are requirements of this RFP, as indicated below. Use of this checklist may help ensure that your submission is complete.

Place a check mark in the "Done" column as you complete and enclose each item.

| Required | Done | Requirement |
|----------|------|---|
| √ | | Completed and Signed Price Proposal Form |
| √ | | Acknowledgement of Addenda (if any) |
| √ | | Local Preference Form (if applicable) |
| √ | | Client Reference Form |
| √ | | Bidder/Proposer Questionnaire |
| √ | | Vendor Registration Form |
| √ | | Licenses and/or Certifications (if applicable) |
| √ | | Proof of Insurance |
| √ | | Business Tax Receipt [Occupational License(s)] |
| √ | | State of FL Sunbiz <i>OR</i> State Registration (if not required to have State of FL Sunbiz) |
| √ | | W9 |

This checklist is for your guidance. Please read the entire RFP thoroughly to ensure that your submission is complete.

Proposer agrees to accept the VISA Procurement card for payment.
Circle one: YES OR NO

SECTION 7.0 REQUIRED FORMS

AFFIDAVIT OF ELIGIBILITY FOR LOCAL VENDOR PREFERENCE
(Davie Code of Ordinances Sec. 2-326)

****Complete the boxes below as applicable:****

1. ____ My Business is located within the **Town of Davie**.

| | |
|---|---------------------|
| Legal Name of Firm: | |
| Taxpayer ID No.: | |
| Physical Address: <i>SHALL NOT BE A P.O. BOX OR RESIDENCE</i> | |
| Phone Number: | |
| Email Address: | |
| Has the business name changed since it was opened in Davie? Yes ____ No ____ | |
| If yes, provide the previous business name: | |
| Date your business was established in Town of Davie: | |
| Business License Number: | Date Issued: |
| The business employs _____ (insert a number) full time employees. | |

2. ____ My Business is located within **Broward County**.

| | |
|--|---------------------|
| Legal Name of Firm: | |
| Taxpayer ID No.: | |
| Physical Address: <i>SHALL NOT BE A P.O. BOX OR RESIDENCE</i> | |
| Phone Number: | |
| Email Address: | |
| Has the business name changed since it was opened in Broward County? Yes ____ No ____ | |
| If yes, provide the previous business name: | |
| Date your business was established in Broward County: | |
| Business License Number: | Date Issued: |
| The business employs _____ (insert a number) full time employees. | |

____ I have attached copies of applicable Business Tax Receipt(s) (REQUIRED).

The undersigned states that the forgoing statements are true and correct. The undersigned also acknowledges that any person, firm, corporation or entity intentionally submitting false information to the Town in an attempt to qualify for local preference shall be prohibited from bidding on Town of Davie products and services for a period of one (1) year.

Authorized Signatory: _____ Print Name: _____

CLIENT REFERENCE FORM

Provide a minimum of three (3) client references from recent similar transactions, be sure to include details/description of the project/service provided*.

1) Name of Client Entity: _____
Address: _____
City/State/Zip: _____
Contact: _____
Title: _____
Email Address: _____
Telephone: _____
Scope of Work: _____
*Description of Services Provided: _____

2) Name of Client Entity: _____
Address: _____
City/State/Zip: _____
Contact: _____
Title: _____
Email Address: _____
Telephone: _____
Scope of Work: _____
*Description of Services Provided: _____

3) Name of Client Entity: _____
Address: _____
City/State/Zip: _____
Contact: _____
Title: _____
Email Address: _____
Telephone: _____
Scope of Work: _____
*Description of Services Provided: _____

REQUIRED PROPOSER/BIDDER QUESTIONNAIRE

Name of Firm: _____ Date: _____

Primary Contact Person for this RFP: _____

Primary Contact Person Email Address: _____

Primary Contact Person Phone Number: _____

1. How many years has your firm been in business under its present business name?: _____

2. Under what other former name(s) has your firm operated?: _____

3. Have any similar agreements held by proposer for a similar project to the proposed project ever been canceled? Circle one: **No** **Yes** If yes, please explain: _____

4. Has the proposer or any principals of the firm failed to qualify as a responsible proposer, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? Circle one: **No** **Yes**

If yes, please explain: _____

5. Has the proposer or any principals of the firm ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? Circle one: **No** **Yes**

If yes, please explain and give date, court jurisdiction, action taken, and any other explanation deemed necessary: _____

6. Litigation/Judgements/Settlements/Debarments/Suspensions – Submit information on any pending litigation and any judgements and settlements of court cases relative to providing the services requested herein that have occurred within the last three (3) years. Also indicate if your firm has been debarred or suspended from bidding or proposing on a procurement project by any government entity during the last five (5) years. _____

7. Provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations.

VENDOR INFORMATION

Is this a form being filled out as a new application or an update to an existing application?

New Application ☐

Updating Application ☐

Vendor Name:

(Business Name Registered With The State OR Full Name If An Individual)

Mailing Address:

Remit to Address

(If Different from Mailing Address):

Contact Name:

Telephone:

Federal Tax ID Number:

Fax Number:

Company Email Address:

Business Website (If Applicable):

Emergency Contact Information

Please enter information the Town can use to contact you for disaster or emergency services below

Name

Contact Information

Have you been awarded any government contracts recently or in the past? If yes, please list the contract #'s, the agency, the service provided , and if it is still active.

Products & Services

In the space provided below please indicate any product or services that your firm provides

Ownership Disclosure

1. If the contract or business transaction is with a company, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and address are as follows (Post Office addresses are not acceptable):

| <u>Full Legal Name</u> | <u>Address</u> | <u>Ownership %</u> |
|------------------------|----------------|--------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

2. The full legal names and business addresses of any other individual (other than subcontractors, materialmen, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest in the contract or business transaction with the Town are as follows (Post Office addresses are not acceptable):

| <u>Full Legal Name</u> | <u>Address</u> |
|------------------------|----------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

3. The officers of the Corporation are as follows:

Name

Address

President: _____

Vice President: _____

Secretary: _____

Treasurer: _____

Registered Agent: _____

TOWN OF DAVIE
CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

_____ does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Cuba or Syria.

Affirm: ☐

TOWN OF DAVIE CERTIFICATION REGARDING DEBARMENT

Certification Regarding Debarment, Suspension And Other Responsibility Matters TO BE COMPLETED BY PROSPECTIVE VENDOR

A. The prospective Vendor certifies that it and its principals (subcontractors and suppliers):

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or involuntarily excluded by any Federal, State, County, City or Town or other government agency;
2. Have not within a three (3) year period preceding this bid proposal been convicted of or had a civil judgment entered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, City or Town or other local agency) transaction or contract; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) within commission of any of the offenses enumerated in paragraph (A)(2) of this certification; and
4. Have not within a three (3) year period preceding this bid proposal had one or more public contracts (Federal, State, City or Town or other agency) terminated for cause or default.

B. Where the prospective Vendor is unable to certify to any of the statements in this certification, an authorized signatory to this proposal shall complete, sign and attach a detailed explanation.

Affirm: ☐

E-VERIFY FORM

Company/FirmName:

Vendor/Consultant/Contractor and any sub-contractors shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of the resulting Contract/Purchase Order, if awarded. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the Town as a result of the termination of this contract.

Vendor/Consultant acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- (a) all persons employed by Vendor/Consultant to perform employment duties within Florida during the term of the contract; and
- (b) all persons (including SUBCONTRACTORS/SUBVENDORS) assigned by Vendor/Consultant to perform work pursuant to the contract with the Department. The Vendor/Consultant acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Davie.

By executing this form, I, _____, being duly authorized by and on behalf of, Contractor, verify Contractor's compliance with Section 448.095, Fla. Stat. I hereby declare under penalty of perjury that the foregoing is true and correct.

Affirm: ☐

Vendor or Contractor Conflict of Interest Disclosure Statement

What Defines A Conflict Of Interest According To The Town:

A. An officer, director, employee, agent, or other consultant of the Town or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with a grant of the Agreement with the Town or its Departments.

B. There are undisclosed persons or entities interested with the Contractor in the Agreement. The Agreement is entered into by the Contractor with a connection with another entity or person making a proposal for the same purpose, and possibly with collusion, fraud or conflict of interest. Elected or appointed officer(s) or official(s), director(s), employee(s), agent(s) or other consultant(s) of the Town, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:

- 1.) Is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of the Agreement, or in the services, supplies or work, to which the Agreement relates or in any portion of the revenues; or
- 2.) Is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge, any subcontractor or supplier to the Contractor.

DISCLOSURE OF CONFLICT OF INTEREST

VENDOR SHALL DISCLOSE BELOW, TO THE BEST OF HIS OR HER KNOWLEDGE, ANY TOWN OF DAVIE OFFICER OR EMPLOYEE, OR ANY RELATIVE OF ANY SUCH OFFICER OR EMPLOYEE AS DEFINED ABOVE AND IN SECTION 112.3135, FLORIDA STATUTES, WHO IS AN OFFICER, PARTNER, DIRECTOR OR PROPRIETOR OF, OR HAS A MATERIAL INTEREST IN THE VENDOR'S BUSINESS OR ITS PARENT COMPANY, ANY SUBSIDIARY, OR AFFILIATED COMPANY, WHETHER SUCH TOWN OFFICIAL OR EMPLOYEE IS IN A POSITION TO INFLUENCE THIS PROCUREMENT OR NOT.

Please indicate below if there is a Conflict Of Interest.

(Please select one option)

☐

YES

☐

NO

If you indicated yes above please list the names and relationships of those who you believe would lead to a conflict of interest in the space provided below

Name:

Relationship:

By signing this document you are affirming that you have read and understood the terms, conditions, and information above. That all the information provided above is true and accurate. That the business associated with this application has not been debarred and does not have a conflict of interest in any manner as described above. That you have the proper authority to sign this document.

Name & Title, Typed or Printed

Authorized Signature

Date

Additional Information

Certain forms are required in order for this vendor registration form to be processed. These forms are listed below.

- W-9 Form
- Business Tax Receipt [Occupational License(s)] (Required if Vendor is based in Broward County)

These forms must be received together with this registration form.

Note:

Email this registration form along with attachments to:

purchasing@davie-fl.gov

SOURCE OF INFORMATION SURVEY

How did you find out about this solicitation? Check all that apply:

1. www.davie-fl.gov

2. www.demandstar.com

3. The Sun-Sentinel

5. Referral/word-of-mouth Specify Source: _____

6. Search Engine/Internet search

7. E-mail Specify Source: _____

8. Banner or Link on another website

9. Flyer, newsletter, direct mail Specify Source: _____

10. Other, Specify Source: _____

Please note: This survey form is used for internal Procurement purposes only.

REASON FOR “NO BID”

For firms choosing NOT to bid/propose on this opportunity, the Town appreciates your response using this form.

Please return via email to bids@davie-fl.gov or procurement@davie-fl.gov:

1. Why did your firm chose not to respond to this opportunity?

Circle all that apply from below list: _____

- a. We do not offer these services or equivalent.
- b. Insufficient time to respond to the solicitation.
- c. Our project schedule would not permit us to perform.
- d. Unable to meet requirements.
- e. Other:

2. Additional remarks:

SAMPLE AGREEMENT ONLY

AGREEMENT No. [REDACTED]
BETWEEN THE TOWN OF DAVIE
AND
FIRM'S NAME [REDACTED]

THIS AGREEMENT is made and entered into as of this _____ day of _____, 202X by and between **Firm Name Here** a corporation organized and existing under the laws of the **State of** [REDACTED], with offices at **Complete Address Here** (hereinafter referred to as the "Contractor"), and the Town of Davie, a political subdivision of the State of Florida, having its principal office at 8800 SW 36th Street, Davie, FL 33328 (hereinafter referred to as the "Town").

WITNESSETH:

WHEREAS, the Contractor has offered to provide the materials and/or services and to be bound by the Plans and the terms and conditions of the **Request for Proposals/Qualifications ("RFP")/("RFQ") No.** [REDACTED] **Complete Title Here**, which includes the General Terms and Conditions of the Request for Proposals, Specifications, Bid Forms, and associated addenda attached hereto and incorporated herein as Exhibit "A", and the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B"; and

WHEREAS, the Contractor has submitted a written proposal dated **type their proposal date here**, hereinafter referred to as the "Contractor's Proposal", the terms of which are incorporated herein by reference as if fully set forth herein; and

WHEREAS, the Town desires to procure from the Contractor such services for the Town, in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. The Contractor agrees to provide the materials and/or services pursuant to and to be bound by the terms and conditions of the Request for Proposals, which includes General Terms and Conditions, Specifications, Bid Forms, and associated addenda and the terms of which are incorporated herein by reference as if fully set forth herein and attached hereto as Exhibit "A", and the Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".
2. The Town agrees to abide by and to be bound by the terms and conditions of the Request for Proposals, which includes General Terms and Conditions, Specifications, Bid Forms, and associated addenda attached hereto and incorporated herein as Exhibit "A", and by the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".
3. Contractor shall deliver materials and/or provide services in accordance with the terms and conditions of the Request for Proposals, Bid Forms and addenda attached hereto and incorporated herein as Exhibit "A" and with the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

4. The Town agrees to make payment in accordance with the terms and conditions of the Request for Proposals, Bid Forms and addenda attached hereto and incorporated herein as Exhibit “A” and with the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit “B”.

5. This Agreement and attachments hereto constitute the entire agreement between the parties hereto, and its provisions shall not be amended, except in writing, after formal approval by both parties.

6. This Agreement will commence as provided for in Agreement No. [REDACTED] unless Contractor is otherwise notified by the Town [or enter specific initial term and renewal terms here]. Any extension to this Agreement shall be in writing. The Town Administrator is authorized to extend or terminate this Agreement on behalf of the Town.

7. In addition to any other contractual indemnification provisions in Exhibit “A” or Exhibit “B” in favor of the Town, Contractor hereby agrees to indemnify and hold the Town harmless from any and all claims, suits, actions, damages, causes of action, and attorney’s fees, arising from any personal injury, loss of life, or damage to person or property sustained by reason of or as a result of the products or materials used or supplied in the performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on this _____ day of _____, 202X.

SAMPLE AGREEMENT ONLY

Registering for DemandStar



We are pleased to announce our membership in the DemandStar network. DemandStar is an online marketplace that connects our suppliers directly to the bids, quotes and RFPs that matter to them.

DemandStar is open and accessible to all businesses and provides instant access to our solicitations. By registering for your complimentary DemandStar account, you will receive:

- **Instant** access to bids, quotes and RFPs
- **Automatic** notifications, right to you inbox, of bids that match the commodity codes you select
- The ability to **quickly view** the contractual terms and scope of work
- All the **forms and documents** you need in one place
- Access to **more government bids** in neighboring cities, counties and states

It's EASY! Get started with these 3 easy steps!

1 REGISTER

Go to:

<https://www.demandstar.com/registration>

Create an Account with DemandStar

You are one step away from picking your free government agency

Email Address

Company Name

☐ I accept the DemandStar [Terms of Use](#) and [Privacy Policy](#)

Next



2 CHOOSE YOUR FREE AGENCY

Type in the name of the government agency you'd like to add, for example "City of Metropolis" in the Search Box

← Choose Your Free Agency

Receive full access to the government agency of your choice and receive advance notifications of new opportunities.

City of Metropolis

×

Narrow down your search by selecting a state and county.

State

County

Select State

▼

Select County

▼

☐ City of Metropolis – Board of Commisioners


☐ City of Metropolis Purchasing

☒ Metropolis Technical College

3 CHECK OUT

Check out with your **FREE AGENCY**
Registration by clicking "Skip for now" on the page where it gives you options to add additional counties and States

You have chosen **Metropolis Technical College** as your free agency.
Add additional government agencies below for \$25 per County, Statewide and National subscriptions available.

My Subscriptions  [0]

Nation (0)

States (0)

Counties (0)

| | | Your Current Rate |
|-------|-------------------|-------------------|
| Total | (0 subscriptions) | \$0/year |



Proceed to Checkout

Skip for Now

SIGN UP

Visit www.demandstar.com



Responding to an Electronic Bid

5 Step Instructions

Step 1

Many governments are moving toward requiring bid responses electronically. Here are the steps to respond to a bid Electronically.

- Click on the solicitation name

The screenshot shows a web interface for a procurement portal. At the top, there are tabs: 'Board', 'Bids' (highlighted), 'Quotes', 'Coming Soon! Activities', 'Coming Soon! Messages', and 'Responses'. Below the tabs is a dark blue header bar. Underneath, there's a yellow arrow pointing right with the word 'Bids' inside. To the right of this arrow is a 'Sort By' dropdown menu set to 'Due Date'. Below these elements is a list of three bid items. A red arrow points to the first item, 'TSEBIDVINO24JAN01'. Each item has a title, a description, an ID, broadcast and due dates, the number of planholders, and a 'Watch' button. The status of each item is shown in a yellow box on the right.

| Bid Title | Description | ID | Broadcast | Due | Planholders | Watch | Status |
|-------------------|--|---------------------------------|-----------|-----------|-------------|-------|--------|
| TSEBIDVINO24JAN01 | City of Fort Pierce - Purchasing Department, Fort Pierce, AZ | BID-TSEBIDVINO24JAN01-0-2020/al | 1/24/2020 | 3/1/2020 | 3 | Watch | Active |
| AA-BB-CC-DD-EE | agency2.0, Texas, FL | EBID-001-946-00-0-2020/AD | 2/4/2020 | 2/29/2020 | 0 | Watch | Active |
| TESTBID | agency2.0, Texas, FL | | | | | | Active |

Step 2

Once you are in the solicitation, you will see the Bid Details page that is standard for all solicitations

- When you are ready to submit your bid, click on “Submit E-Bid Proposal”

TESTBID **Active**

Bid Details

| | |
|-----------------|-----------------------------|
| Agency Name | agency2.0 |
| Bid Writer | agency2.0 d |
| Bid ID | EBID-123456-Q-2020/AD |
| Bid Type | EBID - E-BID |
| Broadcast Date | 02/06/2020 9:40 AM Eastern |
| Fiscal Year | 2020 |
| Due | 02/23/2020 11:00 PM Eastern |
| Bid Status Text | BID STATUS |

Scope of Work

Scope to Work:

Documents

| Filename | Type | Date Modified | Status |
|----------|------------|---------------|----------|
| ferc | Attachment | 02/06/2020 | Complete |

Distribution Info

| | |
|--------------------------|--|
| Bid Bond | None |
| Plan (blueprint) | None |
| E-Bidding | Submit |
| Distributed By | DemandStar |
| Distribution Method | Download and Mail |
| Distribution Options | Bid has no blueprints associated with it |
| Project Estimated Budget | \$120,000.00 |
| Distribution Notes | None |

Publications

[View Legal Ad](#)

Pre-Bid Conference

No Pre-Bid Conference Date Found

Commodity Code

[001-946-00] FINANCIAL SERVICES

Submit E-Bid Proposal

Step 3

Enter information requested page-by-page and you can see what will come next via the menu bar on the left under “E-Bid Progress”



DEMANDSTAR

Dashboard Bids Quotes Coming Soon! Activities Coming Soon! Messages Responses

Robyn Galiardi

Home > Bids > TESTBID > My Ebid Response

Save & Finish Later Cancel

Bid Details

Agency Name agency2.0

Bid Number EBID-123456-0-2020/AD

Bid Due Date 02/29/2020 (PST)

Bid Opening 23 days, 04 hours, 23 minutes, 54 seconds Remaining

Bid Name TESTBID

E-Bid Progress

- Contact Information
- Documents Upload
- Review Bid

E-Bid Response

Contact Information

Company Name
Calgon Carbon Corporation

Address 1
P. O. Box 717

Address 2
Address 2 (optional)

City
Pittsburgh

Country United States of Ame... State/Province Pennsylvania

County Select... Postal Code 15230-0717

Phone Number 4127876810 Extension (optional)

Bid Amount 127,000 Invalid Alternate Bid Amount (optional)

Notes
For the full 6 month contract (optional)

Next

Step 4

After you click NEXT on the Contact Information page, you will be directed to enter the documents required. In this example, they only ask for one document, however, in others, they may ask for multiple documents that each need to be uploaded separately.

TIP:

There is a place for you to add “Supplemental”, i.e. non-required, documents.

The screenshot shows the DEMANDSTAR E-Bid Response interface. The top navigation bar includes links for Dashboard, Bids, Quotes, Activities, Messages, and Responses. The user is logged in as Robyn Gallardi. The breadcrumb trail is Home > Bids > TESTBID > My Ebid Response. The interface is divided into two main sections: Bid Details and E-Bid Response.

Bid Details:

- Agency Name: agency2.0
- Bid Number: EBID-123456-0-2020/AD
- Bid Due Date: 02/29/2020 (PST)
- Bid Opening: 23 days, 04 hours, 17 minutes, 21 seconds Remaining
- Bid Name: TESTBID

E-Bid Progress:

- Contact Information (Completed)
- Documents Upload (Current Step)
- Review Bid (Upcoming)

E-Bid Response:

Required Documents:

The following documents are required by the agency for this project. Please select which documents you will be submitting electronically (online), and which ones you will submit directly to the agency (offline).

Agency Accepted File Formats:

- Adobe Acrobat (*.PDF)
- AutoCAD Drawing (*.DWG)
- AutoCAD Drawing Web Format (*.DWF)
- GIF Image (*.GIF)
- JPEG Image (*.JPG)
- Microsoft Excel (*.XLS)
- Microsoft Excel (*.XLSX)
- Microsoft PowerPoint (*.PPT)
- Microsoft Word (*.DOC)
- Microsoft Word (*.DOCX)
- Plain Text (*.TXT)
- Plot file (*.PLT)
- Rich Text Format (*.RTF)
- TIFF Image (*.TIF)
- WordPerfect (*.WPD)
- ZIP Compressed Archive (*.ZIP)

| Required Document | Submission Option | Uploaded Document |
|-----------------------|-------------------|-------------------|
| Service Doc agency2.0 | None | Choose a file |

Supplemental Documents:

You can upload additional documents here.

Document Title:

Step 4 continued

TIP:

There is a place for you to add “Supplemental”, i.e. non-required, documents.

Bid Details

Agency Name: agency2.0
Bid Number: EEID-123456-0-2020/AO
Bid Due Date: 02/28/2020 (PST)
Bid Opening: 19 days, 13 hours, 28 minutes, 21 seconds Remaining
Bid Name: TESTBID

E-Bid Progress

- Contact Information
- Documents Upload
- Review Bid

E-Bid Response

Required Documents

The following documents are required by the agency for this project. Please select which documents you will be submitting electronically (online), and which ones you will submit directly to the agency (offline).

Agency Accepted File Formats

| | |
|--------------------------------------|--------------------------------|
| Adobe Acrobat (*.PDF) | AutoCAD Drawing (*.DWG) |
| AutoCAD Drawing (Web Format) (*.DWG) | GIF Image (*.GIF) |
| JPEG Image (*.JPG) | Microsoft Excel (*.XLS) |
| Microsoft Excel (*.XLSX) | Microsoft PowerPoint (*.PPT) |
| Microsoft Word (*.DOC) | Microsoft Word (*.DOCX) |
| Plain Text (*.TXT) | Plot File (*.PLT) |
| Rich Text Format (*.RTF) | TIFF Image (*.TIF) |
| WordPerfect (*.WP) | ZIP Compressed Archive (*.ZIP) |

| Required Document | Submission Option | Uploaded Document |
|-----------------------|-------------------|---------------------------|
| Service Doc agency2.0 | Electronic/Online | Service Doc agency2.0.TXT |

Supplemental Documents

You can upload additional documents here.

Document Title: Add Document

| Required Document | Submission Option | Uploaded Document |
|-----------------------|-------------------|----------------------------|
| Service Doc agency2.0 | Electronic/Online | Service Doc agency2.0.PDF |
| References | Electronic/Online | References.PDF |
| Plans | Online/Electronic | Choose a file |

Previous Upload

Step 5

Review Your E-Bid Response, and if everything is correct, then press “Submit Response”

You are done! And the government to which you’ve submitted this will download your responses and documents and see the day and time upon which you submitted your proposal.

The screenshot displays the DEMANDSTAR web application interface. The top navigation bar includes links for Dashboard, Bids, Quotes, Activities, Messages, and Responses. The user is logged in as Robyn Galiardi. The main content area is titled 'Review Your E-Bid Response' and is divided into two columns.

Left Column:

- Bid Details:**
 - Agency Name: agency2.0
 - Bid Number: EBID-123456-9-2020/AD
 - Bid Due Date: 02/25/2020 (PST)
 - Bid Opening: 23 days, 04 hours, 10 minutes, 47 seconds Remaining
 - Bid Name: TESTBID
- E-Bid Progress:**
 - Contact Information
 - Documents Upload
 - Review Bid (Current Step)

Right Column:

- Contact Info:**
 - Company Name: Calgon Carbon Corporation
 - Address 1: P.O. Box 717
 - Address 2:
 - City: Pittsburgh
 - State: Pennsylvania
 - Country: United States of America
 - Postal Code: 15203-0717
 - Phone Number: 4127876810
 - Tax:
 - Bid Amount: 3127,000.00
 - Alternate Bid Amount:
 - Notes: For the full 6 month contract
- Agency Required Documents:**
 - Service Doc agency2.0(Electronic/Online)
- Supplemental Documents:**
 - References(Electronic/Online)

Footer/Instructions:

After clicking "Submit Response" the following process will begin:

1. We will verify that your response is complete as entered.
2. You will see a confirmation page with your confirmation number and date/time stamp of your upload.
3. You will receive a confirmation e-mail indicating a successful response submittal.
4. You may track your response submission under the Responses page.

If you do not receive any of the above, please call Supplier Services at (204) 940-0005.

At the bottom, there are two buttons: 'Previous' and 'Submit Response'. A red arrow points to the 'Submit Response' button.

Conference Call/Online Meeting Instructions

Webex Event Instructions Link:

https://help.webex.com/en-us/kwmj5eb/Join-a-Cisco-Webex-Event#id_17240

WebEx Meeting Instructions Links

(Click appropriate link for instructions)

Desktop: https://help.webex.com/en-us/nrbgeodb/Join-a-Webex-Meeting#id_134856

Mobile: https://help.webex.com/en-us/nrbgeodb/Join-a-Webex-Meeting#id_135069

Web: https://help.webex.com/en-us/nrbgeodb/Join-a-Webex-Meeting#id_135013

Phone Only: https://help.webex.com/en-us/nrbgeodb/Join-a-Webex-Meeting#id_134853

VENDOR REQUIREMENTS GUIDE

The purpose of this section is to assist you with certain requirements when doing business with the Town. The below listed key points have been developed to assist you in providing necessary information that will result in a smoother procurement and contracting process. This will expedite the ordering process and help to ensure your payments are made in a timely fashion.

When Providing A Quote Related To A Contract, Please Do The Following

- a. You must reference the contract number that is being utilized to develop the quote.
- b. You must remove any extraneous terms and conditions that are not related to the referenced contract on your quote.
- c. Remove any request for an authorized signature on the quote. A purchase order can be provided.
- d. If you are quoting prices based on a cost-plus contract, please show your $\text{Cost} + \% \text{ of Markup} = \text{Total Cost}$. This will help us verify that your pricing complies with the contract. We ask that you provide evidence of your cost (supplier invoice/receipt) using this model.
- e. If you are quoting prices based on a discount off list, please show $\text{List Price} + \% \text{ Discount} = \text{Total Cost}$. This will help us verify that your pricing complies with the contract and will provide evidence of the list price as well.
- f. If your quoted prices are based on a unit price contract, please ensure the pricing matches the contract.
- g. If permits are applicable, please be sure to include those costs on your quote.
- h. Please verify if freight is allowed, or not, before submitting your quote.
- i. Is installation applicable to the contract, or not? If not, please be sure to notate.
- j. When awarded a contract by the Town or the Town chooses to piggyback a contract, please inform all sales and accounting teams that the Town will be utilizing said contract.
- k. Please ensure all pricing is loaded into your information system.

All Invoices To The Town **MUST** Include The Following Information Or It **WILL** Be Rejected.

- a. Must include a PO# when a purchase order has been provided.
- b. Must include a non-repetitive invoice number.
- c. Must show contract pricing, if applicable to a contract.
- d. No freight charges shall be included unless the contract provides for freight terms.
- e. All invoices shall be sent to the ordering department or division. This will help to expedite your payment process. Some departments have set up e-mail addresses to which invoices should be submitted. It is advisable to request such email address when speaking to the department you are doing business with.
- f. The Town's policy is to pay within 30 days; however, Florida Law is net 45 days from the receipt of a **proper** invoice.
- g. The Town is a Tax-Exempt entity therefore all sales tax shall be excluded.
- h. The Town will pay either by Purchasing Card (credit card) or Purchase Order/Invoice. The Town will not pay any convenience fees for Purchasing Card transactions. If it is your policy to charge transaction fees, you must request a PO before an order is placed.

Packages And Deliveries

All packages must include the "ship to" address and contact information of the person who placed the order on the outside of the package. Without this information, the Town may be unable to verify delivery.

Vendor Self Service

If you are already registered as a vendor with the Town click below to visit the Vendor Self Service Portal to check information on 1099 History, Payments, Purchase Orders and Invoices that the Town has on file.





ADDENDUM TO RFP DOCUMENTS

| | | | |
|---------------------|---|---------------------|--------------------------------------|
| SOLICITATION | RFP No. JA-23-59 Chemical System Maintenance and Repair Services | | |
| ADDENDUM No. | 1 | RFP DUE DATE | 2:00 PM EST ON 06/20/2023 |
| | | TODAY'S DATE | 6/13/2023 |

To All Proposers:

This addendum is issued to modify the previously issued solicitation documents and/or given for informational purposes and is hereby made a part of the solicitation documents. Please attach this addendum to the documents in your possession and acknowledge receipt of this addendum in the space provided.

SECTION UPDATES

Section 4.8 ALL REPAIRS has been updated to include the following paragraphs:

The contractor will be allowed to invoice for miscellaneous materials (also known as 'truck stock' or 'stock'). Miscellaneous materials is defined as materials that are already owned by the contractor, and are incidentally used to complete the repairs. The cost of miscellaneous materials shall never exceed \$1,000 per repair. Miscellaneous materials are not intended to be abused by the contractor; therefore, it will require the approval of the Project Manager. A decision by the Project Manager pertaining invoicing of miscellaneous materials is final, whether it is in favor or against the contractor. No back up will be required for the invoicing of miscellaneous materials; however, the contractor will be required to list such miscellaneous materials in the invoice, already owned by his company, and used for invoiced repairs. Miscellaneous materials are not subject to the contract percentage mark up. Taxes paid by the Contractor for parts/ materials may be billed as pass through to the Town. Taxes are not subject to the contract percentage mark up.

Additional Services provided by the use of a subcontractor shall be reimbursed at the actual cost of the subcontractors' work. Invoices from subcontractors must be provided in order to receive payment of the pass-through cost.

Reviewed by:

Jenna Albers Digitally signed by Jenna Albers
Date: 2023.06.13 16:16:46 -04'00'

Procurement Coordinator
on behalf of Procurement
Manager
Procurement Division

Acknowledged by:

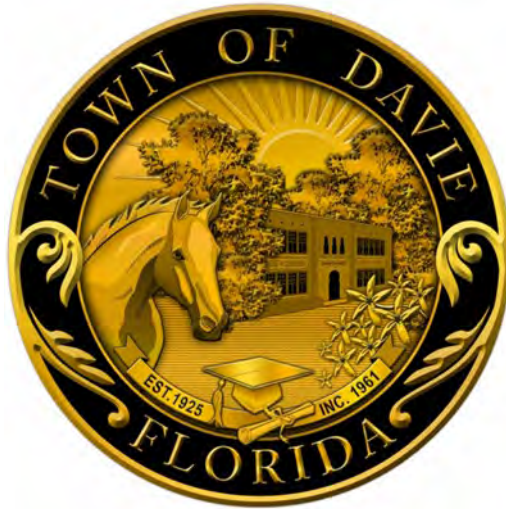
Contractor

Authorized Representative (*Printed*)

Title

Signature

Date



TOWN OF DAVIE

RPF NO. JA-23-59

Chemical System Maintenance and Repair Services

June 20, 2023 | 2:00PM

PROPOSAL COMPANY



ODYSSEY
MANUFACTURING CO.

ODYSSEY MANUFACTURING CO.

1484 MASSARO BLVD. TAMPA, FL 33619

PATRICK ALLMAN | JACKSON REEVES

813-635-0339

TABLE OF CONTENTS

TOWN OF DAVIE – RFP NO. JA-23-59
CHEMICAL SYSTEM MAINTENANCE AND REPAIR SERVICES

| | |
|---|------------------|
| Letter of Transmittal | SECTION 1 |
| Firm Qualifications and Experience | SECTION 2 |
| I. Overview of Firm | |
| II. Individuals and Qualifications | |
| III. Subcontractors | |
| IV. Insurance Certifications | |
| V. Similar Projects | |
| Staff Qualifications and Experience | SECTION 3 |
| I. Organizational Chart | |
| II. Qualifications of Employees/Staff | |
| <i>Resumes: Pat Allman, Michael Azzarella, Michael Cogdill, Chris Morgan, Daniel Bedgood,</i> | |
| <i>John Miller, Pavol Plecenik</i> | |
| III. Point of Contact(s) | |
| Project Approach | SECTION 4 |
| Price Schedule | SECTION 5 |
| Required Town Forms | SECTION 6 |

** NOTE: Please use bookmarks to navigate PDF proposal response*



June 16, 2023

Mr. Brian K. O'Connor, Procurement Manager
Town of Davie - Purchasing Department
8800 SW 36th Street
Building B - Purchasing
Davie, FL 33328

RE: Letter of Transmittal for FRP No. JA-23-59

Dear Mr. O'Connor,

Odyssey Manufacturing Co. is pleased to submit its interest to the FRP No. JA-23-59 "Chemical System Maintenance and Repair Services." Odyssey views the RPF as a means for a one-stop shop for the Town of Davie to accomplish all aspects of work related to the design, engineering, permitting, installation, maintenance, and repair of the various chemical systems at the town's water and wastewater treatment facilities. The following benefits are provided when working with Odyssey:

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

As you know, we currently have your maintenance contract that was originally bid back in August 2016. We have designed, furnished, and/or installed multiple chemical dosing systems, chemical storage tanks, chemicals pumps and skids, and/or water treatment equipment and technology throughout the town's various facilities. All this work has been provided, all while providing superior service, quality of work, and any temporary systems or operator training, if needed. Thank you for your consideration and please do not hesitate to contact one of us below if we can be of further assistance.

Sincerely,

Jackson Reeves

Sales Manager

O: (813) 635-0339

C: (813) 508-8767

jreeves@odysseymanufacturing.com

Pat Allman

General Manager

O: (813) 635-0339

C: (813) 335-3444

pallman@odysseymanufacturing.com

MANUFACTURERS OF **ULTRA CHLOR** (800) ODYSSEY
THE CLEAR SOLUTION www.odysseymanufacturing.com

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

SECTION 2
FIRM QUALIFICATIONS AND EXPERIENCE

I. Overview of Firm

Odyssey Manufacturing Co. (The Company)

Odyssey Manufacturing Co. (“Odyssey”) was incorporated in Delaware in 1998. It is headquartered at 1484 Massaro Blvd. Tampa, FL 33619. Its principal stockholder and CEO, Stephen Sidelko, lives in Fort Lauderdale, FL and runs the day-to-day operations of Sentry Industries, which he founded in 1984 as U.S. Chlorine, Inc. and later changed the name to Sentry Industries (“Sentry”). Sentry is located on the outskirts of Hialeah, FL. Sentry manufactures and delivers primarily sodium hypochlorite, muriatic acid, and sulfuric acid.

Odyssey began operations in late 1999 and started out selling sodium hypochlorite to primarily the water and wastewater industry. Odyssey quickly realized that there was no one in the Florida marketplace who specialized in all aspects of chemical system installation and maintenance services and decided to expand into this area to fill this void. This area has grown immensely and for the past years, Odyssey has been billing over \$15 million annually in chemical system installation and maintenance work alone. Odyssey is a licensed General Contractor and Plumbing Contractor, which employs twelve dedicated individuals in this area of work and utilizes the resources of the entire 85-person company. This division has designed and installed over two thousand chemical systems in Florida, many of which were sodium hypochlorite conversions. However, our personnel have worked on every chemical system used in the water and wastewater treatment industry. Odyssey has performed service work on chemical systems for a vast majority of municipalities and/or utility service companies in Florida and has service contracts with quite a few of them. Odyssey is the only entity in Florida who regularly stocks chemical system feed equipment, tanks, piping and spare parts. In addition, these parts and equipment are available for sale to its customers on an as needed basis. In addition, Odyssey also has become the Florida distributor for UGSI Solutions and their equipment (MicroClor On-Site Sodium Hypochlorite Generation (OSHG) unit, Tank Shark Ground Storage Tank Mixer, MonoClor Tank Residual Control System (RCS), TRS (THM Removal) System), PAX Water Technologies Mixers, and the Heyward HIBOCS (Biological Odor Control Systems).

Operations and Locations: As stated, Odyssey Manufacturing Co. is headquartered in Tampa at its main manufacturing facility since 2000. This facility is operational 365 days a year. This means the site is manned 24/7 including all holidays with at least four personnel (Control Room Supervisor, Plant Chemist/Operator, and a Roving Patrol). Our phones are also 24/7 and a transfer to the Control Room after normal business hours (0700 -1800 Monday through Friday). In case of an on-site emergency or a customer emergency, all supervisors are trained chemical plant personnel, who are very familiar with industrial plant operations since Odyssey feeds numerous chemicals and has numerous chemical systems at its facilities.

With Odyssey’s growth, it was decided to open a second manufacturing facility on the east side of Orlando in January of 2008, and then added two chemical distribution terminals facilities in Gibsonton, FL (2017) and Lantana, FL (2019). The two chemical distribution terminals, were both entirely designed, plumbed, and constructed ourselves (mainly by their installation leads and crews).

Odyssey's Tampa headquarters is the main base for the company’s manufacturing operations and construction warehousing. As for their construction personnel, they are located and living around the state in a multitude of areas, including (Tampa, Orlando, Ft. Lauderdale, and Leesburg). Most personnel have company vehicle’s they take home each evening. In the case of a customer emergency, this allows one to go directly to the jobsite, since their trucks are stocked weekly and act as a traveling warehouse. In a pinch, Sentry has a three-man service team who installs and replaces chemical tanks, as well.

II. Individuals and Qualifications

Odyssey's qualifications come from over twenty (20) years of experience working in the industry with every type of chemical out there used in water and wastewater treatment. All of Odyssey's chemical systems service and maintenance work is overseen by engineers who have forty (40) plus combined years of experience in the water and wastewater industry. Mr. Pat Allman (General Manager) and Mr. Michael Azzarella (PE – Odyssey Engineering Company, LLC) collaborate together, along with the customers' superintendent(s) and/or operator(s), to identify the problem or issue and then come up with the proper solution for each specific system/site. They have designed and permitted over two thousand (2,000) chemical systems in Florida utilities between them. Both Mr. Allman and Mr. Azzarella are extremely well versed in, not only the Florida Department of Environmental Protection (FDEP) rules for water and wastewater treatment plants, but also EPA rules, Ten States Standards and also good engineering design practices. This provides added value and assures all work in the design is in accordance with all federal and state rules and regulations. In addition, Odyssey employs two other engineers who act as technical consultants and project managers.

Key Personnel

Pat Allman – General Manager (*Odyssey Mfg. Co.*)

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

Michael Azzarella, P.E. (FL PE #52427) – *Odyssey Engineering Company, LLC*

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

Michael Cogdill – CGC (*State CGC# 1516698*)

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

Pavol Plecenik – Technologies Sales Manager (*Odyssey Mfg. Co.*)

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

III. Subcontractors

Key Partners (Subcontractors)

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

Hitech Coatings: Is a painting and coating contractor located in West Palm Beach, Florida. They have provided the containment coatings on over twenty-five projects for Odyssey over the past five years including the HFS, caustic, sodium hypochlorite, and ammonium sulfate containment areas for the City of Pompano Beach WTP.

A. Genesis Construction: Is a concrete contractor based out of Pembroke Pines, Florida. They have done the concrete work for over fifty Odyssey projects including the containment area at its Lantana, Florida facility.

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

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

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

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

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

IV. Insurance Certification

Please find attached COI (for Town of Davie)

V. Similar Projects

Please find both ...

1. List of Similar Projects (*completed within the last five (5) years*)
2. Client Reference Form (*for additional clients who currently has maintenance, service, and repair contracts with Odyssey*)

PATRICK HENRY ALLMAN, III

707 South Packwood Ave

Tampa, FL 33606

Work:(813) 335-3444 Home:(813) 254-6590

E-Mail: pallman@odysseymanufacturing.com

EDUCATION

- Bachelor of Science in Nuclear Engineering (mechanical engineering emphasis), Univ. of Virginia, Charlottesville, VA., May 1983
- M.B.A. with High Honors (4.0 GPA), Univ. of Tampa, Tampa, FL., Dec 1990
- Masters Equivalent, Post-Graduate Education in Nuclear Engineering and Reactor Operations, Department of Naval Reactors, August 1984
- Certified Professional Engineer by US DOE/Naval Reactors, May 1987
- Passed Engineer-In-Training (EIT) Exam, April 1991
- Certified Manager (C.M.), National Management Association (NMA), June 1992
- Certified Purchasing Manager (C.P.M.) designation, National Association of Purchasing Managers (NAPM), March 1996
- Certified Energy Manager (C.E.M.), Association Energy Engineers, August 1998

EXPERIENCE

- 08/11 – Pres. Tampa Port Authority. **Board Member**. Appointed by Florida Governor to oversee operations of the largest Port in the State of Florida.
- 10/05 – 6/13 U.S. Naval Reserves. **Commanding Officer** of Voluntary Training Unit, Tampa Operational Support Center, MacDill AFB, Florida. Awarded Military Outstanding Volunteer Service Medal. Retired in June 2013 after 30 years of military service.
- 10/03 – 10/05 U.S. Naval Reserves. **Commanding Officer** of 60-person Submarine Group 8 Navy Reserve Detachment. Oversaw major transformation & reorganization of reserve support to Commander Naval Forces Europe. Completed Navy's Anti-Terrorism Officer course. Awarded Navy Meritorious Service Medal.
- 10/02 - 9/03 U.S. Naval Reserves. **Executive Officer**, NR USCINCSOC 108, MacDill AFB. Responsible for operations of 27-Officer and 5 enlisted person Reserve Unit attached to a Joint Command. Awarded Navy Commendation Medal.
- 2/99 – Pres. Odyssey Manufacturing Company. **General Manager**. Responsible for starting up new company and overseeing the design and construction of a "state of the art" \$25 million chemical plant which began operations March 2000 and a second \$3 million chemical plant "peaking" plant in 2008. Oversaw design and construction of three chemical railroad transloading and distribution facilities. Grew company to be largest sodium hypochlorite (i.e. bleach) supplier to the Florida industrial market. Licensed Plumbing & General Contractor specializing in chemical system design, installation and repair which generates over \$10 million annual sales. Installed over 3,000 chemical systems in Florida to date. Manages business; responsibilities include sales, operations, profit/loss, marketing, staffing, personnel, financial, regulatory compliance, and permitting. Company selected as Southeast Desalting Association (SEDA) 2003 & 2016 Vendor of Year and he received Chairman's Award in 2011 and 2017. Received Florida Water & Pollution Control Operator Association (FWPCOA) Pat Flanagan Award in 1994 and 2016 for service. Received 2017 AWWA Award for Service.

- 10/98 - 9/03 U.S. Naval Reserves. **Watch Officer** Joint OPS CTR (JOC), US Special Operations Command (USSOCOM), MacDill AFB. Provided critical watchstanding support in wake of September 11th attacks for Noble Eagle and Enduring Freedom. Awarded Defense Meritorious Service Medal.
- 10/97 - 9/98 U.S. Naval Reserves. **Commanding Officer** of 30-person Advanced Base Facility Component (ABFC) Naval Reserve Unit.
- 10/96 - 1/99 Tampa Electric Company. Bulk Power and Market Development, **Account Manager** for largest Tampa Electric Company Industrial Customers. Called on customers. Sold various ancillary products. Developed and implemented market plans for retaining and expanding current business. Wrote and negotiated contracts. Performed financial and technical analysis for various corporate business opportunities. Functioned as Project Manager. Advised customers and company upper management on energy business matters through continuous market monitoring. Instrumental in developing 5 Year Market Plan for Tampa Electric Company in the face of electric utility deregulation. Driving force behind company's pursuit of an Economic Development Rate.
- 10/95 - 9/97 U.S. Naval Reserves. **Commanding Officer** of 60-person Naval Weapons Station Charleston Reserve Unit. #1 Reserve Unit at NRC St Petersburg for two years. Top-ranked Commanding Officer at NRC St Petersburg for two years. Selected for regional leadership Team. Unit selected for national Leo Bilger Award in 1997 given to BEST Reserve Units in the County. Awarded Navy Commendation Medal and Navy Achievement Medal.
- 5/95 - 10/96 Tampa Electric Company. Bulk Power and Market Development, **Statewide Sales & Marketing Representative** and Project Team Leader for wholesale power sales and corporate business opportunities. Called on customers. Wrote and negotiated contracts. Developed and implemented marketing plans. Performed financial analysis for business opportunities including several major acquisitions.
- 1/93 - 9/95 U.S. Naval Reserves. **Commanding Officer** of 24-person Naval Facility Keflavik Reserve Unit. #1 Reserve Unit at NRC St Petersburg for three straight years. Unit selected as the BEST Reserve Unit in REDCOM EIGHT for 1994. Selected as the Naval Officer Reserve Association's National Junior Officer of the Year for 1994. #1 ranked officer at NRC St Petersburg for three years.
- 12/91 - 7/95 Tampa Electric Company. Materials Management, Senior Engineer. Worked as a **Project Manager/Contract Administrator** managing large projects primarily in the power plant, port operations, computer systems and telecommunications areas. These projects included most of the large contracts for the Polk Power Station coal gasification plant, major upgrade to the coal handling systems at Big Bend and Gannon Power Stations, dredging and seawall contracts, major FGD ("scrubber") retrofit project, a new Work Order Management System, as well as over \$40 million worth of contracts for all the company's major power plant outage-related work over a three year period. Duties included project management, business analysis, writing technical specifications, writing and negotiating contracts, and various materials management functions (spare parts, warehousing, and investment recovery).
- 1/91 - 12/92 U.S. Naval Reserves. **Asst. Weapons Officer for Submarine Squadron 14** in Kings Bay, GA. Acted as Squadron Duty Officer on weekends and two-week annual duty.

Page Three of Resume of Patrick Henry Allman, III:

- 10/90 - 12/91 Tampa Electric Company. Distribution Engineering, Principal Engineer. **Technical Sales and Project Management.** Managed large lighting projects (including Bayshore Boulevard renovations), performed engineering analysis and set company policies, account manager for governmental agency customers, developed lighting rates for the Public Service Commission, coordinated lighting related issues between seven company departments, and did marketing and sales of the company's lighting services and products.
- 7/88 - 12/90 US Navy Officer Programs Recruiter, Tampa, FL. **Officer-in-Charge** of Navy recruiting for Central Florida. Responsibilities included recruitment, supervision, the development/implementation of marketing plans and the meeting of sales goals. Personally recruited for Officer Programs, exceeding every monthly quota. Awarded two Navy Commendation Medals and one Navy Achievement Medal during tour. National Officer Recruiter of the Year for FY 1990. Jacksonville NRD Officer Recruiter of the Year and runner-up for National Officer Recruiter of the Year for FY 1989. Led NRD Officer Programs Team to #1 Ranking in the Country for two consecutive years out of 41 total NRD's (#19 finish in year prior to arrival). Supervised over 64 Judge Advocate General (JAG) Investigations. Supervisory responsibilities included directing over 75 enlisted recruiters & over 30 temporarily assigned personnel.
- 5/88 - 6/88 US Navy Officer Recruiting Course, Orlando, FL. **Training** in public relations, sales, and marketing techniques/strategies.
- 4/85 - 5/88 Dept Head/Division Officer. USS HENRY CLAY (SSBN 625), Charleston, SC. Weapons (DH), Sonar, Missile, Missile Fire Control, Torpedo, Torpedo Fire Control, Reactor Controls, and Interior Communications Officer on a ballistic missile submarine. Positions encompassed a wide variety of engineering, personnel management, operations management/analysis, technical writing and leadership/supervisory experience. As Officer of the Deck, directed the tactical and systems operations of a nuclear powered submarine. As Engineering Officer of the Watch, supervised the operation of a nuclear power plant. Completed six strategic deterrent patrols under conditions of high stress, submerged for several months at a time. Qualified SSBN Weapons Officer & Engineer, becoming one of the 1st officers in the Navy to qualify for two Department Head positions in their first tour. Awarded Navy Achievement Medal. Significantly contributed to various team goals, including BEST submarine in the Submarine Squadron 6 and runner-up for Atlantic Fleet for 1987, as well as "OUTSTANDING" or "EXCELLENT" evaluations on submarine's last six major inspections.
- 9/84 - 4/85 US Navy Submarine School and Poseidon Guided Missile School. **Training.**
- 8/83 - 8/84 US Naval Nuclear Power School/Prototype Training. **Graduate level** practical and theoretical work in the principles and operation of a nuclear power plant.
- 5/83 - 8/83 Instructor UVA NROTC. Awarded Secretary of Navy Commendation for Bravery for saving police officer's life.

CIVIC AND TRADE ORGANIZATIONS

Active in FSSSSS, FSAWWA (Trainer, Chief Judge/Drafts Questions for Florida TOP OPS Competition), AWWA (National TOP OPS Committee), SEDA (Auditor), FWPCOA (Trainer), Tampa Propeller Club and Board Member for the Tampa Port Authority (Gubernatorial Appointee).

Michael P. Azzarella, PE, CPM

Odyssey Engineering Co.



Education

B.S., Civil Engineering, SUNY at Buffalo, 1987

Registrations/Licenses

Professional Engineer
Florida 52427, 1998
Professional Engineer
New York 070382, 1993

Certifications

Certified Public Manager (CPM),
The Florida Center for Public
Management, at Florida State
University, June 2004

Mr. Azzarella has extensive experience in the water and wastewater industry working as both a Utility Director and consultant for the past thirty years. He has significant experience in design, project management, and resident engineering for water and wastewater treatment and conveyance facilities and storm water systems. He is currently the principal for Odyssey Engineering Co. which provides technical assistance, engineering, design and permitting support to Odyssey Manufacturing Co.'s customers in the utility industry. His work history includes the following projects:

UTILITIES

Polk County Utilities Technical Services Director.

Mr. Azzarella oversaw Utilities Technical Services Division with a Capital Improvement Program budget in excess of \$30 million per year. Professional engineering work included supervising staff and managing utilities development coordination, water, and wastewater systems capacities and related issues, utilities engineering design and permitting, and utilities geographical information system for Division. Managed utilities development coordination to ensure compliance and conformance with County and Division requirements which includes plan review, quality control and approval; regulatory agency permit application review, approval, and execution; and record drawing review, quality control and approval. Managed water and wastewater system capacities and identified problem issues requiring system upgrades/modification and coordinated with regulatory agencies and other Division Sections as required. Obtained and approved all necessary supporting documentation required for County acceptance of utility systems associated with development activity. Coordinated with other County Departments/Divisions, consulting engineers, developers, contractors, and other utility purveyors throughout these processes.

Supervised staff and managed preparation, modification, and maintenance of the County Standards and Specifications for Utility Construction Manual. Supervised staff and managed Utilities Capital Projects Section for development compliance with the Polk County Comprehensive Plan and negotiation of agreements with developers for improvements to utility systems. Coordinated with the Utilities Operations and Maintenance Division to evaluate systems performance problems and provide input and recommendations for correcting problems. Approved, signed and sealed all documents as the professional engineer in responsible charge of in-house design and permitting work which included engineering plan preparation, technical standards and specifications preparation, permitting, design calculations, estimates, and related technical documents. Prepared and managed the Division operational and Capital related budgets.

Cities of Davenport and Polk City, Florida – Miscellaneous Engineering Services.

Mr. Azzarella serves as an extension of the Cities' Public Works Departments. He focuses on environmental compliance, working with staff to improve efficiencies, troubleshoot utility issues, perform technical reviews and assist with planning operation and maintenance of the Cities' water and wastewater systems.

WATER

Florida Keys Aqueduct Authority (FKAA) Stock Island and Marathon Key RO plant chemical system upgrade projects – Marathon Key and Stock Island, Florida.

Mr. Azzarella was responsible for the design and FDEP permitting of sodium hypochlorite and sulfuric acid chemical systems at two FKAA seawater RO plants.

City of Cocoa Sodium Hypochlorite Conversion - Wewahootee Wellfield Plant Site, Christmas, Florida.

Mr. Azzarella served as Senior Project Manager and was responsible for the design and permitting of converting the disinfection system of a 60 MGD water supply facility from gaseous chlorine to liquid sodium hypochlorite.

Polk County Utilities Sodium Hypochlorite Conversion – Various Water Treatment Plants.

Mr. Azzarella served as Senior Project Manager and was responsible for the design and permitting of converting the disinfection systems of fifteen (15) water treatment plants from gaseous chlorine to liquid sodium hypochlorite.

Niagara County Raw Water Pump Station Modifications, Niagara County, New York.

Mr. Azzarella served as the project manager and was responsible for the mechanical design and layout of pump and piping modifications to a 48 MGD raw water pumping station. In addition, Mr. Azzarella served as Design Engineer in the design and layout of a 48-inch prestressed concrete cylinder raw water line relocation under the Niagara River and on land for the Niagara County Water District, New York.

Niagara County Water District System Upgrade, Niagara County, New York.

Mr. Azzarella served as Project Engineer in charge of preparing preliminary design report and final design for the construction of a 4.5-mile potable water transmission main in Niagara County, New York.

City of Boca Raton WTP OSHG Replacement – Boca Raton, Florida. Mr. Azzarella served as the Project Manager to replace three 1,500-ppd ClorTec OSHG units with three MicrOclor 1,500-ppd OSHG units. Odyssey worked as a subcontractor to Wharton Smith to supply a “turn-key” system.

City of Margate WTP OSHG Replacement – Boca Raton, Florida.

Mr. Azzarella served as the Project Manager to replace two 750-ppd ClorTec OSHG units with a single MicrOclor 1,500-ppd OSHG unit. Odyssey provided a “turn-key” system to the Owner including integration with their existing control systems.

Town of Longboat Key Tank Mixing Projects – Longboat Key, Florida.

Mr. Azzarella served as the design and permitting engineer to upgrade the sodium hypochlorite and ammonium sulfate systems along with installing tank mixers at the Town of Longboat Key South and Mid-Key Booster Stations.

City of Punta Gorda Bal Harbor Booster Station – Punta Gorda, Florida.

Mr. Azzarella served as the design and permitting engineer to install a sodium hypochlorite and ammonium sulfate system along with installing a Ground Storage Tank mixer at the City of Punta Gorda Bal Harbor Booster Station.

WASTEWATER

Florida Keys Aqueduct Authority (FKAA) Cudjoe Key Sodium Hypochlorite Conversion – Cudjoe Key, Florida.

Mr. Azzarella served as the Project Manager and was responsible for the design and FDEP permitting of the disinfection system conversion of a 960,000 GPD wastewater treatment facility from chlorine gas to liquid sodium hypochlorite.

Cape Canaveral Air Force Station Regional WWTF Sodium Hypochlorite Conversion - Patrick Air Force Base, Florida.

Mr. Azzarella served as Senior Project Manager and was responsible for the design and permitting of converting the disinfection system of an 800,000 GPD wastewater treatment facility from onsite hypochlorite generation to liquid sodium hypochlorite.

Town of Tonawanda Plant Improvements, Tonawanda, New York.

Mr. Azzarella served as Design Engineer to evaluate an existing backwash/air scour operation at a wastewater treatment plant for an Erie County municipality. His work included evaluating the existing system for potential problem points, hydraulic grade line establishment over length of system from backwash pumps to filters and presentation of results.

City of Boca Raton WWTP OSHG Replacement – Boca Raton, Florida. Mr. Azzarella served as the Project Manager to replace two 1,500-ppd ClorTec OSHG units with two MicrOclor 1,500-ppd OSHG units. Odyssey worked as a subcontractor to Wharton Smith to supply a “turn-key” system and oversaw a subcontract worth \$3.2 million.

Manatee County SW WRF – Bradenton, Florida. Mr. Azzarella was the Project Manager for three different projects in a two-year period at this facility: (1) Sodium hypochlorite line replacement; (2) MARS project to provide a sodium hypochlorite system for the re-use; and (3) Deep Well injection project to chemical systems for the treated water stored underground.

MICHAEL J. COGDILL

813-486-9099 (C)

Email: mcogdill@odysseymanufacturing.com

EDUCATION

Bachelor of Science in Building Construction, University of Florida, 1987

PROFESSIONAL LICENSES HELD

Holder of the following State of Florida construction licenses:

- State Certified General Contractor Class A
- State Certified Mechanical Contractor
- State Certified Underground Utility & Excavation Contractor
- Class V Fire Protection Contractor

RECOGNITION / ORGANIZATIONS

- Built a complete computerized integration solution for estimating, scheduling, file sharing, internet presence & internet sales leads for my family's construction business (www.cogdillbuilders.com).
- My interstate 4 rest area project for the Florida Department of Transportation received the 1997 Metal Construction Association President's Award.
- Lectured at universities on the construction management type of project delivery and its benefits.
- Active member of business retention/expansion committee Tampa Chamber of Commerce.

COMPUTER CAPABILITIES

Fluent in the following construction/business related computer programs:

- Microsoft Office family of software
- Primavera scheduling software (P3 & Suretrak)
- Timberline Precision Estimating System, (including database setup)
- MC2 Estimating System
- AutoCad & SoftPlan CAD programs
- Capable of quickly learning other programs as required

REFERENCES

Professional/Owner/Personal references available upon request

EXPERIENCE SUMMARY

I was raised in a construction family, spending my summer vacations on the jobsite. In addition to the skills I learned growing up, I have more than 20 years of Florida and Virginia construction experience, working in literally every position in the design and construction phases of large and small commercial, industrial, & residential construction projects, including phase-construction of a \$19M ozone water treatment facility saving more than 6 months in the job schedule.

EXPERIENCE

- 2008 – Present Odyssey Manufacturing Co.
Tampa, FL
- Estimating, management, construction, of specialty chemical projects in Florida.
 - Superintendent for twelve concrete building foundations and significant underground water plant piping work at twelve City of Deltona WTP's.
 - Project Manager for City of West Palm Beach Water Plant Chemical Systems Projects which total almost \$2.5 million in work over past three year period (Sodium Hypochlorite, Aqueous Ammonia, HFS, Corrosion Inhibitor, Caustic)
 - Project Manager for Collier County Sodium Hypochlorite System Upgrade in.
- 2003-Present President
Cogdill Builders of Florida, Inc.
Tampa, FL
- Setup & management of Cogdill Builders of Florida, a split off company of Cogdill Builders, Inc., established to pursue high-end residential and specialty work in the Tampa Bay area beyond.
- 2000-2005 Vice President
Cogdill Builders Inc.
Orange Park, FL
- Primary/secondary license holder/qualifying agent. Responsible for land development, field coordination of commercial, industrial & non-residential design/build sector of Cogdill Builders Inc, a family-owned business.
- 2/99-9/00 General Manager
Goodwin Constructors, Inc.
Brooksville, FL
- License holder/qualifying agent responsible for overall operations of Goodwin Constructors, Inc. including all bidding and administration of work under contract (primarily civil type work).
- 6/96 –2/99 Construction Manager
Vogel Bros. Building Co.
Lakeland, FL
- Responsible for planning, and construction of the Conway Ozone Water Treatment Plant Expansion and Modification, Orlando Utilities Commission, Orlando FL
- 8/93 – 5/96 Project Manager/Superintendent
Vogel Bros. Building Co.
Lakeland, FL

Responsible for cost, schedule, and project coordination of the following projects:

- Project Manager, I-4 Dual Rest Areas, Polk County, FL.
- On-site project superintendent, responsible for all planning, scheduling and field construction efforts for the Bee Ridge Water Reclamation Facility, Sarasota, FL
- Project Manager, Florida Title East Reservoir Construction of Industrial Wastewater Containment and Treatment System, Lakeland, FL
- Project Manager, ZURN/NEPCO Site Preparation and Earthwork, Orange Cogeneration Facility, Contract No. 2055, Bartow, FL

6/91 – 10/93

Project Engineer
Vogel Bros. Building Co.
Lakeland, FL 33811

Responsible for job set-up, development and maintenance of project schedule. Material procurement and receipt and quality control in the construction of the following:

- Charles Larsen Unit #5 General Construction-Simple Cycle Project, Lakeland, FL
- Site Development and Foundation Construction for the Mulberry Cogeneration Facility, Bartow, FL

8/90 – 6/91

Office Engineer/Scheduler
Metric/Harbert, Joint Venture
Tampa, FL

Responsible for project scheduling using Primavera software. In charge of subcontractor weekly schedule meetings, subcontractor coordination, trouble shooting constructability problems, submitting monthly payment applications to owner, review/approval of subcontractor billings, set up of computer automated logs (submittal, RFI, etc.) for the Tampa International Airport South Parking Garage, 5300 space parking garage with rental car offices and maintenance facilities with a total of 115,000 cubic yards of concrete.

1/88 – 8/90

Office/Project Engineer
Metric Constructors, Inc.
Richmond, VA

Responsibilities included performing quantity take-off, cost control, schedule maintenance, civil buy-out, subcontractor coordination, submittals and RFI's and constructability problems on cogeneration power plant and wastewater projects in the Richmond, VA area.

1/87 – 6/88

Cogdill Builders, Inc., Jacksonville, FL

Responsible for scheduling (residential), subcontractor and supplier coordination, drafting/plan check, quality control functions, building lay-out, quantity take-off/pricing, developed Lotus-based estimating program, ran compliance checks using computerized Florida Energy Code computer program, permitting,

coordinating warranty work, designed new company logo, advertising design, customer questions/assistance.

Summer 1986 Project Engineer
 Danis-Shook of Florida
 Orlando, FL

Summer college internship. Responsible for line and grade, pipe/structure layouts, shop drawing submittal/review, expediting deliveries and scheduling at the Iron Bridge Waste Water Treatment Plant.

PAVOL P. PLECENIK

2907 NW 9th Terrace, Wilton Manors, FL 33311
954-632-4090 | PPlecenik@odysseymanufacturing.com

TECHNOLOGIES MANAGER

New Business Development | Contract Negotiations | Staff Training & Development | Sales Team Leadership | B2B Sales | Technical Aptitude | Consultative Sales | Customer Relationship Management | Innovative Sales Strategies | Networking | Closing & Prospecting | Sales Rep Management | MS Office Suite | MS Dynamics | Salesforce | ACT | TeleMagic

Resourceful **PROJECT MANAGER/ TECHNOLOGIES MANAGER** with over 14 years of experience in building relationships, cultivating partnerships, retaining top accounts, and growing profit channels by establishing trust. Persuasive, self-motivated leadership professional with expertise on expanding network connections, convincingly introducing products, educating clients, optimizing pricing strategies, and revealing customer needs to deliver solutions.

PROFESSIONAL EXPERIENCE

Odyssey Manufacturing, Tampa, FL
Technologies Manager

2016-Present

Oversee full sales cycle, interfacing with engineering, production, and accounting to ensure smooth sales process.

- Estimate and design Residual Control Systems for Chloramine disinfection process for variety of customers.
- Implement Residual Control Systems installations and provision installations with support and facilitation of continuous training.
- Leverage mixing products and THM Removal technology to grow sales and expand customer base.
- Design, estimate, propose, and deploy OSHG and Chemical Feed system products.
- Manage accounts to cultivate positive customer relationships in the Water/Wastewater industry.
- Ensure client satisfaction by offering proactive resolutions while driving actionable responses to questions, concerns, or challenges.
- Installation inspection, analysis, and troubleshooting.
- Construct professional sales presentations to creatively communicate product quality, offerings, and market comparisons to new and existing clients in the Water/Wastewater industry.
- Translate technical customer information to support client education practices resulting in successful equipment sales.
- Generate leads, conduct cold calls, and follow-up on inactive opportunities to drive profitability.
- Play instrumental role in all inside and outside sales processes including submittal preparation and issuing large value purchase orders for capital equipment.
- Oversee exhibition events and train new sales team members.

Hamilton Company, Reno, NV
OEM Sales Manager

2010-2015

Gain larger life science market share by delivering fluid measurement solutions to customers during their analytical instrument development process.

- Interface with the Director of Marketing to ensure sales goals are met while maximizing profitability.
- Cultivate positive customer relationships by employing strategic account management approach to ensure a reliable product supply.
- Satisfy client needs to capture recurring contract for YOY OEM sales of large pipeline projects.

- Secure \$600K in new business by contributing an engineering idea to support a high-profit product solution.
- Construct professional sales presentations to creatively communicate product quality, offerings, and market comparisons to new and existing clients.
- Execute successful equipment sales closing practices.
- Support senior leadership during executive decision-making processes by conducting market research to identify competition and generate reports with new market growth area recommendations.
- Strengthen branding initiatives by attending trade shows, exhibitions, and customer visits to maximize outreach.
- Reduce process lags by training reps and sales managers on best practices and protocols to maximize new product profits.
- Increase sales by leveraging engineering principals and product knowledge to support product redesigns.

Parkson Corporation, Fort Lauderdale, FL
Applications Engineering Manager

2006-2010

Mastered product knowledge for the Parkson pollution control products including sand filtration, clarification, sludge collection, biological treatment, ultra fine bubble diffusion, and solar sludge drying equipment.

- Grew sales by implementing product & process understanding to equipment specification and design tools.
- Supported sales team to sustain over \$50M in annual revenue by partnering with representatives, studying specifications, and examining contract documents to present feasible, most profitable, and specification-matching product offering proposals.
- Increased gross profits by 10% by leveraging calculated product quote updates & strategic bidding tactics.
- Cut engineering proposal preparation time by 50% by automating the product sizing/proposal generation tool for 2 complex product offerings.
- Optimized performance by analyzing equipment functionality & process data to deliver setting adjustments.
- Co-authored a technical document on Enhanced Nutrient Removal (ENR) presented at several exhibitions.
- Employed innovative strategies to drive growth.

ADDITIONAL EXPERIENCE: Laboratory Scientist I, E-Lab Inc, Ormond Beach, FL

2004-2006

EDUCATION & PROFESSIONAL DEVELOPMENT

Bachelor of Science in Chemical Engineering, University of Florida

Associate in Arts, Brevard Community College

Process Engineering Certification (12 hours) - Program Utilizing Total Quality Management, Modeling, & Optimization

Certificate of Completion - Green Belt of Six Sigma Methodology

Certificate of Attendance - Activated Sludge Troubleshooting: Understanding and Controlling Your Plant

Certificate of Course Completion - Applied Welding Technology

Professional Certificate - Finance and Accounting for Non-Financial Managers

Certificate of Appreciation - Presented at the 81st Annual Technical Conference of PWEA

Certificate of Appreciation - Presented at the NJWEA Annual Conference

Certified Pool Operator/Spa Operator - certification by the National Swimming Pool Foundation

MEMBER

Florida Water & Pollution Control Operators Association (Member), American Institute of Chemical Engineers (Senior Member), University of Florida Alumni Association (Life Member), International Honor Society, American Water Works Association, Water Environment Federation, Florida Section of American Water Works



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/21/2022

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

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

| | |
|--|--|
| PRODUCER Stahl & Associates Insurance Inc. 91 Lake Morton Drive P O Box 3608 Lakeland FL 33802 | CONTACT NAME: Brian Ludwig PHONE (A/C, No, Ext): (863) 688-5495 E-MAIL ADDRESS: brian.ludwig@stahlinsurance.com FAX (A/C, No): (863) 688-4344 |
| INSURED Odyssey Manufacturing Co. 1484 Massaro Blvd Tampa FL 33619 | INSURER(S) AFFORDING COVERAGE INSURER A: Illinois Union Insurance Co NAIC # 27960 INSURER B: ACE American Insurance Co 22667 INSURER C: Zenith Insurance Company 13269 INSURER D: Colony Insurance Co 39993 INSURER E: Hamilton Insurance DAC INSURER F: |

COVERAGES

CERTIFICATE NUMBER: January 23 WC

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Per Project applies by <input checked="" type="checkbox"/> written contract GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: XCU, Contractual | Y | | G24092975014 | 10/01/2022 | 10/01/2023 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000 |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> AUTOS ONLY <input checked="" type="checkbox"/> Hired PD <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | H08450377014 | 10/01/2022 | 10/01/2023 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 10,000 |
| ** | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | G24092987014 / EXO4266669 | 10/01/2022 | 10/01/2023 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N Y | N/A | Z066828619 | 01/01/2023 | 01/01/2024 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | Pollution Liability (\$5 Ded) Professional Liability (\$25k Ded) | | | G24092975014 | 10/01/2022 | 10/01/2023 | Each Poll Condition Agg 1,000,000 Ea Prof Occurrence Agg 1,000,000 Retro Date 10/1/2009 |

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

Insurer E: Hamilton Insurance DAC - Policy #ENVXSHI279494, Eff 10/1/2022 to 10/1/2023

** Carrier A: Umbrella \$1,000,000, Carrier D: \$3,000,000 Excess Liability and Carrier E: \$1,000,000 Excess, total Umbrella/Excess Liability Limit \$5,000,000

Town of Davie is additional insured on the general liability if required by written contract.

CERTIFICATE HOLDER

CANCELLATION

| | |
|--|---|
| Town of Davie 6591 Orange Drive Davie FL 33314 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|--|---|

© 1988-2015 ACORD CORPORATION. All rights reserved.

SECTION 2
SIMILAR PROJECTS

The following are some of the many similar projects that Odyssey has performed in Florida over the past five years. If Odyssey is awarded the contract, all of these are examples of projects that can be performed under the contract.

1) City of Coconut Creek

***Project Title:* City of Coconut Creek Hillsboro Booster Station Disinfection Improvements**

Description: The purpose of this project is to install a ground storage tank mixing system and to automate the existing disinfection chemical feed systems by utilizing Residual Control System (RCS) at the Hillsboro Booster Station to provide optimum water quality to its end users.

Representative: Jean Duglypus (JDupuis@coconutcreek.net) - *Director of Utilities*

Ph: 954-973-6786 | Fax: 954-571-4146

Engineer: Odyssey Manufacturing Co.

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$160,820

Completion Date: August 2019

2) Town of Mangonia Park

***Project Title:* WTP Sodium Hypochlorite and Ammonium Sulfate Conversion Project**

Description: Design/Build sodium hypochlorite and ammonium sulfate systems to replace chlorine gas and ammonium hydroxide disinfection systems at the WTP. Also, changed injection points to reduce finished water color to meet secondary drinking water standards.

Representative: Roosevelt Jones (rjones@townofmangoniapark.com) - *Utility Manager*

Ph: 561-848-1235 | Cell: 561-291-2881

Engineer: Odyssey Manufacturing Co.

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$49,247.84

Completion Date: June 2020

3) City of Margate

***Project Title:* Brine maker Replacement Project**

Description: Replace existing brine tanks at the City of Margate West WWTP and WTP with new FRP 60-ton brine tank.

Representative: Mike Uber (ruber@margatefl.com) - *Project Manager*

Ph: 954-972-0828, Ext. 219 | Cell: 954-999-7298

Engineer: Odyssey Manufacturing Co.

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$172,384.78

Completion Date: September 2020

4) City of Pompano Beach

***Project Title:* City of Pompano Beach Ammonium Sulfate Conversion Project**

Description: Design/Build new Ammonium Sulfate System to replace existing anhydrous ammonia system for the City of Pompano Beach WTP.

Representative: Phil Hyer (phil.hyer@copbfl.com) - *WTP Superintendent*

Ph: 954/ 545-7030 | Cell: 954/ 809-5600

Engineer: Odyssey Manufacturing Co.

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 87,910.00

Completion Date: October 2020

5) City of Margate

Project Title: East WWTP Coagulant Feed System

Description: Furnish and install coagulant system at the City of Margate East WWTP.

Representative: Wendell Wheeler (wwheelerwh@margatefl.com) - Project Manager

Ph: 954-972-0828 | Cell: 954-605-0373

Engineer: Carollo

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$448,730.00

Completion Date: August 2021

6) City of Miramar

Project Title: West WTP Corrosion Inhibitor Feed System Replacement

Description: Construct containment area, coat containment and furnish and install new corrosion inhibitor storage, feed equipment and piping at the City of Miramar West WTP.

Representative: Balki Bisram (bbisram@miramarfl.gov) - West WTP Superintendent

Ph: 954-438-1228 | Cell: 954-295-1438

Engineer: Kimley-Horn

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$192,600

Completion Date: August 2021

7) City of Pompano Beach

Project Title: Relocation of Caustic Chemical Feed System

Description: Relocated and installed new caustic chemical feed system for the City WTP.

Representative: Phil Hyer (phil.hyer@copbfl.com) - WTP Superintendent

Ph: 954/ 545-7030 | Cell: 954/ 809-5600

Engineer: Odyssey Manufacturing Co.

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 116,7990.52

Completion Date: October 2021

8) Owner: City of St Petersburg

Project Title: City of Petersburg NE WWTP Sodium Hypochlorite Tank Replacement

Description: Install three new sodium hypochlorite tanks and replace two actuators

Owner's Representative: Craven Askew (craven.askew@stpete.org) - WWTP Superintendent

Ph.: 727/ 893-7779

Cell: 727/ 892-5116

Engineer: Odyssey Manufacturing Co.

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 52,800.00

Completion Date: December 2022

9) Owner: City of Largo

Project Title: City of Largo WRF Liquid Polymer System Replacement

Description: Install two new liquid polymer systems to replace existing dry polymer systems along with activated polymer storage tank

Owner's Representative: Dave Winkler (dwinkler@largo.com) - WWTP Superintendent

Ph: 727-518-3057 | Cell: 727-424-7432

Engineer: Odyssey Manufacturing Co.

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 188,100

Completion Date: January 2023

④ THERE ARE REFERENCES OF OTHER CUSTOMERS WE

RFP# JA-23-59 Chemical System Maintenance and Repair Services

CURRENTLY

HAVE AN ONGOING

MAINTENANCE/REPAIR

CONTRACT WITH.

CLIENT REFERENCE FORM

Provide a minimum of three (3) client references from recent similar transactions, be sure to include details/description of the project/service provided*.

- 1) Name of Client Entity: CITY OF POMPAHO BEACH
Address: 1205 NE 5TH AVE.
City/State/Zip: POMPAHO BEACH, FL 33060
Contact: PHIL HYER
Title: WATER TREATMENT PLANT SUPERINTENDENT
Email Address: PHIL.HYER@COPBFL.COM
Telephone: 954-545-7030 (O) | 954-89-5600 (C)
Scope of Work: MAINTENANCE AND REPAIR SERVICES
*Description of Services Provided: HAVE CURRENT MAINTENANCE
+ REPAIR CONTRACT WITH CITY FOR THEIR WTP &
WNTF
- 2) Name of Client Entity: FOLK COUNTY
Address: 1011 JIM KEENE BLVD.
City/State/Zip: WINTER HAVEN, FL 33880
Contact: STEVE WHIDDEN
Title: REGIONAL WATER SUPERVISOR
Email Address: STEVEWHIDDEN@FOLK-COUNTY.NET
Telephone: 863-397-1441 (C)
Scope of Work: MAINTENANCE AND REPAIR SERVICES
*Description of Services Provided: HAVE CURRENT MAIN. +
REPAIR CONTRACT FOR ALL THE COUNTY PLANTS
- 3) Name of Client Entity: TOTO WATER AUTHORITY
Address: 951 MARTIN LUTHER KING BLVD.
City/State/Zip: KISSIMMEE, FL 34741
Contact: MIKE POWERS
Title: FACILITIES PROCESS MANAGER
Email Address: MPOWERS@TOTOH2O.COM
Telephone: 407-944-5074 (O) | 407-791-5201 (C)
Scope of Work: MAINTENANCE AND REPAIR SERVICES
*Description of Services Provided: HAVE CURRENT MAIN. +
REPAIR CONTRACT FOR ALL PLANTS THE
AUTHORITY OPERATES

SECTION 3
STAFF QUALIFICATIONS AND EXPERIENCE

I. Organizational Chart *(please see attached)*

Odyssey's organizational chart shows who the key individuals are that will be assisting the Town of Davie with proposed service work under this RFP. The proposed Account Manager will be Pavol Plecenik. He will be supplemented and backed up by Jackson Reeves and Michael Coletta. Linnea Ison will also be involved with the coordination of the chemical systems service crews and tracking and ordering for inventory of parts, pumps, and tanks.

Odyssey's construction crew consists of twelve full-time personnel and one part-time driver available to perform service work under this proposed RFP. All but two technicians have been with Odyssey at least three (3) years, and all three leads, plus our lead electrician, has been with Odyssey over ten (10) plus years. Odyssey's staff possesses many technical skills that range from plumbing, electrical, controls, concrete, underground and structural work.

II. Qualifications of Employees *(please find attached resumes of key personnel and technicians)*

MANAGEMENT: The managing partner and CEO of Odyssey Manufacturing Co. is **Stephen Sidelko** who has a B.S. in Chemical Engineering and an MBA from Rensauler PolyTechnic Institute. Mr. Sidelko has successfully operated sodium hypochlorite manufacturing facilities in Florida for over forty-five (45) years starting out with Procter and Gamble and then moving over to Kare Chemical. In 1984, Mr. Sidelko founded Sentry Industries in Hialeah, Florida. Sentry currently manufactures and delivers about 20 million gallons per year of sodium hypochlorite to various customers located throughout South Florida. Mr. Sidelko is the President of Sentry Industries and manages their day-to-day operations.

In 1998, Mr. Sidelko and a group of partners founded Odyssey Manufacturing Co. Odyssey Manufacturing began operations in 1999. The day-to-day operations of Odyssey Manufacturing are run by Patrick H. Allman (General Manager) and Marvin T. Rakes (President) since 1999, when they opened.

Patrick Allman, GM, has a B.S. in Nuclear Engineering 1983 from the University of Virginia, a M.S. equivalent in Nuclear Engineering from the Department of Naval Reactors in 1984 and an M.B.A. from the University of Tampa in 1990. Mr. Allman has over seven years of power plant experience in the U.S. Navy, nine years of power plant and industrial experience at Tampa Electric Company and over seventeen years of experience running the day-to-day operations of a chemical systems solution provider company. *(Resume previously included in Firm Qualifications Section)*

Marvin Rakes, President, has a B.S. in Chemical Engineering 1985 from the University of North Carolina State. Mr. Rakes has over twenty years of operational experience as the Operations Manager for the largest chemical distribution and chlorine repackaging company on the East Coast in Virginia and for the past twenty plus years as the President of Odyssey Manufacturing.

Under their tenure, Odyssey Manufacturing has grown considerably over the past twenty plus (20+) years and currently sells over 60 million gallons annually of sodium hypochlorite and has installed over 2,000 chemical systems.

ENGINEERING: Odyssey Engineering Co. was founded in 2013 to provide permitting and engineering services on a formal basis. Its principal, **Michael Azzarella, PE**, has a B.S. in Civil Engineering from SUNY of Buffalo in 1987. He has worked primarily in the water and wastewater industry throughout his career for three consulting firms, as the Utility Director for Polk County and more recently for Odyssey. *(Resume previously included in Firm Qualifications Section)*

CONSTRUCTION/SERVICE WORK:

Michael Cogdill oversees Odyssey's large projects as a construction superintendent/project manager and provides his expertise as required for all of Odyssey's chemical systems work. Mr. Cogdill has a B.S. in Building Construction from the University of Florida in 1987 and has over thirty (30) years of construction experience in the water and wastewater industry. *(Resume previously included in Firm Qualifications Section)*

David Wing is a certified plumber and oversees larger plumbing projects. He did his plumbing apprenticeship in 1996 and since has worked for multiple companies as a plumber and now currently owns and runs his own plumbing company. He has a ton of experience in both general plumbing, but also many years in the water and wastewater industry, plumbing for all different kinds of chemicals.

ACCOUNT MANAGERS:

Pavol Plecenik came onboard Odyssey in January 2016 to provide Odyssey an Account Manager for its customers in the southeast Florida market. Mr. Plecenik lives in Fort Lauderdale and has over 15 years of experience in the chemistry and water and wastewater fields. Mr. Plecenik graduated from the University of Florida in 1984 with a Bachelor of Science in Chemical Engineering. *(Resume previously included in Firm Qualifications Section)*

Linnea Ison, Construction Services Manager, has her B.A. in Business Administration (1987) from Lake Superior State University. She has been with Odyssey for over twelve (12) years coordinating and manager Odyssey's construction division from scheduling, to planning logistics, to ordering parts and equipment, to customer service, and everything involved with running a construction company.

Jackson Reeves joined Odyssey in January 2017 for his business and sales expertise. He graduated with a finance degree from the University of Florida in 2013. He is well versed in both the chemical and construction/equipment sales divisions of Odyssey. He will be acting as one of the assistant account managers.

Michael Coletta is our newest recruit to our construction and engineering team. He joined our team in Jun 2021. He graduated from the University of Florida, as well, but in Aerospace Engineering in May 2021. His main focus, with the short time he has been here at Odyssey, has been with Odor Control Units and smaller chemical systems designs and installations. He will also act as another assistant account manager.

KEY CONSTRUCTION PERSONNEL:

Please find attached resumes for key personnel (Technician Specialist/Project Superintendent and Electricians).

III. Points of Contact

Patrick Allman – General Manager
Ph: 813-635-0339 | Cell: 813-335-3444
pallman@odysseymanufacturing.com

Pavol Plecenik – Account Manager
Cell: 954-632-4090
pplecnik@odysseymanufacturing.com

Jackson Reeves – Asst. Account Manager
Ph: 813-635-0339 | Cell: 813-508-8767
jreeves@odysseymanufacturing.com

Michael Azzarella – Engineer
Ph: 813-635-0339 | Cell: 813-505-5684
mazzarella@odysseymanufacturing.com

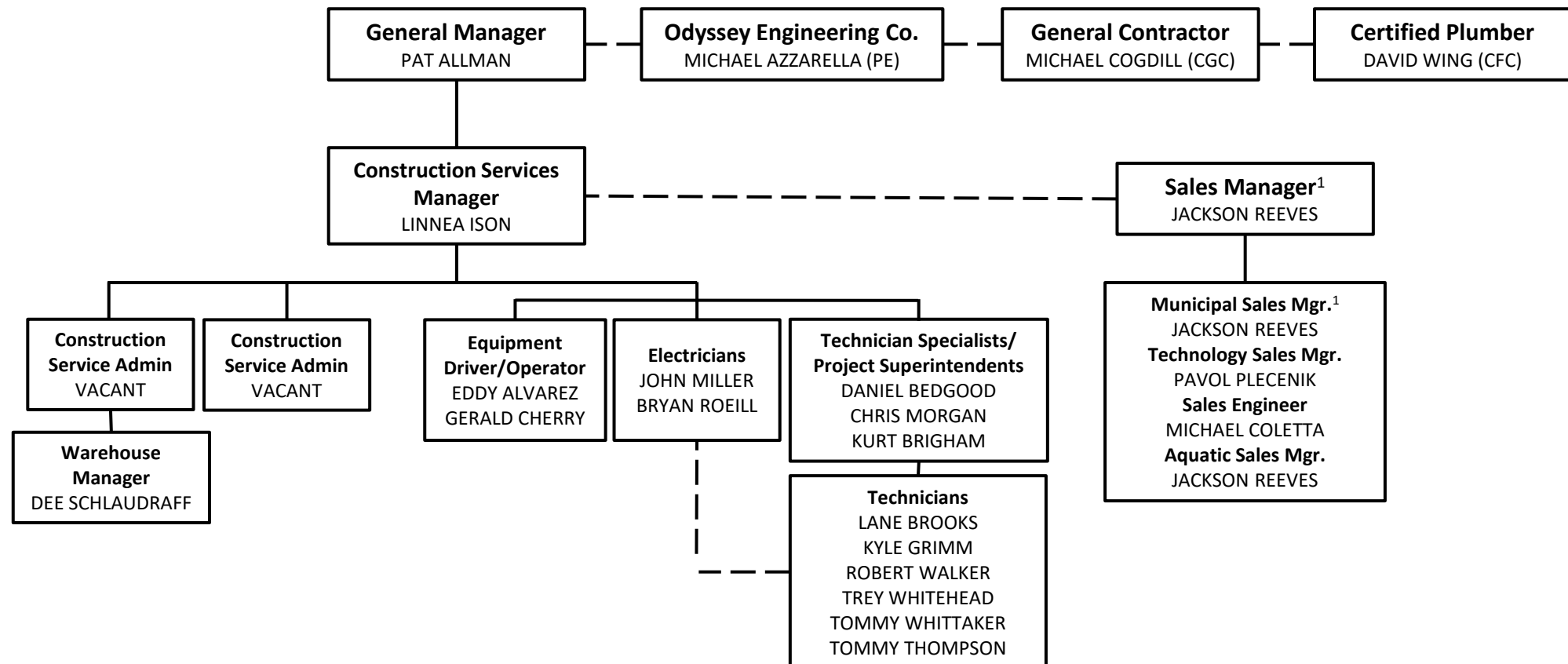
Linnea Ison – Construction Services Manager
Ph: 813-635-0339
admin@odysseymanufacturing.com

Michael Coletta – Asst. Account Manager
Ph: 813-635-0339 | Cell: 401-644-4875
mcoletta@odysseymanufacturing.com



ODYSSEY MANUFACTURING CO.
CONSTRUCTION SERVICES DIVISION
ORGANIZATIONAL CHART

(AS OF JULY 1, 2022)



¹ If empty, General Manager fills role

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

CHRIS MORGAN
Project Superintendent/Technician Specialist-Supervisor

Odyssey Manufacturing Co.
1484 Massaro Blvd.
Tampa, FL 33619

Education: H.S. Diploma, June 2004, South Sumter High School, Bushnell, Florida

Experience: Atlantic Surveying, Field Survey Technician, 2006 – 2008
Odyssey Manufacturing, Helper/Mechanic/Plumber/Supervisor 2008 – Present

Recent Projects:

City of Pompano Beach Water Treatment Plant, Project Superintendent, Ammonia Sulfate System Upgrade - \$88K

City of Pompano Beach Water Treatment Plant, Project Superintendent, Caustic System upgrade and relocation - \$117.8K

City of Pompano Beach, Technician Specialist, various upgrades and equipment/part installations to the Ammonia, Bleach, Caustic, Fluoride and Carbon Dioxide Systems throughout the various systems Water Treatment and Reuse Plants over the past 10 years – *Maintenance and Service Contract*

Brevard County, Project Superintendent, Five Biological Odor Control Systems (Tucker Lane, Pat McPhee, Plumosa, South Beaches WWTP and South Central WWTP) - \$500K

City of Melbourne Surface Water Plant, Chemical Storage Tank Project, Project Superintendent - \$1.4 million project to replace caustic, fluoride, and ferric sulfate tanks

Seminole Tribe Immokalee Water Treatment Plant, Project Superintendent - \$1.1 million project to replace five chemical systems

City of Wildwood Coleman WTP, Project Superintendent - \$1.1 million project to install new sodium hypochlorite system and perform other upgrades to the plant

City of Deltona WTP's, Project Superintendent - \$5.1 million addition of ammonium sulfate at 12 water treatment plants

City of Leesburg Main WTP, Project Superintendent to install sodium hypochlorite system - \$75K

City of Palm Coast Water Treatment Plant #2, Project Superintendent to install ammonium Sulfate system - \$80K

Town of Longboat Key City, Project Superintendent to install tank mixers in Ground Storage Tanks at South and Mid-South Booster Stations - \$250K

City of Coconut Creek, Project Superintendent to install sodium hypochlorite and ammonium sulfate systems at the Hilton and Hillsboro Booster Stations - \$125K

Daniel Bedgood
Project Superintendent/Mechanical Supervisor

Odyssey Manufacturing Co.
1484 Massaro Blvd.
Tampa, FL 33619

- Education: H.S. Diploma, June 2004, South Sumter High School, Bushnell, Florida
- Withlacoochee Technical Institute, Automotive Collision Specialist Training (August 1992 – May 1996)
- Experience: Ocala Collision Center, Car Body Work Specialist, 2004 – 2006
- Saddle Creek Distribution Center, Equipment Operator/Warehouse Worker, 2006 -2008
- Atlantic Surveying, Field Survey Technician, 2006 – 2008
- Odyssey Manufacturing, Helper/Mechanic/Plumber/Supervisor, 2008 – Present
- Projects: Brevard County, Project Superintendent, Five Biological Odor Control Systems (Tucker Lane, Pat McPhee, Plumosa, South Beaches WWTP and South Central WWTP)
- City of Melbourne Surface Water Plant, Chemical Storage Tank Project, Project Superintendent for \$1.4 million project to replace caustic, fluoride and ferric sulfate tanks
- Seminole Tribe Immokalee Water Treatment Plant, Project Superintendent for \$1.1 million project to replace five chemical systems
- Crystal River Power Plant, Project Superintendent to replace chemical tanks for three chemical systems
- City of Wildwood Coleman WTP, Project Superintendent for \$1.1 million project to install new sodium hypochlorite system and perform other upgrades to the plant
- City of Deltona WTP's, Project Superintendent for \$5.1 million addition of ammonium sulfate at 12 water treatment plants
- City of Leesburg Main WTP, Project Superintendent to install sodium hypochlorite system
- City of Palm Coast Water Treatment Plant #2, Project Superintendent to install ammonium Sulfate system

Town of Longboat Key City, Project Superintendent to install tank mixers in Ground Storage Tanks at South and Mid-South Booster Stations

City of Coconut Creek, Project Superintendent to install PAX Ground Storage Tank mixers, Residual Control Systems (RCS), and sodium hypochlorite and ammonium sulfate systems at the Hilton and Hillsboro Booster Stations

City of Punta Gorda Elevated Storage Tank, Project Superintendent to install PAX Tank mixer, Residual Control Systems (RCS), and sodium hypochlorite and ammonium sulfate systems

City of Bonita Springs Water Plant OSHG Retrofit Project – Mechanic

John Miller

4740 Grace St.
De Leon Springs, Florida 32130
Cell Phone (386) 804-7990
Email address: jmiller@odysseymanufacturing.com

Education

1994 Hempfield High School, Landisville, PA.

1994 Vo-Tech for Mill Work and Cabinetry

1999 Electrical apprenticeship IBEW 756

Employment History

5/15 – current Odyssey Manufacturing Co., Tampa, FL 33619

Lead Electrician. Install and maintain electrical components and instrumentation for chemical feed and storage systems, tank mixers, THM removal systems, residual control systems as well as on-site sodium hypochlorite generation (OSHG) systems.

8/14- 5/15 Chinchor Electric, Orange City, FL 32763

Lead Electrician. Industrial electrical construction and service. AC/DC, VFD, High and Low voltage and control wiring.

2/13-8/14 Anvil International (Mueller water products), Columbia, PA 17512

Industrial maintenance (Master Electrician). Maintain systems including AC/DC electrical, Motor Controls, Hydraulic, Pneumatic, Hoists, Cranes, PLC, Induction Furnaces and other equipment.

11/97 – 7/11. Florida Electric Works Deland, FL 32724

Lead electrician. Residential/Commercial/Industrial experience. Well versed in the trade, from residential to military contracts.

1/97 – 11/97 Miller Electric, Jacksonville, FL

Electrician Apprentice. Duties included help with installation of traffic signals and bridge lighting.

1/95 – 11/96 Olson Electric, Daytona Beach, FL

Apprentice Electrician. Duties included help with installation and retro fit of fire alarm systems at Kennedy Space Center.

Water and Wastewater Projects

JEA Bertram WTP

Project Superintendent as well as electrical and control wiring foreman for THM Removal System for 5-Million Gallon Ground Storage Tank

Coconut Creek

Electrical and Control Wiring Foreman for PAX Mixers, Chemical Feed and Residual Control System (RCS) at Hilton and Hillsboro Booster Stations

Brevard County Odor Control Projects

Responsible for all electrical and control wiring for biological odor control systems at five Brevard County facilities (Tucker Lane, Plumosa, Pat McPhee, South Beaches WWTP, South Central WWTP) and worked as lead plumbing mechanic.

Electrical Superintendent for Odyssey Manufacturing Co. Lantana Sodium Hypochlorite Terminal

Oversaw all electrical, controls and instrumentation work for \$4 million state of the art sodium hypochlorite terminal.

Electrical Superintendent for Odyssey Manufacturing Co. Tampa Sodium Hypochlorite Terminal

Oversaw all electrical, controls and instrumentation work for \$7 million state of the art sodium hypochlorite terminal.

Credentials

****10 Hour OSHA Certification***

****30 Hour OSHA Supervisor Certification***

****40 Hour HAZWOPPER Certification***

****PLC RsLogics 5&500***

****High Voltage Training***

****NFPA 70E***

****CQM-C Certification***

(Corps of Engineers/NAVFAC)

DAVID WING

| | | |
|--------------------|---|----------------|
| Education: | H.S. Diploma, Seminole High School, Seminole, Florida | (June 1989) |
| | ABC Craft Professional, Tampa Tech Plumbing Apprenticeship | (May 1996) |
| Experience: | BCH Mechanical, Plumber | 1992 – 1995 |
| | Gulf to Bay Plumber | 1995 – 1997 |
| | BCH Mechanical, Plumber | 1997 – 1999 |
| | Plumber's Soujanen, Plumber | 1999 - 2001 |
| | David Wing Enterprises, Plumbing Contractor | 2001 – 2005 |
| | Odyssey Manufacturing, Plumber/Foreman/Superintendent | 2005 – Present |
| | Wing Plumbing, Principal | 2016 – Present |
| Projects: | Florida Aquarium – Plumber (BCH Mechanical) | |
| | Sweet Bay Grocery Stores (3) – Plumber (Gulf to Bay Plumber) | |
| | Disney Animal Kingdom – Plumber (BCH Mechanical) | |
| | Arvida Center – Plumbing Contractor (David Wing Enterprises) | |
| | St. Lucie West Services District WT/WWTP Plant Sodium Hypochlorite Conversions – Project Superintendent (Odyssey Manufacturing Co.) | |
| | City of Cocoa Dyal Weewahoottee Wellfield Sodium Hypochlorite Conversion – Project Superintendent (Odyssey Manufacturing Co.) | |
| | City of Tallahassee Lake Bradford WWTP Sodium Hypochlorite Conversion – Project Superintendent (Odyssey Manufacturing Co.) | |
| | City of Arcadia WTP Chloramine System Conversion – Project Superintendent (Odyssey Manufacturing Co.) | |
| | Hillsborough County River Oaks WWTP Sodium Hypochlorite Conversion – Project Superintendent (Odyssey Manufacturing Co.) | |
| | City of Bonita Springs WTP OSHG Replacement Project (Odyssey Mfg. Co.) | |
| | City of Boca Raton WTP OSHG Replacement Project (Odyssey Mfg. Co.) | |
| | City of Boca Raton WWTP OSHG Replacement Project (Odyssey Mfg. Co.) | |
| | City of Margate WWTP OSHG Replacement Project (Odyssey Mfg. Co.) | |

**SECTION 4
PROJECT APPROACH**

Technical Approach

As stated previously, our ***technical approach*** for each specific job comes from the over twenty (20) years of experience Odyssey has been working in the industry with every type of chemical out there used in water and wastewater treatment. All of Odyssey's chemical systems service and maintenance work is overseen by engineers who have forty (40) plus combined years of experience in the water and wastewater industry. Mr. Allman (General Manager) and Mr. Azzarella (PE – Odyssey Engineering Company, LLC) have collaborated, along with the customers' superintendent(s) and/or operator(s), to designed, permitted, and build over 2,000 chemical systems in Florida utilities between them. Both Mr. Allman and Mr. Azzarella are extremely well versed in, not only the Florida Department of Environmental Protection (FDEP) rules for water and wastewater treatment plants, but also EPA rules, Ten States Standards, and good engineering design practices. This provides added value and assures all work in the design is in accordance with all federal and state rules and regulations.

Odyssey Manufacturing Co. is also a CGC (Certified General Contract) with Michael Cogdill as our qualifying contractor. Michael Cogdill oversees Odyssey's large projects as a construction project manager and provides his expertise, when required, for much of Odyssey's chemical systems work. Mr. Cogdill has over twenty-five (25) years of construction experience in the water and wastewater industry. Odyssey's technician specialists and technicians, as explained, all have immense experience with water and wastewater treatment facilities, since they are on-site jobsites five days a week, doing anything from a simple repair on a leaking pipe or pump, to changing out a 100-gallon or a 10,000-gallon chemical storage tank, to redesigning an existing pump skid for a chemical feed system, to installing On-Site Sodium Hypochlorite Generation Units, or putting in a tank mixer in a ground storage tank, to everything in between.

Adequacy of Resources

With regards to ***personnel***, as previously expressed, Odyssey has twelve full-time personnel that work on jobsites daily that provide a variety of technical skills, including plumbing, electrical, controls, concrete, underground and structural work. The management team personnel are available via phone and email daily and are very involved in all phases of the project (planning, design, build, and implementation phase/process).

Odyssey's ability to control costs of ***supply parts and equipment*** is due to the ability to buy in bulk and store inventory between our four locations (and a fifth with Sentry). Additionally, we get steep original equipment manufacturer (OEM) discounts from most equipment suppliers. This ability to buy in bulk and being an OEM gives us an advantage with our suppliers and distributors to sell to us at a discount below MSRP, thus passing these savings down to our customers. We stock over \$10 million in chemical tanks, feed pumps, rebuild kits, plumbing parts (pipe, fitting, valves), and more, between our four locations. Our business partners, Sentry Industries, Blue Planet Environmental, and Hawkins Chemical, also stock materials and parts at their locations in Florida. This creates benefits for the customer for regular or emergency maintenance and repair work. This creates benefits for the customer for regular or emergency maintenance and repair work.

As for our ***service trucks, equipment, and heavy machinery***; we own a fleet of assets helping perform daily onsite at these projects. A list of our construction fleet includes ...

- Six (6) fully stocked plumbing service trucks, which act as mini warehouses on the road.
- Two (2) electrical work trucks, that our electricians operate out of.
- Two (2) additional plant/personnel supply trucks, for personnel to run products and material to customers or onsite job locations.

- Low-boy trailer, for hauling tanks, lulls, and large pieces of equipment
- Step deck trailer, for hauling tanks, lulls, and large pieces of equipment
- Two (2) Lulls (6K and 10K)
- Skid Steer
- Mini-Ex

In case there is a part of a job/project we cannot perform with the fleet we own; we have accounts and good relations with both SunBelt Rentals and United Rentals that we can call to get the proper machinery/equipment to complete said job/project.

Lastly, since Odyssey originally went into business to manufacture and supply bulk sodium hypochlorite (bleach), we own and operate a fleet of 40 tankers/tractors (5,000-gallon) out of our four manufacturing facilities. Today we not only deliver bleach, but we also supply muriatic acid (HCl), sodium bisulfite, sodium hydroxide (caustic soda), potassium hydroxide, and even bulk sodium chloride (salt) for on-site generation units. On a normal weekday, we will deliver over a combined total of 50 tankers loads (250,000 gallons) around the entire state of Florida, and smaller amounts on the weekends.

SECTION 5

PRICE PROPOSAL FORM

| Hourly Rate | | |
|-------------|--|------------|
| ITEM | DESCRIPTION | UNIT PRICE |
| 1 | Regular time rate for service technician | \$ 115 |
| 2 | Overtime/emergency rate for service technician | \$ 125 |
| 3 | Regular time rate for service helper | \$ 65 |
| 4 | Overtime rate for service helper | \$ 75 |
| 5 | Regular time rate for day laborers | \$ 45 |
| 6 | Overtime rate for day laborers | \$ 50 |
| 7 | Regular time rate for engineering personnel | \$ 130 |
| 8 | Overtime rate for engineering personnel | \$ 130 |
| 9 | % Mark up for parts (materials and equipment cost) | 20 % |

Notes:

1. Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.
2. Alternate bids will not be considered unless authorized in the RFP document.

IMPORTANT: This signed proposal form shall be considered an offer on the part of the proposer. Failure to sign this form is grounds for immediate disqualification. By signing this document, you are affirming that you have read and understood the terms, conditions, and information included within this solicitation. That all the information provided above is true and accurate. That the business associated with this solicitation has not been debarred, convicted of a public entity crime, and does not have a conflict of interest in any manner as described herein. That you have the proper authority to sign this document and the ability to bind this business entity to the terms and conditions herein.

Vendor Name: ODYSSEY MANUFACTURING CO.

Authorized Signature:



Print Name: PATRICK ALLMAN

Title: GENERAL MANAGER



November 14, 2022

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

To Whom It May Concern,

WHEREAS, the Board of Directors of Odyssey Manufacturing Co. has determined it to be in the best interest of the Corporation to establish a Corporate Resolution. Be it: RESOLVED, The undersigned hereby certifies that Patrick H. Allman, its General Manager, is authorized to sign bids and all bid forms; to execute agreements and any documents associated with these agreements; to sign bonds of any type; and to sign any permit documents on behalf of Odyssey Manufacturing Co. Additionally, the undersigned is the duly elected and qualified Secretary and the custodian of the books and records and seal of Odyssey Manufacturing Co., a corporation duly formed pursuant to the laws of the state of Delaware and that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors and that said meeting was held in accordance with state law and the Bylaws of the above-named Corporation on November 14, 2022, and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 14th day of November, 2022.

Stephen Sidelko, Secretary

CORPORATE SEAL

Marvin T. Rakes, President



ADDENDUM TO RFP DOCUMENTS

| | | | |
|---------------------|---|---------------------|--|
| SOLICITATION | RFP No. JA-23-59 Chemical System Maintenance and Repair Services | | |
| ADDENDUM No. | 1 | RFP DUE DATE | <div style="display: flex; justify-content: space-between;"> 2:00 PM EST TODAY'S DATE </div> <div style="display: flex; justify-content: space-between;"> ON 06/20/2023 6/13/2023 </div> |

To All Proposers:

This addendum is issued to modify the previously issued solicitation documents and/or given for informational purposes and is hereby made a part of the solicitation documents. Please attach this addendum to the documents in your possession and acknowledge receipt of this addendum in the space provided.

SECTION UPDATES

Section 4.8 ALL REPAIRS has been updated to include the following paragraphs:

The contractor will be allowed to invoice for miscellaneous materials (also known as 'truck stock' or 'stock'). Miscellaneous materials is defined as materials that are already owned by the contractor, and are incidentally used to complete the repairs. The cost of miscellaneous materials shall never exceed \$1,000 per repair. Miscellaneous materials are not intended to be abused by the contractor; therefore, it will require the approval of the Project Manager. A decision by the Project Manager pertaining invoicing of miscellaneous materials is final, whether it is in favor or against the contractor. No back up will be required for the invoicing of miscellaneous materials; however, the contractor will be required to list such miscellaneous materials in the invoice, already owned by his company, and used for invoiced repairs. Miscellaneous materials are not subject to the contract percentage mark up. Taxes paid by the Contractor for parts/ materials may be billed as pass through to the Town. Taxes are not subject to the contract percentage mark up.

Additional Services provided by the use of a subcontractor shall be reimbursed at the actual cost of the subcontractors' work. Invoices from subcontractors must be provided in order to receive payment of the pass-through cost.

Reviewed by:

Jenna Albers

Digitally signed by Jenna Albers
Date: 2023.06.13 16:16:46 -04'00'

Procurement Coordinator
on behalf of Procurement
Manager
Procurement Division

| | |
|--|----------------|
| Acknowledged by: | |
| <u>Odyssey Manufacturing Company</u> | |
| <u>Contractor</u> | |
| <u>Patrick Allman</u> | |
| <u>Authorized Representative (Printed)</u> | |
| <u>General Manager</u> | |
| <u>Title</u> | |
| <u>Signature</u> | <u>6/16/23</u> |
| <u>Date</u> | |

RFP Checklist

The following are requirements of this RFP, as indicated below. Use of this checklist may help ensure that your submission is complete.

Place a check mark in the "Done" column as you complete and enclose each item.

| Required | Done | Requirement |
|----------|------|--|
| √ | ✓ | Completed and Signed Price Proposal Form |
| √ | ✓ | Acknowledgement of Addenda (if any) |
| √ | N/A | Local Preference Form (if applicable) |
| √ | ✓ | Client Reference Form |
| √ | ✓ | Bidder/Proposer Questionnaire |
| √ | ✓ | Vendor Registration Form |
| √ | ✓ | Licenses and/or Certifications (if applicable) |
| √ | ✓ | Proof of Insurance |
| √ | ✓ | Business Tax Receipt [Occupational License(s)] |
| √ | ✓ | State of FL Sunbiz OR State Registration (if not required to have State of FL Sunbiz) |
| √ | ✓ | W9 |

This checklist is for your guidance. Please read the entire RFP thoroughly to ensure that your submission is complete.

Proposer agrees to accept the VISA Procurement card for payment.

Circle one: YES OR **NO**

SECTION 7.0 REQUIRED FORMS**AFFIDAVIT OF ELIGIBILITY FOR LOCAL VENDOR PREFERENCE****(Davie Code of Ordinances Sec. 2-326)**

N/A

****Complete the boxes below as applicable:****

- 1.
- ☐
- My Business is located within the
- Town of Davie**
- .

| |
|--|
| Legal Name of Firm: |
| Taxpayer ID No.: |
| Physical Address: <small>SHALL NOT BE A P.O. BOX OR RESIDENCE</small> |
| Phone Number: |
| Email Address: |
| Has the business name changed since it was opened in Davie? Yes <input type="checkbox"/> No <input type="checkbox"/> |
| If yes, provide the previous business name: |
| Date your business was established in Town of Davie: |
| Business License Number: _____ Date Issued: _____ |
| The business employs _____ (insert a number) full time employees. |

- 2.
- ☐
- My Business is located within
- Broward County**
- .

| |
|---|
| Legal Name of Firm: |
| Taxpayer ID No.: |
| Physical Address: <small>SHALL NOT BE A P.O. BOX OR RESIDENCE</small> |
| Phone Number: |
| Email Address: |
| Has the business name changed since it was opened in Broward County? Yes <input type="checkbox"/> No <input type="checkbox"/> |
| If yes, provide the previous business name: |
| Date your business was established in Broward County: |
| Business License Number: _____ Date Issued: _____ |
| The business employs _____ (insert a number) full time employees. |

N/A ☐ I have attached copies of applicable Business Tax Receipt(s) (REQUIRED).

The undersigned states that the forgoing statements are true and correct. The undersigned also acknowledges that any person, firm, corporation or entity intentionally submitting false information to the Town in an attempt to qualify for local preference shall be prohibited from bidding on Town of Davie products and services for a period of one (1) year.

Authorized Signatory:  Print Name: Patrick Auman

REQUIRED PROPOSER/BIDDER QUESTIONNAIRE

Name of Firm: Odyssey Manufacturing Co. Date: 6/16/23

Primary Contact Person for this RFP: Patrick Allman

Primary Contact Person Email Address: pallman@odysseymanufacturing.com

Primary Contact Person Phone Number: 813/635-0339

1. How many years has your firm been in business under its present business name?: 25 yrs.

2. Under what other former name(s) has your firm operated?: same

3. Have any similar agreements held by proposer for a similar project to the proposed project ever been canceled? Circle one: ☒ **No** ☐ **Yes** If yes, please explain: _____

4. Has the proposer or any principals of the firm failed to qualify as a responsible proposer, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? Circle one: ☒ **No** ☐ **Yes**

If yes, please explain: _____

5. Has the proposer or any principals of the firm ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? Circle one: ☒ **No** ☐ **Yes**

If yes, please explain and give date, court jurisdiction, action taken, and any other explanation deemed necessary: _____

6. Litigation/Judgements/Settlements/Debarments/Suspensions – Submit information on any pending litigation and any judgements and settlements of court cases relative to providing the services requested herein that have occurred within the last three (3) years. Also indicate if your firm has been debarred or suspended from bidding or proposing on a procurement project by any government entity during the last five (5) years. N/A

7. Provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations.

N/A

SOURCE OF INFORMATION SURVEY

How did you find out about this solicitation? Check all that apply:

1. www.davie-fl.gov

2. www.demandstar.com

3. The Sun-Sentinel

5. Referral/word-of-mouth Specify Source: _____

6. Search Engine/Internet search

7. E-mail Specify Source: _____

8. Banner or Link on another website

9. Flyer, newsletter, direct mail Specify Source: _____

10. Other, Specify Source: _____

Please note: This survey form is used for internal Procurement purposes only.

VENDOR INFORMATION

Is this a form being filled out as a new application or an update to an existing application?

New Application ☐

Updating Application ☒

Vendor Name:

(Business Name Registered With The State OR Full Name If An Individual)

Odyssey Manufacturing Company

Mailing Address:

1484 Massaro Blvd.
Tampa, FL 33619

Remit to Address

(If Different from Mailing Address):

Contact Name:

Patrick Allman

Telephone:

813/635-0339

Federal Tax ID Number:

65-0846345

Fax Number:

813/635-0339

Company Email Address:

pa11man@odysseymanufacturing.com

Business Website (If Applicable):

www.odysseymanufacturing.com

Emergency Contact Information

Please enter information the Town can use to contact you for disaster or emergency services below

Name

Contact Information

Patrick Allman

813/635-0339 or cell 813/335-3444

Odyssey Mfg. Control Room (24/7)

813/635-0339

Have you been awarded any government contracts recently or in the past? If yes, please list the contract #'s, the agency, the service provided , and if it is still active.

Yes.

1. City of Pompano Beach - Maintenance, Service, Repair Contract/Agreement, No. 1693 (from FRQ E-19-22), Active as of June 2022
2. TOHO Water Authority - Maintenance, Service, Repair Contract/Agreement, From Bid IFB-21-052, Active as of May 2021

Products & Services

In the space provided below please indicate any product or services that your firm provides

- Chemical Dosing/Metering Pumps and Skids
- Chemical Storage Tanks
- Chemical Plumbing/Piping (including underground) and Injections (Pipr Tapping)
- Sensors, Controllers, and Analyzers (including wiring)
- Temporary Chemical Systems & Equipment Rental
- Safety
- Turn-Key Projects
- *** And More (See attached flyer)



ODYSSEY

MANUFACTURING CO.

CONSTRUCTION & MAINTENANCE SERVICES/EQUIPMENT

TURN-KEY PROJECTS - Chemical-Feed Systems,
Chemical Storage Tanks, Odor Control Systems,
Disinfection Solution Equipment, and more

- Licensed General Contactor & Licensed Plumber
- Engineering provided by Odyssey Engineering Company, LLC
- State of Florida Distributor for Process Solutions, Inc. & PAX Water Technologies



CHEMICAL FEED SYSTEM



CHEMICAL PUMP/DOSING SKID
(BLUE PLANET ENV. SYSTEMS, INC.)



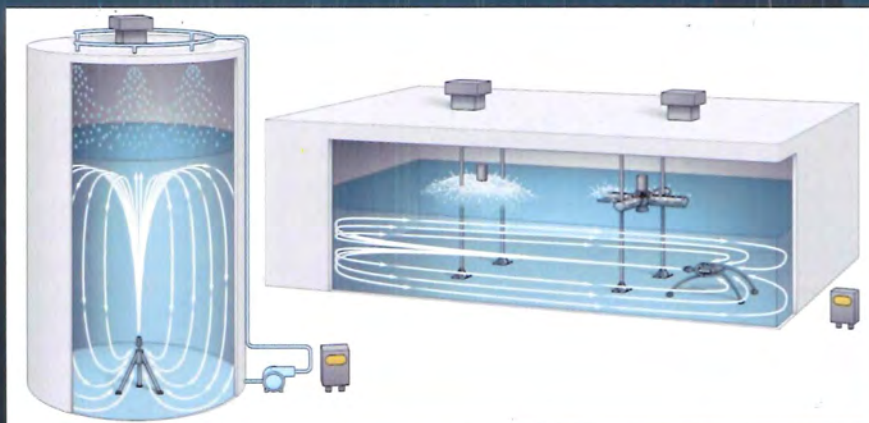
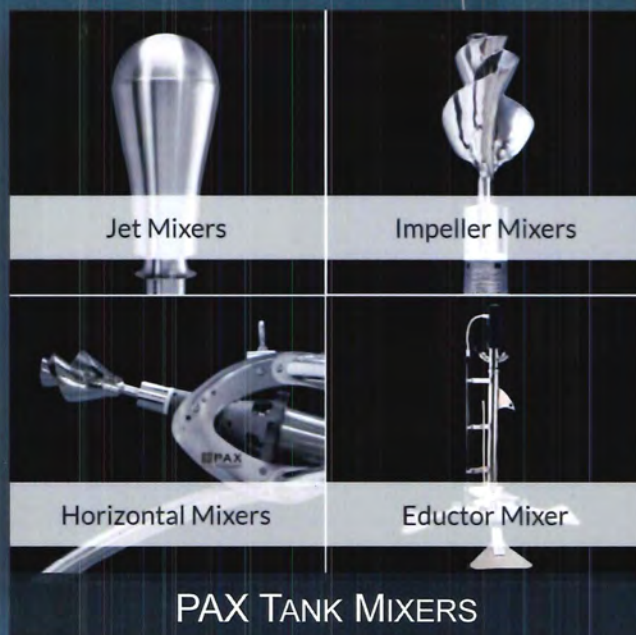
PSI MICROCHLOR (ON-SITE
HYPOCHLORITE GENERATION)



HIBOCS (ODOR CONTROL SYSTEM)



STORAGE TANK INSTALLATION



PAX THM REMOVAL SYSTEMS

Ownership Disclosure

1. If the contract or business transaction is with a company, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and address are as follows (Post Office addresses are not acceptable):

| <u>Full Legal Name</u> | <u>Address</u> | <u>Ownership %</u> |
|------------------------|----------------------------------|--------------------|
| STEPHEN SIDELKO | 1484 MASSAKO BLVD. TPA, FL 33619 | 100% |
| | | |
| | | |
| | | |

2. The full legal names and business addresses of any other individual (other than subcontractors, materialmen, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest in the contract or business transaction with the Town are as follows (Post Office addresses are not acceptable):

| <u>Full Legal Name</u> | <u>Address</u> |
|------------------------|----------------|
| | |
| | |
| | |
| | |

3. The officers of the Corporation are as follows:

| | <u>Name</u> | <u>Address</u> |
|-------------------|------------------------|---|
| President: | <u>Marvin Rakes</u> | <u>1484 Massaro Blvd., Tampa, Fl. 33619</u> |
| Vice President: | <u>Stephen Sidelko</u> | <u>1484 Massaro Blvd., Tampa, Fl. 33619</u> |
| Secretary: | <u>Stephen Sidelko</u> | <u>1484 Massaro Blvd., Tampa, Fl. 33619</u> |
| Treasurer: | <u></u> | <u></u> |
| Registered Agent: | <u></u> | <u></u> |

**TOWN OF DAVIE
CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135**

ODYSSEY MANUFACTURING CO. does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Cuba or Syria.

Affirm:



TOWN OF DAVIE CERTIFICATION REGARDING DEBARMENT

Certification Regarding Debarment, Suspension And Other Responsibility Matters TO BE COMPLETED BY PROSPECTIVE VENDOR

A. The prospective Vendor certifies that it and its principals (subcontractors and suppliers):

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or involuntarily excluded by any Federal, State, County, City or Town or other government agency;
2. Have not within a three (3) year period preceding this bid proposal been convicted of or had a civil judgment entered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, City or Town or other local agency) transaction or contract; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) within commission of any of the offenses enumerated in paragraph (A)(2) of this certification; and
4. Have not within a three (3) year period preceding this bid proposal had one or more public contracts (Federal, State, City or Town or other agency) terminated for cause or default.

B. Where the prospective Vendor is unable to certify to any of the statements in this certification, an authorized signatory to this proposal shall complete, sign and attach a detailed explanation.

Affirm:



E-VERIFY FORM

Company/FirmName:

Odyssey Manufacturing Co.

Vendor/Consultant/Contractor and any sub-contractors shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of the resulting Contract/Purchase Order, if awarded. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the Town as a result of the termination of this contract.

Vendor/Consultant acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- (a) all persons employed by Vendor/Consultant to perform employment duties within Florida during the term of the contract; and
- (b) all persons (including SUBCONTRACTORS/SUBVENDORS) assigned by Vendor/Consultant to perform work pursuant to the contract with the Department. The Vendor/Consultant acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Davie.

By executing this form, I, *Patrick Allman*, being duly authorized by and on behalf of, Contractor, verify Contractor's compliance with Section 448.095, Fla. Stat. I hereby declare under penalty of perjury that the foregoing is true and correct.

Affirm:



Vendor or Contractor Conflict of Interest Disclosure Statement

What Defines A Conflict Of Interest According To The Town:

A. An officer, director, employee, agent, or other consultant of the Town or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with a grant of the Agreement with the Town or its Departments.

B. There are undisclosed persons or entities interested with the Contractor in the Agreement. The Agreement is entered into by the Contractor with a connection with another entity or person making a proposal for the same purpose, and possibly with collusion, fraud or conflict of interest. Elected or appointed officer(s) or official(s), director(s), employee(s), agent(s) or other consultant(s) of the Town, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:

- 1.) Is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of the Agreement, or in the services, supplies or work, to which the Agreement relates or in any portion of the revenues; or
- 2.) Is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge, any subcontractor or supplier to the Contractor.

DISCLOSURE OF CONFLICT OF INTEREST

VENDOR SHALL DISCLOSE BELOW, TO THE BEST OF HIS OR HER KNOWLEDGE, ANY TOWN OF DAVIE OFFICER OR EMPLOYEE, OR ANY RELATIVE OF ANY SUCH OFFICER OR EMPLOYEE AS DEFINED ABOVE AND IN SECTION 112.3135, FLORIDA STATUTES, WHO IS AN OFFICER, PARTNER, DIRECTOR OR PROPRIETOR OF, OR HAS A MATERIAL INTEREST IN THE VENDOR'S BUSINESS OR ITS PARENT COMPANY, ANY SUBSIDIARY, OR AFFILIATED COMPANY, WHETHER SUCH TOWN OFFICIAL OR EMPLOYEE IS IN A POSITION TO INFLUENCE THIS PROCUREMENT OR NOT.

Please indicate below if there is a Conflict Of Interest.

(Please select one option)

☐

YES

☒

NO

If you indicated yes above please list the names and relationships of those who you believe would lead to a conflict of interest in the space provided below

Name:

Relationship:

| | |
|--|--|
| | |
| | |
| | |

By signing this document you are affirming that you have read and understood the terms, conditions, and information above. That all the information provided above is true and accurate. That the business associated with this application has not been debarred and does not have a conflict of interest in any manner as described above. That you have the proper authority to sign this document.

Name & Title, Typed or Printed

PATRICK ALLMAN,
GENERAL MANAGER

Authorized Signature



Date

6/12/23

Additional Information

Certain forms are required in order for this vendor registration form to be processed. These forms are listed below.

- ✓• W-9 Form
- ✓• Business Tax Receipt [Occupational License(s)] (Required if Vendor is based in Broward County)

These forms must be received together with this registration form.

*FIND
ATTACHED*

Note:

Email this registration form along with attachments to:

purchasing@davie-fl.gov



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

COGDILL, MICHAEL J

ODYSSEY MANUFACTURING CO

1484 MASSARO BLVD

TAMPA FL 33619

LICENSE NUMBER: CGC1516698

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE PLUMBING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

WING, DAVID ALBERT

ODYSSEY MANUFACTURING CO
9500 134TH WAY NORTH
SEMINOLE FL 33776

LICENSE NUMBER: CFC057182

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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

2022 - 2023 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT

EXPIRES SEPTEMBER 30, 2023

OCC. CODE

190.000038 CLEANING PRODUCTS MANUFACTURER

ACCOUNT NO.

215900

RENEWAL

40 Employees

Receipt Fee

120.00

Hazardous Waste Surcharge

40.00

Law Library Fee

0.00

BUSINESS ODYSSEY MANUFACTURING CO
1484 MASSARO BLVD
TAMPA, FL 33619

NAME ODYSSEY MANUFACTURING CO
MAILING 1484 MASSARO BOULEVARD
ADDRESS TAMPA, FL 336190000

2022 - 2023

Paid 21-0-494501

07/10/2022 160.00

BUSINESS TAX RECEIPT

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

NANCY C MILLAN, TAX COLLECTOR

813-635-5200

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

2022 - 2023 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT

EXPIRES SEPTEMBER 30, 2023

OCC. CODE

090.000004 CONTRACTOR

ACCOUNT NO.

66971

RENEWAL

1 Employees

Receipt Fee

18.00

Hazardous Waste Surcharge

40.00

Law Library Fee

0.00

CGC1516698

BUSINESS COGDILL MICHAEL J
ODYSSEY MANUFACTURING CO
1484 MASSARO BLVD
TAMPA, FL 33619

NAME COGDILL MICHAEL J
MAILING ODYSSEY MANUFACTURING CO
ADDRESS 1484 MASSARO BLVD
TAMPA, FL 33619

2022 - 2023

Paid 21-0-494501

07/10/2022 58.00

BUSINESS TAX RECEIPT

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

NANCY C MILLAN, TAX COLLECTOR

813-635-5200

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

2022 - 2023 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT

EXPIRES SEPTEMBER 30, 2023

OCC. CODE

090.020001 PLUMBING CONTRACTOR

ACCOUNT NO.

66972

RENEWAL

1 Employees

Receipt Fee

18.00

Hazardous Waste Surcharge

40.00

Law Library Fee

0.00

CFC057182

BUSINESS WING DAVID ALBERT
ODYSSEY MANUFACTURING CO
1484 MASSARO BLVD
TAMPA, FL 33619

NAME WING DAVID ALBERT
MAILING ODYSSEY MANUFACTURING CO
ADDRESS 1484 MASSARO BLVD
TAMPA, FL 33619

2022 - 2023

Paid 21-0-494501

07/10/2022 58.00

BUSINESS TAX RECEIPT

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

NANCY C MILLAN, TAX COLLECTOR

813-635-5200

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

State of Florida

Department of State

I certify from the records of this office that ODYSSEY MANUFACTURING CO. is a Delaware corporation authorized to transact business in the State of Florida, qualified on June 30, 1998.

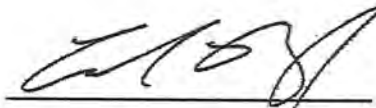
The document number of this corporation is F98000003732.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on March 13, 2023, and that its status is active.

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

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-fifth day of April, 2023*




Secretary of State

Tracking Number: 2479639163CU

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

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



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Profit Corporation

ODYSSEY MANUFACTURING CO.

Filing Information

Document Number F98000003732

FEI/EIN Number 65-0846345

Date Filed 06/30/1998

State DE

Status ACTIVE

Principal Address

1484 MASSARO BLVD
TAMPA, FL 33619

Changed: 01/20/2000

Mailing Address

1484 MASSARO BLVD
TAMPA, FL 33619

Changed: 01/20/2000

Registered Agent Name & Address

SIDELKO, STEPHEN W
2910 LUCKIE ROAD
WESTON, FL 33331

Officer/Director Detail

Name & Address

Title V/S

SIDELKO, STEPHEN W
2910 LUCKIE ROAD
WESTON, FL 33331

Title P

RAKES, MARVIN T
4515 BLUE MARLIN DRIVE
BRADENTON, FL 34208

Annual Reports

| Report Year | Filed Date |
|-------------|------------|
| 2021 | 02/19/2021 |
| 2022 | 02/02/2022 |
| 2023 | 03/13/2023 |

Document Images

| | |
|--|--|
| 03/13/2023 -- ANNUAL REPORT | View image in PDF format |
| 02/02/2022 -- ANNUAL REPORT | View image in PDF format |
| 02/19/2021 -- ANNUAL REPORT | View image in PDF format |
| 03/17/2020 -- ANNUAL REPORT | View image in PDF format |
| 03/06/2019 -- ANNUAL REPORT | View image in PDF format |
| 03/01/2018 -- ANNUAL REPORT | View image in PDF format |
| 02/10/2017 -- ANNUAL REPORT | View image in PDF format |
| 02/23/2016 -- ANNUAL REPORT | View image in PDF format |
| 03/03/2015 -- ANNUAL REPORT | View image in PDF format |
| 02/20/2014 -- ANNUAL REPORT | View image in PDF format |
| 02/01/2013 -- ANNUAL REPORT | View image in PDF format |
| 01/17/2012 -- ANNUAL REPORT | View image in PDF format |
| 01/31/2011 -- ANNUAL REPORT | View image in PDF format |
| 02/05/2010 -- ANNUAL REPORT | View image in PDF format |
| 01/21/2009 -- ANNUAL REPORT | View image in PDF format |
| 01/14/2008 -- ANNUAL REPORT | View image in PDF format |
| 01/04/2007 -- ANNUAL REPORT | View image in PDF format |
| 02/02/2006 -- ANNUAL REPORT | View image in PDF format |
| 02/04/2005 -- ANNUAL REPORT | View image in PDF format |
| 02/02/2004 -- ANNUAL REPORT | View image in PDF format |
| 02/05/2003 -- ANNUAL REPORT | View image in PDF format |
| 03/05/2002 -- ANNUAL REPORT | View image in PDF format |
| 01/23/2001 -- ANNUAL REPORT | View image in PDF format |
| 01/20/2000 -- ANNUAL REPORT | View image in PDF format |
| 02/17/1999 -- ANNUAL REPORT | View image in PDF format |
| 06/30/1998 -- Foreign Profit | View image in PDF format |

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Odyssey Manufacturing Company

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1484 Massaro Blvd.

6 City, state, and ZIP code

Tampa, FL 33619

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

____ - ____ - _____

or

Employer identification number

65 - 0846345

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►

Date ►

06/12/23

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

**TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT**

Item Number: 19.

To: Mayor and Councilmembers

From: Brian O'Connor, C.P.M., Procurement Manager

Prepared By: Jenna Albers, CPPB, Procurement Coordinator - Purchasing

Subject: Resolution

Affected District: Town Wide

Item Request: Schedule for Council Meeting

Title of Agenda Item: **PROPOSAL SELECTION - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, QUALIFYING AND SELECTING THE PROPOSAL FROM ODYSSEY MANUFACTURING COMPANY IN RESPONSE TO REQUEST FOR PROPOSALS NO. JA-23-59 CHEMICAL SYSTEM MAINTENANCE AND REPAIR SERVICES, AND AUTHORIZING THE TOWN ADMINISTRATOR OR DESIGNEE TO NEGOTIATE A CONTRACT; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

Executive Summary: The Procurement Division issued RFP# JA-23-59 to obtain proposals for chemical system maintenance and repair services.

Proposers were required to provide their best approach to the scope of services, firm's qualifications, resources and availability, experience with governmental entities, price proposal, client references and past performance, and local preference.

RFP notices were electronically broadcasted to 1,821 potential suppliers on Demandstar, as well as advertised in the Sun Sentinel, and on the Town's website.

On June 20th, 2023, the Town took receipt of one (1) proposal:

1. Odyssey Manufacturing Company

The Procurement Division conducted an administrative review of the firm, and no issues arose. The Review Committee convened on June 30th, 2023, to evaluate the proposal in accordance with the criteria stated in the RFP document.

The Review Committee's final decision is to negotiate a contract with Odyssey Manufacturing Company.

If contract negotiations were to fail, then the Review Committee's recommendation is to re-solicit this project.

The final negotiated agreement will be brought to a future Council Meeting for approval.

Key Points:

- The Procurement Division issued RFP# JA-23-59 to obtain proposals for chemical system maintenance and repair services.
- The Review Committee's final decision is to negotiate a contract with Odyssey Manufacturing Company.
- If contract negotiations were to fail, then the Review Committee's recommendation is to re-solicit this project.
- The final negotiated agreement will be brought to a future Council Meeting.

Previous Actions: The Review Committee convened on June 30th, 2023 and was compromised of members: Renuka Mohammed, Anand Maharaj, and John McGeary.

Concurrences:

Fiscal Impact:

Has request been budgeted? Yes

If yes expected cost: \$250,000

Account name and number: 400-60-145-533-54614 (\$150,000.00) 400-60-148-535-54614 (\$100,000.00)

If no, amount needed:

Account name funds will be appropriated from



Additional Comments

Recommendation: Motion to approve

Strategic Goals This Item Supports:

Respecting and promoting Diverse and Sustainable Community and Neighborhood Value with consideration of our historic roots, Nurturing the health, safety, and welfare of the community

ATTACHMENTS:

| File Name | | Description |
|---|--|------------------------------------|
|  | RESO-.docx | Resolution |
|  | RFP_Backup.pdf | RFP Backup |
|  | Original_Solicitation_and_Addendum.pdf | Original Solicitation and Addendum |
|  | Odyssey_Response_RFP-JA-23-59_Final_compressed.pdf | Odyssey Response RFP-JA-23-59 |



May 17, 2022

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

To Whom It May Concern,

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

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

Stephen Sidelko, Secretary

CORPORATE SEAL

Marvin T. Rakes, President

**TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT**

Item Number: 13.

To: Mayor and Councilmembers

From: Renuka Mohammed - Utilities Director

Prepared By: Nicole Fernandez Prada - Secretary Confidential - Utilities

Subject: Resolution

Affected District: Town Wide

Item Request: Schedule for Council Meeting

Title of Agenda Item: **AGREEMENT - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA APPROVING THE AGREEMENT BETWEEN ODYSSEY MANUFACTURING CO. AND THE TOWN OF DAVIE FOR RFP# JA-23-59 CHEMICAL SYSTEM MAINTENANCE AND REPAIR SERVICES FOR CHEMICAL SYSTEMS AT THE TOWN OF DAVIE'S TWO (2) WATER TREATMENT FACILITIES: ONE (1) WASTE WATER TREATMENT FACILITY AND ONE (1) REUSE TREATMENT FACILITY; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (Tabled from October 4, 2023)**

Executive Summary: The Utilities Department is in need of a contractor for order to provide maintenance and repair work for chemical systems at the Town of Davie's two (2) water treatment facilities, one (1) wastewater treatment facility, one (1) reuse treatment facility and any associated offsite chemical systems in the distribution and collections systems. The Town of Davie's Town Council authorized the Town Administrator or designee to negotiate a contract with Odyssey Manufacturing Co. by Resolution 2023-119 for maintenance and repair work for the chemical systems. The Town has accepted the proposal and reached an agreement with Odyssey Manufacturing Company. The annual estimated expenditure is at \$200,000.00.

Key Points:

- The Procurement Division issued RFP# JA-23-59 to obtain proposals for chemical system maintenance and repair services.
- The Town of Davie received one sole response and accepted the proposal from Odyssey Manufacturing Company.
- On July 26th, 2023, the Town Council authorized negotiations with Odyssey Manufacturing Company (R# 2023-119).
- The Town of Davie Utilities accepts the agreement between Odyssey Manufacturing Company for maintenance and repair work for the chemical systems.
- This is a three (3) year contract with three (3) one (1) year renewal options available.
- This agreement will become effective upon signature of the mayor.
- The Town Council hereby authorizes expenditures of funds over \$65,000 per year in accordance with the awarded contract prices, on an as-needed basis
- Agreement amendments and renewals will be handled administratively.

Previous Actions:

Concurrences: The Utilities Department, Procurement Division and Town Attorney have reviewed and approved the use of this contract.

Fiscal Impact:

Has request been budgeted? Yes

If yes expected cost: Dependent on usage and within established budget

Account name and number: Various approved Utilities Department accounts

If no, amount needed:

Account name funds will be appropriated from

Additional Comments Available budgeted funding must be identified prior to going forward with any purchase or expense.

Recommendation: Motion to approve

Strategic Goals This Item Supports:

Commitment to Customer Satisfaction, Dedication to Excellence in Service Delivery, Nurturing the health, safety, and welfare of the community

ATTACHMENTS:

| File Name | Description |
|--|---------------------------------------|
|  Odyssey_Manufacturing_Co_Resolution.docx | Odyssey Manufacturing Co - Resolution |
|  Contract_Summary_Form- Odyssey_Manufacturing-Final.rtf | Contract Summary Form - Final |

Contract Solicitation - RFP - Odyssey Manufacturing Company

- Odyssey_RFP-JA-23-59_Agreement_Copy.pdf
- Odyssey - RFP-JA-23-59_Chemical_System_Maintenance_and_Repair_Services.pdf
- Exhibit_B_-_Odyssey_Response.pdf
- R_2023-119_-_RFP_NO_JA-23-59_ODYSSEY_MANUFACTURING_COMPANY_FOR_CHEMICAL_SYSTEM_MAINTENANCE.pdf
- Letter_of_Authority.pdf

Contract Solicitation - RFP - JA-23-59

- Odyssey Manufacturing Co - Scanned Copy of Agreement
- Exhibit A - Odyssey Solicitation RFP-JA-23-59
- Exhibit B - Odyssey Response
- Odyssey Manufacturing Co - R-2023-119
- Odyssey Manufacturing Co - Letter of Authority