



**CONTRACT EXECUTIVE OVERVIEW**

Vendor Name: Tampa Armature Works, Inc.

Bid/Contract Ref # As Needed Pump & Motor Repair Goods/Services

Agency Name: Tampa Bay Water Contract #2023-031

Contract Type: Piggyback

Contract Value OVER \$50K

Resolution # 2023- 145

City Council Approval Date: 12/5/2023

Contract Term End Date 4/30/2027

Renewable Y/N N

If yes # and length of renewals: \_\_\_\_\_

City's Project Manager(s) Donald Holcomb

**Brief Description/Purpose:**

To utilize the terms, conditions, scope and pricing of the Tampa Bay Water Agreement for Pump & Motor Repair Goods/Services services as needed.

**Approvals:**

Responsible Dept. Director Stephen Flanagan

Date: Dec 8, 2023 | 4:56 PM EST

City Finance Helena Alves

Date: Dec 8, 2023 | 4:27 PM EST

City Attorney Mysa Borkert

Date: Dec 11, 2023 | 9:20 AM EST

City Manager Denise Benar

Date: Dec 11, 2023 | 1:26 PM EST

Vendor Name and Email michael.castin@ips.us



# City of PALM COAST

**Finance Department**  
Budget & Procurement Office

160 Lake Avenue  
Palm Coast, FL 32164  
386-986-3730

Tampa Armature Works, Inc.  
Attn: Michael Castin  
440 S. 78th Street  
Tampa, FL 33619

RE: Engagement Letter Authorizing Piggyback

As Needed Pump & Motor Repair Services

Contract Name

City of Tampa Contract #2023-031

Contract Reference

Dear Michael,

The City of Palm Coast, Florida requests permission to utilize your company's above referenced contract in accordance with its terms and conditions and pricing. If agreed, please indicate approval by electronically signing below as well as the Addendum covering the E-Verify and Public Records requirements.

All invoices should be sent via email to [ap@palmcoastgov.com](mailto:ap@palmcoastgov.com). If email is not possible, please mail invoices to: City of Palm Coast, Attn: Accounts Payable, 160 Lake Avenue, Palm Coast, Florida 32164. All legal notices should be sent to the attention of the City Manager at the same address.

Please feel free to contact me at the email address below if you have any questions.

Regards,

*Shannon Nolan*

Shannon Nolan  
Procurement Coordinator  
sknolan@palmcoastgov.com

**This Engagement Letter is hereby acknowledged and agreed to:**

**CITY OF PALM COAST**

DocuSigned by:

By: *Denise Bevan*  
B8F859DE5A4147C...

**TAMPA ARMATURE WORKS, INC.**

DocuSigned by:

By: *Greg Hanlon*  
(Authorized Signatory)  
D86CDB694179421...

Print: Denise Bevan

Title: City Manager

Date: Dec 11, 2023 | 1:26 PM EST

Print Name: Greg Hanlon

Title: EVP & GM

Date: Dec 7, 2023 | 7:48 AM PST



**ENGAGEMENT LETTER ADDENDUM****1. E-Verify Registration and Use.**

*“Effective January 1, 2021, public and private employers, contractors and subcontractors must require registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:*

*a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and*

*b) All persons (including sub vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Palm Coast.*

*By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.05, F.S. (2023), “Employment Eligibility,” as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to execute the same affidavit and to maintain a copy of such affidavits for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, F.S. (2023), as amended, and the Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to City incurred because of the termination of this Agreement in accordance with this section.”*

**2. Public Records.**

**A.** The Parties specifically acknowledge that the Agreement is subject to the laws of the State of Florida, including without limitation, Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the Parties. If SUPPLIER is either a “contractor” as defined in Section 119.0701(1)(a), Florida Statutes, or an “agency” as defined in Section 119.011(2), Florida Statutes, SUPPLIER shall:

- i. Keep and maintain all public records required by CITY to perform the Services herein; and
- ii. Upon request from CITY’s custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement Term and following completion of the Agreement if SUPPLIER does not transfer the records to CITY; and
- iv. Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of SUPPLIER or keep and maintain public records required by CITY to perform the Services herein. If SUPPLIER transfers all public records to CITY upon completion of the Agreement, SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUPPLIER keeps and maintains public records upon completion of the Agreement, SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY’S custodian of public records, in a format compatible with the information technology systems of CITY.

**B.** All requests to inspect or copy public records relating to the Agreement shall be made directly to CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to CITY. A contractor who fails to provide the public records to CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, Florida Statutes. Further, SUPPLIER shall fully

indemnify and hold harmless CITY, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from SUPPLIER'S failure to comply with these requirements.

**C. IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK'S OFFICE AT 386-986-3713, cityclerk@palmcoastgov.com, 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.**

**CITY OF PALM COAST**

DocuSigned by:  
By: Denise Bevan  
B8F859DE5A4147C...  
Print: Denise Bevan  
Title: City Manager  
Date: Dec 11, 2023 | 1:26 PM EST

**TAMPA ARMATURE WORKS, INC.**

DocuSigned by:  
By: Greg Hanlon  
D86CDB694179421...  
Print Name: Greg Hanlon  
Title: EVP & GM  
Date: Dec 7, 2023 | 7:48 AM PST

CONTRACT NO. 2023-031



FINANCE & ADMINISTRATION DIVISION  
CHRISTINA SACKETT, CFO

PURCHASING DEPARTMENT  
STACY GUNDRY, PURCHASING SPECIALIST II

WEBSITE: <http://www.tampabaywater.org>  
E-MAIL: [purchasing@tampabaywater.org](mailto:purchasing@tampabaywater.org)  
2575 ENTERPRISE ROAD  
CLEARWATER, FLORIDA 33763-1102

**CONTRACT NO: 2023-031**

**FOR**

**AS NEEDED PUMP & MOTOR REPAIR SERVICES**

**WITH**

**TAMPA ARMATURE WORKS, INC.**

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**CONTRACT**

This CONTRACT is made this 11 day of May, 2023, by and between **TAMPA BAY WATER, A Regional Water Supply Authority**, an interlocal governmental agency of the State of Florida, created and existing pursuant to Sections 163.01, 373.713 and 373.715, Florida Statutes, ("TAMPA BAY WATER"), and **TAMPA ARMATURE WORKS, INC.** ("CONTRACTOR"), a corporation in the State of Florida.

**WITNESSETH:**

**WHEREAS**, TAMPA BAY WATER desires to retain CONTRACTOR to provide As Needed Pump & Motor Repair goods/services, as further described herein, and as more particularly described in the SPECIFICATIONS attached hereto and made a part hereof (the "GOODS AND/OR SERVICES"); and

**WHEREAS**, TAMPA BAY WATER has selected CONTRACTOR in accordance with TAMPA BAY WATER'S procurement policy and applicable law; and

**WHEREAS**, CONTRACTOR agrees to serve as TAMPA BAY WATER'S contractor for GOODS AND/OR SERVICES based upon the terms and conditions set forth in this CONTRACT, which includes the GENERAL CONTRACT CONDITIONS, the SUPPLEMENTAL GENERAL CONDITIONS, the SPECIFICATIONS, and the EXHIBITS, all of which are attached hereto and made a part hereof, and all formal changes thereto by addendum, change order, or written modification executed by both parties hereto (collectively, the "CONTRACT").

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

- 1.0 **RETENTION:** TAMPA BAY WATER does hereby retain and engage the CONTRACTOR and the CONTRACTOR does hereby accept said engagement and agrees to provide the GOODS AND/OR SERVICES.
- 2.0 **TERM:** This CONTRACT shall commence on the date of execution and terminate April 30, 2027. To the extent CONTRACTOR is required to continue to provide GOODS AND/OR SERVICES under any Assignment given hereunder, this CONTRACT shall remain in full force and until the completion of full performance of that Assignment. This CONTRACT may be terminated as provided in article 5.0. No Assignment shall be given after termination of this CONTRACT.
- 3.0 **GOODS AND/OR SERVICES:** The CONTRACTOR shall provide the GOODS AND/OR SERVICES in a manner satisfactory to TAMPA BAY WATER. Said GOODS AND/OR SERVICES shall commence upon written notice to proceed from TAMPA BAY WATER.
- 4.0 **COMPENSATION:** TAMPA BAY WATER shall pay the CONTRACTOR for those GOODS AND/OR SERVICES provided for in article 3.0 above, the amount budgeted for these GOODS AND/OR SERVICES on a monthly basis as provided for in the BID PRICE FORM attached hereto and made a part hereof. The CONTRACTOR will invoice TAMPA

BAY WATER monthly, or at such other period as agreed to by the parties, and TAMPA BAY WATER shall make payment of approved invoices within thirty (30) days. Invoices shall meet all requirements of TAMPA BAY WATER and shall be subject to cost substantiation. The total contract value shall not exceed \$1,500,000.00.

5.0 TERMINATION OF CONTRACT:

5.1. TAMPA BAY WATER may terminate or cancel this CONTRACT at its discretion and said termination shall be effective, with or without cause, after written notice has been provided to the CONTRACTOR.

5.2. Following termination, TAMPA BAY WATER shall make a settlement with the CONTRACTOR upon a pro rata basis as determined by TAMPA BAY WATER, which shall fix the value of the GOODS AND/OR SERVICES performed by the CONTRACTOR prior to the termination or cancellation of this CONTRACT.

6.0 SUBCONTRACTORS: The CONTRACTOR shall not sublet, assign, or transfer any GOODS AND/OR SERVICES specifically set forth under this CONTRACT without the prior written consent of TAMPA BAY WATER. All persons used by the CONTRACTOR for fulfilling the requirements of this CONTRACT must be employees of the CONTRACTOR, unless otherwise approved by TAMPA BAY WATER.

7.0 INDEMNIFICATION: In consideration of the first \$100.00 paid by TAMPA BAY WATER to the CONTRACTOR, the receipt and sufficiency of which is hereby acknowledged, the CONTRACTOR shall indemnify, defend, or at the option of TAMPA BAY WATER pay the cost of defense, and hold harmless TAMPA BAY WATER from any and all claims, expenses and damages, including, but not limited to reasonable attorneys' fees on account of a demand or claim, or assertion of liability, or any claim or action arising or alleged to have arisen out of or to the extent caused by use of CONTRACTOR's products, or CONTRACTOR's performance of this CONTRACT in a negligent, reckless, or intentionally wrongful manner, including performance by any subcontractor, agent or representative of CONTRACTOR, or as a result of any defaults by the CONTRACTOR under this CONTRACT for breach of any representation or warranty by CONTRACTOR either expressed or implied. However, neither the CONTRACTOR nor any of its subcontractors will be liable under this paragraph for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of TAMPA BAY WATER or any of its officers, agents or employees.

8.0 CONTRACTOR'S INSURANCE-GENERAL REQUIREMENT

8.1. The CONTRACTOR shall purchase and maintain the following described insurance on policies and with insurers acceptable to TAMPA BAY WATER. The insurance policy shall be written for not less than the limits of coverage specified in articles 9.0 through 10.0 below.

The CONTRACTOR shall submit certificates itemizing the policies issued, limits of coverage, expirations dates and endorsements provided to TAMPA BAY WATER, using the TAMPA BAY WATER CERTIFICATE OF INSURANCE form, attached hereto and made a part hereof.

8.2. These insurance requirements shall not limit the liability of the other party. TAMPA BAY WATER does not represent these types or amounts of insurance to be sufficient or adequate to protect the other party's interests or liabilities but are merely minimums.

- 8.3. CONTRACTOR shall not commence or continue to provide any GOODS AND/OR SERVICES unless CONTRACTOR has in full force and effect all required insurance, and until all correct and complete insurance certificates have been provided to TAMPA BAY WATER evidencing the specific insurance coverage required and indicating TAMPA BAY WATER as additional insured, unless TAMPA BAY WATER approves commencement or continuation of GOODS AND/OR SERVICES, nor shall any payment for GOODS AND/OR SERVICES performed become due and payable until such certificates have been provided to TAMPA BAY WATER. If the use of subcontractors is authorized by TAMPA BAY WATER pursuant to article 6.0 above, CONTRACTOR shall not permit any subcontractor, supplier or other person or organization to provide the GOODS AND/OR SERVICES unless the insurance requirements set forth in this CONTRACT have been complied with by such subcontractor, supplier or other person or organization.
- 8.4. All above-referenced policies of insurance, except worker's compensation insurance, shall be endorsed to include as additional insured: TAMPA BAY WATER, its contractors, subsidiaries or affiliates, and each of TAMPA BAY WATER's directors, officers, employees, representatives, agents or volunteers. Such insurance policies shall include or be enforced to include a cross liability clause so the additional insured will be treated as if a separate policy were in existence and issued to them. If the additional insureds have other insurance which might be applicable to any loss, the insurance required of the CONTRACTOR shall be considered primary, and all other insurance shall be considered excess.
- 8.5. All above-referenced policies of insurance (and the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be canceled, adversely changed or renewal refused until at least thirty (30) days prior written notice has been given to TAMPA BAY WATER and the CONTRACTOR by certified mail.
- 8.6. The CONTRACTOR shall be responsible for all deductibles under such policies of insurance.

#### 9.0 LIABILITY INSURANCE

- 9.1. CONTRACTOR shall purchase and maintain such commercial (occurrence form) or comprehensive general liability, automobile and other appropriate insurance for the GOODS AND/OR SERVICES being performed and furnished which shall provide protection from claims set forth below which may arise out of, or result from CONTRACTOR'S performance and furnishing of the GOODS AND/OR SERVICES and CONTRACTOR'S other obligations under this CONTRACT.
- 9.1.1. Minimum limits of \$2,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Worker's Compensation coverage section) and the total amount of coverage required. Limits of coverage shall not be less than the following for Bodily Injury, Property Damage and Personal Injury, Combined Single Limits:

General Aggregate	\$5,000,000
Each Occurrence	\$2,000,000
Personal Injury/Advertising Injury	\$2,000,000
Products Comp/Operations Aggregate	\$2,000,000

- 9.1.2. The CONTRACTOR'S liability insurance shall include contractual liability coverage sufficient to cover the CONTRACTOR'S indemnification obligations under this CONTRACT. The CONTRACTOR agrees to pay on behalf of TAMPA BAY WATER, and to provide and pay for a defense for all claims covered by the CONTRACTOR'S obligations under the indemnification provisions.
- 9.2. Excess or Umbrella Liability
- 9.2.1. Umbrella liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages.
- 9.3. Automobile Liability
- 9.3.1. Coverage shall be maintained as to the business use of all its owned, non-owned, leased or hired vehicles with limits of not less than: Bodily Injury & Property Damage Liability \$500,000, Combined Single Limit Each Accident.
- 9.3.2. If CONTRACTOR has no owned autos, a letter from the CONTRACTOR so stating must be included with the certificates of insurance.
- 10.0 WORKERS COMPENSATION COVERAGE
- 10.1. CONTRACTOR shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by Florida statutes. As of the date of this CONTRACT, these statutes require employers' liability limits of at least \$100,000 each accident and \$100,000 each employee, \$500,000 policy limit for disease.
- 10.2. TAMPA BAY WATER requires CONTRACTOR employers to purchase workers' compensation insurance for all their employees and sub-contractors regardless of the number of employees they have and regardless of any other exemptions. Florida law permits employers who may be exempt from purchase of coverage to waive their exemptions and purchase the coverage. TAMPA BAY WATER will expect CONTRACTOR to purchase said coverage.
- 10.3. CONTRACTOR shall also purchase any other coverages required by law for the benefit of employees.
- 11.0 CERTIFICATES OF INSURANCE
- 11.1. Required insurance shall be documented in the certificates of insurance which provide that TAMPA BAY WATER shall be notified by certified mail at least 30 days in advance of cancellation, non-renewal or adverse change.
- 11.2. New certificates of insurance are to be provided to TAMPA BAY WATER on the TAMPA BAY WATER CERTIFICATE OF INSURANCE form at least 15 days prior to coverage renewals.
- 11.3. If requested by TAMPA BAY WATER, the CONTRACTOR shall furnish complete copies of the CONTRACTOR'S insurance policies, forms and endorsements.
- 11.4. For Commercial General Liability coverage, the CONTRACTOR shall, at the option of TAMPA BAY WATER, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.
- 11.5. Receipt of certificates or other documentation of insurance or policies or copies of policies by TAMPA BAY WATER, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the CONTRACTOR'S obligation to fulfill the insurance requirements herein.

- 11.6. Before providing services, CONTRACTOR shall provide TAMPA BAY WATER with an acceptable certificate of insurance on the TAMPA BAY WATER CERTIFICATE OF INSURANCE form included herein. Only certificates of insurance provided on TAMPA BAY WATER CERTIFICATE OF INSURANCE form will be accepted.
- 12.0 INSURANCE OF THE CONTRACTOR PRIMARY
- 12.1. Insurance required of the CONTRACTOR or any other insurance of the CONTRACTOR shall be considered primary, and the insurance of TAMPA BAY WATER shall be considered excess, as may be applicable to claims which arise out of the hold harmless, payment on behalf of TAMPA BAY WATER, insurance, additional insurance and certificates of insurance provisions of this CONTRACT.
- 13.0 LOSS CONTROL/SAFETY
- 13.1. Precaution shall be exercised at all times by the CONTRACTOR for the protection of all persons, including employees, and property. The CONTRACTOR shall be expected to comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.
- 13.2. TAMPA BAY WATER may order GOODS AND/OR SERVICES to be stopped if conditions exist that present immediate danger to persons or property. The CONTRACTOR acknowledges that such stoppage will not shift responsibility for any damages from the CONTRACTOR to TAMPA BAY WATER.
- 14.0 MISCELLANEOUS PROVISIONS
- 14.1. CONTRACTOR shall provide GOODS AND/OR SERVICES under this CONTRACT as an independent contractor. CONTRACTOR shall not be considered an agent of TAMPA BAY WATER nor shall CONTRACTOR'S subcontractors, suppliers, experts, or other persons, or organizations retained or utilized by the CONTRACTOR be considered agents of TAMPA BAY WATER.
- 14.2. This CONTRACT shall constitute the entire agreement between the parties hereto and this CONTRACT shall not be amended or modified except in writing executed by both parties hereto.
- 14.3. This CONTRACT shall be governed by and construed under the laws of the State of Florida.
- 14.4. Venue for any action arising under this CONTRACT shall lie in Pinellas County, Florida.
- 14.5. Any notices or other writings permitted or required to be delivered as described and required under the provisions of this CONTRACT shall be delivered by sending the notice by certified mail, return receipt requested, and addressed as follows:

If to TAMPA BAY WATER:  
TAMPA BAY WATER  
2575 Enterprise Road  
Clearwater, Florida 33763-1102  
727-796-2355  
Attention: Teresa Collins, Purchasing Manager

If to the CONTRACTOR:  
TAMPA ARMATURE WORKS, INC.  
440 S. 78<sup>th</sup> Street  
Tampa, Florida 33619  
813-621-5661  
Attention: Matthew D. Gould, Contract Review Manager

15.0 SCRUTINIZED COMPANIES AND PUBLIC ENTITY CRIMES STATEMENT

- 15.1. Pursuant to Subsections 287.133(2) and (3), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO, for a period of 36 months following the date of being placed on the convicted vendor list.
- 15.2. Pursuant to Subsection 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- 15.3. Pursuant to Section 287.135, Florida Statutes, a company that has been placed on the Scrutinized Companies with Activities in Sudan List; the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List; the Scrutinized Companies that Boycott Israel List or is engaged in a Boycott of Israel is ineligible and may not submit a bid, proposal, or enter into or renew a contract with an agency for goods or services of \$1 million or more. At the time of submission of a bid or proposal for a contract or contract renewal for goods or services of \$1 million or more, the company must certify that it is not on either such List and further that it does not have business operations in Cuba or Syria as required by Section 287.135(5), Florida Statutes.
  - 15.3.1 Pursuant to Section 287.135, Florida Statutes, Tampa Bay Water reserves the right to terminate any contract for goods or services of \$1 million or more if the awarded CONTRACTOR:

- a. Has been found to have submitted a false Scrutinized Vendor List certification as provided under Section 287.135 subsection (5); or
- b. Has been placed on the Scrutinized Companies Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List or
- c. Has been engaged in business operations in Cuba or Syria.

15.3.2 Pursuant to Section 287.135, Florida Statutes, Tampa Bay Water reserves the right to terminate any contract for goods or services of any amount if the awarded CONTRACTOR has been placed on the Scrutinized Companies that Boycott Israel List or is/are engaged in a boycott of Israel.

#### 16.0 PUBLIC RECORDS AND AUDIT RIGHTS.

CONTRACTOR shall keep all books, records, files, drawings, plans and other documentation, including all electronically stored items, which concern or relate to the services required hereunder (collectively referred to as "Records"), for a minimum of three (3) years from the date of expiration or termination of this Agreement, or as otherwise required by any applicable law, whichever date is later. TAMPA BAY WATER, or any duly authorized agents or representatives of TAMPA BAY WATER, shall have the right to order, inspect and copy all such Records as often as they deem necessary during any such period of time. This right to audit, inspect and copy the Records shall include all of the Records of the Subcontractors.

**16.1 IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE AGENCY'S CUSTODIAN OF PUBLIC RECORDS VIA PHONE (727) 796-2355 x 2401; EMAIL [RECORDS@TAMPABAYWATER.ORG](mailto:RECORDS@TAMPABAYWATER.ORG); OR MAIL AT 2575 ENTERPRISE ROAD, CLEARWATER, FLORIDA 33763.**

- 16.2 Contractor must keep and maintain all public records required by the Agency in order to perform services under this Contract.
- 16.3 Upon request from the Agency's custodian of public records, Contractor shall provide the Agency with a copy of the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provide in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 16.4 Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Agency.
- 16.5 Upon completion of the contract, Contractor shall transfer, at no cost, to the Agency all public records in the possession of the Contractor or keep and maintain public records required by the Agency to perform the service under this contract. If the Contractor transfers all public records to the Agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the

Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Agency, upon request from the Agency's custodian of public records, in a format that is compatible with the information technology systems of the Agency.

17.0 EMPLOYEE VERIFICATION (E-VERIFY)

In accordance with Section 448.095 Florida Statutes, the Awardee/Contractor/Consultant agrees to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the award/contract for the services specified in the award/contract. The Awardee/Contractor/Consultant must also include a requirement in subcontracts that the subcontractor must register with and utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the award/contract term. If the Awardee/Contractor/Consultant enters into a contract with a subcontractor, the subcontractor must provide the Awardee/Contractor/Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Awardee/Contractor/Consultant shall maintain a copy of such affidavit for the duration of the award/contract. If Tampa Bay Water has a good faith belief that the Awardee/Contractor/Consultant has knowingly violated Section 448.09(1), Florida Statutes, Tampa Bay Water shall terminate the Contract with the Awardee/Contractor/Consultant, and the Contractor may not be awarded a contract with Tampa Bay Water for at least 1 year after the date on which the award/contract was terminated. The Awardee/Contractor/Consultant is liable for any additional costs incurred by Tampa Bay Water as a result of the termination of the award/contract. If Tampa Bay Water has a good faith belief that a subcontractor knowingly violated the law, but the Awardee/Contractor/Consultant has otherwise complied with the law, Tampa Bay Water shall promptly notify the Awardee/Contractor/Consultant and order the Awardee/Contractor/Consultant to immediately terminate the award/contract with the subcontractor.

IN WITNESS WHEREOF, the parties hereto, have caused these presents to be executed by their duly qualified representatives on the day and year first written above.

WITNESS:

TAMPA ARMATURE WORKS, INC.

Xari Reese

By: [Signature]

Date: 4-11-2023

Craig Hester  
Name

(CORPORATE SEAL)

ATTEST:

TAMPA BAY WATER, A Regional Water Supply Authority

[Signature]

By: Ronald E Oakley

Secretary

Its: Chairman

Date: 5/11/23

APPROVED AS TO FORM:

[Signature]

General Counsel

(SEAL)



**GENERAL CONTRACT CONDITIONS****Non-Construction**

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**1. Definitions**

The following definitions are applicable to this CONTRACT:

- (a) "Day" means calendar days, unless otherwise stated.
- (b) "Assignment" means and includes Orders placed for the supply and delivery of Goods, and Tasks for the performance of Services.

**2. Priority**

In resolving inconsistencies among two or more sections of the CONTRACT, the CONTRACTOR shall be obliged to comply with the more costly or stringent requirement as determined by TAMPA BAY WATER in its sole discretion.

Inconsistencies shall otherwise be determined by order with the first listed controlling the following in the event of a conflict:

- (a) CONTRACT
- (b) SPECIFICATIONS
- (c) SUPPLEMENTARY CONDITIONS
- (d) GENERAL CONTRACT CONDITIONS
- (e) EXHIBITS

**3. Change Orders**

- (a) TAMPA BAY WATER may at anytime, by written order, and without notice to the sureties, if any, make changes within the general scope of the CONTRACT in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the CONTRACT, or the time required for performance of any part of the good and/or services under the CONTRACT, whether or not changed by the order, or otherwise affects the conditions of the CONTRACT, TAMPA BAY WATER shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the CONTRACT accordingly.
- (c) The CONTRACTOR must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if TAMPA BAY WATER decides that the facts justify it, TAMPA BAY WATER may receive and act upon a proposal submitted before final payment of the CONTRACT.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the CONTRACTOR from proceeding with the CONTRACT as changed.
- (e) No services for which an additional cost or fee will be charged by the CONTRACTOR shall be furnished without the prior written consent of TAMPA BAY WATER.

**4. Disputes**

- (a) All disputes arising under or relating to the CONTRACT, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.

- (b) All claims by the CONTRACTOR shall be made in writing and submitted to TAMPA BAY WATER. A claim by TAMPA BAY WATER against the CONTRACTOR shall be subject to a written decision by TAMPA BAY WATER.
- (c) TAMPA BAY WATER shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the CONTRACTOR, within 30 days after receipt of TAMPA BAY WATER's decision, shall notify TAMPA BAY WATER in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the CONTRACTOR has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against TAMPA BAY WATER not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the CONTRACTOR has had a reasonable time to respond to a written request by TAMPA BAY WATER that it submit a final voucher and release, whichever is earlier, then TAMPA BAY WATER's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The CONTRACTOR shall proceed diligently with performance of the CONTRACT, pending final resolution of any request for relief, claim, appeal, or action arising under the CONTRACT, and comply with any decision of TAMPA BAY WATER.

**5. Termination for Convenience and Default**

- (a) TAMPA BAY WATER may terminate the CONTRACT in whole, or from time to time in part, for TAMPA BAY WATER's convenience (without cause) or the failure of the CONTRACTOR to fulfill the CONTRACT obligations (default). TAMPA BAY WATER shall terminate by delivering to the CONTRACTOR a written notice of termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the CONTRACTOR shall: (i) immediately discontinue all services affected (unless the notice directs otherwise), and (ii) deliver to TAMPA BAY WATER all information, reports, papers, and other materials accumulated or generated in performing the CONTRACT, whether completed or in process.
- (b) If the termination is for the convenience (without cause) of TAMPA BAY WATER, TAMPA BAY WATER shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the CONTRACTOR to fulfill its obligations under the CONTRACT (default), TAMPA BAY WATER may (i) require the CONTRACTOR to deliver to it, in the manner and to the extent directed by TAMPA BAY WATER, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause; (ii) take over the good and/or services under the CONTRACT and prosecute the same to completion by contract or otherwise, and the CONTRACTOR shall be liable for any additional cost incurred by TAMPA BAY WATER; and (iii) withhold any payments to the CONTRACTOR, for the purpose of set-off or partial payment, as the case may be, of amounts owed TAMPA BAY WATER by the CONTRACTOR.
- (d) If, after termination for failure to fulfill the CONTRACT obligations (default), it is determined that the CONTRACTOR had not failed, the termination shall be deemed to have been effected for the convenience of TAMPA BAY WATER, and the

CONTRACTOR shall be entitled to payment as described in paragraph (b) above.

- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

**6. Assignment of Contract**

The CONTRACTOR shall not assign or transfer any interest in the CONTRACT; except that claims for monies due or to become due from TAMPA BAY WATER under the CONTRACT may be assigned to a bank, trust company, or other financial institution. If the CONTRACTOR is a partnership, the CONTRACT shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by TAMPA BAY WATER.

**7. Certificate and Release**

Prior to final payment under the CONTRACT, or prior to settlement upon termination of the CONTRACT, and as a condition precedent thereto, the CONTRACTOR shall execute and deliver to TAMPA BAY WATER a certificate and release, in a form acceptable to TAMPA BAY WATER, of all claims against TAMPA BAY WATER by the CONTRACTOR under and by virtue of the CONTRACT, other than such claims, if any, as may be specifically excepted by the CONTRACTOR in stated amounts set forth therein.

**8. Organizational Conflicts of Interest**

- (a) The CONTRACTOR warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of good and/or services under the CONTRACT and the CONTRACTOR's organizational, financial, contractual or other interests are such that:
- (i) Award of the CONTRACT may result in an unfair competitive advantage; or
  - (ii) The CONTRACTOR's objectivity in performing the good and/or services under the CONTRACT may be impaired.
- (b) The CONTRACTOR agrees that if after award it discovers an organizational conflict of interest with respect to the CONTRACT or any task/delivery order under the CONTRACT, the CONTRACTOR shall make an immediate and full disclosure in writing to TAMPA BAY WATER which shall include a description of the action which the CONTRACTOR has taken or intends to take to eliminate or neutralize the conflict. TAMPA BAY WATER may, however, terminate the CONTRACT or task/delivery order for the convenience of TAMPA BAY WATER if it would be in the best interest of TAMPA BAY WATER.
- (c) In the event the CONTRACTOR was aware of an organizational conflict of interest before the award of the CONTRACT and intentionally did not disclose the conflict to TAMPA BAY WATER, TAMPA BAY WATER may terminate the CONTRACT for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the GOODS AND/OR SERVICES provided by the CONTRACTOR. The CONTRACTOR shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

**9. Inspection and Acceptance**

- (a) Unless otherwise provided by warranty conditions, TAMPA BAY WATER has the right to review, require correction, if necessary, and accept the GOODS AND/OR SERVICES produced by the CONTRACTOR. Such review(s) shall be carried out within 30 days so as to not impede the GOODS AND/OR SERVICES of the CONTRACTOR. Any product of GOODS AND/OR SERVICES shall be deemed accepted as submitted if TAMPA BAY WATER does not issue written comments and/or require corrections within 30 days from the date of receipt of such product from the CONTRACTOR.
- (b) The CONTRACTOR shall make any required corrections promptly at no additional charge and return a revised copy of the product to TAMPA BAY WATER within 7 days of notification or a later date if extended by TAMPA BAY WATER.
- (c) Failure by the CONTRACTOR to proceed with reasonable promptness to make necessary corrections shall be a default. If the CONTRACTOR's submission of corrected GOODS AND/OR SERVICES remains unacceptable, TAMPA BAY WATER may terminate the CONTRACT (or the task order involved) or reduce the CONTRACT price or cost to reflect the reduced value of services received.

**10. Rights In Data (Ownership and Proprietary Interest).**

TAMPA BAY WATER shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by CONTRACTOR pursuant to the terms of the CONTRACT, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of the CONTRACT.

**11. Dissemination or Disclosure of Information**

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by TAMPA BAY WATER.

**12. Contractor's Status**

It is understood that the CONTRACTOR is an independent contractor and is not to be considered an employee of TAMPA BAY WATER, or assume any right, privilege or duties of an employee, and shall save harmless TAMPA BAY WATER and its employees from claims suits, actions and costs of every description resulting from the CONTRACTOR's activities on behalf of TAMPA BAY WATER in connection with the CONTRACT.

**13. Other Contractors**

TAMPA BAY WATER may undertake or award other contracts for additional work at or near the site(s) of the GOODS AND/OR SERVICES under the CONTRACT. The CONTRACTOR shall fully cooperate with the other contractors and with TAMPA BAY WATER and TAMPA BAY WATER's employees and shall carefully adapt scheduling and performing the GOODS AND/OR SERVICES under the CONTRACT to accommodate the additional work, heeding any direction that may be provided by TAMPA BAY WATER. The CONTRACTOR shall not commit or permit any act that will interfere with the performance of work by any other contractor or TAMPA BAY WATER's employee.

**14. Liens**

The CONTRACTOR is prohibited from placing a lien on TAMPA BAY WATER's property. This prohibition shall apply to all subcontractors.

**15. Equal Opportunity**

- (a) At all times during the performance of the GOODS AND/OR SERVICES under the CONTRACT, the CONTRACTOR shall comply with Title VII of the Civil Rights Act of 1964, and the Florida Civil Rights Act of 1992. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, handicap, or marital status. The CONTRACTOR shall take affirmative action to ensure that employment applications are used and that employees are treated without regard to their race, color, religion, sex, national origin, age, handicap or marital status for employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth, the provisions of this non-discrimination clause.
- (b) The CONTRACTOR shall state in all solicitations or advertisements for employment placed by or on behalf of the CONTRACTOR that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, handicap, or marital status.

**16. Taxes and Charges**

The CONTRACTOR shall pay any and all sales and use taxes and all withholding taxes, whether State or Federal, and pay all Social Security charges and also all State Unemployment Compensation charges, and pay or cause to be withheld, as the case may be, any and all taxes, charges, fees, or sums whatsoever, which are now required to be paid or withheld under any laws, unless otherwise modified in the SUPPLEMENTAL GENERAL CONDITIONS.

**17. Responsibility of Contractor to Act in Emergency**

In case of an emergency which threatens loss or injury to persons or property, the CONTRACTOR shall take appropriate remedial action, without previous instructions from TAMPA BAY WATER, as the situation may warrant, and immediately provide notice to TAMPA BAY WATER of its action. Any claim for compensation by the CONTRACTOR, together with substantiating documentation in regard to expense caused by emergency acts, shall be submitted to TAMPA BAY WATER and the amount of compensation if any, shall be determined by mutual agreement.

**18. Cost Substantiation**

Any cost reasonably incurred by the CONTRACTOR which is directly chargeable in whole or in part to TAMPA BAY WATER under the CONTRACT shall be subject to the cost substantiation. Accordingly, the CONTRACTOR shall deliver to TAMPA BAY WATER a certificate signed by the CONTRACTOR's financial officer for the CONTRACT, setting forth the amount of such cost and the provisions of the CONTRACT under which such cost is properly chargeable to TAMPA BAY WATER, stating that such cost is a fair market price for the service or materials to be supplied and that such services and materials are reasonably required pursuant to the CONTRACT, and accompanied by copies of such documentation as shall be necessary to reasonably demonstrate that the cost, as to which cost substantiation is required, has been paid or incurred. Such documentation shall include reasonably detailed information concerning: (i) all subcontracts; (ii) the amount and character of materials furnished, the persons from whom purchased, the amounts payable

therefore and related delivery and transportation costs and any sales or personal property taxes, if any; (iii) a statement of the equipment used and any rental payable therefor; (iv) the CONTRACTOR employee and contractor hours, duties, wages, salaries, fees, benefits, assessments, taxes and premiums; and (v) any of the CONTRACTOR expenses that are chargeable to TAMPA BAY WATER pursuant to the CONTRACT. The CONTRACTOR's entitlement to reimbursement of costs shall be calculated in accordance with and subject to the limitations set forth in the CONTRACT.

**EXHIBIT A**

**TAMPA BAY WATER DOCUMENTS**



ADDENDUM NUMBER ONE  
TO  
INVITATION TO BID  
FOR  
AS NEEDED PUMP & MOTOR REPAIR SERVICES  
CONTRACT NOS. 2023-031 & 2023-032

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**RE: REMINDERS, CHANGES & INQUIRIES**

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This addendum consists of one (1) 8-1/2 by 11-inch sheet.

The following changes, additions, and/or deletions are hereby made a part of the Invitation to Bid for Tampa Bay Water's As Needed Pump & Motor Repair Services Contract Nos.: 2023-031 - 032 as fully and completely as if the same were fully set forth therein:

**REMINDERS:**

BID DUE DATE: March 14, 2023 at 3:00 p.m. EDT

**CHANGES:** No Changes.

**QUESTIONS:**

- Q1: On the pricing portions for the markups line 13 and 47 we are assuming we can add these percentages to any subcontractors that we would use. For example, if a sub charged us an amount, we could increase that cost by those markup percentages and extend that to Tampa Bay Water as the cost for project managing. Is this assumption correct and can you elaborate more on this line item?
- A1: Yes. In accordance with Technical Specification Section 4, Payment, Sub-Section G the cost reimbursement work shall have the mark-up added to contractor or sub-contractor actually performing the work for Sections B, Labor and/or C, Equipment.
- Q2: Assuming that the awarded contractor is able to supply any of the line items under the Bid Price Form. For instance, under equipment, line item 25 states a Vertical Turret Lathe with a greater than or equal swing of 60". We assume the awardee is required to have that related equipment for that line item. Is that correct?
- A2: Awardee is required to own or rent all necessary equipment to perform services under this contract. In accordance with Technical Specification Section 4, Payment, Sub-Section F the equipment necessary to perform services assigned may be rented. Payment will be made for actual cost of rented equipment, with no mark-up added, and invoices/receipts must be included when billing Tampa Bay Water.

END OF ADDENDUM NO. 1

**BID DATA PAGE  
KEY DATES AND IMPORTANT INFORMATION**

**BID TITLE:** As Needed Pump & Motor Repair Services

**BID NUMBER:** 2023-031 - 032

**DESCRIPTION OF BID:** Tampa Bay Water requires both on-site and in-shop services related to Pump and Motor Repair and Maintenance Services at multiple sites throughout Hillsborough, Pasco and Pinellas Counties. This work is to include, but is not limited to, all phases of services for complete electric motor, pump, as needed metal fabrication and other similar equipment repair and service to keep public water supply machinery in service. Contractors are to provide all labor, materials, transportation, supervision, staff, equipment, incidentals and related items necessary to complete the work in accordance with the specifications.

**BID SUBMITTAL DEADLINE:** March 14, 2023 at 3:00 p.m. (EDT)

**BID SUBMITTAL LOCATION:** Bidder is directed to deliver its sealed Bid to the following address no later than the above-referenced Bid Submittal Deadline:

Tampa Bay Water  
Records Department – Attention: Purchasing  
2575 Enterprise Road  
Clearwater, FL 33763

All Bids should be labeled with the Bidder's name and marked "SEALED BID FOR AS NEEDED PUMP & MOTOR REPAIR SERVICES #2023-031 - 032".

**OPENING OF BIDS:** Bids will be publicly opened at the above address on the date of the Bid Submittal Deadline at 3:00 p.m. (EDT).

**PRE-BID CONFERENCE:** February 23, 2023, 10:00 a.m. (EDT), at Tampa Bay Water Administration Offices located at 2575 Enterprise Road, Clearwater, Florida 33763.

**BID BOND/SECURITY REQUIRED:** No:  Yes:

If "Yes", then the Bond/security shall be in the amount of \$10,000.00. Bidder is hereby directed to Part II General Conditions, Section 10 Bid Bond portion of this Invitation to Bid for more information regarding the required Bond/security, if applicable.

**FOR ADDITIONAL INFORMATION CONTACT:**

Name of Purchasing Representative: Stacy Gundry  
Title: Purchasing Specialist II  
Telephone: 727-669-4825  
E-Mail: [sgundry@tampabaywater.org](mailto:sgundry@tampabaywater.org) and [purchasing@tampabaywater.org](mailto:purchasing@tampabaywater.org)

## PART I - GENERAL INFORMATION AND INSTRUCTIONS

### 1. BACKGROUND

Tampa Bay Water, A Regional Water Supply Authority, is requesting sealed Bids for As Needed Pump & Motor Repair Services.

Tampa Bay Water is Florida's largest provider of wholesale drinking water. Our mission is to reliably provide clean, safe water to the Tampa Bay region now and for future generations. We are a regional agency created by an inter-local agreement among our member governments through state enabling legislation. We have a nine-member Board of Directors made up of representatives from the three counties and three cities we serve: Hillsborough County, Pasco County, Pinellas County, New Port Richey, St. Petersburg and Tampa.

Respondents can familiarize themselves with our agency at [www.tampabaywater.org](http://www.tampabaywater.org). Tampa Bay Water was recreated in 1998 as the out-growth of a two-year negotiation process that changed the name, structure and operations of the West Coast Regional Water Supply Authority. Our predecessor, the West Coast Regional Water Supply Authority, was created in 1974. Tampa Bay Water is now a multi-source provider of drinking water including groundwater, surface water, and desalinated seawater. Tampa Bay Water is a non-profit governmental agency funded through wholesale water rates by its member governments. Our member governments serve more than 2.5 million residents in the Tampa Bay area.

### 2. BID OVERVIEW AND BACKGROUND

Tampa Bay Water requires both on-site and in-shop services related to Pump and Motor Repair and Maintenance Services at multiple sites throughout Hillsborough, Pasco and Pinellas Counties. This work is to include, but is not limited to, all phases of services for complete electric motor, pump, as needed metal fabrication and other similar equipment repair and service to keep public water supply machinery in service. Contractors are to provide all labor, materials, transportation, supervision, staff, equipment, incidentals and related items necessary to complete the work in accordance with the specifications.

### 3. BID PRICE FORM

Quotations for services are to be provided on the Bid Price Form included herein and shall be completed in ink or typewritten. Owner's Allowance, if specified in the Bid Price Form included herein, is to be included in the proposed total Contract price. If included, Bidder must complete the Bidder's Experience Form included herein.

Bidder must fill in all blank spaces on the Bid Price Form included herein in ink. No changes shall be made in the wording or format of the forms. In case of a discrepancy between unit prices and extended totals, unit prices shall prevail. No addition or deletion of the terms or conditions included with the Bid response shall be evaluated or considered and any and all such revisions shall have no force or effect and are inapplicable to this Bid. No submission by the Bidder, whether purposely or inadvertently in any transmittal letters, specifications, literature, price lists or warranties may constitute a revision to these Instructions. It is understood and agreed that the instructions and the general and special conditions in this Bid solicitation are the only conditions applicable to this Bid and Bidder's authorized signature affixed to the Bid response constitutes acknowledgment of this fact.

Any Bid may be deemed non-responsive which contains omissions, erasures, alterations, or additions of any kind, or prices uncalled for, or which may be obviously unbalanced, or which in any manner shall fail to conform to the requirements provided for herein.

**4. ADDITIONAL INFORMATION REQUIREMENTS**

Prior to a recommendation for award, Tampa Bay Water will require the apparent low Bidder to demonstrate qualifications to furnish the specified goods and/or services under the Contract. Bidders must be prepared to submit written information requested by Tampa Bay Water within five (5) business days of a request. Tampa Bay Water may review Bidder's prior experience, references and previous contracts for similar goods and/or services. In addition, Tampa Bay Water may request the Bidder's: three (3) most recent audited financial statements; unaudited financial statements if audited statements are not available; Balance Sheets; Income Statements; Statements of Cash Flows; or other documents approved by Tampa Bay Water which establish the financial health of the Bidder. As an alternative method of providing financial assurance of the Bidder's ability to perform, Tampa Bay Water may consider a letter of credit issued by an acceptable surety in an amount sufficient to secure the Bidder's completion of the work.

**5. BID DOCUMENTS NECESSARY FOR SUBMITTAL**

The Bid Price Form, all requested attachments, and the bid security (if applicable) shall be included in the submittal package containing the Bid. The following documents, together, comprise a Bid.

- Addenda Acknowledgement Form
- Bid Price Form
- Signature Form
- Non-Collusion Affidavit Form
- E-Verify Affidavit Form
- Bid Bond or Cashier's Check
- Bidder's Reference List
- Bidders Business License

Failure to disclose references, terminations, or safety incidents may result in Bidder being disqualified from bidding. Omission of, or failure to complete, any portion of the required documents at the time of the Bid opening may be cause for rejection of the entire bid.

**6. SALES AND USE TAXES**

Tampa Bay Water is exempt from State sales tax on equipment or materials purchased directly from the Bidder. Such taxes should not be included in the quoted prices.

**7. COMPLETE PRICING**

All prices quoted must reflect delivered cost which includes all packing, handling, shipping charges, taxes, discounts and delivery to Tampa Bay Water. It is understood and agreed that all items offered or shipped as a result of this Bid shall be new, current, standard model available at the time of the Bid. All containers shall be suitable for storage or shipment and all prices shall include standard commercial packing.

**8. MULTIPLE BIDS PROHIBITED**

Only one Bid from any individual, firm, partnership, or corporation, under the same or different names, shall be considered. Should it appear to Tampa Bay Water that any Bidder has an interest in more than one Bid for the goods and/or services under the Contract, all Bids in which such Bidder has an interest shall be rejected.

**9. AUTHORIZED SIGNATURE**

The Bidder shall sign its Bid in the appropriate blank space provided therefor. If Bidder is a corporation, the legal name of the corporation shall be set forth above the signature, together with the signature of an officer(s) or agent(s) authorized to sign contracts accompanied by evidence of authority to sign on behalf of the corporation. If Bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts accompanied by evidence of authority to sign on behalf of the partnership. If signature is by an agent, other than an officer of the corporation or a member of a partnership, a notarized power-of-attorney must accompany the Bid.

Failure to provide evidence of authority may cause the Bid to be regarded as not properly authorized and may subject it to rejection (disqualification).

#### **10. SUBMITTAL DATE AND PACKAGE REQUIREMENTS**

Bids for goods and/or services under the Contract may be submitted electronically to Tampa Bay Water's Citrix Sharefile. For those Respondents opting to submit responses electronically to Tampa Bay Water, please upload your document(s) using the following link.

File Link: <https://tampabaywater.sharefile.com/r-rbb9574e42d0f46ca96aa587185d0939f>

Please be sure to include the name of submitting firm, submittal and Contract 2023-031 - 032. File Name Example: "Company **XYX** Submittal 2023-031 0 032." File submittal must be received by Tampa Bay Water no later than **3:00 p.m. (EDT) on March, 14, 2023**. If Respondents choose to submit Responses electronically, Tampa Bay Water is not responsible for any technical problems in the electronic transmission and/or delay in receipt due to technical problems. Such electronic transmittal errors will not alter or effect the deadline date and time for receipt of Responses.

**Note: Original Bid Bonds should be delivered physically, NOT electronically. The electronic submittal may contain a copy of the bond. Deliver the original bonds to the address below via mail, delivery service, or in-person.**

If not submitting electronically, original bids must be received in Tampa Bay Water's office located at 2575 Enterprise Road, Clearwater, Florida 33763-1102 no later than 3:00 p.m. (EDT), March 2, 2023. A signed original, one digital copy on a CD or flash drive and one (1) copies of the Bid response must be received on or before this deadline. Responses will be retained as property of Tampa Bay Water. As such, all responses are public record, subject to public review. The Bid response marked "original" must contain a manual signature of the authorized representative of the Bidder; all others may be photocopies.

Sealed Bids must be submitted in accordance with the deadline and clearly marked "Sealed Bid" and addressed as follows:

TAMPA BAY WATER  
2575 Enterprise Road  
Clearwater, Florida 33763-1102  
Attention: Records Department

TAMPA BAY WATER CONTRACT # 2023-031 - 032

#### **11. PRE-BID CONFERENCE AND INQUIRIES**

A Pre-Bid Conference will be held at 10:00 a.m. (EDT) on February 23, 2023 at Tampa Bay Water's office located at 2575 Enterprise Road, Clearwater, Florida 33763. Attendance at the Pre-Bid Conference is not mandatory but highly encouraged and all prospective Bidders are

strongly encouraged to attend. Any questions concerning this Bid solicitation process, required submittals, evaluation criteria, Bid Price Form, selection process or any other matter regarding this procurement should be directed to Stacy Gundry at Tampa Bay Water, 727-669-4825, or [sgundry@tampabaywater.org](mailto:sgundry@tampabaywater.org) and [purchasing@tampabaywater.org](mailto:purchasing@tampabaywater.org). All questions received prior to the Pre-Bid Conference will be discussed at the Pre-Bid Conference. Anyone requiring reasonable accommodations for this conference should contact Tampa Bay Water's Human Resources Department at 727/796-2355 at least three working days prior to this conference. If additional questions arise after the pre-bid, the Bidder must submit a written inquiry to request information or clarifications. Tampa Bay Water will accept additional written inquiries at the email address above until the close of business on March 1, 2023. If additional information is provided, it will be provided to all Bidders via a written addendum. All addenda will be published via Tampa Bay Water's online provider, DemandStar and accessible via link on Tampa Bay Water's website.

#### **12. DESIGNATED CONTACT**

Tampa Bay Water is committed to a fair, open process for interested parties to receive information about the Bid and/or award of the Contract. All questions concerning this Bid and/or the procurement process must be directed in writing to the Tampa Bay Water Purchasing Representative as designated below or via the general purchasing email address below.

Stacy Gundry  
Tampa Bay Water, 2575 Enterprise Road, Clearwater, FL 33763  
[sgundry@tampabaywater.org](mailto:sgundry@tampabaywater.org)  
[purchasing@tampabaywater.org](mailto:purchasing@tampabaywater.org)

All inquiries or requests for clarification must be submitted in writing and are subject to distribution to all Bidders. Any contact with Tampa Bay Water staff, Board members, Tampa Bay Water Advisors (other than listed above), and other key Project stakeholders by a Bidder concerning any matter relating to this procurement is prohibited and is grounds for disqualification of the Bidder.

#### **13. ADDENDA**

Tampa Bay Water reserves the right to revise or amend this Invitation To Bid ("ITB"). Such revisions and amendments, if any, shall be announced by Addenda to this ITB and posted via Tampa Bay Water's online provider, DemandStar and available via link on Tampa Bay Water's website. The Bid opening shall be at least five (5) working days after the last Addenda.

#### **14. ACCEPTANCE AND RIGHT OF REJECTION**

Bidder understands that Bids are to remain open for an acceptance period of ninety (90) days after the bid opening date for evaluation purposes. Tampa Bay Water reserves the right to reject all bids.

#### **15. WAIVER OF MINOR IRREGULARITIES OR ERRORS**

Tampa Bay Water reserves the right to either (1) waive any minor irregularities or clerical errors which are not material to the ITB or which do not prejudice other Bidders; or (2) to reject any and all Bids submitted as non-responsive. Conditional Bids or those which take exception to any provision of the ITB may be considered non-responsive and may be rejected.

#### **16. AWARD**

CONTRACT NO. 2023-031

Tampa Bay Water will award up to two (2) Contracts, included herein, to the lowest responsive, responsible Bidders deemed most qualified to provide the specified goods and/or services under the Contract included herein. The successful bidder must be registered to do business in the State of Florida. Information regarding registration can be found at the Florida Department of State, Division of Corporations website at <http://dos.myflorida.com/sunbiz>.

Notification of Tampa Bay Water's award resulting from this solicitation will be posted through Tampa Bay Water's on-line provider, DemandStar and accessible via link on Tampa Bay Water's website.

## PART II GENERAL CONDITIONS

### BIDDER'S ACKNOWLEDGEMENTS

#### 1. EXPENSES

Tampa Bay Water accepts no responsibility for any expenses incurred in the Bidders' preparation of the Bids; such expenses are to be borne exclusively by the Bidders. All costs and expenses incurred by a Bidder, or any person working on behalf of a Bidder, in connection with the ITB, including the preparation and submission of a Bid, providing additional information, attendance at meetings, and any other actions taken by a Bidder in response to the ITB shall be the sole responsibility of the Bidder. Tampa Bay Water and its agents, officers and directors shall have no responsibility or liability for any costs, damages or expenses incurred by Bidder, team members or any other person as a result of this ITB.

#### 2. INTERPRETATION

By submitting a Bid, Bidders acknowledge that Tampa Bay Water is the interpreter of these Goods and/or Services Contract Documents.

#### 3. PUBLIC RECORDS

- 3.1. Each Bidder, by submitting a Bid, acknowledges the agency's legal obligation in accordance with Chapter 119 of the Florida Statutes, to respond to all public records requests in a timely manner and expressly waives any right to contest, impede, prevent or delay such disclosure, or to initiate any proceeding that may have the effect of impeding, preventing or delaying such disclosure, unless the Bidder establishes its right to a public records exception. It is the responsibility of the Bidder alone to establish its right to any such exception. Under no circumstances will Tampa Bay Water be responsible or liable to a Bidder or any other party as a result of disclosing any such information or materials.
- 3.2. Each Bidder may clearly mark each page of the Bid that contains trade secrets or other confidential commercial or financial information which the Bidder believes should not be disclosed outside of the agency. Disclosure of requested information will be determined in accordance with Florida laws, rules and regulations. Bidders are informed that Tampa Bay Water is subject to the Florida Public Records and Sunshine Laws.
- 3.3. Each Bidder, by submitting a bid acknowledges and agrees that if awarded a contract as a result of this Bid the following conditions will be made a part of the contract.
  - a. Contractor must keep and maintain all public records required by the Agency in order to perform services under this Contract.
  - b. Upon request from the Agency's custodian of public records, Contractor shall provide the Agency with a copy of the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provide in Chapter 119, Florida Statutes, or as otherwise provided by law.
  - c. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Agency.
  - d. Upon completion of the contract, Contractor shall transfer, at no cost, to the Agency all public records in the possession of the Contractor or keep and maintain public records required by the Agency to perform the service under this contract. If the Contractor transfers all public records to the Agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or

confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Agency, upon request from the Agency's custodian of public records, in a format that is compatible with the information technology systems of the Agency.

- 3.4. Each BIDDER, by submitting a bid further understands that if awarded a contract, the following instructions will apply throughout the life of the contract.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE AGENCY'S CUSTODIAN OF PUBLIC RECORDS VIA PHONE (727) 796-2355 x 2401; EMAIL [RECORDS@TAMPABAYWATER.ORG](mailto:RECORDS@TAMPABAYWATER.ORG); OR MAIL AT 2575 ENTERPRISE ROAD, CLEARWATER, FLORIDA 33763.**

**4. CONTRACT FORM AND ACCEPTANCE**

The Bidder has familiarized itself with the nature and extent of the Contract Forms included herein, the sites, the localities and all local conditions and laws and regulations that may in any manner affect cost, schedule, progress, performance or furnishing of the goods and/or services under the Contract included herein. Bidder accepts the terms and conditions of the Contract. The Bidder proposes and agrees that if this Bid is accepted it shall enter into a contract with Tampa Bay Water in the form included herein as the Contract and perform and furnish all goods and/or services under the Contract for the Contract price, within the Contract time, and in accordance with the other terms and conditions of the Contract included herein.

**5. CONTRACT EXECUTION, INSURANCE FORMS, AND BONDS**

The Successful Bidder agrees that, upon receipt of the Notice Of Award, it shall execute and deliver to Tampa Bay Water two (2) copies of the Contract, the required Certificates Of Insurance, and the Florida Performance Bond and the Florida Payment Bond, (if applicable) all of which are included herein, within 15 business days of receipt of the Notice Of Award. No work can begin or goods delivered prior to Tampa Bay Water's receipt and approval of the insurance and bond forms.

**6. PROVISION FOR OTHER AGENCIES**

Unless otherwise stipulated by the Bidder, the Bidder agrees to make available to all Government agencies, departments, and municipalities the Bid prices submitted in accordance with said Bid terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Florida agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract. Tampa Bay Water shall not be liable for the obligations of any other agency which uses this contract under this provision.

**7. CONVICTED VENDOR, DISCRIMINATORY VENDOR LISTS, AND SCRUTINIZED COMPANIES LIST**

- 7.1. Pursuant to Subsections 287.133(2) and (3), Florida Statutes, Bidder acknowledges that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a Bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids, proposals, or replies on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO, for a period of 36 months following the date of being placed on the convicted vendor list.
- 7.2. Pursuant to Subsection 287.134(2)(a), Florida Statutes, Bidder acknowledges that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a Bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a Bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- 7.3. Pursuant to Section 287.135, Florida Statutes, Bidder acknowledges that a company that has been placed on the Scrutinized Companies with Activities in Sudan List; the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List; or the Scrutinized Companies that Boycott Israel List or a company that engages in a boycott of Israel, is ineligible and may not submit a bid, proposal, or enter into or renew a contract with an agency for goods or services of \$1 million or more. At the time of submission of a Bid or proposal for a contract or contract renewal for goods or services of \$1 million or more, the company must certify that it is not on either such List and further that it does not have business operations in Cuba or Syria as required by Section 287.135(5), Florida Statutes.
- 7.4. Pursuant to Section 287.135, Florida Statutes, Bidder acknowledges that Tampa Bay Water has the option to terminate any contract for goods or services of \$1 million or more if the awarded company is found to have submitted a false certification as provided under Section 287.235 (5), been placed on the Scrutinized Companies with Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria
- 7.5. Pursuant to Section 287.135, Florida Statutes, Bidder acknowledges that Tampa Bay Water has the option to terminate any contract for goods or services of any amount if the awarded company is found to have or been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.
8. **NOTIFICATION OF RIGHT TO PROTEST**  
Notification of Tampa Bay Water's decision regarding this solicitation will be posted on DemandStar on-line service and accessible via the link on Tampa Bay Water's website.
9. **FAILURE TO FILE A PROTEST**  
Failure to file a protest within the time prescribed in section 120.57(3), Florida statutes, or failure to post a bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. This includes, but is not

limited to, any objection to or protest of this Invitation to Bid, Notice of Award, the form and content of the Bids, and/or the actions of Tampa Bay Water.

**10. BID BOND**

Sealed Bids must be accompanied by a certified check, or cashier's check drawn on a bank in good standing, or the Florida Bid Bond included herein must be issued by a surety authorized to issue such bonds in the State of Florida, in the amount of \$10,000.00. The Florida Bid Bond included herein shall be given as a guarantee that the Bidder will not withdraw its Bid for a period of ninety (90) days after the opening of Bids. **When submitting an electronic bid, a copy of the Bid Bond may be submitted in the electronic package. The original Bid Bond must be delivered to Tampa Bay Water physically via mail, delivery service or in-person.**

**11. STATEMENT OF NON-COLLUSION**

The undersigned, hereinafter called the Bidder, declares that the only person(s) or party(s) interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of Tampa Bay Water and that the Bid is made without any connection or collusion with any person submitting another Bid on the Contract included herein.

**12. EMPLOYEE VERIFICATION**

In accordance with Section 448.095 Florida Statutes, the Awardee/Contractor/Consultant agrees to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the award/contract for the services specified in the award/contract. The Awardee/Contractor/Consultant must also include a requirement in subcontracts that the subcontractor must register with and utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the award/contract term. If the Awardee/Contractor/Consultant enters into a contract with a subcontractor, the subcontractor must provide the Awardee/Contractor/Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Awardee/Contractor/Consultant shall maintain a copy of such affidavit for the duration of the award/contract. If Tampa Bay Water has a good faith belief that the Awardee/Contractor/Consultant has knowingly violated Section 448.09(1), Florida Statutes, Tampa Bay Water shall terminate the Contract with the Awardee/Contractor/Consultant, and the Contractor may not be awarded a contract with Tampa Bay Water for at least 1 year after the date on which the award/contract was terminated. The Awardee/Contractor/Consultant is liable for any additional costs incurred by Tampa Bay Water as a result of the termination of the award/contract. If Tampa Bay Water has a good faith belief that a subcontractor knowingly violated the law, but the Awardee/Contractor/Consultant has otherwise complied with the law, Tampa Bay Water shall promptly notify the Awardee/Contractor/Consultant and order the Awardee/Contractor/Consultant to immediately terminate the award/contract with the subcontractor.

**13. CONSUMPTION ESTIMATES**

The quantities appearing in the Bid Price Form are based on historical usage and Tampa Bay Water's anticipated needs at the time of the solicitation. However, since changes can occur, they should be considered approximate and are intended for the solicitation of bids. Payment to the Successful Bidder will be made only for the actual quantities of items furnished in accordance

with the bid and it is understood that the scheduled quantities of items to be furnished may be increased, decreased, or omitted without in any way invalidating bid prices.

**14. F.O.B. DESTINATION – FREIGHT PRE-PAID**

Successful bidder shall pay all shipping and/or freight charges. The Successful Bidder shall file all claims and bear responsibility for the products from the point of origin all the way to Tampa Bay Water's specified delivery location(s). Bid prices shall be **inclusive of all shipping and freight charges, prepaid, and unloaded to location(s) specified in the bid documents.** Actual delivery addresses are in the Technical Specifications section or shall be identified at time of order.

**15. SIMILAR SERVICES**

The Bidder acknowledges and agrees that the separate prices on the Bid Price Form, where they are applicable and deemed acceptable by Tampa Bay Water, will be used by Tampa Bay Water and the Bidder, if awarded the Contract included herein, whenever similar service is added to the Contract.

**16. FORCE MAJEURE**

The Successful Bidder shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering or performing in the customary manner, by acts of God, declared disaster, fire, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government. The Successful Bidder shall provide Owner satisfactory evidence that non-performance is due to cause other than fault or negligence on its part.

**17. NEW PRODUCT(S)**

The Successful Bidder shall guarantee that the product(s) provided under this contract shall be new and shall be of first quality as to the raw materials and methods of manufacture used for said product(s). If circumstance arise causing the Successful Bidder to offer reconditioned, used or refurbished product, the Successful Bidder must first obtain permission in writing from Tampa Bay Water and shall resume providing new products at the earliest possible time.

**18. VENDOR'S STOCK**

The Successful Bidder shall agree to hold or maintain access to adequate stock of any item awarded in this Bid. The lead time(s) for such stock shall not exceed the lead time or maximum delivery time period(s) as specified in this bid. Should product not be available, Tampa Bay Water reserves the right to procure product from another source and charge any additional costs for such procurement including expedited shipping to the Successful Bidder.

## PART III ADDITIONAL CONDITIONS

### 1. OWNER'S RIGHTS

Tampa Bay Water reserves the right to reject any and all Bids, to waive any and all minor irregularities and technicalities, to negotiate terms with the successful Bidder, and reserves the right to disregard all nonconforming, non-responsive or conditional Bids and to re-solicit Bids, as maybe deemed to be in the best interests of Tampa Bay Water. Tampa Bay Water further reserves the right to delete line items from consideration. The decision made by Tampa Bay Water in selection of the successful Bidder and award of the Contract included herein will be final. Tampa Bay Water reserves the right, in its sole and absolute discretion, to:

- a. Amend, suspend, or terminate this ITB;
- b. Revise and modify, at any time prior to the Bid due date, factors it will consider in evaluating Bids and to otherwise revise its evaluation methodology;
- c. Extend dates, time periods or deadlines in this ITB;
- d. Reject any and all Bids in whole or in part which are non-conforming, non-responsive, or conditional Bids;
- e. Waive minor deficiencies, informalities, irregularities or defects in a Bid;
- f. Suspend and/or terminate this procurement process at any time;
- g. Reissue the same ITB or a different ITB for this project;
- h. Hold meetings and conduct discussions and issue correspondence with one or more of the Bidders to seek an improved understanding and evaluation of the Bids;
- i. Use assistance of outside advisors (e.g., technical, financial, procurement and legal advisors) in the evaluation process;
- j. Accept Bids that in its judgment will be in the best interest of Tampa Bay Water;
- k. Suspend, discontinue and/or terminate Contract negotiations with any Bidder at any time prior to the actual authorized execution of such Contract by all parties; and/or
- l. Exercise all rights available to it under this ITB and other provisions of applicable Florida law pertaining to this ITB without incurring any liability for costs, expenses or damages of any nature whatsoever suffered or incurred by any Bidder, team member or any other person.

### 2. DISQUALIFICATION

Without limiting the foregoing, Tampa Bay Water may disqualify and reject any Bidder (including its sub-consultants, affiliates, partners and parent organizations) that:

- a. Fails to include information in its Bid required by this ITB;
- b. Engages in conduct prohibited by this ITB;
- c. Fails to obtain the agency's consent for any action when required by this ITB;
- d. Is involved in pending litigation concerning Tampa Bay Water or its Member Governments;
- e. Submits false or misleading information in its Bid;
- f. Has a conflict of interest;
- g. Fails to disclose any information which, if disclosed, would materially adversely affect Tampa Bay Water's evaluation of the Bid; or
- h. Otherwise fails to comply with or breaches any material requirement of this ITB.

### 3. NON-BINDING

The issuance of this ITB does not bind or obligate Tampa Bay Water to enter into a Contract with any person or legal entity, nor does the ITB constitute an offer to enter into a Contract with any person or entity. Tampa Bay Water and its agents and representatives are not liable for any delays, interruptions, failure or irregularities in sending or receipt of any communications or

submissions, or for the loss, misdirection or corruption of any such communication by Bidder with the agency. Bidder is solely responsible for meeting all deadlines and submission requirements of this ITB.

4. **INITIAL TERM**

The initial term of the contract(s) shall be from date of execution through April 30, 2027.

5. **SUPPLEMENTAL CONTRACT EXTENSION PERIOD**

Tampa Bay Water has the option and reserves the right to unilaterally extend the original contract term or any renewal term for up to ninety (90) days period, at the same terms and conditions. Notice of Tampa Bay Water's intent to extend shall be provided in writing to the Awardee thirty (30) days prior to the expiration of the contract, or the renewal period if the contract has been previously renewed.

6. **PRICE ESCALATION/DE-ESCALATION**

Tampa Bay Water will allow a price escalation/de-escalation provision within this award. The original bid prices shall be firm for a one (1) year minimum period from the date of the contract execution. A price escalation/de-escalation will be allowed only once per calendar year. The Successful Bidder must notify Tampa Bay Water, in writing, of the pending price escalation/de-escalation a minimum of 30 days prior to the effective date of the price escalation/de-escalation. In the case of a price escalation/de-escalation, said notification shall include, the amount of the price escalation, and suitable proof such as documentation of the manufacturer's price increase (or insert the appropriate index reference CPI, PPI, etc.). Increases will apply only to products and/or services affected by an increase in a raw material, ingredient, labor, or another significant like cost factor. The proof must substantiate the increase and be approved by the Purchasing Manager. The price increase shall not change the Awardee's profit margin. **Failure to comply with these instructions shall be grounds for disallowance of a price escalation as allowed herein.**

The Successful Bidder agrees to monitor market indicators and ensure that if market prices have decreased for like factors above, affecting supply and demand; that a price decrease is offered to Tampa Bay Water for the same period. Successful Bidder further agrees to provide a market evaluation to Tampa Bay Water once per calendar year as market conditions may dictate, but no later than 60 calendar days prior to each period expiration) to provide justification for a request for either an Escalation or a De-Escalation.

7. **NON-APPROPRIATION OF FUNDS**

In the event no funds or insufficient funds are appropriated for expenditures under this award, Tampa Bay Water will notify the Awardee in writing of such occurrence and the award shall terminate without penalty or expense to Tampa Bay Water on the last day of the fiscal year in which sufficient funds have been appropriated.

**PART IV BID FORMS**

**[SEE EXHIBIT B – BIDDER'S RESPONSE FORMS]**

CONTRACT NO. 2023-031

**PART V – TECHNICAL SPECIFICATIONS**

## TECHNICAL SPECIFICATION FOR PUMP & MOTOR REPAIR SERVICES

### 1. GENERAL

The purpose of this Bid is to establish a contract to provide all materials, labor, supervision, transportation, permits, licenses, equipment and any incidentals necessary for Pump and Equipment Repair, Motor Rewind, Metal Welding/Fabrication, and other services related to the removal, disassembly, machining, repair, rewinding, installation, alignment, balancing, startup, and any other related repairs of water utility pumps, motors, fans, and other rotating equipment as-needed by Tampa Bay Water on a multi-year basis as required for Tampa Bay Water's regional locations in the counties of Hillsborough, Pasco and Pinellas.

### 2. SCOPE OF WORK

Tampa Bay Water requires both on-site and in-shop services related to Pump and Motor Repair and Maintenance Services at multiple sites throughout Hillsborough, Pasco and Pinellas Counties. This work is to include, but is not limited to, all phases of electric motor removal (not including wiring disconnection/reconnection), transportation, burnout, machining, rewinding, assembly, testing, balancing, installation, alignment, startup and any other related services needed to provide complete electric motor, pump, and other similar equipment repair and service to keep public water supply machinery in service. Contractors are to provide all labor, materials, transportation, supervision, staff, equipment, incidentals and related items necessary to complete the work in accordance with the specifications.

The scope of work further includes the ability to provide, either directly or through a sub-contractor, on-site metal fabrication and repair work. This work typically involves work on the motor operators, shafts, gear boxes, and other equipment that mechanically move dam skimmer gates higher and lower *ex. on the Tampa Bypass Canal*. Work could also include more routine type assignments like repairing/replacing a damaged roll-up door on a building.

### 3. SUPERVISION & CONTACTS

Tampa Bay Water's designated representatives are to have free access to all work sites and the work being performed at all times for inspecting or directing the same. The Contractor is to provide he/she necessary access and assistance. Tampa Bay Water designated representatives are listed below. Tampa Bay Water reserves the right to assign alternative representatives as needed.

#### GENERAL SUPERVISION

Ed Davis,  
Facilities & Fleet Manager  
[edavis@tampabaywater.org](mailto:edavis@tampabaywater.org)  
813-929-4568 – Office  
813-334-1119 – Mobile

Kristan Tricarico,  
Facilities Services Coordinator  
[ktricarico@tampabaywater.org](mailto:ktricarico@tampabaywater.org)  
813-929-4546 – Office  
813-701-8488 – Mobile

#### DISPATCH AND ON-SITE SUPERVISION

Joe Kehoe  
North Maintenance Manager  
[jkehoe@tampabaywater.org](mailto:jkehoe@tampabaywater.org)  
813-929-4562 – Office  
813-376-1928 – Mobile

Keith Surratt  
South Maintenance Manager  
[ksurratt@tampabaywater.org](mailto:ksurratt@tampabaywater.org)  
813-929-2195 - Office  
813-376-4683 – Mobile

#### 4. PAYMENT

Tampa Bay Water will reimburse Contractor for its costs for labor, materials, replacement parts, rental cost, and Subcontract services at actual cost plus a fixed cost fee as outlined below for all As-Needed projects. All parts and equipment costs will be noted and reported to Tampa Bay Water through invoices approved by Tampa Bay Water's designated representative.

Any item used on the work which is not covered on the Bid Price Form and for which the contractor seeks payment will be considered "cost reimbursement work". The term "cost reimbursement work" shall be for work performed and compensated on a time and expense basis, that is, on an accounting of the contractor's forces, materials, equipment, and other items of cost as required and used to do the work.

- A. The contractor shall provide labor, equipment, materials, and transportation necessary to complete the work. For the work performed, payment shall be made for the documented actual cost of the following:
- B. "LABOR" - for those hours they are assigned and participating in the cost reimbursement work (actual payroll cost, including wages, benefits as established by negotiated labor agreements, labor insurance and labor taxes as established by law). No other fixed labor costs will be considered, unless approved in writing by Tampa Bay Water.
- C. "EQUIPMENT" Items — Equipment is to include trucks, machine tools, burnout ovens, rewinding machines, presses, cranes, lifts, vibration analysis tools, alignment tools, welders, hand tools, and specialty tools, fuel, supplies, maintenance, renewals and depreciation when equipment is owned by CONTRACTOR or an approved sub-contractor. When equipment is rented, it will include rental, or equivalent rental cost of equipment, including specialty labor that may be required for transportation of Items having a rental value in excess of \$100.00.

**NOTE:** Contractor will not use Tampa Bay Water Tools or Equipment to perform work

- D. "PARTS AND MATERIALS" Items – This includes parts, materials, consumables, and whole items including for example, bearings, mechanical seals, complete roll-up doors, valve actuators, or concrete. All Items shall include applicable transport and delivery costs and taxes. Payment shall be based on in-place measurements and delivery tickets.
- E. "PERMITS" – This includes all costs associated with the filing, pulling, inspections, and closing of any required work permits and notifications. It does not include any design or engineering costs.
- F. "RENTAL COST" – Rental cost shall be allowed for only those days of hours during which the equipment is in actual use. Rental and transportation costs shall not exceed the current rental rates prevailing in the locality. The rentals allowed for equipment shall, in all cases, be understood to cover all fuel, supplies, repairs, and renewals, and no further costs shall be allowed for those items, unless specific agreement to that effect is made.

**NOTE:** Rental cost shall be reimbursed at actual cost (no multiplier) as shown on rental invoices/receipts.

- G. To the cost reimbursement work, there shall be added the following fixed fees for the contractor or sub-contractor actually performing the work:
  - 1. A fixed fee per Bidder's submittal, Item 13 and Item 47 of the Bid Price Form not to exceed ten percent (10%) will be added to the cost of items B and C above.

**NOTE:** The cost amount derived from the Bid Price Form is for Basis of Award Only and is not a guarantee of work.

**5. BIDDERS QUALIFICATIONS**

- A. The Contractor shall have been in the motor rewinding and precision machine work business for a minimum of ten (10) years and maintain a current business license. **Bidders shall provide this documentation with their bid.**
- B. The Contractor's **primary place of business** (Machine Work and Motor Rewinding Facility) shall be located **within 40 miles** of downtown Tampa, Florida.
- C. The Contractor shall employ only qualified workers and operators who are skilled in the performance of these activities and shall be fully liable and accountable for each service provided and the quality of workmanship thereof. The Contractor shall also employ an adequate number of workers and equipment needed to ensure that all required service specifications are met.
- D. The Contractor will have the ability to provide for background investigations of employees that may be assigned to locations governed by the Jessica Lunsford Act.
- E. The Contractor will ensure that all work sites have an English-speaking supervisor present while work is performed or have an English-speaking supervisor available to aid in communication.
- F. Bidders shall submit, as part of the Bidder's Reference List, the name and address of the representative for four (4) contracts the Bidder has completed or has under active contract within the last five (5) years. Tampa Bay Water may utilize other information on a bidder's capability to determine performance history. Do not use Tampa Bay Water as a reference.

**EXHIBIT B**

**BIDDER'S RESPONSE FORMS**

**ADDENDA ACKNOWLEDGMENT FORM**

The Bidder acknowledges that he has received Addenda Number(s):

ADDENDUM NUMBER ONE

2023-031 & 2023-032	CONTRACT NOS. 2023-031 & 2023-032	<i>JW</i>
Number	Addendum Title	Bidder Initials

Number	Addendum Title	Bidder Initials
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Number	Addendum Title	Bidder Initials
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Bidder shall insert number and name of each addendum received and agrees that all addenda issued are hereby made a part of the proposed Contract Forms, and the Bidder further agrees that its Bid is submitted after consideration of said addenda.

**BID PRICE FORM**

ITEM	DESCRIPTION	RATE	PRICE
<b>Labor</b>			
1.	Shop Foreman	Hourly	\$
2.	Field Foreman	Hourly	\$ 150
3.	Shop Welder	Hourly	\$ 110
4.	Field Welder	Hourly	\$ 135
5.	Shop Fabricator/Millwright	Hourly	\$
6.	Field Fabricator/Millwright	Hourly	\$
7.	Shop Machinist/Millwright	Hourly	\$ 130
8.	Shop Laborer / Mechanic	Hourly	\$ 120
9.	Field Laborer / Mechanic	Hourly	\$ 140
10.	Vibration/Alignment Specialist	Hourly	\$
11.	Transport Truck w Driver	Hourly	\$ 110
12.	<b>Labor Subtotal (Sum of Items 1-12)</b>		<b>\$ 895.00</b>
13.	<b>Labor Markup (not to exceed 10%)</b>	10 % x Amount from Item 12	\$ 89.50
14.	<b>Labor Total (Item 12 + Item 13)</b>		<b>\$ 984.50</b>
<b>Equipment</b>			
15.	Utility Truck - 1/2 ton load capacity	Hourly	\$
16.	Crane Truck-20 ton lift capacity	Hourly	\$ 150
17.	Overhead Crane ≥ 2 ton	Hourly	\$
18.	Job Truck with hand tools and welder	Hourly	\$
19.	Job Truck with vibration/alignment tools	Hourly	\$
20.	Steam Cleaner	Hourly	\$
21.	Solvent Tank Cleaning System	Hourly	\$
22.	On-site Painting/Coating Capability	Hourly	\$
23.	Painting and Coating Shop/Booth	Hourly	\$
24.	Lathe ≥ 32" swing	Hourly	\$
25.	Vertical Turret Lathe ≥ 60" swing	Hourly	\$
26.	Metal Brake > 60" width	Hourly	\$
27.	Vertical Mill ≥ 72" table	Hourly	\$
28.	Horizontal Mill ≥ 5" spindle	Hourly	\$
29.	Angle grinder 4"	Hourly	\$
30.	Oxy/Acetylene Torch set	Hourly	\$
31.	Hydraulic Press Set (Porta Power)	Hourly	\$
32.	Motor Coil Winder-up to 3000 hp	Hourly	\$
33.	Dynamic Balancing Machine – Up to 20 ton	Hourly	\$
34.	Vibration Analyzer – Shop	Hourly	\$
35.	Vibration Analyzer – Field	Hourly	\$
36.	Electric Motor Test Equipment	Hourly	\$
37.	Pump Shaft Alignment Tool (Portable)	Hourly	\$
38.	Metal Saw - Gasoline powered (K-12)	Hourly	\$
39.	Metal Saws	Hourly	\$
40.	Bench Grinder	Hourly	\$
41.	Arc Welder (stick)	Hourly	\$
42.	MIG Welder	Hourly	\$
43.	TIG Welder	Hourly	\$

ITEM	DESCRIPTION	RATE	PRICE
44.	Plasma Cutter	Hourly	\$
45.	Motor Burnout Oven	Hourly	\$
46.	Equipment Subtotal (Sum of Items 15-45)		\$ 150
47.	Equipment Markup (not to exceed 10%)	10 % x Amount from Item 46	\$ 15.00
48.	Equipment Total (Item 46 + Item 47)		\$ 165.00
49.	Total Labor and Total Equipment (Basis of Award) (Item 14 + Item 48)		\$ 1,149.50

**PROPOSED TOTAL CONTRACT BID PRICE**

One thousand one hundred forty nine dollars and fifty cents.

(Amount Written in Words)

Tampa Armature Works, Inc.

Firm Name

440 S. 78th Street, Tampa, FL 33619

Firm Address

*Matthew D. Gould*

Authorized Signature

Matthew D. Gould

Printed Name

(813) 621-5661

Phone Number

MGould@ips.us / Josh.Whitlatch@tawinc.com

E-Mail Address

**FOR A CORPORATION OR A LIMITED LIABILITY CORPORATION**

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

SWORN TO and subscribed before me by means of  physical presence or  online notarization, this  
13th day of March, 2023, by Matthew D. GOuld  
Contract Review Manager (Title) of  
Tampa Armature Works, Inc.  
(Corporation Name) a corporation under the laws of the State of FL  
on behalf of the said corporation.. He/she is personally known to me OR has produced  
as identification and did (did not) take an oath.

Laura E. Estes  
Notary Public Signature

\_\_\_\_\_  
Print Name

My Commission Expires:



(AFFIX NOTARY SEAL)



Tampa Armature Works, Inc.

---

6312 78<sup>th</sup> Street  
Riverview, Florida 33578  
Tel: 813- 621-5661  
Fax: 813- 425-0933  
[www.tawinc.com](http://www.tawinc.com)

March 23, 2023

Tampa Bay Water  
Attn: Stacy Gundry  
2575 Enterprise Drive  
Clearwater, FL 33763

Re: Signatures on ITB No. 2023-031 – 032: Pump & Motor Repair Services

Dear Stacy:

Please accept this letter as approval for Matthew Gould, Contract Review Manager, to have signed the above-referenced bid on behalf of Tampa Armature Works, Inc.

Thank you for your attention to this matter and we look forward to our continued business relationship.

Sincerely,

A handwritten signature in black ink, appearing to read "Greg Hanlon", written over a horizontal line.

Greg Hanlon  
EVP and General Manager

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

Matthew D. Gould ("Affiant"), being first duly sworn, deposes and says that:

1. Affiant is Contract Review Manager of Tampa Armature Works, Inc (the "Bidder") and has submitted the attached Bid;
2. Affiant has personal knowledge of the matters set forth herein and is competent to testify;
3. Affiant is fully informed respecting the preparation and contents of the attached Bid and all pertinent circumstances respecting the Bid;
4. The Bid is genuine and is not a collusive or sham Bid;
5. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham Bid, or has in any manner, directly or indirectly, sought by contract or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Tampa Bay Water or any person interested in the Contract.

By: Matthew D. Gould

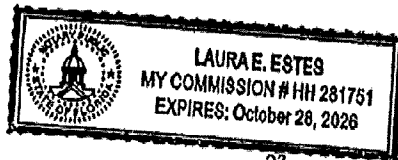
(Corporate Seal)

Title: Contract Review Manager

Subscribed and sworn before me by means of  physical presence or  online notarization, this 13th day of March, 2023, by Matthew D. Gould, as Contract Review Manager of Tampa Armature Works, Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced \_\_\_\_\_ as identification and did (did not) take an oath.

Laura Estes  
Notary Public

Print Name  
My commission expires:



**TAMPA BAY WATER  
CONTRACTOR/CONSULTANT/VENDOR  
E-VERIFY AFFIDAVIT**

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

BEFORE ME, the undersigned authority, appeared Matthew D. Gould, who first being duly sworn hereby swears or affirms as follows:

1. I make this affidavit on personal knowledge.  
2. I am over the age of 18 years and otherwise confident to make this Affidavit.  
3. I am the Contract Review Manager of Tampa Armature Works, Inc. (the "Contractor/Consultant/Vendor").

4. I am authorized by Tamap Armature Works, Inc. to make this Affidavit on behalf of Contractor/Consultant/Vendor.

5. Contractor/Consultant/Vendor acknowledges that Section 448.09, Florida Statutes, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, for private or public employment, an alien who is not duly authorized to work in the United States.

6. Contractor/Consultant/Vendor acknowledges that Section 448.095, Florida Statutes, prohibits public employers, contractors, and subcontractors from entering into a contract unless each party to the contract registers and uses E-Verify.

7. Contractor/Consultant/Vendor is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes.

8. Contractor/Consultant/Vendor understands it shall remain in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes, during the term of any contract with Tampa Bay Water.

9. Contractor/Consultant/Vendor's subcontractors are in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes.

CONTRACT NOS. 2023-031 - 032

10. Contractor/Consultant/Vendor shall ensure compliance with the requirements of Sections 448.09 and 449.095, Florida Statutes, by any and all of its subcontractors.

11. Neither the Contractor/Consultant/Vendor, nor any subcontractor of Contractor/Consultant/Vendor, has had a contract terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the date of this Affidavit.

12. If the Contractor/Consultant/Vendor, or any subcontractor of Contractor/Consultant/Vendor, has a contract terminated by a public employer for any such violation during the term of any contract with Tampa Bay Water, it shall provide immediate notice thereof to Tampa Bay Water.

Matthew D. Gould  
Signature of Affiant  
on behalf of Contractor/Vendor

By: Matthew D. Gould  
As its: Contract Review Manager  
Dated: March 13, 2023

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 13th day of March, 2023, by Matthew D. Gould, on behalf of Tampa Armature Works, Inc., who is personally known to me or who has produced \_\_\_\_\_ as identification.

Laura Estes

Print Name: \_\_\_\_\_  
Notary Public of the State of Florida

My Commission Expires:



**FLORIDA BID BOND****Know all men by these presents:**

That the "Bidder", Tampa Armature Works Inc. dba TAW Tampa Service Center, a corporation X, individual \_\_\_\_\_, partnership \_\_\_\_\_, of the state of Florida, qualified to do business in this State, as principal, and the "Surety", Arch Insurance Company, a corporation of the state of Missouri, authorized to do business as a surety in this State, as surety, are hereby held and firmly bound unto Tampa Bay Water, A Regional Water Supply Authority ("Tampa Bay Water"), as obligee, in the sum Ten Thousand-(\$10,000.00-), lawful money of the United States of America for the payment of which the Bidder and the Surety hereby bind ourselves, our respective heirs, successors, legal representatives and assigns, jointly, and severally, firmly by these presents.

WHEREAS, the Bidder has submitted to Tampa Bay Water, its Bid to which this Florida Bid Bond ("Bond") is attached, to enter into the Contract with Tampa Bay Water for As needed Pump and Motor Repair Services, Project No.: 2023-031-032, which Contract is incorporated herein by this reference:

NOW, THEREFORE: The condition of this obligation is that, the Bidder And Surety are jointly and severally bound by all of the provisions of this Bond, and if the Bidder faithfully performs and fulfills all the understandings, covenants, terms, conditions and requirements of the Contract (including Addenda issued before the date of the opening of the Bid) within the time specified or any extension thereof, with or without notice to the Surety, or if the Bidder fails to comply with all requirements of the Contract (as modified) within the time specified or any extension thereof, with or without notice to the SURETY, but pays Tampa Bay Water the full amount of the sum set forth in this Bond as liquidated damages, then this obligation shall be null and void, otherwise to remain in full force and effect.

A. If Tampa Bay Water makes demand on the Surety to perform in accordance with the Surety's obligations under this Bond, then the full amount of this Bond shall be immediately due and payable to Tampa Bay Water, and the Surety shall pay that sum without delay. Additionally, the Surety shall reimburse Tampa Bay Water for all costs of collection (including but not limited to attorney's fees).

B. The Surety, for value received, stipulates and agrees that the obligations of the Surety and this Bond shall be in no way impaired or affected by any extension of the time within which Tampa Bay Water may accept the Bid, and the Surety does, by this agreement, waive notice of any such extension.

C. The term this "State" means the State of Florida. Other defined terms (i.e., capitalized terms) used in this Bond have the intent and meanings assigned to them in the Contract.

CONTRACT NOS. 2023-031 - 032

IMPORTANT: Sureties executing this Bond shall be currently authorized to do business in the State as surety and, except as otherwise provided by the Florida Statutes, be on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies. Bonds cannot be in excess of the amount indicated as approved by that list.

Arch Insurance Company  
(Name of Surety)  
3 Parkway, Suite 1500, Philadelphia, PA 19102  
(Address)  
(712) 212-1609  
(Telephone Number)

NFP Property & Casualty Services, Inc.  
(Name of Duly Authorized Florida Agent)  
17100 N 67th Ave., Suite 700, Glendale, AZ 85308  
(Address)  
800-863-3210  
(Telephone Number)

Signed and sealed this 14th day of March, 2023.

Witness  
Lauri Reese

Bidder/Principal:

By: [Signature]  
Gray Warren Esq d/bm  
Name and Title

Witness  
Jaren Marx  
Jaren Marx

Surety:

By Agent: Michael Lapre

Michael Lapre, Attorney-In-Fact  
By Attorney-In-Fact  
(Attach Certified Copy of Power of Attorney)

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Artyce Johnson, Esteban Flores, Jaren Marx and Michael Lapre of Scottsdale, AZ (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed. Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred Fifty Million Dollars (\$150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 27th day of December, 2022.

Attested and Certified

Handwritten signature of Regan A. Shulman

Regan A. Shulman, Secretary



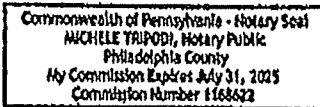
Arch Insurance Company

Handwritten signature of Stephen C. Ruschak

Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS  
COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth



Handwritten signature of Michele Tripodi

Michele Tripodi, Notary Public  
My commission expires 07/31/2025

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated December 27, 2022 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate, and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 14th day of March, 2023

Handwritten signature of Regan A. Shulman

Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance - Surety Division  
3 Parkway, Suite 1500  
Philadelphia, PA 19102



To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com  
Please refer to the above named Attorney-In-Fact and the details of the bond to which the power is attached.

**BIDDER'S REFERENCE LIST**

To enable Tampa Bay Water to evaluate the Bidder's qualification, Bidders will provide references and submit them with the bid package. Provide a minimum of three (3) and maximum of five (5) references where your company has provided similar goods or services within the last five years and include the information requested below. Tampa Bay Water employees may not be used as references. Separate sheets or your own form may be utilized however, all the information should be provided. Inadequate information provided to verify Bidder's experience and qualifications may result in disqualification.

Matthew D. Guld

Provide the following information for each of the references. (Minimum 3/Maximum 5)

Company Name:	City of St. Petersburg
Company Address:	1 4th St N, St. Petersburg, FL 33701
Contact Person:	Jason Venable
Contact Email Address:	jason.venable@stpete.org
Contact Phone Number:	Mobile: 727-269-4077
Nature of Contract:	Motor and Pump repair contract
Dollar Value of Contract:	\$442,369.00
Start and End Dates of Contract:	5/1/2019 - 4/31/2024, (on extension)
City of Tampa	City of Tampa McKay Bay WTE
306 E. Jackson Street, 2E	306 E. Jackson Street, 2E
Tampa, Florida 33602	Tampa, Florida 33602
Eric Nefflen	Randy Mazzone
Eric.Nefflen@tampagov.net	Randy.Mazzone@tampagov.net
Mobile:813-267-1464	Mobile: 609-576-2208
Motor and pump repair contract	Electric Motor and pump repair contract
\$211,500.00	\$97,750.00
11/5/2022 - 12/15/2023 (latest extension)	8/2022 - 8/2023
Tampa Electric Company	
702 N. Franklin Street	
Tampa, FL 33602	
Le Thanh	
TNLe@tecoenergy.com	
Mobile: 813-647-9010	
Master Service Agreement	
\$500k annually	

**2022 - 2023 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT EXPIRES SEPTEMBER 30, 2023**

**OCC. CODE 190.000050 ELECTRONIC MANUFACTURER**

**190.002001 MACHINE SHOP**

**380.003001 WHOLESALE MERCHANT/RETAIL SALES**

**4 Employees**

**175 Employees**

**Receipt Fee 285.00**

**Hazardous Waste Surcharge 40.00**

**Law Library Fee 0.00**

ACCOUNT NO.	2454
RENEWAL	

**BUSINESS TAMPA ARMATURE WORKS INC  
6312 S 78TH ST  
RIVERVIEW, FL 33578**

**NAME TAMPA ARMATURE WORKS INC  
MAILING PO BOX 3381  
ADDRESS TAMPA, FL 336013381**

**2022 - 2023**

**Paid 21-0-512540  
07/20/2022 325.00**

**BUSINESS TAX RECEIPT**

**NANCY C MILLAN, TAX COLLECTOR**

**813-635-5200**

**THIS BECOMES A TAX RECEIPT WHEN VALIDATED.**

**HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE  
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON**

2022 - 2023 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT EXPIRES SEPTEMBER 30, 2023

ACCOUNT NO.
8030
RENEWAL

OCC. CODE  
280.065009 ELECTRIC MOTOR REPAIR

109 Employees	Receipt Fee	150.00
	Hazardous Waste Surcharge	40.00
	Law Library Fee	0.00

BUSINESS  
TAMPA ARMATURE WORKS INC  
440 S 78TH ST  
TAMPA, FL 33619

# 2022 - 2023

NAME  
MAILING ADDRESS  
TAMPA ARMATURE WORKS INC  
PO BOX 3381  
TAMPA, FL 336013381

Paid 21-0-512540  
07/20/2022 190.00

## BUSINESS TAX RECEIPT

NANCY C MILLAN, TAX COLLECTOR  
813-635-5200

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE  
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

**EXHIBIT C**  
**INSURANCE FORMS**

**Tampa Bay Water  
General Insurance Requirements Matrix**

<b>Contract Type</b>	<b>Up to \$100,000</b>	<b>\$100,001 to \$1,000,000</b>	<b>\$1,000,001 &amp; Over</b>
Agreement for Professional Services	Tier 1	Tier 2	Tier 3
As-Needed Professional Services	Tier 1	Tier 2	Tier 3
Goods & Services Contract	Tier 1	Tier 2	Tier 3
Construction Contract	N/A	N/A	Tier 3

<b>Insurance Type</b>	<b>Tier 1</b>	<b>Tier 2</b>	<b>Tier 3</b>
General Liability	\$1,000,000	\$2,000,000	\$5,000,000
Automobile	\$300,000	\$500,000	\$1,000,000
Workers Compensation	Statutory	Statutory	Statutory
Umbrella/Excess	Up to GL	Up to GL	Up to GL
Professional Liability	\$1,000,000	\$1,000,000	\$1,000,000



### E-Verify Affidavit Instructions

Beginning January 1, 2021, pursuant to Section 448.095 Florida Statutes, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-verify system.

1. Please create an Affidavit on your company's letter head in a similar form to that attached below.
2. Have it signed and notarized.
3. Then attach the notarized affidavit and the proof of registration where indicated.

ATTACH NOTARIZED AFFIDAVIT HERE



ATTACH PROOF OF REGISTRATION HERE



### CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that \_\_\_\_\_ *[insert contractor company name]* does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of \_\_\_\_\_ *[insert contractor company name]* proof of registration in the E-Verify system is attached to this Affidavit.

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

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ *[name of officer or agent, title of officer or agent]* of \_\_\_\_\_ *[name of contractor company acknowledging]*, a \_\_\_\_\_ *[state or place of incorporation]* corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ *[type of identification]* as identification.

[Notary Seal]

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Name typed, printed or stamped

My Commission Expires: \_\_\_\_\_



Company ID Number: 47537

**THE E-VERIFY  
MEMORANDUM OF UNDERSTANDING  
FOR EMPLOYERS**

**ARTICLE I  
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the Tampa Armature Works, Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II  
RESPONSIBILITIES**

**A. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



**Company ID Number:** 47537

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
  5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
    - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
  6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
    - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
    - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
  8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
    - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



**Company ID Number:** 47537

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status



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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

## **B. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

**Note:** If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

### **C. RESPONSIBILITIES OF SSA**

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

### **D. RESPONSIBILITIES OF DHS**

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and



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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

### **ARTICLE III**

#### **REFERRAL OF INDIVIDUALS TO SSA AND DHS**

##### **A. REFERRAL TO SSA**

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify



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case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

## **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
  - a. Scanning and uploading the document, or
  - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

## **ARTICLE IV SERVICE PROVISIONS**

### **A. NO SERVICE FEES**

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

## **ARTICLE V MODIFICATION AND TERMINATION**

### **A. MODIFICATION**

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



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## **B. TERMINATION**

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

## **ARTICLE VI PARTIES**

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,



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Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

**To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.**



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**Approved by:**

<b>Employer</b> Tampa Armature Works, Inc.	
Name (Please Type or Print) Donald P Chrosniak	Title
Signature Electronically Signed	Date 07/17/2007
<b>Department of Homeland Security – Verification Division</b>	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 07/17/2007



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### Information Required for the E-Verify Program

#### Information relating to your Company:

Company Name	Tampa Armature Works, Inc.
Company Facility Address	6312 78th Street Riverview, FL 33578
Company Alternate Address	
County or Parish	HILLSBOROUGH
Employer Identification Number	590474710
North American Industry Classification Systems Code	811
Parent Company	Tampa Armature Works, Inc.
Number of Employees	500 to 999
Number of Sites Verified for	17



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**Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:**

ALABAMA	2 site(s)
FLORIDA	9 site(s)
GEORGIA	3 site(s)
LOUISIANA	2 site(s)
MISSISSIPPI	1 site(s)



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**Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:**

Name Ellen Donegan  
Phone Number (813) 621 - 5661 ext. 2874  
Fax Number (813) 217 - 8076  
Email Address ellen.donegan@tawinc.com

Name Brenda Walker  
Phone Number (813) 621 - 5661 ext. 2873  
Fax Number (813) 217 - 8076  
Email Address brenda.walker@tawinc.com



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Tampa Armature Works, Inc.

6312 78<sup>th</sup> Street  
Riverview, Florida 33578  
Tel: 813- 621-5661  
Fax: 813- 425-0933  
www.tawinc.com

**CONTRACTOR E-VERIFY AFFIDAVIT**

I hereby certify that Tampa Armature Works, Inc. does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Tampa Armature Works, Inc.'s proof of registration in the E-Verify system is attached to this Affidavit.

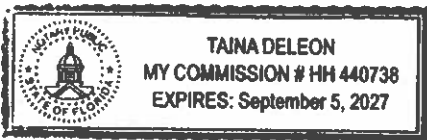
Print Name: Matthew D. Gould  
Title: Corporate Contract Review Manager  
Date: November 6, 2023

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence, this 6<sup>th</sup> day of November 2023, by Matthew D. Gould, Corporate Contract Review Manager of Tampa Armature Works, Inc., a Florida Corporation, on behalf of the corporation. He is personally known to me.

[Notary Seal]

Notary Public



Name typed, printed or stamped

My Commission Expires:

**RESOLUTION 2023-145  
MOTOR REPAIR/REPLACE SERVICES**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING PIGGYBACKING TAMPA BAY WATER CONTRACT WITH TAMPA ARMATURE WORKS, INC., FOR MOTOR REPAIR/REPLACE SERVICES; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, Tampa Armature Works, Inc., has expressed a desire to provide motor repair/replace services to the City of Palm Coast; and

**WHEREAS**, the City Council of the City of Palm Coast desires to approve piggybacking the Tampa Bay Water contract with Tampa Armature Works, Inc., for motor repair/replace services.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA AS FOLLOWS:**

**SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS.** The above recitals (whereas clauses) are hereby adopted as the findings of the City Council of the City of Palm Coast.

**SECTION 2. APPROVAL OF PIGGYBACK.** The City Council of the City of Palm Coast hereby approves piggybacking the contract between Tampa Bay Water with Tampa Armature Works, Inc., for motor repair/replace services, as attached hereto and incorporated herein by reference as Exhibit “A.”

**SECTION 3. AUTHORIZATION TO EXECUTE.** The City Manager, or designee, is hereby authorized to execute the necessary documents.

**SECTION 4. SEVERABILITY.** If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.


**SECTION 5. CONFLICTS.** All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

**SECTION 6. IMPLEMENTING ACTIONS.** The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

**SECTION 7. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption by the City Council.

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 5<sup>th</sup> day of December 2023.

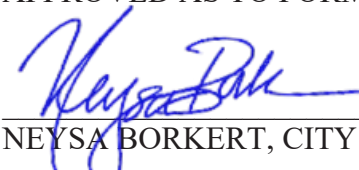
ATTEST:

  
\_\_\_\_\_  
KALEY COOK, CITY CLERK

CITY OF PALM COAST

  
\_\_\_\_\_  
DAVID ALFIN, MAYOR

APPROVED AS TO FORM AND LEGALITY:

  
\_\_\_\_\_  
NEYSA BORKERT, CITY ATTORNEY



Attachment: Exhibit A - Contract with Tampa Armature Works, Inc.