



**“PROTECTING OUR NATURAL  
RESOURCES THROUGH  
TECHNOLOGY”**

**“PIGGY BACK”**

**PACKAGE**

**USSI  
752 COMMERCE DR. SUITE 15  
VENICE, FL 34292**

**941-926-2646**

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# SECTION

# 1

# INVITATION TO BID

USSI  
752 COMMERCE DR. SUITE 15  
VENICE, FL 34292

941-926-2646

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# INVITATION FOR BID

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**BID TITLE:**

IN-FLOW ABATEMENT SERVICES

**BID NO:**

IFB-20-076

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**ISSUE DATE:**

MARCH 11, 2020



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**SUBMIT BID TO:**

Toho Water Authority  
Procurement Services  
1628 S. John Young Pkwy.  
Kissimmee, FL 34741

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**CONTACT PERSON:**

Jill Selby, Procurement  
Coordinator

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**EMAIL ADDRESS:**

procurement@tohowater.com

**(Directions:** From 192, take John Young Parkway south; turn right onto Mohawk Lane just south of RaceTrac; continue straight onto Toho Water Authority's property to stop sign, then turn right; follow signs to Warehouse Building.)

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**PHONE:**

(407) 944-5180

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**FAX:**

(407) 931-4308

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**PRE-BID CONFERENCE:**

N/A

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**DEADLINE FOR WRITTEN  
QUESTIONS:**

Friday, March 20, 2020 at 5:00 p.m.

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**BID DUE:**

THURSDAY, APRIL 2, 2020 AT 2:00 P.M.

**TOHO WATER AUTHORITY IS A NON-SMOKING AGENCY.  
SMOKING IS STRICTLY PROHIBITED IN ALL FACILITIES AND ON ALL AUTHORITY  
PROPERTIES.**

## SECTION 1 GENERAL TERMS AND CONDITIONS

\*\*\*PLEASE READ CAREFULLY\*\*\*

**BIDDER OR OFFEROR:** THESE CONDITIONS AND INSTRUCTIONS TO BIDDERS shall be binding on all Bidders or Offerors and, except to the extent otherwise provided, are incorporated by reference in all contracts resulting from any written Request for Quotation (RFQ), Invitation for Bid (IFB) or Request for Proposal (RFP) issued, collectively the ("Request"), to which they are attached and response thereto (Bid) or (Proposal). Use of the term "bid" in these General Terms and Conditions and Instructions to Bidders or Offerors is not intended to be restricted to an IFB and shall also affect written RFQ's or RFP's.

These instructions are standard for all contracts for commodities or services issued through the Tohopekaliga Water Authority (the "Authority") Procurement Services Division. The Authority may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the IFB Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement.

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### PART I - CONDITIONS OF BIDDING

**1.1 CLARIFICATION OF TERMS:** If any Bidder or Offeror has questions about the specifications or other solicitation documents in connection with an RFQ, RFP or IFB, the prospective Bidder or Offeror must contact the buyer whose name appears on the face of the solicitation no later than five (5) business days prior to the date set for the opening of Bid or Proposals or receipt of Proposals. Any revisions to the solicitation will be made only by addendum issued by the buyer. Notifications regarding specifications may not be considered if received in less than five (5) business days of the date set for opening of Bid or Proposals or receipt of Bids or Proposals.

**1.2 USE OF AUTHORITY FORM AND TERMS AND CONDITIONS:** Failure to submit a solicitation on the official Authority form provided for that purpose or unauthorized modification of or additions to any portion of the solicitation documents may be a cause for rejection of the Bid or Proposal. The Authority reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject any Bid or Proposal which has been modified. The Authority shall not be responsible for any errors or omissions of the Bidder or Offeror.

The solicitation shall be signed by a representative authorized to legally bind the firm submitting the Bid or Proposal. By signing the solicitation, the Bidder or Offeror agrees to the terms and conditions of the solicitation and certifies that it has inspected the job site(s) and shall be deemed to be aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, shall not be considered by the Authority.

**1.3 EXCEPTIONS:** For purposes of Bid or Proposal evaluation, Bidder or Offeror must indicate any exceptions, no matter how slight, from the General Terms and Conditions, Special Conditions, Specifications or Addenda in the space provided on the Bid or Proposal form. No exceptions by a Bidder or Offeror will be considered or deemed a part of the Bid or Proposal submitted unless such exceptions are listed in the Bid or Proposal and referenced in the space provided on the Bidder or Offeror proposal form. If exceptions are not stated or referenced as required, it will be assumed that the product or service fully complies with the Authority's terms, conditions, and specifications.

By receiving a Bid or Proposal, the Authority does not necessarily accept any exceptions contained in the Bid or Proposal. All exceptions submitted are subject to review and approval by the Authority. If any Bid or Proposal contains material exceptions that, in the Authority's sole opinion, make that Bid or Proposal conditional in nature, the Authority reserves the right to reject the Bid or Proposal in its entirety or that part of the Bid or Proposal which contains material exceptions.

- 1.4 **NO BID RESPONSE:** Vendors electing not to submit a Bid or Proposal in response to this solicitation should complete the attached "No Bid" Response form.
- 1.5 **BID OR PROPOSALS FIRM FOR ACCEPTANCE:** Bidder or Offeror warrants, by virtue of bidding, that its Bid or Proposal and the prices quoted in its Bid or Proposal will be firm for acceptance by the Authority for a period of ninety (90) days from the date of Bid or Proposal opening unless otherwise stated in the solicitation.
- 1.6 **LATE BID OR PROPOSAL & MODIFICATION OF BID OR PROPOSAL:** Any Bid or Proposal modification received at the office designated in the solicitation after the exact time specified for receipt of the Bid or Proposal or the modification is considered a late Bid or Proposal modification and may not be considered.

The Authority is not responsible for delays in delivery of the mail by the U.S. Postal Service, private carriers or the inter office mail system. It is the sole responsibility of the Bidder or Offeror to ensure its Bid or Proposal reaches the Procurement Services Office by the designated date and hour.

- a. The official time used in the receipt of Bid or Proposals is that time stamped by the automatic time stamp machine in the Procurement Services Office. Date/time stamps marked after the designated time of receipt will be rejected.
  - b. Late Bid or Proposal modifications will be returned to the Bidder or Offeror UNOPENED, if solicitation number, acceptance date, and Bidder/Offeror return address is shown on the container.
  - c. If the Authority closed its office due to inclement weather, the time for Bid or Proposals opening or receipt of Bid or Proposals will be extended to the next business day, same time.
  - d. Vendors may modify their Bid or Proposals prior to the date and time specified for the bid opening. Facsimile modification of Bid or Proposals shall not be accepted unless the solicitation allowed submittal by facsimile.
- 1.7 **WITHDRAWAL OF BID OR PROPOSALS:** A Bidder or Offeror for a contract may request withdrawal of his or her Bid/Proposal under the following circumstances:
    - a. Bid or Proposals may be withdrawn on written requests from the Bidders or Offerors received at the address shown in the solicitation prior to the time of acceptance.
    - b. Requests for withdrawal of Bid or Proposals after opening of such Bid or Proposals but prior to award shall be transmitted to the Authority's Procurement Services Division, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the Bid/Proposal the Authority may exercise its right of collection.
    - c. Bid or Proposals shall not be withdrawn after award of a contract or issuance of a purchase order. No plea or claim of mistake in the solicitation or resulting contract or purchase order shall be available as a defense in any legal proceeding brought upon a contract or purchase order awarded to a Bidder/Offeror as a result of the breach or nonperformance of such contract or purchase order.

**1.8 ERROR IN BID OR PROPOSALS:** When an error is made in extending total prices, the unit bid price will govern. Erasures in Bid or Proposals must be initialed by the Bidder or Offeror. Carelessness in quoting prices or in preparation of bid or otherwise, will not relieve the Bidder or Offeror of its responsibilities to provide the good or service. Bidders or Offerors are cautioned to recheck their Bid or Proposal for possible errors. Errors discovered after public opening cannot be corrected and the Bidder or Offeror will be required to perform if his or her Bid or Proposal is accepted.

**1.9 IDENTIFICATION OF BID ENVELOPE:** The signed Bid or Proposal envelope and requested copies should be returned in a separate envelope or package, sealed and identified with the following information:

**IFB No. and Title/Due Date**  
**Name of Bidder or Offeror**  
**Street**  
**City, State, Zip Code**  
**Attn: Procurement Services**

**Please attach the label provided (Attachment G) on the outside mailing package.**

If a Bid or Proposal is not addressed with the information as shown above, the Bidder or Offeror takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the Bid or Proposal to be disqualified. Bid or Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

**1.9.1 PRICING**

- a. Bidder or Offeror warrants by virtue of bidding that prices, terms and conditions quoted in its Bid or Proposal will be firm for acceptance for a period of ninety (90) days from the date of Bid or Proposal opening unless otherwise stated by the Authority or Bidder or Offeror.
- b. Prices should be stated in units of quantity as specified in the Bid/Proposal form.
- c. Life cycle cost analysis may be considered when determining the lowest responsive and responsible Bid or Proposal. This analysis may consider, in addition to purchase price, any proposed upward or downward escalator clauses proposed for the initial contract term and any potential renewal terms; operating and related costs over the life of the item including maintenance, down time, energy costs, salvage value, etc.
- d. Bid or Proposal prices shall be for complete installation ready for the Authority's use and shall include all applicable freight and installation charges; extra charges not allowed.
- e. When an annual contract is not requested by the Authority and the Bid or Proposal is for products or services to be delivered on a one-time only or staggered basis, only firm pricing shall be given consideration. General terms such as "price in effect at time of delivery" shall not be considered.

**1.10 OPENING:** At the time fixed for the opening of responses to a Bid or Proposal, all Bid or Proposals will be opened and the names of the Bidders or Offerors and the amount shall be read aloud and made readily available to the public. If a public opening of a Request for Proposal is held, only the names of the Bidders or Offerors will be read publicly.

- 1.12 TIE BID OR PROPOSALS:** A Drug Free Workplace Statement must be completed, signed, and returned prior to award of Bid or Proposal. This form will be used whenever two or more Bid or Proposals that are identical with respect to price, quality, delivery, and service are received; a Bid or Proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.
- 1.13 TAX EXEMPTION:** The Authority is exempt from Federal excise and State sales taxes. Tax exemption number is 85-8012897680C-2 and is also stipulated on our Purchase Orders.
- 1.14 NO CONTACT POLICY:** No Bidder or Offeror shall initiate or otherwise have contact related to the solicitation (RFQ, IFB or RFP) with an Authority representative, officer or employee, other than with the Procurement Services Division, after the date and time established for receipt of Bids or Proposals. Any contact initiated by a Bidder or Offeror with any Authority representative, officer or employee other than through the Procurement Services Division, concerning this solicitation is prohibited and may cause the disqualification of the Bidder or Offeror from this procurement process.
- 1.15 LICENSES, PERMITS, AND FEES:** All Bid or Proposals submitted shall have included a list of any business and professional licenses, permits, or fees required by the Authority.

## **PART II - DEFINITIONS/ORDER OF PRECEDENCE**

- 2.1 BIDDING DEFINITIONS:** The Authority will use the following definitions in its these CONDITIONS AND INSTRUCTIONS TO BIDDERS OR OFFERORS and in its general conditions, special conditions, technical specifications, instructions to Bidders or Offerors, addenda, and any other document used in the bidding process:
- a. INVITATION FOR BID – (IFB) when the Authority is requesting Bids from qualified Bidders.
  - b. REQUEST FOR PROPOSAL – (RFP) when the Authority is requesting proposals from qualified Offerors.
  - c. REQUEST FOR QUOTATION – (RFQ) when the Authority is requesting quotes from qualified Bidders or Offerors.
  - d. BID – a price and terms quote received in response to an IFB.
  - e. PROPOSAL – a proposal received in response to an RFP or RFQ.
  - f. BIDDER – person or firm submitting a Bid.
  - g. OFFEROR – person or firm submitting a Proposal.
  - h. RESPONSIVE BIDDER – a person whose bid conforms in all material respects to the terms and conditions included in the IFB.
  - i. RESPONSIBLE BIDDER – a person who has the capability in all respects to perform in full the contract requirements, as stated in the IFB, and the integrity and reliability that will assure good faith performance.
  - j. CONTRACTOR – a successful bidder or offeror who is awarded a purchase order, award contract, blanket purchase order agreement, or term contract to provide goods or services to the Authority.
  - k. CONTRACT – a written agreement for the procurement or disposal of equipment, materials, supplies, or services but not for public construction.
  - l. PUBLIC ENTITY CRIME and CONVICTED VENDOR LIST have the meanings set out in Section 287.133, Florida Statutes.



- 2.2 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this IFB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions, except as otherwise provided. If no changes or deletions to the General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety.

### **PART III - SPECIFICATIONS**

- 3.1 BRAND NAME OR EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or offeror catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the Authority. In such cases, the Authority will be receptive to any unit that would be considered by qualified Authority personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the Authority, the Bidder or Offeror must state clearly in its bid any exceptions from those specifications. It is the Bidder's or Offeror's responsibility to provide adequate information in its Bid or Proposal, to enable the Authority to ensure that the Bid or Proposal meets the required criteria. If adequate information is not submitted with the Bid or Proposal, it may be rejected. The Authority will be the sole judge in determining if the item Bid or Proposal qualifies as an approved equal.
- 3.2 FORMAL SPECIFICATIONS:** When a solicitation contains a specification which states no substitutes, no deviation there from will be permitted and the Bidder or Offeror will be required to furnish articles in conformity with that specification.
- 3.3 EQUIPMENT STANDARDS:** Any equipment delivered shall be standard new equipment, latest model, the best quality, and the highest grade work, except as otherwise specifically stated in the Bid or Proposal. Any part of nominal appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
- 3.4 ANNUAL CONTRACT USAGE REQUIREMENTS:** Whenever a Bid or Proposal is sought seeking a source of supply for an annual contract for products or services, the quantities or usage shown are estimates only. No guarantee or warranty is given or implied by the Authority as to the total amount that may not be purchased from any resulting contract. These quantities are for Bidder or Offerors information only and will be used for tabulation and presentation of Bid or Proposals

### **PART IV - BIDDING AND AWARD PROCEDURES**

- 4.1 AWARD OR REJECTION OF BID OR PROPOSALS:** The Authority reserves the right to accept or reject any or all Bid or Proposals and to waive minor irregularities or variations to specifications contained in Bid or Proposals, and minor irregularities in the bidding process. The Authority reserves the right to award the contract on a split order basis; lump sum basis, individual item basis, or such combination as shall best serve the interest of the Authority. The Authority reserves the right to make an award to the responsive and responsible bidder whose product or service meet the terms, conditions, and specifications of the IFB and whose Bid or Proposal is considered to best the Authority's interest. In determining the responsiveness of the offer and the responsibility of the Bidder or Offeror, the following shall be considered:
- a. the ability, capacity and skill of the Bidder or Offeror to perform as required
  - b. whether the Bidder or Offeror can perform promptly, or within the time specified, without delay or interference
  - c. the character, integrity, reputation, judgment, experience and efficiency of the bidder
  - d. the quality of past performance by the Bidder or Offeror

- e. the previous and existing compliance by the Bidder or Offeror with related laws, ordinances, administrative rules and orders and resolutions and requirements of the Authority.
- f. the sufficiency of the Bidder's or Offeror's financial resources
- g. the availability, quality and adaptability of the Bidder's or Offeror's supplies or services to the required use
- h. the ability of the Bidder or Offeror to provide future maintenance, service or parts
- i. the number and scope of conditions attached to the Bid or Proposal.

If the IFB or RFQ provides for a contract trial period, the Authority reserves the right, in the event the selected Bidder or Offerors does not perform satisfactorily, to award for a trial period to the next ranked Bidder or Offeror or to award a contract to the next ranked Bidder or Offeror, if that Bidder or Offeror has successfully provided services to the Authority in the past. This procedure to continue until a Bidder or Offeror is selected or the contract is re-bid, at the sole option of the Authority.

**4.2 QUALIFICATIONS OF BIDDERS OR OFFERORS:** The Authority may make such reasonable investigations as it deems proper and necessary to determine the ability of the Bidder or Offeror to perform the work/furnish the item(s) and the Bidder or Offeror shall furnish to the Authority all such information and data for this purpose as may be requested. The Authority reserves the right to inspect Bidder's or Offeror's physical facilities prior to award to satisfy questions regarding the Bidder's or Offeror capabilities. The Authority further reserves the right to reject any Bid or Proposal if the evidence submitted by or investigations of such Bidder or Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated herein.

**4.3 USE OF OTHER GOVERNMENTAL CONTRACTS:** The Authority reserves the right to reject any part of all of any Bid or Proposal received and utilize other available governmental contracts, if such action is in its best interest.

**4.4 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 or Proposal on a contract to provide any goods or services to a public entity, may not submit a Bid or Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bid or Proposals on leases of real property to a public entity, may not be awarded or perform works as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

**4.5 PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., the Public Records Law. Sealed Bid or Proposals received by the Authority in connection with an IFB, RFP or RFQ shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Bidder or Offeror believes any of the information contained in its response is exempt from the Public Records Law, and then the Bidder or Offeror must in his or her response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the Authority will treat all materials received as non-exempt. The Authority's determination of whether an exemption applies shall be final, and the Bidder or Offeror agrees to defend, indemnify and hold harmless the Authority and the Authority's officers, employees and agents, against any loss or damages,

including but not limited to attorneys' fees, incurred by any person or entity as a result of the Authority's treatment of records as public records.

- 4.6 PROHIBITION OF INTEREST:** No member, officer, agent, or employee of the Authority, either for himself or as agent for anyone else or as a stockholder or owner in any other legal entity, shall participate in or benefit directly or indirectly from any sale, purchase, lease, contract or other transaction entered into by the Authority. No contract will be awarded to a bidding firm in violation of the foregoing provision or in violation of Part III of Chapter 112, Florida Statutes. Any firm in which any member of the Board of Supervisors of the Authority or any officer or employee of the Authority or such individual's spouse or child is an officer, partner, director or proprietor or in which any such individual or any combination of them has a material interest as defined in Part III of Chapter 112, Florida Statutes, must disclose such interest and must fully comply with state law, including the Authority's governing act and Part III of Chapter 163, Florida Statutes and may be precluded from obtaining an award.. Bidders or Offerors must disclose any such affiliation or material interest. Failure to disclose any such affiliation or material interest will result in disqualification of the Bidder or Offeror and removal of the Bidder or Offeror from the Authority's Bidder's or Offeror's list and prohibition from engaging in any business with the Authority.

#### **PART V - BONDS AND INSURANCE**

- 5.1 PERFORMANCE BOND/IRRECOVABLE LETTER OF CREDIT:** If a performance bond or irrevocable letter of credit is required in the Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the Authority a performance bond or an unconditional irrevocable letter of credit payable to the Toho Water Authority, Florida in the face amount specified in the Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the Authority thirty (30) days prior to the termination date of the existing performance bond. The performance bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent. If a letter of credit is chosen, it must be in a form acceptable to the Authority, drawn on a local bank acceptable to the Authority and issued in favor of the Authority. If the Bidder or Offeror wishes to use a non-local bank, he must have prior Authority approval of the requirements to draw against the letter of credit.
- 5.2 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order, cashier's check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful Bidders or Offerors as soon as practicable after opening of Bid or Proposals. Bid security will be returned to the successful Bidder or Offeror after acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in the Special Conditions.
- 5.3 LETTERS OF CREDIT:** Generally, the Authority will require that the bank be rated A or better by a major rating agency. If the rating of the bank is downgraded below investment grade or if due to other circumstances, the Authority has concerns about the credit worthiness of an issuing bank, the Bidder or Offeror may be required to replace the letter of credit with a letter of credit issued by a different bank acceptable to the Authority or with a performance bond or, in the case of Bid Security with a letter of credit issued by a different bank acceptable to the Authority or with a bid bond, postal money order, cashier's check.
- 5.4 INSURANCE:** If the Contractor is required to go on the Authority property to perform work or services as a result of IFB award, the Contractor shall assume full responsibility and expense to

obtain all necessary insurance as required by the Authority or specified in the Special Conditions. The Contractor shall provide to the Authority original certificates and coverage and receive notification of approval of those certificates by the Authority's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the Authority's Risk Manager. The certificates must list the Authority as ADDITIONAL INSURED and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion the Authority's Risk Manager if circumstances change or adequate protection of the Authority is not presented.

## **PART VI - PURCHASE ORDER AND CONTRACT TERMS**

- 6.1 CONFIDENTIALITY AND OWNERSHIP OF DATA:** Any reports, information, intellectual property, data, drawings, specification estimates and summaries given to or prepared or assembled by the Contractor under the Scope of Work of the contract, shall not be made available to any individual or organization by the Contractor without prior written approval of the Authority. All of these items shall become the property of the Authority upon payment of fees as required by the contract.
- 6.2 OBLIGATIONS OF THE AUTHORITY AND CONTRACTOR:** Authority: The Authority shall furnish to the Contractor all available information as listed in the solicitation that may be useful for the contract work. The Authority shall assist the Contractor in obtaining access to enter upon public and private property as required to perform the contract work. The Authority shall designate a representative who shall serve as the principal contact and give direction to the Contractor throughout the duration of the contract. Contractor: The Contractor represents that he has, or shall secure at his expense, all personnel, including subcontractors required to perform and complete the Scope of Work.
- 6.3 PAYMENT TERMS:** Unless otherwise provided in the solicitation payment will be made thirty (30) days after receipt of a proper invoice with complete supporting documentation, or thirty (30) days after receipt of all goods or acceptance of work, whichever is the latter.
- 6.4 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 6.5 OTHER GOVERNMENTAL ENTITIES:** If the Bidder or Offeror is awarded a contract as a result of this RFP, IFB or RFQ he or she will, if has sufficient capacity or quantities available, provide to other governmental agencies so requesting, the products or services awarded in accordance with the terms and conditions of the RFP, IFB or RFQ and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 6.6 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any Authority employee. Only those communications which are in writing from an authorized Authority 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 Authority as duly authorized expressions on behalf of Contractors.

- 6.7 **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Bidder or Offeror shall be employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the Authority. Personal policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies unless otherwise stated in this IFB and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 6.8 **INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the Authority and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, litigation, whether in court or before an administrative body, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 6.9 **TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the Authority may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the Authority by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall at the option of the Authority become the Authority's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the Authority, not to exceed an amount equal to percentage of the contract price representing the percentage of the work completed satisfactorily. The Contractor, however, shall not be relieved of liability to the Authority for damages sustained by the Authority by reason of any breach of the Agreement by the Contractor and the Authority may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the Authority from the Contractor can be determined.
- 6.10 **TERMINATION FOR CONVENIENCE:** The Authority reserves the right, in its best interest as determined by the Authority, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 6.11 **CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the Authority for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period and continuation of the contract into subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 6.12 **RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the Authority's Auditors. The Contractor agrees to make available to the Authority's Auditors during normal business hours all books of account, reports, and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.

- 6.13 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations as well as all resolutions or directives of the Authority that would apply to this contract.
- 6.14 NON DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 6.15 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida in accordance with Florida Statutes, prior to entering into a contract with the Authority.
- 6.16 COPYRIGHTS OR PATENT RIGHTS:** The Bidder or Offeror certifies by submission of Bid/Proposal that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the product or services shipped or ordered as a result of this Bid or Proposal. The successful Bidder or Offeror shall, at its own expense defend any and all actions or suits charging such infringement and will save the Authority, its officers, employees, and agents harmless from any and all liability, loss, or expense occasioned by any such violation.
- 6.17 INVOICES:** Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the IFB/RFP number and or purchase order number.
- 6.18 DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Authority after due oral and written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs.
- 6.19 DELIVERY:** In the appropriate space, the Bidder or Offeror shall state the time of proposed delivery or project completion in number of calendar days. Unless otherwise specified, calendar days shall be presumed. Unless otherwise specified, quote the earliest delivery possible as this may be considered a factor in making award. Delivery expressed in calendar days may be given preference over such general terms as "stock immediately" and "as soon as possible." As time will be of the essence for any orders placed as a result of this bid, the Authority reserves the right to cancel such orders or any part thereof, without obligation if delivery is not made at the time(s) specified on the bid form.

## **PART VII - DELIVERY PROVISION**

- 7.1 SHIPPING INSTRUCTIONS-CONSIGNMENT:** Unless otherwise specified in the solicitation of each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 a.m. – 5:00 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the Contractor to insure compliance with these instructions for items that are drop shipped.
- 7.2 RESPONSIBILITY FOR SUPPLIES TENDERED:** The Contractor shall be responsible for loss or damage to materials or supplies covered by the contract until they are delivered at the designated point, a physical inspection is made by the Authority and the material or supplies are accepted by

the Authority. The Contractor shall bear all risk of loss or damage to rejected materials or supplies and for all materials and supplies prior to acceptance by the Authority. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the Authority may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.

- 7.3 TESTING AND INSPECTION:** The Authority reserves the right to conduct any test/inspection it may deem advisable to assure that of supplies and services conform to the specifications. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the Authority will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the Authority for such materials or supplies as are not in accordance with the specifications.
- 7.4 COMPLIANCE:** Delivery must be made as ordered and in accordance with the solicitation or as directed by the Procurement Services Office when not in conflict with the bid/contract. The decision the Authority as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Procurement Services Office, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the Authority, there shall be added to the time of completion a time equal to the period of such delay caused by the Authority. However, the Contractor shall not be entitled to claim damages of extra compensation for such delay or suspension.
- 7.5 POINT OF DESTINATION:** All materials shipped to the Authority must be shipped F.O.B. DESTINATION unless otherwise stated in the contract. The materials must be delivered to the "Ship To" address indicated on the purchase order.
- 7.6 REPLACEMENT:** Materials or components that have been rejected by the Procurement Services Office, in accordance with the terms of the contract, shall be replaced by the Contractor at no cost to the Authority.
- 7.7 PACKAGING SLIPS OR DELIVERY TICKETS:** All shipments shall be accompanied by packing slips or delivery tickets and shall contain the following information for each item delivered:
- a. purchase order number/contract number
  - b. name of article and stock number
  - c. quantity ordered
  - d. quantity shipped
  - e. quantity back ordered
  - f. the name of the Contractor

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

- 7.8 **SAMPLES:** Evidence in the form of samples may be requested if brand being quoted upon is other than as specified. The Authority reserves the right to request that such samples be furnished at the time of bid opening. The Authority also reserves the right to request samples after the date of bid opening. Requested samples must be furnished free of expense to the Authority and if not used in testing or destroyed, will, upon request, be returned at the Bidder's or Offeror's expense.

#### **PART VIII - BIDDER/OFFEROR/CONTRACTOR REMEDIES**

- 8.1 **PROTEST OF AWARD OR DECISION TO AWARD/EXHAUSTION OF ADMINISTRATIVE PROCEEDING:** Any protest must be made within three (3) days following posting of the bid/proposal award. Protest procedures are available from the Authority Procurement Services Department. Notice of decision or intended decision concerning a Bid or Proposal solicitation or award will be given by posting the Bid or Proposal tabulation or recommended award at the location where the Bid or Proposals were opened. The Bidder or Offeror must exhaust this administrative proceeding before bringing suit. Failure to file a protest within the time prescribed herein and to exhaust the remedy provided by the Authority for such bid protest shall constitute a waiver of the right to bring suit.
- 8.2 **DISPUTES:** In the case of any doubt or differences of opinion as to the items to be furnished hereunder, the decision of the Authority's Procurement Agent shall be final and binding on both parties.
- 8.3 **NO CONSEQUENTIAL DAMAGES:** Consequential damages shall not be available to a Contractor for breach of contract by the Authority.
- 8.4 **NO DAMAGES REMEDY TO OFFEROR OR BIDDER:** An Offeror or Bidder who is unsuccessful shall not have a damages remedy as a result of the rejection of the Bid or Offer but shall be limited to the administrative remedies provided by the Authority and, after exhausting such remedies, the further remedy of declaratory relief or, in a proper case, injunction. Venue shall in all cases be in Osceola County, Florida.
- 8.5 **PERSONAL PRONOUNS AND TERMINOLOGY.** The personal pronouns, are used interchangeably regardless of sex and regardless of the legal status or identity of the entity or person to which the terms apply.

**END OF SECTION 1**



## SECTION 2 INSTRUCTIONS TO BIDDER

### 2.0 INSTRUCTIONS TO BIDDER

#### 2.1 PURPOSE

The purpose of these specifications is to select a Contractor to provide inflow abatement services for Toho Water Authority.

#### 2.2 PARTIES DEFINED

A. The term "Authority" used in the bid documents refers to Toho Water Authority. The term "Contractor" refers to the person or firm to whom an award is made to perform the work under this contract.

B. The term "Contractor" refers to the person or firm to whom an award is made to perform the work under this contract.

C. The term "Successful Bidder" refers to the lowest, qualified, responsive and responsible Contractor to whom the Authority makes an award.

#### 2.3 PRE-BID CONFERENCE AND PRE-CONSTRUCTION MEETING

There will be no pre-bid conference for this solicitation.

#### 2.4 CLARIFICATION OF REQUIREMENTS

Questions regarding clarification or interpretation of this solicitation shall be addressed **in writing via email no later than FRIDAY, MARCH 20, 2020, at 5:00 p.m.** to the Procurement Services Department at [procurement@tohowater.com](mailto:procurement@tohowater.com). **Phone calls will not be accepted.** However, unless modified by a written addendum issued by the Procurement Services department, the specifications and conditions contained herein stand as stated. Verbal communications are neither authoritative nor binding. Any verbal interpretation in conflict with these specifications as written should immediately be directed in writing to the Procurement Services department. Any interpretation provided to any vendor in response to inquiries regarding this solicitation which may affect the outcome of this bid will be furnished in writing via addendum to all vendors on DemandStar at [www.demandstar.com](http://www.demandstar.com) and on VendorLink at [www.myvendorlink.com](http://www.myvendorlink.com).

#### 2.5 EXAMINATION OF BID DOCUMENTS

It is the responsibility of each Bidder before submitting a bid:

- To examine thoroughly the Bid Documents
- To study and carefully correlate the Bidder's knowledge and observations of the Bid Documents and such other related data
- To promptly notify the Authority of all conflicts, errors, ambiguities or discrepancies which the Bidder has discovered in or between the Bid Documents and such other related documents or conditions.

#### 2.6 BID OPENING AND INSTRUCTIONS FOR SUBMITTING BID

- A. The deadline for submitting bids and the location for opening bids is shown on the cover sheet. Bids will be opened publicly and read aloud immediately following the deadline for submitting bids. **No bid shall be considered if it arrives after the scheduled due date and time. No exceptions will be made.**

B. Each Bidder shall submit one (1) original and one (1) copy of the bid submittal. The submittal shall also include a CD or memory stick containing the entire bid formatted to be ready with Microsoft software or Adobe PDF software.

C. All bids must be submitted in a sealed package(s) and date and time stamped by an Authority representative on or prior to the due date and time specified on the front page. No other form of submission will be accepted (i.e., E-mail, Facsimile, etc.). Bid packages must be identified on the outside as follows:

**Solicitation No. and Title/Due Date**

**Name of Bidder**

**Street**

**City, State, Zip Code**

**Attn: Procurement Services**

**Please use the form provided (Attachment G) on the outside mailing package.**

D. Bids will be available for inspection during normal business hours in the Procurement Services Department within 30 days of the closing date, by appointment (Florida Statute 119.071(1) (b)).

E. A copy of the completed bid tabulation will be available on DemandStar at [www.demandstar.com](http://www.demandstar.com) and on VendorLink at [www.myvendorlink.com](http://www.myvendorlink.com) within thirty (30) days after bid opening.

## **2.7 SIGNATURE**

The Bidder shall sign the bid in the proper section with a manual signature of an authorized representative, and shall enter his title and date of the bid. Failure to properly sign the bid shall invalidate the bid and it shall not be considered for award. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the bid prior to submittal of the bid.

## **2.8 IRREVOCABLE OFFER**

Any bid may be withdrawn up until the date and time set above for opening of the bid. Any bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of ninety (90) days to sell the Authority the goods or services set forth in the attached specification until one (1) or more of the bids have been duly accepted by the Authority.

## **2.9 RESERVED RIGHTS**

The Authority reserves the right to accept or reject any and/or all bids, or any part thereof and/or to waive irregularities and technicalities. Also, the Authority reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirements of the Authority. Any sole response received by the first submission date may or may not be rejected by the Authority depending on available competition and timely needs of the Authority. For each item or for all items combined, the bid of the lowest responsive, responsible bidder will be accepted, unless all bids are rejected.

To be responsive, a bidder shall submit a bid that conforms in all material respects to the requirements set forth in the bid.

To be a responsible, a bidder shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities,

equipment, and credit which will assure good faith performance. Also, the Authority reserves the right to make such investigation as it deems necessary to make this determination. Such information may include but shall not be limited to: current financial statements; verification of availability of equipment and personnel, and past performance records.

#### **2.10 CODE OF ETHICS**

With respect to this bid, if any bidder violates or is a party to a violation of the Code of Ethics of the Authority per the Authority's procurement regulations and/or the State of Florida per Florida Statutes, Chapter 12, Part III, Code of Ethics for Public Officers and Employees, such bidder may be disqualified from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids for goods or services for the Authority.

#### **2.11 SHAM OR COLLUSIVE BIDS**

The bids of any bidder or bidders who engage in collusive bidding shall be rejected. Any bidder who submits more than one bid in such a manner as to make it appear that the bids submitted are on a competitive basis from different parties shall be considered a collusive bidder.

#### **2.12 AWARD**

Award will be made to the lowest responsive and responsible bidder within ninety (90) days after the bid opening. Unless canceled or rejected, a responsive bid from the lowest responsible bidder shall be accepted as submitted. The Authority reserves the right to make an award in whole or in part at its discretion.

#### **2.13 RE-AWARD**

If for some reason the awarded vendor cannot fulfill the bid requirements, a letter of cancellation will be sent and that vendor will be removed from the bid. The Authority will then either contact the next vendor in line to see if they are still interested in an award of the bid to replace the cancelled vendor. The Authority reserves the right to re-bid.

#### **2.13 NOTICE OF AWARD**

Notice of award will also be posted on DemandStar at [www.demandstar.com](http://www.demandstar.com) and on VendorLink at [www.myvendorlink.com](http://www.myvendorlink.com).

#### **2.14 BID FORM**

See **Submittal Requirements** for complete details. No bid will be considered unless it is submitted upon the Bid Form supplied for this project. The blank spaces in the Bid Form shall be filled in correctly and completely for each and every item for which a description is given. All names must be typed or printed on or below the signature.

Where prices are requested, the Bidder must state the price(s) for which he proposes to do each part of the work contemplated, and the total amount for all parts included in any or all of the combinations of the work. The Bid Form must be completed and signed by an agent who is fully authorized to bind the individual submitting the offer to sell, to the terms, conditions, and specifications contained herein as well as any addenda to this solicitation.

#### **2.15 CONTRACT TERM/RENEWAL**

The initial contract period shall be for three (3) years to commence upon the issuance of purchase order or execution of the agreement. The contract may be renewed subject to written notice of

agreement for one (1) additional two (2) year period beyond the primary contract period. Unit prices bid shall be held firm for the initial term and the two (2) year renewal period.

#### **2.16 ADDENDA TO THE SOLICITATION**

- A. The Authority reserves the right to amend this solicitation at any time prior to the deadline for submitting Bids or Proposals. If it becomes necessary to revise any part of this solicitation, notice of the revision will be posted on DemandStar at [www.demandstar.com](http://www.demandstar.com) and on VendorLink at [www.myvendorlink.com](http://www.myvendorlink.com). If, in the opinion of the Procurement Services Agent, the deadline for the submission of proposals does not provide sufficient time for consideration of any Addendum, then such deadline may be extended at the discretion of the Authority.
- B. It shall be the responsibility of each Bidder to contact the Procurement Services contact identified on the cover page to this solicitation prior to submission of a bid or proposal hereunder in order to determine whether any addenda have been issued in connection with this procurement. Notwithstanding any provision to the contrary, the failure of any Bidder to receive any addenda shall neither constitute grounds for withdrawal of its proposal nor relieve such Bidder from any responsibility for incorporating the provisions of any addenda in its proposal.

#### **2.17 RECEIPT OF ADDENDA**

Receipt of any addenda issued shall be acknowledged on the addenda and returned with Bid. **Failure to acknowledge your receipt of any addenda may result in your bid being considered non-responsive.**

#### **2.18 LATE BIDS**

Bids or unsolicited amendments to bids arriving after the closing date and time shall not be considered. Bids received after the bid submission deadline shall be returned to the Bidder unopened providing that sufficient bid identification information is shown on the outside of the bid envelope.

#### **2.19 BID PRICES**

In the event there is a discrepancy between the unit prices and the extended totals, the unit prices shall govern. In the event there is a discrepancy between the prices written in words and written in figures, the prices written in words shall govern. In case of error in the Bidder's extended summation, the computed total of the Authority shall govern. The total amount of the summation of Bid extension shall be the basis of awarding the contract to the lowest responsible Bidder.

Should the lowest responsible bid exceed the funds budgeted for the project, the Authority reserves the right to negotiate with the lowest responsive and responsible Bidder in the best interest of the Authority.

#### **2.20 CONTRACTUAL AGREEMENT**

An agreement will be required for this service and must be signed by the Bidder prior to execution by the Authority, whereupon the bidder becomes the Contractor upon approval.

#### **2.21 DISCLOSURE OF BID CONTENT**

All material submitted becomes the property of the Authority and may be returned only at the Authority's option. The Authority has the right to use any or all ideas presented in any reply to this Bid. Selection or rejection of any Bid does not affect this right.

The Authority is governed by the Public Record Law, Chapter 119, Florida Statutes. Only trade secrets as defined in Section 812.081(1)(c), Florida Statutes or financial statements required by the Authority as defined in 119.071(1)(c), Florida Statutes (hereinafter "Confidential Materials"), may be exempt from disclosure. If a respondent submits Confidential Materials, the information must be segregated, accompanied by an executed Non-Disclosure Agreement for Confidential Materials and each pertinent page must be clearly labeled "confidential" or "trade" secret. The Authority will not disclose such Confidential Materials, subject to the conditions detailed within the Agreement, which is attached to this solicitation. When such segregated and labeled materials are received with an executed Agreement, the Authority shall execute the Agreement and send the respondent a "Receipt for Trade Secret Information."

#### **2.22 ASSIGNMENT**

The successful Bidder will not be permitted to assign its contract with the Authority, or to subcontract any of the work requirements to be performed, without obtaining prior written approval from the Authority.

#### **2.23 REFERENCES**

Each Bidder must submit with its Bid, five (5) references (**See Attachment C, Reference Form**). References shall be of similar scope of operations as the Authority to whom the Bidder has supplied the same services within the past three (3) years. References must be able to attest without reservation to the fact that the Bidder provided the contracted goods/services without a significant problem of any kind, and at any time during the contract period. Failure to provide this information may be cause for rejection of the Bid.

**END OF SECTION 2**

## SECTION 3

### 3.0 SCOPE OF SERVICES AND TECHNICAL REQUIREMENTS

#### 3.1 INTRODUCTION AND INTENT

The purpose of these specifications is to select a Contractor to provide inflow abatement services for Toho Water Authority.

#### 3.2 RESPONSIBILITIES OF CONTRACTOR

The following tasks shall be performed by the Contractor within wastewater pumping station collection basins designated by the Authority.

##### A. INSPECTING MANHOLES

Inspect manholes for damage, leakage or other operating or structural problems. This inspection should include documentation of adverse conditions (including a photograph) and GPS location. All data should be correlated to the manhole asset number provided by the Authority.

It is not intended that manhole inspections meet the standards of NASSCO's MACP, but they must provide adequate information to indicate the need for follow up owner investigation and potential action. At a minimum, manhole inspections shall include the following data attributes:

- Owner provided unique identifier
- Date of inspection
- GPS XY coordinates
- Closest street address
- Ring & Cover material
- Chimney material
- Manhole type ("brick" or "pre-cast")
- Manhole lined? ("yes" or "no")
- Liner Type ("none", "cementitious", "epoxy", "other")
- Steps ("yes" or "no")
- Downstream Pipe Material (NASSCO material codes)
- Pipe Size Outgoing
- Pipe Size Incoming
- Manhole Depth (fractional feet)
- Frame Diameter (inches)
- Cover Diameter (inches)
- Ring & Cover Condition
- Manhole Wall Condition
- Step Condition
- Invert Condition
- Roots Present
- Corrosion Present
- General Condition
- Comments
- Flows to Manhole ID

Inspection results shall be provided by wastewater lift station basin and organized in a spreadsheet or database table. Results shall be provided electronically.

## B. SEALING MANHOLES CHIMNEYS

The work covered under this section includes, but is not limited to all labor, equipment, materials, supervision and any other efforts required to seal the manhole chimney as outlined herein. The intent of the chimney seal is to prevent inflow from the area beneath the rim of the manhole, but above the cone. The chimney includes the ring, cement extensions, lift rings, brick or cement used to raise the manhole ring.

The chimney seal shall be installed using ElastaSeal® internal manhole sealing system or equivalent as approved by the Engineer (approval will be based on parameters below and installed experience in the southeastern United States) that specifies a primer material to stick to the concrete, and a flexible seal. The seal is to be of an aramid fiber reinforced flexible, but resistant material to account for surface loading changes that create most chimney damage. The sealing materials shall have the following parameters:

### Primer coat:

- Specific gravity > 1.0
- >90 % solids as measured by ASTM D2369
- Elongation 650 +/- 50 as measured by ASTM D412
- Adhesive strength > 700 psi on steel or concrete as measured by Eclometer 109
- Tensile strength = 3200 +/- 50 psi as measured by ASTM D412
- Tear resistance = 325 +/- 10 psi as measured by ASTM D624
- Nonflammable as measured by ASTM D-93 in a Pensky-Martens closed cup
- Temperature Range -65 to 200 F
- Minimal water absorption capacity (<0.5%)

### Top Coat:

- Specific gravity > 1.0
- >99 % solids as measured by ASTM D2369
- As applied, solids greater than 70%
- Ultimate Elongation equal to or greater than 850% +/- 50 as measured by ASTM D412
- Elongation as applied equal to or greater than 325% +/- 10 as measured by ASTM D412
- Adhesive strength > 700 psi on steel or concrete as measured by Eclometer 109
- Tensile strength = 2300 +/- 50 psi as measured by ASTM D412
- Tear resistance = 345 +/- 10 psi as measured by ASTM D624
- Nonflammable as measured by ASTM D-93 in a Pensky-Martens closed cup
- Temperature Range -65 to 200 F
- Kevlar® fiber (Aramid Fiber Reinforcer)
- Minimal water absorption capacity (<0.5%)
- Shore A Hardness equal to 75 +/- 5 as measured by ASTM 2240

Neither material shall contain VOCs. The final sealing system shall remain flexible with time to account for surface loading variations.

Kevlar™ is a registered Trademark of E.I. DuPont Corporation

Seal coat shall be resistant to damage after 14 days of immersion in:

- Salt
- Gasoline
- Hydrogen sulfide
- Antifreeze
- Low pH

Primer and top coat shall have, as a minimum, a five (5) year warranty. This warranty shall dictate that any repairs within the warranty period shall include the labor and materials necessary to repair or recoat the manhole chimney.

#### Installation

- All loose mortar, concrete brick or other materials shall be removed by the Contractor as they would interfere with seal performance and adhesion.
- High pressure sandblast chimney and ring to create a dry, clean surface. Surface shall be clean from dust and moisture.
- Mastic Primer coat shall be applied to clean chimney material and applied in accordance with manufacturer instructions. Coating shall cure for a minimum of 30 minutes or as specified by the manufacturer prior to application of lining
- Lining material shall be applied on top of primer in accordance with manufacturer instructions.
- The primer and lining shall have a finished, dry thickness greater than 120 mils.
- The manhole shall be opened once to install primer and liner to minimize disruptions to traffic.
- NOTE: Concrete must be at least 28 days old with a compressive strength of 3500 psi prior to application of sealant.

NOTE: If the manhole chimney is in such a state of disrepair that it cannot accommodate the proper installation sealer, the Contractor shall make a notation in the comment section of the manhole inspection report to provide the Authority the opportunity to repair or replace it.

#### C. INSTALLATION OF RAIN DISHES

The work covered under this section includes, but is not limited to all labor, equipment, materials, supervision and any other efforts required to install rain dishes in manholes. Dishes shall be effective in keeping out rain, sand, dirt chemical spills and other materials from entering manhole.

The rain dish shall be Inflow Defender™ manhole inflow dish or equivalent, as approved by the Engineer, consisting of the following:

- The inflow dish body shall be manufactured from high density polyethylene material, comply with UL Standard, 94-HB, and meet all associated ASTM specifications related to Prime HDPE 250. Dish thickness shall be a uniform .125 inches thick. Inflow dish body to be fabricated with molded ribbing members in bowl area for structural integrity. Inflow dish to have smooth radius molded edges for additional strength and prevention of cracking.
- The gasket seal shall be made of closed cell neoprene material and have a pressure sensitive adhesive on one side for adhering to inflow dish body, seating rim. Gasket to be .5 inches wide and shall have a minimum thickness of .125 inches.
- The lift strap shall be made from a woven nylon material, securely adhered to the inflow dish body interior, with a corrosion resistant fastener assembly consisting of no less than two washers with the largest being no smaller than 1.25 inches.
- For proper abatement results, the inflow dish, when installed, must seat fully flush within the manhole frame rim seat area. Frame must be cleaned of all dirt and debris prior to installation.
- Manufacturer shall have five-year warranty on manhole inflow dishes standard. Manufacture date molded into Inflow Dish Body. Gasket Seal does not need to be included in the warranty.
- To ensure proper fit with manholes, inflow dishes will be manufactured to specific measurements field obtained by contractor.

Alternative inflow dish manufacturer must provide engineer with their inflow dish specifications and samples for review and acceptance.



#### Installation

- Remove manhole cover
- Contractor shall wipe all manhole ring flange area to remove soil and moisture from the interior of ring.
- Measure manhole interior to find smallest diameter.
- Install appropriate rain dish.

A list of manholes receiving rain dishes shall be provided to the Authority.

#### D. SMOKE TESTING

The Contractor shall furnish all items (labor, equipment, materials and supervision) necessary to complete smoke testing of all assigned basins.

Smoke Testing will be used to determine:

- The sources of entry into the collection system of surface waters (surface inflow) on both public and private property. This includes catch basins, storm sewer or irrigation.
- The sources of entry into the collection system of illegal connections on both public and private property such as downspout connections or industrial connections, yard drains, or cooling water
- The sources of entry into the collection system due to broken or missing cleanouts
- Lost manholes
- Breaks in the main sewers or laterals that leach to the surface
- Contractor shall document each case of improper entry or damage to the collection system and provide a report which will include the physical address, GPS coordinates, a detailed map indicating the breach point and include photographic proof of same to Authority.

#### Preparations

- Smoke testing of all collections systems may affect occupants of buildings connected to the line being tested. Such factors as defected in the sewer system of buildings, dry traps, defective wax beneath toilets, terminated vents or breaks, missing or unsealed cleanouts of any kind will cause smoke to enter the building. It is imperative to avoid a public relations problem caused by panic or alarm if workers or residents suddenly see smoke in their building.
- Adequate preparation plus notification of all residents by door hanger a minimum of 72 hours in advance of smoke testing shall be the responsibility of the Contractor. All customer notification material must be presented to the Authority for acceptance prior to use.
- It shall be the responsibility of the Contractor to provide adequate notification to the fire department, police department and emergency services of the anticipated smoke testing schedule and to notify the departments at the start of each day in an area to avoid the departments diverting their attention to false alarms caused by smoke testing.
- It shall be the responsibility of the Contractor to insure that all operators who participate in the smoke testing be fully trained and briefed in the handling of residents and business owners who discover smoke in their buildings or in their yards.
- It shall be the responsibility of the contractor to assure that all operators involved in smoke testing be trained that any smoke in a building is an indication of sewer gases from the sewer entering the building and to advise the homeowner that immediate action to correct the problem is needed for the health and safety of the building occupants.

#### Operation

At the start of each operation, the smoke blower will be located over the manhole. (Smoke testing shall not be conducted on windy or wet days). The blower will be started and liquid smoke will be employed. Smoke bombs are not to be used. As soon as the liquid smoke has been blown into the manhole, the operators and recorders shall be instructed to move out according to pre-arranged plans to canvas the area affected by the smoke testing. Observers will look for smoke rising

from the ground that may indicate:

- The sources of entry into the collection system of surface waters (surface inflow) on both public and private property. This includes catch basins, storm sewer or irrigation.
- The sources of entry into the collection system of illegal connections on both public and private property such as downspout connections or industrial connections, yard drains, or cooling water
- The sources of entry into the collection system due to broken or missing cleanouts
- Lost manholes
- Brakes in the main sewers or laterals that leach to the surface

Observers will pay particular attention to smoke rising around the foundation of the house where the service pipe likely enters the building.

#### Recording

Contractor shall employ electronic means to document each case of improper entry or damage to the collection system. These electronic means shall embed the collected information directly into the file of each defect to avoid recording errors.

As a minimum, smoke testing observations will include:

- Wastewater lift station basin identifier
- The street address
- GPS coordinates of observation
- A digital photograph illustrating the observation (minimum of 5 megapixel)
- Specific notes to permit follow-up activity (source, reason, location)
- Type of break (“lateral”, “manhole”, “main”)
- Ring & Cover Break (“broken”, “alignment”, “missing”, “seating”)
- Lateral Break (“open” or “broken”)
- Material Type of Cleanout
- Size of Cleanout (diameter)
- Private or Public

The contractor shall locate the observations along with the recorded information on a detailed map and report to the Authority. Locations and call outs for each defect shall be included on the map. Paint a mark on the street, using green temporary marking chalk, to assist the Authority in finding defects for follow-up activity

Reports will be provided to the Authority no later than 5 business days from the completion of any given section or basin. Reports will be provided in hardcopy and electronic format.

#### Smoke Test Result Reporting

Contractor shall document each case of improper entry or damage to the collection system and provide best case estimate as to the flow and cost incurred by the Authority as a result of the defect. To accomplish this, the observers will:

- Record the type of defect
- Record the severity of the defect
- Record the topography influencing the defect
- Record the volumes of smoke emanating from the defect

Contractor shall apply the recorded information to generate a detailed report to the Authority which will:

- Estimate the amount of gallons entering the various defects per one-inch rain fall

- Estimate the amount of gallons entering the smoked area per one-inch rain fall
- Estimate the cost to process the inflow entering the various defects per one-inch rain fall
- Estimate the cost to process the inflow entering the smoked area per one-inch rain fall

Provide a detailed estimate of the percentage of inflow and cost to process the inflow, broken down into four categories:

- Lift station
- Chimney Sections
- Ring and Cover
- Laterals

#### E. INSTALLATION OF CLEANOUT CAPS

The work covered under this section includes, but is not limited to all labor, equipment, materials, supervision and any other efforts required to replace cleanout caps where necessary within the Authority's control.

Minor cleanout repairs, limited to replacement of missing or broken cap, coupling or riser (limited to 12" below grade) can be performed by the Contractor provide the homeowner agrees and signs a release. It is expected that the Contractor will attempt to notify the homeowner and acquire approval to perform the repairs (limited to those identified above).

Where applicable, these locations shall be correlated to smoke test observation locations.

#### F. INSTALLATION OF CLEANOUT PLUG (Optional Activity)

The Authority may elect to install Cleanout Plugs, in lieu of Cleanout Caps. The Authority's representative will make this decision based on the potential for repeated damage to cleanout caps resulting in continued inflow into the collection system.

The work covered under this section includes, but is not limited to all labor, equipment, materials, supervision and any other efforts required to install LDL® or equivalent plugs in the broken or open cleanouts within the Authority's control during smoke testing.

The plug shall be a LDL® Clean-Out Plug or equivalent consisting of the following:

- Plug body shall be molded, one piece, synthetic urethane polymer material designed to align and seal cleanout.
- Inner seal of plug shall consist of a pvc material fabricated with an internal tapered, beveled seat with a thickness of .187 in and overall height of 1.25 in.
- Plug will not permit gases to escape past it.
- Plug will not permit sewage to flow past it.
- Plug will be removable by utility crews from the surface using embedded hardware molded into the plug body with a corrosion resistant material
- Retrieval hasp and hardware shall be made of corrosion resistant material and shall protrude at least one inch above the plug body and have a thickness of 0.187 in.
- Plug shall have embedded steel to permit surface detection by metal detector.

#### Installation

- Remove cleanout cap (broken or otherwise).
- Contractor shall wipe all cleanouts to remove soil and moisture from the interior of cleanout stack. All loose materials shall be removed by Contractor as they would interfere with plug.
- Contractor will scuff the interior of stack with a file hone.

- Swab interior scuffed area with PVC cleaner.
- Swab exterior of inner seal ring of plug with PVC cleaner.
- Apply PVC glue to interior walls of cleanout and exterior of inner seal ring of plug.
- With surface tools, slide inner seal ring into appropriate point in cleanout. Align with depth gauge installation tool. Twist to glue in place.
- Let cure for 60 seconds.
- Install plug.

NOTE: If the clean-out stack is in such a state of disrepair that it cannot accommodate the proper installation of the cleanout plug, the Contractor shall make a notation in the comment section of the smoke testing report to provide the Authority the opportunity to repair or replace it.

Where applicable, these locations shall be correlated to smoke test observation locations.

#### G. REPORT

The Contractor shall furnish all items (labor, equipment, materials and supervision) necessary to complete a project report. The project report will provide the Authority with a record of work completed and observations made throughout the project. A spreadsheet containing the following will be provided as part of the report:

##### Manholes

- Frame – type, size and general condition of frame and cover
- Chimney – type, general condition and existence of liner in chimney
- Barrel and invert – type, general condition
- Pipes – type, sizes, number of pipes in manholes
- Depth and conditions of manhole, noting any invasion of roots or corrosion in manhole structure

##### Cleanouts (included for all requiring cap replacement)

- Depth and condition of the cleanout, noting any invasion of roots in service line or damage

The Authority shall provide a map of the collection system within the project area. The map will label each manhole and sewer cleanout with a unique identifier. This identifier shall be used to reference to work performed and observations made.

#### H. LIFT STATION BASIN INFILTRATION INVESTIGATION

Conduct field investigation to determine the volume of infiltration entering the collection system through structural defects. Identify gravity mains for follow-up CCTV based on upstream and downstream manhole water levels and estimated flow rates. Investigations should be performed during periods of low use – as defined by the Authority’s diurnal curves.

Methodology to be used for the investigation shall be documented and followed. Observed data used to reach conclusions or make recommendations must be provided in the report. Recommendation provided in the report should be prioritize in order of significant.

### 3.3 QUALIFICATIONS OF BIDDER

- Only responsible Bidders who have knowledge and experience of, and are currently engaged in In-Flow Abatement Services will be considered for award. All work shall be performed by skilled and properly licensed Contractors with a minimum of five (5) years of experience in the respective trade or service. Bidder may submit copies of any other licenses or certificates which further demonstrate his/her capabilities.

- B. Bidders must provide evidence of authorization to do business in the State of Florida via registration on Sunbiz or covenant to obtain such authorization prior to award of Contract.
- C. To demonstrate qualifications to perform the Work, Bidders must be prepared to submit information including, but not limited to, financial data, previous experience history, references, and evidence of authority to conduct business in the jurisdiction where the Project is located. This information must be received by TWA within ten days of Bidder receiving the written request by the Authority. Submittals requested pursuant to this paragraph is in addition to those required herein.
- D. In order to demonstrate competence to perform the work, Bidder shall at minimum, provide the following:
  - 1. List of public utility clients in Florida (a minimum of five) where similar projects have been completed, including name, address, phone number and position of utility contact. The list shall note the work completed (smoke testing, manhole sealing, manhole inspection/chimney sealing and installation of cleanout caps with the specified products used).
  - 2. An example of the report provided to a public utility client as a result of performing the work.
  - 3. Five years of experience applying the specified chimney seal product and examples of completed work.
  - 4. Referenced projects work must include smoke testing, sealing manhole chimneys, installation of manhole inflow dishes, installation of cleanout caps and creation of an asset inventory/condition report of the manholes.

**END OF SECTION 3**

## SECTION 4

### 4.0 SPECIAL TERMS AND CONDITIONS

#### 4.1 PRECEDENCE IN TERMS

In the event of a conflict, the Special Terms and Conditions shall take precedence.

#### 4.2 ALTERNATE BIDS NOT ACCEPTED

If two different bids are included in a single envelope, both will be rejected at the bid opening.

#### 4.3 INCURRED EXPENSES

This IFB does not commit the Authority to award a contract, nor shall the Authority be responsible for any cost or expense which may be incurred by the bidder in preparing and submitting the Submittal called for in this IFB, or any cost or expense incurred by the bidder prior to the execution of a contract agreement.

#### 4.4 BANKRUPTCY/INSOLVENCY

At the time of bid submittal, the Successful bidder shall not be in the process of or engaged in any type of proceedings in insolvency or bankruptcy, either voluntary or involuntary, or in receivership proceedings. If the Successful bidder is awarded a contract for six (6) months or longer, and files for bankruptcy, insolvency or receivership, the Authority may, at its option, terminate and cancel said contract, in which event all rights hereunder shall immediately cease and terminate.

#### 4.5 INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986

The Contractor is and shall remain an independent Contractor and is neither agent, employee, partner, or joint venture, of the Authority. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324 et. Seq., and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach and shall be grounds for immediate termination of the contract, at the discretion of the Authority.

#### 4.6 INVOICE/PAYMENT

Invoices for payment shall be emailed to the Toho Water Authority at [accountspayable@tohowater.com](mailto:accountspayable@tohowater.com). The Authority will endeavor to make a payment on a correct invoice within 30 days after receipt of an invoice acceptable to the Authority. The Contractor shall submit invoices upon acceptance by the Authority. Invoices shall include, but are not limited to the following:

- Contractor's name
- Contractor's address and phone number
- The Authority's Purchase Order Number and Contract Number
- Date of delivery
- Itemized description and contract pricing

#### 4.7 CERTIFICATE OF INSURANCE

Before performing any contract work, the Successful Bidder shall procure and maintain, during the life of the contract, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the Authority and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best

Company rating of no less than "A – Excellent: FSC VII." No changes are to be made to these specifications without prior written specific approval by the Authority Procurement Services Department.

- A. **Worker's Compensation:** The Successful bidder will provide Worker's Compensation coverage for all employees at the site location and in case any work is subcontracted, will require the successful Offeror to provide Worker's Compensation for all his employees. The limits will be statutory for Worker's Compensation and \$1,000,000.00 for Employer's Liability.
- B. **Comprehensive General Liability:** The Successful bidder will provide for all operations including, but not limited to Contractual and Products Completed Operations. The limits will not be less than \$1,000,000.00.
- C. **Comprehensive Automobile Liability:** The Successful Offeror will provide coverage for all owned and non-owned vehicles for limits not less than \$1,000,000.00.
- D. **Umbrella Liability:** The Successful bidder will provide an umbrella in excess to the coverage in paragraphs B and C of not less than \$1,000,000.00.
- E. **Hazardous Materials Insurance:** For the purpose of this section, the term "hazardous materials" includes all materials and substances that are now designated or defined as hazardous by Florida or Federal law or by the rules and regulations of Florida or any Federal Agency. If the work being performed involves hazardous materials, the need to procure and maintain any or all of the following coverage will be specifically addressed upon review of exposure. However, if hazardous materials are identified while carrying out this contract, no further work is to be performed in the area of the hazardous material until the Authority has been consulted as to the potential need to procure and maintain any or all of the following coverage through an addendum to the contract.

The Authority shall retain the right to review, at any time, coverage from, and amount of insurance. The procuring of required policies of insurance shall not be construed to limit the Contractor liability or to fulfill the indemnification provisions and requirements of this Contract. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the Authority is an insured under this policy.

Contract award will be subject to compliance with the insurance requirements. Certificates of insurance evidencing coverage and compliance with the conditions to this Contract, and showing the Authority's proposal number, if any, and description of work, and copies of all endorsements are to be furnished to the Authority's Procurement Services Department prior to commencement of work, and a minimum of ten (10) calendar days after the expiration of the insurance contract when applicable. All insurance certificates shall be received by the Authority's Procurement Services Department before the Contractor shall commence or continue to work.

All policies required by this Contract, with the exception of Professional Liability and Workers' Compensation, or unless specific approval is given by the Authority, are to be written on an occurrence basis, shall name the Authority as additional insured as their interest may appear under this Contract.

**END OF SECTION 4**



# SECTION

## 2

# PROPOSAL

USSI

**752 COMMERCE DR. SUITE 15  
VENICE, FL 34292**

**941-926-2646**

**USSIUSA.COM**



**SECTION 6  
REVISED BID FORM**

DATE: March 30<sup>th</sup>, 2020

Have you supplied all the Submittal Requirements outlined below?

- One (1) completed original and two (2) copies of the Bid submittal, plus CD or memory stick
- Any addenda pertaining to this solicitation
- Drug Free Certification
- List of five (5) References
- List of Possible Subcontractors **(Not allowed for this bid.)**
- Certificate(s) of Insurance (evidencing coverage as required)
- Copy of proper professional licenses or credentials including your local business tax

receipt

- Bidder Qualifications per Section 3.4

**All costs related to the performance of all the work outlined, excluding permits and fees, shall be included in the bid pricing.**

	Item/Description	Qty.	Unit	Unit Price	Extended Price
1	Mobilization & Demobilization	1	Lump Sum	\$1500.00	\$1500.00
2	Indemnification	1	Lump Sum	\$100.00	\$100.00
3	General Requirements, Bonds, Permits	1	Lump Sum	\$100.00	\$100.00
4	Maintenance of Traffic	1	Lump Sum	\$100.00	\$100.00
5	Smoke Testing and Report Preparation	160,000	Linear Foot	\$.34	\$54,400.00
6	Seal Manhole Chimneys	801	Each	\$330.00	\$264,330.00
7	Insert Dishes into Manholes	801	Each	\$35.50	\$28,435.50
8	Replace Cleanout Caps				
	8a. 6-inch cleanout riser pipes	80	Each	\$10.00	\$800.00
	8b. 4-inch cleanout riser pipes	721	Each	\$5.00	\$3,605.00
9	Install Cleanout Pipes				
	9a. 6-inch cleanout riser pipes	67	Each	\$129.00	\$8,643.00
	9b. 4-inch cleanout riser pipes	608	Each	\$86.00	\$52,288.00
10	LS Basin Report	160,000	Linear Feet	\$.25	\$40,000.00
11	Lift Station Area Infiltration Investigation	80,000	Linear Feet	\$.13	\$10,400
	<b>TOTAL BASE BID</b>				<b>\$464,701.50</b>

Total Base Bid in Words:

Four Hundred Sixty Four Thousand Seven Hundred One Dollars And Fifty Cents

- A. To accept the stipulation of all Terms and Conditions and Specifications including delivery and other provisions.
- B. To enter into and execute a Contract if awarded on the basis of this Bid.
- C. To accomplish the work in accordance with the Bid documents and Specifications.

**Failure of the Bidder to provide pricing for all unit priced items and/or the Base Bid and ALL requested Additive/deductive bid items, or alternate bids, may be cause for rejection of the bid as non-responsive.**

We do not take exception to the Scope of Work

We take exception to the Scope of Work as follows:

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

The Authority reserves the right to reject any or all bids, to waive informalities, and to accept all or any part of any bid as they may deem to be in the best interest of the Authority.

The Undersigned Agrees:

- A. To accept the stipulation of all Terms and Conditions and Specifications including delivery and other provisions.
- B. To enter into and execute a Contract if awarded on the basis of this Bid.
- C. To accomplish the work in accordance with the Bid documents and Specifications.

Company Name: USSI LLC

Address: 752 Commerce Drive Suite 15

City: Venice State: FL Zip: 34292

Print Name: Eric McRoberts Title: Business Development

Telephone: 941-725-2123 Fax: 941-926-8917 Email: eric@ussiusa.com

Federal Tax ID: 65-0891727

Signature:  Date: 3-30-2020

**END OF SECTION 6**



# SECTION

# 3

# AWARD

USSI

**752 COMMERCE DR. SUITE 15  
VENICE, FL 34292**

**941-926-2646**

**USSIUSA.COM**

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Agreement effective the 27<sup>th</sup> day of May, 2020.

USSI, LLC

By: [Signature]  
Print Name: Dion Vlasak  
Title: CEO

Attest: [Signature]  
Print Name: Eric McRoberts  
Address: 752 Commerce Drive Suite 15  
Venice FL 34292

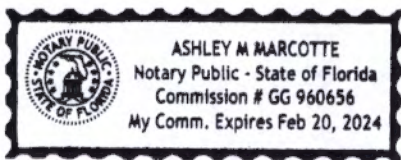
TOHOPEKALIGA WATER AUTHORITY

By: [Signature]  
Print Name: Todd P. Swingle  
Title: Executive Director

Attest: [Signature]  
Print Name: Anthony J. Cotter  
Title: General Counsel  
Address: 951 Martin Luther King Blvd.  
Kissimmee, Florida 34741

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was executed before me by means of [ ] physical presence or [ ] online notarization this 7 day of MAY, 2020, by DION VLASAK as CEO of USSI, LLC., a Florida limited liability company, on behalf of the company who is personally known to me OR has produced FLORIDA DRIVER'S LICENSE as identification.



Signature: [Signature]  
Print Name: ASHLEY M MARCOTTE  
NOTARY PUBLIC, State of FLORIDA  
My Commission Expires: FEB. 20, 2024

(Stamp)

**FIRST AMENDMENT  
to  
AGREEMENT  
for  
IN-FLOW ABATEMENT SERVICES  
(IFB-20-076)**

**THIS FIRST AMENDMENT TO AGREEMENT FOR IN-FLOW ABATEMENT SERVICES (IFB-20-076)** is made by and between Tohopekaliga Water Authority, an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, whose mailing address is 951 Martin Luther King Boulevard, Kissimmee, Florida 34741 (the “AUTHORITY or TOHO”) and USSI, LLC, a Florida limited liability company, whose mailing address is 752 Commerce Drive, Suite 15, Venice, Florida 34292 (the “CONTRACTOR”). The AUTHORITY and the CONTRACTOR may individually be referred to as a “Party” and collectively as the “Parties.”

***WITNESSETH:***

**WHEREAS**, on May 27, 2020, the Board of Supervisors (the “Board”) approved an agreement with the CONTRACTOR for the provision of in-flow abatement services (the “Services”) under Agreement IFB-20-076 (the “Original Agreement”); and

**WHEREAS**, the AUTHORITY desires to continue receiving the Services provided by the CONTRACTOR under the Original Agreement; and

**WHEREAS**, pursuant to Section 25, entitled “Modifications,” the Original Agreement may be modified by way of a written instrument, mutually accepted by the Parties; and

**WHEREAS**, the Parties have agreed to enter into this First Amendment to amend the Original Agreement, as more specifically set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, and provisions contained herein, the Parties agree as follows:

1. The unit price list set forth in the Exhibit “B” to the Original Agreement shall be repealed and replaced with the revised Exhibit “B,” a copy of which is attached and incorporated herein by reference.
2. Section 30, entitled “Employment Eligibility Verification (E-Verify),” shall be repealed and replaced to read as follows:

**SECTION 30. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)**

- a) As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Florida Statutes, the CONTRACTOR and its subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.
  - b) The CONTRACTOR shall require each of its subcontractors to provide the CONTRACTOR with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with any unauthorized alien. The CONTRACTOR shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the record retention requirements of this Agreement.
  - c) The CONTRACTOR or any subcontractor who has a good faith belief that a person or entity with which it is contracting knowingly violated Section 448.09(1), Florida Statutes, or the provisions of this section, shall terminate the contract with the person or entity.
  - d) The AUTHORITY upon good faith belief that a subcontractor knowingly violated the provisions of this section, but the CONTRACTOR otherwise complied, shall promptly notify the CONTRACTOR and the CONTRACTOR shall immediately terminate the contract with the subcontractor.
  - e) A contract terminated under the provisions of this section is not a breach of contract and may not be considered as such. Any contract terminated under the provisions of this section may be challenged pursuant to Section 448.095(2), Florida Statutes. The CONTRACTOR acknowledges that upon termination of this Agreement by the AUTHORITY for a violation of this section by the CONTRACTOR, the CONTRACTOR may not be awarded a public contract for at least one (1) year. The CONTRACTOR further acknowledges that the CONTRACTOR is liable for any additional costs incurred by the AUTHORITY as a result of any contract for a violation of this section.
  - f) **Subcontracts.** The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.
  - g) Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security website: <http://www/dhs.gov/E-verify>.
3. The changes set forth herein shall become effective upon this First Amendment being executed by both Parties.

4. All of the terms and conditions of the Original Agreement, not otherwise revised or amended in this First Amendment, and any subsequent amendment(s) shall remain in full force and effect. To the extent of any conflict between this First Amendment and the Original Agreement, the terms of this First Amendment shall prevail.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]  
[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this First Amendment effective the 11 day of May, 2022.

USSI, LLC, a Florida limited liability company

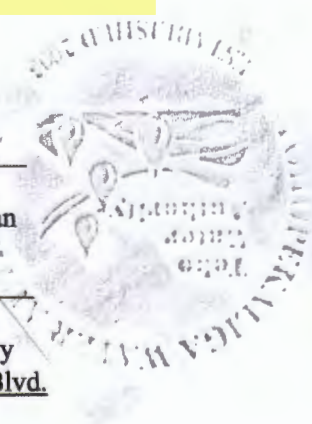
By: [Signature]  
Print Name: Dion Vlasak  
Title: CEO

Attest: [Signature]  
Print Name: Eric McRobert  
Title: VP Sales + Marketing  
Address: 752 Commerce Drive NW  
Venice FL 34292

TOHOPEKALIGA WATER AUTHORITY

By: [Signature]  
Print Name: Hector Lizasuain  
Title: Board of Supervisors, Chairman

Attest: [Signature]  
Print Name: William Land  
Title: Board of Supervisors, Secretary  
Address: 951 Martin Luther King Blvd.  
Kissimmee FL 34741



STATE OF Florida  
COUNTY OF Sarasota

The foregoing instrument was executed before me by means of  physical presence or  online notarization, this 02 day of May, 2022 by Wendy Bautista as Dion Vlasak of USSI, LLC, a Florida limited liability company, on behalf of the company, who is  personally known to me OR  has produced Florida Driver license identification.

[Signature]  
Notary Public, State of Florida

(Stamp)

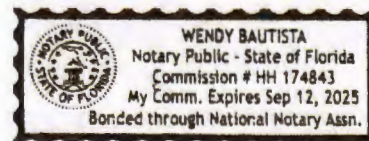




EXHIBIT "B"

Revised Unit Price List

**EXHIBIT B  
SECTION 6  
REVISED BID FORM**

DATE: April 19, 2022

Have you supplied all the Submittal Requirements outlined below?

- One (1) completed original and two (2) copies of the Bid submittal, plus CD or memory stick
- Any addenda pertaining to this solicitation
- Drug Free Certification
- List of five (5) References
- List of Possible Subcontractors (**Not allowed for this bid.**)
- Certificate(s) of Insurance (evidencing coverage as required)
- Copy of proper professional licenses or credentials including your local business tax

receipt

- Bidder Qualifications per Section 3.4

**All costs related to the performance of all the work outlined, excluding permits and fees, shall be included in the bid pricing.**

	Item/Description	Qty.	Unit	Unit Price	Extended Price
1	Mobilization & Demobilization	1	Lump Sum	\$ 1,605.00	\$ 1,605.00
2	Indemnification	1	Lump Sum	\$ 107.00	\$ 107.00
3	General Requirements, Bonds, Permits	1	Lump Sum	\$ 107.00	\$ 107.00
4	Maintenance of Traffic	1	Lump Sum	\$ 107.00	\$ 107.00
5	Smoke Testing and Report Preparation	160,000	Linear Foot	\$ .36	\$ 57,600.00
6	Seal Manhole Chimneys	801	Each	\$ 353.10	\$ 282,833.00
7	Insert Dishes into Manholes	801	Each	\$ 37.98	\$ 30,421.98
8	Replace Cleanout Caps				
	8a. 6-inch cleanout riser pipes	80	Each	\$ 10.70	\$ 856.00
	8b. 4-inch cleanout riser pipes	721	Each	\$ 5.35	\$ 3,857.35
9	Install Cleanout Pipes				
	9a. 6-inch cleanout riser pipes	67	Each	\$ 138.03	\$ 9,248.01
	9b. 4-inch cleanout riser pipes	608	Each	\$ 92.02	\$ 55,948.16
10	LS Basin Report	160,000	Linear Feet.	\$ .27	\$ 43,200.00
11	Lift Station Area Infiltration Investigation	80,000	Linear Feet	\$ .14	\$ 11,200.00
	<b>TOTAL BASE BID</b>				<b>\$ 497,090.50</b>

Total Base Bid in Words:

Four Hundred Ninety Seven Thousand Ninety Dollars and Fifty Cents

The Undersigned Agrees:

- A. To accept the stipulation of all Terms and Conditions and Specifications including delivery and other provisions.
- B. To enter into and execute a Contract if awarded on the basis of this Bid.
- C. To accomplish the work in accordance with the Bid documents and Specifications.

**Failure of the Bidder to provide pricing for all unit priced items and/or the Base Bid and ALL requested Additive/Deductive bid items, or alternate bids, may be cause for rejection of the bid as non-responsive.**

We do not take exception to the Scope of Work

We take exception to the Scope of Work as follows:

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The Authority reserves the right to reject any or all bids, to waive informalities, and to accept all or any part of any bid as they may deem to be in the best interest of the Authority.

The Undersigned Agrees:

- A. To accept the stipulation of all Terms and Conditions and Specifications including delivery and other provisions.
- B. To enter into and execute a Contract if awarded on the basis of this Bid.
- C. To accomplish the work in accordance with the Bid documents and Specifications.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Print Name \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Federal Tax ID: \_\_\_\_\_

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



# SECTION

# 4

# CONTRACT

USSI  
752 COMMERCE DR. SUITE 15  
VENICE, FL 34292

941-926-2646

USSIUSA.COM

**AMENDED AND RESTATED AGREEMENT**  
**Between**  
**TOHOPEKALIGA WATER AUTHORITY**  
**And**  
**USSI, LLC**  
**For**  
**IN-FLOW ABATEMENT SERVICES**  
(IFB-20-076)

**THIS AMENDED AND RESTATED AGREEMENT FOR IN-FLOW ABATEMENT SERVICES** (the “Agreement”) is made and entered into between Tohopekaglia Water Authority, an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, whose mailing address is 951 Martin Luther King Blvd., Kissimmee, Florida 34741 (“Toho”) and USSI, LLC, a Florida limited liability company, whose mailing address is 752 Commerce Drive, Suite 15, Venice, Florida 34292 (the “Contractor”). Toho and the Contractor may be individually referred to as a “Party” and collectively as the “Parties.”

**RECITALS**

**WHEREAS**, on May 27, 2020, Toho and the Contractor entered into that certain agreement for the provision of in-flow abatement services, in accordance with the IFB-20-076 solicitation (the “Original Agreement”); and

**WHEREAS**, the Original Agreement provided for an overall award of \$500,000 for the term of the Original Agreement, which expires on May 12, 2023, with the option for the Parties to extend the term for one additional 2-year period; and

**WHEREAS**, on May 11, 2022, Toho’s Board of Supervisors (the “Board”) approved the First Amendment to the Original Agreement, which provided, in part, revising the unit price list set forth in the Original Agreement; and

**WHEREAS**, on December 14, 2022, the Board approved Addendum #1 to the Original Agreement to increase the contract award by an additional \$545,369.20 (Five Hundred Forty-Five Thousand, Three Hundred Sixty-Nine Dollars and 20/100) for a total not to exceed award amount of \$1,045,369.20 (One Million, Forty-Five Thousand, Three Hundred Sixty-Nine Dollars 20/100) for the term of the Agreement; and

**WHEREAS**, the Parties have agreed to extend the term of the Original Agreement for the one additional 2-year period, through May 12, 2025; and

**WHEREAS**, the Parties acknowledge the potential confusion caused by the execution of the First Amendment and Addendum #1 to the Original Agreement; and

**WHEREAS**, the Parties have agreed to enter into this Agreement to amend and restate the terms and conditions provided in the Original Agreement, the First Amendment, and Addendum #1, as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, and consideration, as mutually deemed acceptable by the Parties, the Parties agree as follows:

1. **RECITALS.** The above recitals are true and correct and incorporated as a material to form a material part of this Agreement.

2. **TERM.** The effective date of this Agreement shall be retroactive to May 13, 2020, in accordance with the Original Agreement, and shall continue through May 13, 2025, unless otherwise terminated by either Party.

3. **SCOPE OF SERVICES.** The Contractor shall provide those services and access, as set forth in Exhibit "A" (collectively the "Services"), based upon the unit prices, as set forth in Exhibit "B." Copies of both Exhibit "A" and Exhibit "B" are attached and incorporated by this reference.

4. **OBLIGATIONS OF CONTRACTOR.** Obligations of the Contractor shall include, but not be limited to, the following:

- A. The Contractor shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which are necessary to fully complete and deliver the Services required by Toho. The Contractor shall not have the authority to create, or cause to be filed, any liens for labor and/or material on, or against, Toho, or any property owned by Toho. Any such lien, attachment, or encumbrance, until removed, shall preclude any and all claims or demand by the Contractor for any payment expected by virtue of this Agreement.
- B. The Contractor will ensure that all of its employees, agents, subcontractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set forth herein, when providing Services for Toho under this Agreement.
- C. The Contractor shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to complete the work, properly and fully, as set forth in the Scope of Services.

- D. The Contractor shall maintain an adequate and competent staff and shall remain authorized to do business in the State of Florida for the term of this Agreement, including renewals. The Contractor may subcontract the Services requested by Toho, with prior written approval from Toho; however, the Contractor shall remain fully responsible for the satisfactory completion of all subcontracted work.

**5. STANDARD OF CARE.**

- A. The Contractor has represented to Toho that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the Services provided under this Agreement. By executing this Agreement, the Contractor agrees that the Contractor will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The Contractor shall perform the requested Services in an efficient manner, consistent with Toho's stated Scope of Services and industry standards.
- B. The Contractor covenants and agrees that it and its employees, agents, subcontractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

**6. COMPENSATION.**

- A. The amount paid under this Agreement for acceptable performance of Services, as more specifically described in Exhibit "A," shall be based upon the unit rates set forth in Exhibit "B" and shall not exceed \$1,045,369.20 (One Million Forty-Five Thousand, Three Hundred Sixty-Nine Dollars and 20/100) for the term of the Agreement.
- B. Compensation for Services completed by the Contractor under this Agreement shall be paid in accordance with Section 218.70, Florida Statutes, Florida's Prompt Payment Act.
- C. Services performed in accordance with this Agreement are subject to the annual appropriation of funds by Toho. Toho reserves the right, in its sole discretion, to forego use of the Contractor for any project that may fall within the Scope of Services, as set forth in Exhibit "A." In the event Toho is not satisfied with the Services performed by the Contractor, Toho will hold any amounts due until the Contractor has appropriately addressed the problem to Toho's satisfaction, in its sole discretion.

7. **TERMINATION FOR CONVENIENCE.** Toho may terminate this Agreement, without cause, upon 30 days written notice to the Contractor prior to the effective date of such termination. The Contractor shall cease work in accordance with the directions set forth in the notice or, if the notice is silent, on the effective date of termination.

8. **TERMINATION FOR CAUSE.** Toho may terminate this Agreement, without further obligation, upon written notice to the Contractor, if the Contractor breaches any material term of the Agreement and such breach remains uncured for 30 days after receipt of said notice.

9. **PAYMENT WHEN SERVICES ARE TERMINATED.**

- A. In the event of termination of this Agreement by Toho, and not due to the fault of the Contractor, Toho shall compensate the Contractor for all authorized Services performed prior to the effective date of termination.
- B. In the event of termination of this Agreement due to the fault of the Contractor, or at the written request of the Contractor, Toho shall compensation the Contractor for all authorized Services completed prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to Toho. All such payments shall be subject to an offset for any damages incurred by Toho resulting from any delay occasioned by early termination. The Contractor shall in no way construe this provision as Toho's sole available remedy in the event of breach by the Contractor.

10. **INSURANCE.**

- A. The Contractor shall procure and maintain the following types of insurance, with the respective limits indicated below, and shall provide evidence of the same to Toho, in the form of Certificates of Insurance, prior to the start of any work hereunder:
  - 1) **Worker's Compensation:** The Contractor shall provide Workers' Compensation coverage for all employees at the site location and, in the case any work is subcontracted, shall require the subcontractor to provide Workers' Compensation coverage for all its employees. The limits shall be in accordance with the limits set forth in Florida Statutes and \$1,000,000 (One Million Dollars) for Employer's Liability.
  - 2) **Commercial General Liability:** The Contractor shall provide for all operations including, but not limited to, Contractual and Products Completed Operations. The limits shall not be less than \$1,000,000 (One Million Dollars).



- 3) **Comprehensive Automobile Liability:** The Contractor shall provide coverage for all owned and non-owned vehicles with limits not less than \$1,000,000 (One Million Dollars).
  - 4) **Umbrella Liability:** The Contractor shall provide an umbrella policy in excess to the coverage provided for in the above paragraphs of not less than \$1,000,000 (One Million Dollars).
- B. The Contractor shall name "Tohopekaliga Water Authority" as a certificate holder and as an additional insured, to the extent of the Services provided hereunder, on all required insurance policies, except for Workers' Compensation policies, and provide Toho with proof of the same.
- C. The Contractor, and any authorized subcontractor(s), shall provide Toho's Procurement Services with a Certificate of Insurance evidencing such coverage for the duration of the Agreement, including renewals. The Certificate of Insurance shall be dated and include:
- 1) The name of the insured Contractor;
  - 2) The specified job by name and job number;
  - 3) The name of the insurer;
  - 4) The number of the policy;
  - 5) The effective date;
  - 6) The termination date;
  - 7) A statement that the insurer will mail notice to Toho at least 30 days prior to any material changes in the provisions or cancellation of the policy; and
  - 8) A waiver of subrogation in favor of Toho.
  - 9) Coverage shall be primary and non-contributory.
- D. Receipt of certificates or other documentation of insurance or policies, or copies of policies, by Toho or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements specified herein.
- E. The Contractor shall ensure that any subcontractor(s), which hired to perform any of the duties contained in the Scope of Services of this Agreement, procure and maintain the same insurance, in accordance with the requirements set forth herein. In addition, the Contractor shall maintain proof of the same on file and make the same readily available to Toho upon request.

**11. TOHO OBLIGATIONS.** At the Contractor's request, Toho agrees to provide, at no cost to Toho, all pertinent information known to be available to Toho to assist the Contractor in providing and performing the Services required under this Agreement.

**12. APPLICABLE LAW, VENUE, JURY TRIAL.** The laws of the State of Florida shall govern all aspects of this Agreement. In the event it becomes necessary for either Party to initiate legal action regarding this Agreement, venue shall lie in Osceola County, Florida. Each Party Parties hereby waives their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the Parties hereto.

In all respects, this Agreement shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to any choice of law or rules thereof that may direct the application of the laws of another jurisdiction.

**13. PUBLIC RECORDS COMPLIANCE.**

**A. 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 Agreement, contact the custodian of public records at the following:**

Records Retention  
951 Martin Luther King Blvd.  
Kissimmee, Florida 34741  
(407) 483-3822  
[publicrecordsrequests@tohowater.com](mailto:publicrecordsrequests@tohowater.com)

- B. The Contractor understands that by virtue of this Agreement all of its documents, records, and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If Contractor shall act on behalf of Toho, as provided under Section 119.011(2), Florida Statutes, as amended, the Contractor, subject to the terms of Section 287.058(1)(c), Florida Statutes, as amended, and any other applicable legal and equitable remedies, shall:
- 1) Keep and maintain public records that ordinarily and necessarily would be required by Toho in order to perform the Services; and
  - 2) Provide the public with access to public records on the same terms and conditions that Toho would provide the records and at a cost that does not exceed the cost provided by Florida law; and
  - 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; and
  - 4) Meet all requirements for retaining public records and transfer, at no cost, to Toho all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All

records stored electronically must be provided to Toho in a format that is compatible with the information technology systems of Toho; and

- 5) If the Contractor does not comply with a public records request, Toho shall enforce the contract provisions, in accordance with this Agreement.

**14. INDEPENDENT CONTRACTOR.** This Agreement does not create an employee/employer relationship between the Parties. It is the Parties' intention that the Contractor, its employees, subcontractors, representatives, volunteers, and the like, will be an independent contractor, and not an employee of Toho for the purposes including, but not limited to, application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments; the Federal Insurance Contribution Act; the Social Security Act; the Federal Unemployment Tax Act; the provisions of the Internal Revenue Code; the State of Florida revenue and taxation laws; the State of Florida's Workers' Compensation laws; the State of Florida unemployment insurance laws; and the Florida Retirement System benefits. The Contractor will retain sole and absolute discretion in the judgment regarding the manner and means of carrying out the Contractor's activities and responsibilities under this Agreement.

**15. APPLICABLE LICENSING.** The Contractor, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required for successfully providing the Services set forth herein.

**16. COMPLIANCE WITH ALL LAWS.** The Contractor, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, Toho, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or as adopted at any time following the execution of this Agreement.

**17. INDEMNIFICATION.** To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless Toho, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, costs, and expenses (including, but not limited to, attorneys' fees, paralegals' fees, consultants' fees, and costs at all administrative, pretrial, trial, and appellate levels) of any kind or nature whatsoever, arising directly or indirectly out of or caused, in whole or part, by any act or omission of the Contractor or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable.

**18. SOVEREIGN IMMUNITY.** Toho expressly retains all rights, benefits, and immunities of sovereign immunity, in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any paragraph, section, or article of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of the sovereign immunity or the limits of liability, which may have been or may be adopted by the Florida Legislature, and the cap on the amount and type of liability of Toho for damages, attorney fees, and costs, regardless of the number or nature of claims in tort, equity, or contract, which shall not exceed the dollar amount

for tort, as set by the Florida Legislature. Nothing in this Agreement shall inure to the benefit of any third party for allowing any claim against Toho, otherwise barred under the Doctrine of Sovereign Immunity or operation of law.

**19. BANKRUPTCY OR INSOLVENCY.** If the Contractor shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court; or if a receiver of the property of the Contractor shall be appointed in any proceeding brought by or against the Contractor; or if the Contractor shall make an assignment for the benefit of creditors; or proceedings shall be commenced on or against the Contractor's operations of the premises, Toho may terminate this Agreement immediately notwithstanding the notice requirements of Section 7 hereof.

**20. BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their heirs, personal representatives, successors, and/or assigns.

**21. ASSIGNMENT.** Assignment of this Agreement by the Contractor shall be subject to express written consent of Toho. Failure by Toho to provide such written consent shall deem any such assignment by the Contractor null and void.

**22. SEVERABILITY.** All clauses found herein shall act independently of each other. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions shall continue in full force without being impaired or invalidated in any way.

**23. WAIVER.** Failure by the Parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement, to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment of any such covenant, term, provision, condition, or right of election, which shall remain in full force and effect.

**24. NOTICE.** The Parties understand and mutually agree that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to Toho and the Contractor. In the event of any change to the addresses indicated below, written notice shall be provided by such Party to the other of such change. All notices required and/or made pursuant to this Agreement to Toho and the Contractor shall be in writing and provided by way of nationally recognized courier or United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

Toho:	Toho Water Authority
	Attn: Procurement Services (Warehouse)
	1628 S. John Young Parkway
	Kissimmee, Florida 34741

Contractor: USSI, LLC  
752 Commerce Drive, Suite 15  
Venice, Florida 34292

25. **MODIFICATION.** The covenants, terms, and provisions of this Agreement may be modified by way of written instrument, mutually accepted by the Parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

26. **ENTIRE AGREEMENT.** This Agreement, including any documents incorporated herein, sets forth and constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof. This Agreement shall supersede any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any Party to this Agreement.

27. **HEADINGS.** All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.

28. **ADMINISTRATIVE PROVISIONS.** In the event Toho issues a purchase order, memorandum, letter, or any other instrument addressing the Services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for Toho's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

29. **CONFLICT OF INTEREST.** The Contractor warrants that the Contractor has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that the Contractor has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this Section, Toho shall have the right to immediately terminate this Agreement, without liability and without regard to the notice requirements set forth in Section 7 hereof.

30. **PUBLIC ENTITY CRIMES.** As required by Section 287.133, Florida Statutes, the Contractor warrants that it is not on the convicted contractor list for a public entity crime committed within the past 36 months. The Contractor further warrants that it will neither utilize the services of, nor contract with, any supplier, subcontractor, or consultant in connection with this Agreement for a period of 36 months from the date of being placed on the convicted contractor list.

### 31. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

- A. As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Florida Statutes, the Contractor and its subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.
- B. The Contractor shall require each of its subcontractors to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with any unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the record retention requirements of this Agreement.
- C. The Contractor or any subcontractor who has a good faith belief that a person or entity, with which it is contracting, knowingly violated Section 448.09(1), Florida Statutes, or the provisions of this section, shall terminate the contract with the person or entity.
- D. Toho, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but the Contractor otherwise complied, shall immediately notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- E. A contract terminated under the provisions of this section is not a breach of contract and may not be considered as such. Any contract terminated under the provisions of this section may be challenged pursuant to Section 448.095(2), Florida Statutes. The Contractor acknowledges that upon termination of this Agreement by Toho for a violation of this section by the Contractor, the Contractor may not be awarded a public contract for at least one year. The Contractor further acknowledges that the Contractor will be liable for any additional costs incurred by Toho as a result of the termination of the contract for violation of this section.
- F. **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.
- G. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security website: <http://www/dhs.gov/E-verify>.

32. **JOINT AUTHORSHIP.** This Agreement shall be construed as resulting from joint negotiation and authorship by the Parties. No part of this Agreement shall be construed as the product of any one of the Parties hereto.

33. **EQUAL OPPORTUNITY EMPLOYER.** The Contractor is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The Contractor will further ensure that all subcontractors it uses in providing the Services required under this Agreement will comply with all equal opportunity employment laws.

34. **AUDITING, RECORDS, AND INSPECTION.** In the performance of this Agreement, the Contractor shall keep all books, records, and accounts of all activities related to this Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours, by an authorized representative of Toho, and shall be retained by the Contractor for a period of three years, or as otherwise required under the applicable provisions of the State of Florida Record Retention Schedule, after termination or completion of the Agreement, including renewals, or until Toho's full audit is complete, whichever comes first. Toho shall retain the right to audit the books during the record retention period prescribed herein. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Toho also has the right to conduct and audit within 60 days from the date of execution of this Agreement by both Parties to determine whether the Contractor has the ability to fulfill its contractual obligations to Toho's satisfaction. Toho has the right to terminate this Agreement based upon its findings of such audit without regard to the termination provision set forth herein.

35. **PROJECT MANAGERS.** Toho and the Contractor have identified the individuals listed below as Project Managers, each of who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the Contractor to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval by Toho. If Toho and the Contractor replace their current Project Manager with another individual, an amendment to this Agreement shall not be required. Notwithstanding the foregoing, Toho will notify the Contractor, in writing, if the current Toho Project Manager is replaced with another individual.

A. Toho's Project Manager contact information is as follows:

Tim Noyes, Asset Manager  
Engineering / Asset Management  
Toho Water Authority  
951 Martin Luther King Blvd.

Kissimmee, Florida 34741  
(407) 944-5040  
[tnoyes@tohowater.com](mailto:tnoyes@tohowater.com)

B. The Contractor Project Manager's contact information is as follows:

Eric McRoberts  
USSI, LLC  
752 Commerce Drive, Suite 15  
Venice, Florida 34292  
(941) 725-2123  
[eric@ussiusa.com](mailto:eric@ussiusa.com)

**36. SCRUTINIZED COMPANIES.**

A. If this Agreement has a cumulative value that meets, or exceeds, \$1,000,000 (One Million Dollars), then the Contractor must certify that it is not a "Scrutinized Company" pursuant to Section 287.135(2), Florida Statutes. A "Scrutinized Company" is a company that is:

- 1) on the "Scrutinized Companies that Boycott Israel List," created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel;
- 2) on the "Scrutinized Companies with Activities in Sudan List" or the "Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List," created pursuant to Section 215.473, Florida Statutes; or
- 3) engaged in business operations in Cuba or Syria.

B. To ensure compliance with Section 287.135(5), Florida Statutes, certification requirement, the Contractor must complete an "Affidavit of Non-Scrutinized Company Status," a copy of which is attached and incorporated by reference as Exhibit "C." The affidavit must be executed by an individual that is authorized to bind the Contractor and shall be properly notarized.

C. Pursuant to Section 287.135(3)(c), Florida Statutes, Toho may terminate this Agreement should the Contractor be found to:

- 1) have falsified its certification of non-scrutinized company status; or
- 2) subsequent to the submittal of the attached affidavit, the Contractor engages in activities that make it a "Scrutinized Company."

**37. SIGNATORY.** Each signatory below represents and warrants that he or she has the



full power, and is duly authorized by their respective Party, to enter into and perform under this Agreement. Such signatory further represents that he or she has fully reviewed and understands the terms and conditions set forth in this Agreement, including exhibits, and fully intends to abide by and comply with all of the terms and conditions set forth herein.

**38. COUNTERPARTS, ELECTRONIC TRANSACTION, AND ELECTRONIC SIGNATURES.** This Agreement may be electronically executed by the Parties in counterparts, up to but not exceeding the number of Parties, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. Each Party may deliver its executed signature page by email transmission to the other Party at the email addresses set forth herein. Delivery shall be effective and complete upon completion of such email transmission. The Parties agree that electronic signatures may be used in the execution of this Agreement, in accordance with Parts I and II of Chapter 668, Florida Statutes.

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[SIGNATURES ON PAGE THAT FOLLOWS]

IN WITNESS WHEREOF, the Parties hereby, by their duly authorized representatives, have executed this Agreement on the dates set forth below.

USSI, LLC, a Florida limited liability company

By: [Signature]  
Printed Name: Dion Vlasak  
Title: CEO  
Date: \_\_\_\_\_

Attest:  
By: [Signature]  
Printed Name: Eric M. Roberts  
Address: 752 Commerce Drive  
Venice FL 34292

STATE OF Florida  
COUNTY OF Sarasota

The foregoing instrument was executed before me by means of  physical presence or [ ] online notarization this 1 day of MAY, 2023, by DION VLASAK, as CEO of USSI, LLC, a Florida limited liability company, on behalf of the company, who is [ ] personally known to me or has  produced Driver License as identification.

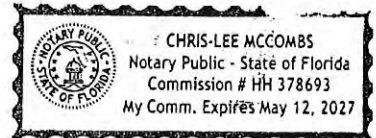
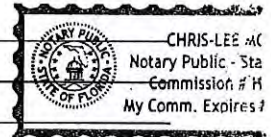
TOHOPEKALIGA WATER AUTHORITY

By: [Signature]  
Henry Thacker, Chairman  
Board of Supervisors  
Date: MAY 10, 2023

Attest: [Signature]  
By: [Signature]  
William Land, Secretary  
Address: 951 Martin Luther King Blvd.  
Kissimmee, Florida 34741

[Signature]  
Notary Public

Printed Name or Stamp:  
My Commission No.:  
My Commission Expires:



**EXHIBIT "A"**

IFB-20-076 Solicitation

**EXHIBIT "B"**

**Unit Price List**

	<b>Item / Description</b>	<b>Qty.</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extended Price</b>
1	Mobilization & Demobilization	1	Lump Sum	\$1,605.00	\$ 1,605.00
2	Indemnification	1	Lump Sum	\$ 107.00	\$ 107.00
3	General Requirements, Bonds, Permits	1	Lump Sum	\$ 107.00	\$ 107.00
4	Maintenance of Traffic	1	Lump Sum	\$ 107.00	\$ 107.00
5	Smoke Testing and Report Preparation	160,000	Linear Foot	\$ 0.36	\$ 57,600.00
6	Seal Manhole Chimneys	801	Each	\$ 353.10	\$282,833.00
7	Insert Dishes into Manholes	801	Each	\$ 37.98	\$ 30,421.00
8	Replace Cleanout Caps				
	8a. 6-inch cleanout riser pipes	80	Each	\$ 10.70	\$ 856.00
	8b. 4-inch cleanout riser pipes	721	Each	\$ 5.35	\$ 3,857.35
9	Install Cleanout Pipes				
	9a. 6-inch cleanout riser pipes	67	Each	\$ 138.03	\$ 9,248.01
	9b. 4-inch cleanout riser pipes	608	Each	\$ 92.02	\$ 55,948.16
10	LS Basin Report	160,000	Linear Feet	\$ 0.27	\$ 43,200.00
11	Lift Station Area Infiltration Investigation	80,000	Linear Feet	\$ 0.14	\$ 11,200.00
	<b>TOTAL BASE BID</b>				<b>\$ 497,090.50</b>

**EXHIBIT "C"**

**Contractor Certification Regarding Scrutinized Companies  
(Agreements of \$1,000,000.00 or more)**

CONTRACTOR Name: <u>USSI</u>
CONTRACTOR FEIN: <u>65-0891727</u>
CONTRACTOR's Authorized Representative Name: <u>Dion Vlasak</u>
Title: <u>CEO</u>
Address: <u>752 Commerce Drive Suite 15</u>
City: <u>Venice</u> State: <u>Florida</u> Zip: <u>34292</u>
Phone Number: <u>941-408-5091</u>
Email Address: <u>Dion@USSIUSA.COM</u>

Section 287.135, Florida Statutes, prohibits local governments from contracting with companies, for goods or services of One Million and 00/100 Dollars (\$1,000,000.00) or more that are on Scrutinized Companies Lists enumerated in Section 287.135, Florida Statutes.

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[SIGNATURES ON FOLLOWING PAGE]

EXHIBIT "C"

As the person authorized to sign on behalf of the CONTRACTOR, I hereby certify that the company identified above in the section entitled "CONTRACTOR Name" is not listed on the Scrutinized Companies Lists. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the CONTRACTOR to termination of the Agreement, civil penalties, attorney's fees, and/or costs.

CERTIFIED BY: [Signature] Date: 5-1-2023  
Authorized Signature

Print Name: Dion Ulasak

Print Title: CEO

STATE OF Florida

COUNTY OF Sarasot

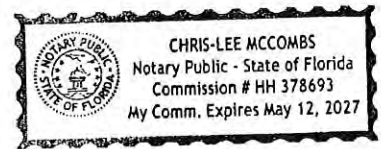
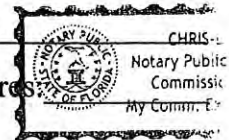
The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this (date) by (name of officer or agent, title of officer or agent) of (name of company or corporation acknowledging), a (company or corporation), on behalf of the (company or corporation). He/she is [ ] personally known to me or [x] has produced (type of identification) as identification.

[Signature]  
Notary Signature

Printed Name: Chris-Lee Mccombs

My Commission No.:

My Commission Expires





**Document Processing Form**  
 (This form should remain with the document throughout processing)

Date: 5/9/2023

Requestor's Name: Jill Selby

Department: Procurement

Extension: 3831

Title of Document: Approval of Amended and Restated Agreement

Project Number: IFB-20-076

Project Name: IN-FLOW ABATEMENT SERVICES

Requested Processing:
<b>Check all that apply</b>
<input checked="" type="checkbox"/> Board Signature: Board Meeting Date: <u>5/10/23</u>  Agenda Item No.: <u>7N</u>
<input type="checkbox"/> Executive Director's Signature
<input type="checkbox"/> Notary
<input type="checkbox"/> Forward to Legal Administrative Assistant for Recording
<b>Check all that apply</b>
<input type="checkbox"/> Forward to County Clerk for Recording. Select the applicable County or Counties: <input type="checkbox"/> Osceola <input type="checkbox"/> Orange <input type="checkbox"/> Polk
<input type="checkbox"/> Scan to Laserfiche & Notify Requestor
<input checked="" type="checkbox"/> Return to Requestor
<input type="checkbox"/> Dispose of Original

To be Completed by Processor	
Processed By: (Initial)	Date:
<b>Executive Assistant to process:</b>	
<b>Legal Administrative Assistant Notes:</b>	

Comments:

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